

CONSULTANT: CuraLinc, LLC d.b.a. CuraLinc Healthcare
CONTACT PERSON: Nick Eaton
ADDRESS: 314 W. Superior Street, Ste. 601
Chicago, IL 60654
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: File Number 02472503
TELEPHONE/FAX NUMBER: 224-534-9180 / fax:
COUNTY DEPT: Central Human Resources
DEPT. CONTACT PERSON: Rhea Reynolds, HR Director
TELEPHONE/FAX NUMBER: 425-388-3932 / 425-388-3579
PROJECT: Employee Assistance Program
AMOUNT: Not to exceed \$175,000.00
FUND SOURCE: 508.512730.4157
CONTRACT DURATION: August 1, 2025 through July 31, 2028
unless extended or renewed pursuant to
Section 2 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Curalinc, LLC, otherwise known as CuraLinc Healthcare, an Illinois corporation (the "Contractor" or "CuraLinc"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to receive Employee Assistance Program (EAP) services. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 24-039BC, Employee Assistance Program (EAP).

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective August 1, 2025 (the "Effective Date") and shall terminate July 31, 2028, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. PROVIDED HOWEVER, that the County's obligations after December 31, 2026 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Definitions. The following definitions apply to this agreement:

- a. **"Agreement"** means the contents of this document in full, including attachments incorporated herein by reference.
- b. **"Allocation Value"** applies to the County's bank of onsite CISM, Topical Training and Benefit Training hours and refers to a reduction of said hours if a notice to cancel is not provided to CuraLinc within 48 hours of the event.
- c. **"Assessment"** refers to an element of the intake into the Program that includes a telephonic evaluation of the CIEBD's Presenting Issue(s).
- d. **"Benefit Training"** consists of an Orientation Meeting(s) to describe the Program to CIEBDs.
- e. **"Benefits"** means the services to which CIEBD's are entitled under the Employee Assistance Program Services Agreement.
- f. **"Client Relationship Manager" ("CRM")** refers to the assigned client success operational unit professional responsible for day-to-day client account management functions, ensuring that clients achieve their desired outcomes while using CuraLinc's products or services.
- g. **"COBRA"** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- h. **"Covered Employee(s)" ("CE")** refers to benefit-eligible employees of the County, terminated employees for thirty (30) days after their separate date and former employees who elect COBRA continuation coverage.
- i. **"Covered Individuals and Eligible Beneficiaries/Dependents" ("CIEBD")** refers to Covered Employees of the County and their family members who are eligible for the services described herein. Eligible Beneficiaries/Dependents include, but are not limited to, spouses, domestic partners and children, up to age 26.
- j. **"Covered Services"** means the services described in this Agreement. Any services not explicitly set forth in this Agreement are not included as part of this Agreement.

- k. **“Critical Incident(s)”** refers a traumatic event that occurs at the workplace or to a crisis that negatively impacts the workforce.
- l. **“Critical Incident Stress Management Services” (“CISM”)** will be provided for Critical Incidents. These services will be handled face-to-face, whenever possible, or telephonically, when a face-to-face appointment cannot be arranged.
- m. **“Distance Counseling”** refers to a Short-Term Counseling or Sub-Clinical Coaching approach that takes the best practices of traditional counseling and adapts them for delivery to clients via electronic means in order to maximize the use of technology-assisted counseling techniques.
- n. **“EAP Provider”** refers to the licensed mental health professionals employed by, or under contract with, CuraLinc to provide services to CIEBDs.
- o. **“Employee Assistance Program” (“EAP” or “Program”)** An EAP is a service for CIEBDs to provide confidential assessments, Short-Term Counseling or Sub-Clinical Coaching and referrals to address their Presenting Issue(s).
- p. **“Employee Count”** refers to the number of Covered Employees eligible for EAP services.
- q. **“Event of Default”** refers to delinquent or non-payment of the fees outlined in this Agreement.
- r. **“Fee for Service”** entails invoicing and payment for non-Agreement services on a mutually agreed upon hourly rate.
- s. **“Initial Term”** refers to the first time period covered under this Agreement, at the end of which the Agreement will either terminate or be renewed.
- t. **“Limitation”** means the maximum number of sessions available to a CIEBD per separate Presenting Issue brought to the Program.
- u. **“Mental Health Navigator”** refers to a web and mobile tool that guides CIEBDs to a personalized set of resources within the Program.
- v. **“Plan Implementation”** means the tasks required by the County and CuraLinc in order to implement the services covered within this Agreement.
- w. **“Presenting Issue”** means the problem or concern for the CIEBD to receive assistance through the Program. These include, but are not limited to, clinical and sub-clinical issues such as: family and marital problems; relationship problems; substance abuse; emotional distress; depression; anxiety; grief and loss; domestic and workplace violence; general emotional fitness; meditation; mindfulness; sleep fitness; and legal and financial concerns.

- x. **“Short-Term Counseling”** refers to a series of counseling sessions available under the Program. Short-Term Counseling sessions are intended to be applied to clinical Presenting Issue(s) in which the EAP Provider believes can be reasonably and appropriately resolved within the Program.
- y. **“Sub-Clinical Coaching”** refers to a series of emotional fitness coaching sessions available within the Program. Sub-Clinical Coaching sessions are intended to be applied for CIEBDs with Presenting Issue(s) that do not indicate an existing mental health problem or concern.
- z. **“SupportLine”** is the brand name for the Employee Assistance Program (EAP) offered by CuraLinc.
- aa. **“Textcoach@”** refers to a technology-based forum that allows CIEBDs to confidentially and securely exchange text messages, voice notes and resources with an EAP Provider.
- bb. **“Topical Training”** refers training provided to supervisors, managers and staff of the County about issues related to the workplace, to include stress management, communication, identification and referral of employee problems.
- cc. **“Work/Life Services”** refers to information concerning local community and/or professional resources for dependent care (parenting, childcare, aging, eldercare, education, etc.), legal and financial concerns. Work/Life Services do not include Short-Term Counseling or Sub-Clinical Coaching.

4. Compensation.

A. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

B. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 4a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

C. Invoices. Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. Subject to Section 9 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

D. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor

needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

E. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

☐ Yes ☒ No

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$175,000.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

5. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties' partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons employed by Contractor to perform the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents

of the County for any purposes whatsoever. The County acknowledges that certain Employee Assistance Program services to be provided under this Agreement will be performed by a network of independently State licensed professionals (the "Independent Professionals"). For purposes of this Agreement, County agrees that the Independent Professionals shall not be considered Contractor's Sub-contractors, Agents or Contractor Personnel. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

6. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants specifically for the County and for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. The Contractor shall have the right, during and after the termination of this Agreement, to retain copies of all such material as needed in connection with the performance of its obligations under this Agreement or for its legitimate business needs and record retention policy. Materials, programs and processes which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement. Nothing in this Agreement shall be interpreted as transferring ownership of any trademarks of the Contractor to the County whether registered or not registered.

7. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Rhea Reynolds
Title: Human Resources Director
Department: Central Human Resources
Telephone: (425) 388-3932
Email: rhea.reynolds@snoco.org

9. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

10. Assignment. The Contractor shall not assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding the foregoing, Contractor may assign or transfer any of its rights or delegate any of its duties under this Agreement to any affiliated company, including any parent, subsidiary or company under common ownership, or if it carried out as part of a merger, restructuring, reorganization, or sale or transfer of all or substantially all of Contractor's assets.

11. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times and reasonable cause during normal business hours to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws.

Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor. County shall bear all costs and expenses related to such audit.

12. Indemnification.

A. Professional Liability.

Each party shall defend, indemnify and hold the other party harmless from and against any loss or damage (including reasonable attorneys' fees) to the extent incurred in connection with any actions or claims made or brought by a third party against the indemnified party alleging: (i) negligence, recklessness or willful misconduct on the part of the indemnifying party; (ii) the failure of the indemnifying party to comply with applicable laws, rules or regulations; or (iii) any breach of this Agreement by the indemnifying party.

The indemnified party shall give prompt written notice of any such claim to the indemnifying party, give the indemnifying party the opportunity to solely control, defend and resolve such claim and provide reasonable information and assistance to the defense and resolution such claim. This section shall survive any expiration or termination of this Agreement.

B. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the negligence of the County or caused by a breach of this Agreement by the County and, if any funds for this Agreement are provided by the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

13. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 13, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

C. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1; (Not applicable if driving is not required in the course of business.)

iii. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

iv. Employers' Liability or "Stop Gap" coverage: \$1,000,000

v. Professional Liability: \$1,000,000

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

i. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

iv. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy

endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

14. **County Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of their race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

15. **Federal Non-discrimination.** Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

16. **Employment of County Employees.** SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

17. **Service Warranties and Representations.** The Contractor represents and warrants that: (i) it is and will remain a company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) those providing Covered Services on CuraLinc's behalf (including, but not limited to, employees and permitted subcontractors) shall have the proper skill, training, experience, and any required licensure to provide Covered Services, and must be subject to binding written confidentiality agreements with CuraLinc under which they shall hold the County's confidential information and CIEBD's Personal Health Information (PHI) in strict confidence; and (iii) CuraLinc will perform all Covered Services with requisite care, skill

and diligence, in accordance with all applicable laws, rules, regulations, orders and industry best standards. These warranties are in lieu of all other warranties with respect to the quality or nature of the services provided under this Agreement, including all warranties or merchantability, fitness for particular purpose or other warranties, express or implied.

18. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

19. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

20. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

21. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

22. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 23 of this Agreement.

23. Non-Waiver of Breach; Termination.

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within thirty (30) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor

only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 4 and 9 hereof.

C. The County may terminate this Agreement upon sixty (60) days' written notice to the Contractor for any reason other than stated in subparagraph B above, in which case payment shall be made in accordance with Sections 4 and 9 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

D. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 23, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

24. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Human Resources
3000 Rockefeller Ave, M/S 503
Everett, Washington 98201
Attention: Rhea Reynolds, Human Resources Director

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor: CuraLinc Healthcare
314 W. Superior Street, Ste. 601
Chicago, IL 60654
Attention: David Pawlowski, COO

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

25. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

26. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

27. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

28. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

29. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

30. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

31. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

32. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

33. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

34. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

35. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

County Executive Ken Klein Date
Executive Director

CURALINC, LLC:

Name Derek Newell 6/11/2025
Title: Chief Executive Officer Date

Approved as to form only:

Deputy Prosecuting Attorney 6/26/2025
Date

Approved as to insurance
and indemnification provisions:

Risk Management

Schedule A
Scope of Services

The Contractor hereby agrees to perform or assist in the performance of the following services for the County.

1. Provide on-going consultation for the County's EAP, to include the overall Program design, development, implementation, and management through a CRM.
 - a. The CRM is the Contractor's primary contact and is responsible for building strong relationships with each client and advisor. The CRM assesses and understands the County's needs and tailors communication and engagement program component initiatives designed for strategic alignment with the County's overall benefit strategy.
 - b. The CRM is responsible for the on-going management and development of the Program which includes reliable reporting and measurement, as well as strategic discussions that provide on-going alignment with the County's wellness objectives. The CRM provides each client with guidance and support to ensure they derive maximum value from their Program offerings.
 - c. The CRM remains the County's primary contact for on-going Program management which includes both scheduled and ad-hoc reporting, escalated issue resolution, and coordination with the Contractor's subject matter resources and other critical business operating units. The CRM will proactively update and educate the County and advise on specific news and enhancements, strategic planning, and provide consultation, guidance, and thought partnership during the County's onsite events and meetings.
2. Provide telephonic access to the Program 24 hours per day, seven days per week, 365 days per year, staffed by licensed clinicians.
3. Provide an intake Assessment including, but not limited to: gathering psychosocial history; identifying Presenting Issue(s), evaluating treatment and substance abuse history; completing a risk profile for the CIEBD; and developing the appropriate care plan.
 - a. If the Presenting Issue(s) can be resolved within the framework of the EAP model, CuraLine will provide clinical consultation and individual case management to CIEBDs, which will include:
 - i. In-the-moment support and, if necessary, immediate crisis counseling.
 - ii. Short-Term Counseling or Sub-Clinical Coaching.
 1. Referral for up to *three (3) sessions* per Presenting Issue (the Limitation).
 2. At the CIEBD's discretion, the aforementioned sessions may be delivered either in-person or via Distance Counseling.
 - iii. Post-case referral to an appropriate professional or helping agency, when

Schedule A

Scope of Services

appropriate.

- iv. Follow-up on each case to determine success of the rehabilitation process or need for further assistance.

- b.** If the initial Assessment reveals that treatment is required beyond the scope of the EAP, CuraLinc will provide the CIEBD with appropriate referrals for providers or facilities that are in the CIEBD's community or benefit plan network.

- i. The Contractor will verify the CIEBD's eligibility.
- ii. The Contractor will educate the CIEBD regarding the upcoming sequence of events.
- iii. The Contractor will give the CIEBD names and contact information of in-network providers or facilities that are appropriate for their condition, located near the CIEBD's home or workplace if in-person, and accepting new patients, but the participant will need to follow the providers/facilities internal intake/scheduling process.

4. Assist in the internal promotion of the Program, including the development of an engagement strategy, which may include the preparation and delivery of posters, flyers, wallet cards, introductory letters, electronic messages and newsletters.
5. Provide activity reports on a quarterly basis that include aggregated trends and utilization from the Program, but do not include information about individual CIEBD participants.
6. Create and provide an EAP web platform customized for the County that includes, but is not limited to, tip sheets, online toolkits, information, articles, resource search engines, audio and video files, “how-to” guides, a form to schedule a call back or request more information, a comprehensive topical resource library, Textcoach®, Mindstream™, Mental Health Navigator and online educational and training seminars.
7. Create and provide an EAP mobile platform customized for the County that includes, but is not limited to, tip sheets, online toolkits, information, articles, resource search engines, audio and video files, “how-to” guides, a form to schedule a call back or request more information, a comprehensive topical resource library, Textcoach®, Mindstream™, Mental Health Navigator and online educational and training seminars.
8. The Contractor will provide consultative services to the County’s managers and supervisors regarding workplace and/or employee issues as needed. Services include, but are not limited to the following:
 - a. Unlimited telephonic consultations to managers and supervisors regarding employee performance issues, workplace disputes, conflict resolution, and other issues related to employees and interpersonal relationships.

Schedule A
Scope of Services

- b. Provide and maintain an online self-service managerial portal that includes promotional materials, training resources, and tools for managing employee well-being.

9. Provide Work/Life Services as described below:

- a. **Legal Consultation:** Each CIEBD is entitled to Telephonic Legal Services and In-Person Legal Services as described below at no cost. All additional costs following the consultation will be identified by the attorney in the retainer agreement, which must be agreed to in advance by the CIEBD, who is solely responsible for payment for services delivered beyond the scope of the Program. Excluded services are any matters involving current or prior work-related issues of the eligible employee or dependents, or any issues related to Company. Legal content is also available on the Program's web or mobile portals.
 - i. **Telephonic Legal Consultation:** CuraLinc will provide the CIEBD with one thirty-minute telephonic consultation from an attorney who: has been licensed to practice law in the forum state for at least ten (10) years; has no public record of non-administrative discipline within the last ten (10) years; carries malpractice insurance; and has not been convicted of any felony or crime involving moral turpitude, been the subject of any non-administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment. The attorney shall provide, via telephone and at no cost to the CIEBD, up to thirty minutes of time to answer general questions of law according to the applicable state law.
 - ii. **In-Person Legal Consultation:** CuraLinc will provide the CIEBD with one thirty-minute office consultation from an attorney or law firm that: is duly licensed to practice law in the CIEBD's forum state; has a managing or operating partner with a minimum of five (5) years' experience from the date admitted to the bar of the forum state; carries malpractice insurance; and has not been convicted of any felony or crime involving moral turpitude, been the subject of any non-administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment.
- b. **Financial Consultation:** Each CIEBD is entitled to consultation with a financial counselor or budget specialist who can address questions on all matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, bankruptcy prevention, financial goal-setting, estate/financial planning, identity theft recovery and credit report review. Brief consultations without an appointment are available any weekday, Monday through Friday, or for up to an hour by appointment. In appropriate circumstances, a referral to non-profit service provider(s) may be suggested to further address the CIEBD's need. Financial content is also available on the Program's web or mobile portals.
- c. **Child Care Resource and Referral Services** – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including

Schedule A
Scope of Services

telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through CuraLinc. It is understood that the selection of a facility/provider is the responsibility of the CIEBD. The delivery of the aforementioned materials is to be provided to CIEBD by the Contractor and/or available through the Program's web or mobile portals.

- d. **Elder Care Resource and Referral Services** – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through the Contractor. It is understood that the selection of a facility/provider is the responsibility of the CIEBD. The delivery of the aforementioned materials is to be provided to CIEBD by the Contractor and/or available through the Program's web or mobile portals.
- e. **Convenience Resource and Referral Services** – Each CIEBD is entitled to unlimited telephone consultation on enhanced services/convenience services that include, but are not limited to, diet and nutrition, smoking cessation, clubs/associations, kennels/pet care, relocation services, home repair, automobile services, etc. Costs associated with membership and retention of services will be the sole responsibility of the CIEBD.

10. Training and Critical Incident Stress Management Services as described below:

- a. **Training** – the Contractor provides a comprehensive array of customized workshops and personal development modules designed to make employees more effective and to amplify the availability of the Program. The Contractor will provide onsite or virtual Topical or Benefit Training sessions to CEs, selected from the most current version of the Contractor's training catalog.
- b. **Critical Incident Stress Management** – Incidents such as workplace violence, robbery, a natural disaster, suicide or a workplace accident can leave employees shocked, distracted and unable to perform their job effectively. Even non-violent acts, such as the natural death of an employee, spouse or child, can be temporarily debilitating. CISM services are offered to CEs following these, and other traumatic events.
 - i. **Level I (Referral):** The Contractor will provide unlimited telephonic consultation to the County and to CEs, as well as distribution of educational materials and program flyers for all impacted CEs. CEs (and, if applicable, family members) have around-the-clock access to the Program for in-the-moment support, if necessary. *Level I responses, which do not include onsite resources, are included on an unlimited basis at no additional cost.*
 - ii. **Level II (Onsite Response):** The Contractor will provide all services included in a Level I response, plus the coordination and delivery of onsite CISM services in the workplace. The purpose of onsite CISM services is to

Schedule A
Scope of Services

provide impacted CEs (and, if applicable, family members) with an opportunity to discuss their reactions to the event, to provide education and coping skills for managing reactions, and to assist CIEBDs who need additional services with linkage to the most appropriate resources, including the EAP. Onsite Critical Incident Stress Management may be delivered individually or in a group setting. The Contractor will provide consultation regarding the most clinically appropriate timing, location and modality of services, based on the nature of the event and the preference of the County. A written response plan, which outlines the goals and objectives for the response, as well as the plan for follow-up, is provided for all Level II Onsite Response services.

- c. The Contractor will provide the County with a bank of ***forty (40) hours*** of Topical or Benefit Training, or Level II CISM services, per calendar year at no additional cost. ***At additional cost to the County and only at the County's request***, additional in-person Topical or Benefit Training, or Level II CISM services, are available for \$245.00 per hour.
 - i. Additional fees may apply if a Topical or Benefit Training session is not scheduled with the Contractor at least 45 days before the event.
 - ii. The County will be responsible for the Allocation Value or cost of a Topical or Benefit Training session, or a Level II CISM response, if a notice to cancel is not provided to the Contractor within 48 hours of the event.
 - iii. If the number of CEs covered by the Program changes by twenty percent (20%) or more from the Employee Count of 3,052, the Contractor reserves the right to adjust the aforementioned bank of hours with thirty (30) days' notice to the County.
11. ***At additional cost to the County and only at the County's request***, any additional onsite services will be provided for \$245.00 per hour.

Schedule B Compensation

In consideration for the above-mentioned services, the County agrees to pay the Contractor a sum of *one dollar and thirty-five cents (\$1.35)* per Covered Employee per month. The initial payment will be based on an Employee Count of 3,052, provided during the RFP process. For subsequent payments, the County will provide the Contractor with an updated Employee Count on a monthly basis.

If, at any time, the number of Covered Employees eligible for the Program varies from the Employee Count of 3,052 by twenty percent (20%) or more, the Contractor reserves the right to adjust the aforementioned price for the Program with thirty (30) days' notice to the County. Notwithstanding the foregoing, the aforementioned price(s) will be guaranteed to the Company until July 31, 2028.

The Program will be invoiced on a monthly basis, the first day of the month. The fee for the Program shall be calculated based upon the number of Covered Employees designated as eligible as of the start of each period. Payment is due thirty (30) days from the date of the invoice. A finance charge of 2.0% of unpaid invoices will be assessed each month for any amounts that are not the subject of a good faith dispute and are unpaid past the due date. If this Agreement terminates for any reason prior to the expiration of a period for which the County has paid the aforementioned fees, then the Contractor shall refund to the County that portion of the fees that relate to the unexpired portion of the period.