

**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN SNOHOMISH COUNTY AND
IDEAL OPTION PLLC**

This Amendment No. 3 is made and entered into on the 31st day of August, 2025, between the SNOHOMISH COUNTY, hereinafter called “County,” and IDEAL OPTION PLLC hereinafter called the “Contractor.”

WHEREAS, the Parties hereto have previously entered into an agreement (the “Original Agreement”) to provide mass spectrometer detection and novel substance identification; and

WHEREAS, on September 1, 2024, the County and Contractor executed an Amendment No. 1 to the Original Agreement to amend the total amount and extend the term; and

WHEREAS, on March 3, 2025, the County and Contractor executed an Amendment No. 2 to the Original Agreement to amend the total amount and extend the term; and

WHEREAS, both parties desire to further amend the total amount and extend the term of the Original Agreement, as amended;

NOW THEREFORE, in consideration of the terms, conditions covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Section 2 of the Original Agreement, as amended, is hereby amended in its entirety to read as follows:

Term of Agreement; Time of Performance. This Agreement shall be effective upon full execution of this Agreement by the parties (the “Effective Date”) and shall terminate on August 31, 2026, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than August 31, 2026, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2025, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

2. Section 3F of the Original Agreement, as amended, is hereby amended in its entirety to read as follows:

Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$77,508.00 for the initial term of this Agreement (excluding extensions or renewals, if any), PROVIDED, HOWEVER, that of the \$77,508.00 total, charges shall not exceed \$45,000.00 for the period June 24, 2024 through August 31, 2025, and charges shall not exceed \$32,508.00 for the period September 1, 2025 through August 31, 2026.

3. Schedule A to the Original Agreement, as amended, remains effective for work completed through August 31, 2025. Thereafter, beginning September 1, 2025, Schedule A1, attached hereto and incorporated herein by this reference, shall be in effect.
4. Second Amended Schedule B to the Original Agreement, as amended, is hereby deleted in its entirety and a new Third Amended Schedule B, attached hereto and incorporated herein by this reference, is hereby added to the Original Agreement.

5. All other terms and conditions of the Original Agreement, as amended, shall remain in full force and effect except as expressly modified by this Amendment No. 3.

IN WITNESS THEREOF, Contractor has caused this Amendment No. 3 to be executed by its CFO and the County has caused this Amendment No. 3 to be executed by its Executive, each of whom have authority to bind their respective entities.

SNOHOMISH COUNTY

IDEAL OPTION PLLC

County Executive

Date

Garrett Leaf

Garrett Leaf
President/COO

09/09/2025

Date

Schedule A1
Scope of Services

“Novel Substances,” are defined as illicit substances not previously identified by drug experts or not previously detected within routine surveillance in our jurisdiction. Examples include xylazine, clonazepam, etizolam, and fentanyl analogues. These substances are impacting the community, the criminal justice system, healthcare, and the individuals in substance use disorder (SUD) treatment programs. Typical lab panels used in SUD programs, crime labs, and hospitals focus on a few drug classes, such as alcohol, opiates, cocaine, cannabis, and amphetamines, and do not have the capacity to identify Novel Substances. Contractor will provide the Snohomish County Health Department (SCHD) with an up-to-date picture of the Novel Substances in Snohomish County’s illicit drug supply by detecting, collecting and sharing information about Novel Substances detects in Snohomish County (the “Novel Substances Data”).

In order to provide these services, Contractor will:

- A. Have an established laboratory with mass spectrometry capabilities and use laboratory infrastructure/procedures to test for and report monthly to SCHD on the presence of Novel Substances in Snohomish County testing samples.
- B. Employ staff with expertise in detecting and identifying Novel Substances.
- C. Establish access to and collect testing samples from a population of individuals within Snohomish County identified as potential users of Novel Substances, such as individuals entering substance use disorder (SUD) treatment.
- D. Provide those individuals whose samples are tested with copies of policies and procedures around intended uses of data and privacy rights, ensuring compliance with the Health Insurance Portability and Accountability Act (HIPAA).
Additionally, the Contractor will work to avoid punitive actions resulting from this additional level of surveillance, e.g. reducing access to future treatment/services based on test results.
- E. Convene with the County to discuss the possibility of using Novel Substance Data to improve clinical patient care and harm reduction counseling and collaborate on a strategy to disseminate this information to community stakeholders.
- F. Provide de-identified Novel Substance Data reporting to SCHD monthly.
- G. Participate in, at a minimum, quarterly check-ins with the County to discuss progress, challenges, opportunities, etc.
- H. Work with SCHD to identify stakeholders (including people who used drugs, harm reduction organizations, and health systems partners) who would benefit from access to de-identified Novel Substance Data and its interpretation in easily understood language.
- I. Collaborate with SCHD to understand what information related to Novel Substances stakeholders want and how these stakeholders will best receive such information.
- J. Work with SCHD to establish pathways for distributing to stakeholders de-identified Novel Substance Data and relevant, substance-specific harm reduction education, all education materials to be provided by SCHD.
- K. Establish benchmarks and a system for monitoring progress towards benchmarks to determine the extent to which sharing de-identified Novel Substance Data increases stakeholder knowledge of substance trends.
- L. Create action items to address Novel Substance trends reported to SCHD through monthly data reports.

Third Amended Schedule B
Compensation

June 25, 2024 – March 31, 2025 billing

Services	Monthly Cost
Testing	\$610.00
Supplies	\$167.00
Staffing	\$1,723.00
Total Monthly Costs	\$2,500.00
Total Costs Not to Exceed	\$30,000.00

April 1, 2025 – August 31, 2025 billing

Services	Cost
Supplies	\$50.00
Staffing	\$1,500.00
Other – Laboratory Data Report	\$1,300.00
Indirect Rate 10%	\$150.00
Total Monthly Cost	\$3,000.00
Total Costs Not to Exceed	\$15,000.00

September 1, 2025 – August 31, 2026 billing

Services	Cost
Supplies	\$40.00
Staffing	\$1,336.00
Other – Laboratory Data Report	\$1,200.00
Indirect Rate 10%	\$133.00
Total Monthly Cost	\$2,709.00
Total Costs Not to Exceed	\$32,508.00