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COUNTY DEPT: Snohomish County Prosecutor
DEPT. CONTACT PERSON: Michael Held, Chief of Staff
TELEPHONE/FAX NUMBER: 425-388-6357/425-388-6333
PROJECT: Snohomish County LEAD and RNP Programs
AMOUNT: Not to exceed \$450,000.00 annually
FUND SOURCE: HCA LEAD Contract #K7137)
North Sound BH-ASO RNP Contract
BJA COSSUP Grant
CONTRACT DURATION: September 1, 2023, through June 30, 2024
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 PURPOSE DIGNITY ACTION FKA PUBLIC DEFENDER ASSOCIATION, a Washington nonprofit corporation (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to memorialize the terms by which the County will compensate Contractor to provide: 1) a dedicated Program Director to direct the day-to-day operations of the County's Law Enforcement Assisted Diversion program ("LEAD" or "LEAD program") and Recovery Navigator Program ("RNP"); 2) a dedicated Program Assistant to provide clerical and administrative support to the Program Director; and, 3) a dedicated RNP Coordinator to assist in the development, coordination, and delivery of social services, consistent with the dictates of Engrossed Senate Bill 5476 and Second Engrossed Second Substitute Senate Bill 5536, both of which respond to the *State v. Blake* decision, by addressing justice system responses and behavioral health prevention, treatment, and related services to individuals who have frequent criminal legal system contact because of ongoing and unmet behavioral healthcare needs.

A. *Prior Agreement and Amendments Superseded.* This Agreement shall supersede the prior Agreement for Professional Services fully executed between the parties on September 8, 2020, and all amendments executed to that Agreement thereafter.

2. Services.

A. *LEAD Program Director Services.* Under the overall guidance of Contractor's Co-Executive Director, Contractor will supervise the LEAD Program Director.

i. *LEAD Program Director Skills and Abilities.* Contractor shall ensure that Program Director demonstrates:

- An understanding of, and a commitment to, LEAD's core principles;
- Knowledge of Snohomish County's incorporated cities and unincorporated communities;
- The ability to clearly communicate core principles and support and advise others with less experience in harm reduction-based social work and in police social work partnership;
- A deep understanding of substance abuse disorder, motivational interviewing, and harm reduction strategies;
- Experience running meetings;
- Excellent written and verbal communication skills;
- Self-motivation with strong interpersonal, public speaking and problem-solving skills, and interest in working as a member of a team in a fast-paced, dynamic environment;
- Interest in criminal justice, homelessness, and/or drug policy reform, and a willingness to approach these with a racial justice analysis;
- Experience with and knowledge of local homeless services and housing systems; safety/order issues in Snohomish County communities;
- Experience supervising staff;
- Basic computer skills, including the ability to use the internet, email, word processing, and spreadsheets.

ii. *LEAD Program Director Duties.* The LEAD Program Director shall manage the implementation and day-to-day operations of the LEAD and RNP in Snohomish County. The LEAD Program Director's duties shall include the following:

- Ensure that the LEAD and RNP Programs are managed to achieve expected outcomes that are measurable, and which will later be used in the future to evaluate the performance and to ensure accountability for the use of LEAD Program grant funding;
- Manage regular Operational Workgroup (OWG) meetings and processes;
- Facilitate the sharing of information with and among the LEAD OWG members and RNP partners about program participants' situations and progress; discuss referral criteria, program capacity, and compliance with LEAD protocols;
- Coordinate with prosecutors, police, case managers, and community partners on a regular basis and address operational problems as they arise;
- Coordinate with stakeholders (including law enforcement, service providers, prosecutor's office, businesses, and other community safety advocates) to design and implement LEAD within Snohomish County;
- Coordinate with and manage the activities of the LEAD Policy Coordinating

- Group;
- Establish referral and intake procedures with the assistance of Contractor and program partners;
 - Monitor and ensure that the LEAD program has capacity to receive at least 350 participant referrals by June 30, 2023;
 - Work with community groups to understand current public health and public safety needs within Snohomish County; educate community members (including individuals, business community groups, and social service providers) on LEAD functions and operations;
 - Collaborate with the PCG and other partners to identify, coordinate, develop, submit, and manage grant applications to secure future funding for LEAD;
 - Coordinate with the Washington State Health Care Authority (HCA) and the North Sound Behavior Health Administrative Services Organization (BH-ASO) in evaluation process and ensuring that partners are meeting the program's data collection requirements;
 - Ensure that law enforcement stakeholders and case managers are meeting data collection requirements established in coordination with Contractor's Technical Assistance Team.
 - Submit monthly LEAD Progress Reports, Monthly Data Collection Reports, Minutes, and agendas detailing all Snohomish County LEAD Policy Coordinating Group and Operational Work Group meetings to the HCA;
 - Work with program partners (including, but not limited to, contracted case management providers and all participating local law enforcement agencies) to identify and pursue training opportunities.
 - Identify gaps in accessing services as part of continual resource mapping to help inform future expansion of resource in Snohomish County.
 - Ensure that the RNP Uniform Standards are implemented with fidelity and that program outreach and communication are coordinated amongst similar programs in the greater Snohomish County area.
 - Work in conjunction with the North Sound BH-ASO Regional Recovery Navigator Administrator and participate in periodic meeting to ensure the Administrator is aware of any barriers, challenges, and success.
 - Directly supervise the work of Snohomish County's RNP Coordinator and the incorporation of the RNP into Snohomish County LEAD
 - Directly supervise and manage the work assignments of the LEAD and RNP Program Assistant.

C. *Recovery Navigator Program Coordinator Services.* The Snohomish County LEAD Program Director will supervise the RNP Coordinator.

i. *RNP Coordinator Skills/Qualifications.* Together, the Contractor's Executive Co-Director and the LEAD Program Director shall ensure that the RNP Coordinator demonstrates the following skills/qualifications:

- Self-motivated and able to seek opportunities for learning during downtime;
- Able to think quickly and move nimbly to handle unique situations as they arise and determine appropriate next steps;
- Organized and responsive;
- Professional and courteous on the phone and in person;
- Knowledge of recovery principles and tools;

- Ability to communicate effectively, both written and verbal;
- Strong ability to summarize and document phone conversations, client interactions and community contacts.
- Basic computer skills, including the ability to use the internet, email, word processing, and spreadsheets.

ii. *RNP Coordinator Job Responsibilities and Duties.* The RNP Coordinator, under the supervision of the Snohomish County LEAD Program Director, shall manage the everyday operation of the program. The RNP Coordinator's duties shall include:

- Responding to community referrals and interact with individuals who might need case management or ongoing referrals to external services;
- Engaging participants on the street to build rapport, establishing a working relationship and offering supportive services;
- Providing short-term assistance while addressing the immediate needs of the individual. Assessing participants first for basic needs and then for severity of chemical dependency, mental illness and housing status and determining needs for connection to more structured care (medical care, substance use treatment, therapeutic support, etc.);
- Facilitating a warm hand off to the supportive services identified;
- Coordinating with RNP and LEAD case management staff to meet the individual needs of new and existing program participants;
- Following-up with program participants in the community when there is indication of disengagement and coordinating with RNP and LEAD case management staff to meet the individual needs of new and existing program participants;
- Answering Snohomish County LEAD recovery hotline, a phone service available to officers, prosecutors and people seeking services in Lynnwood, Everett and other areas of Snohomish County and providing to callers with substance use disorder treatment options and available resources;
- Collecting and providing data points related to the individuals referred to the program and providing data to the LEAD Program Director;
- Conducting outreach with other local outreach teams including Syringe Services needle exchange programs, hot meal sites, libraries, and community resource centers;
- Attending regularly scheduled bi-weekly Operational Work Group Meetings for the staffing of participants with partners, and LEAD team and other agency required meetings;
- Maintaining an up-to-date list of substance use disorder agencies, detox facilities, MAT programs and AA, NA, and Al-Anon meetings in the area;
- Regularly connecting with therapeutic treatment providers, medical programs, food and shelter agencies and other social services programs to obtain information about their referral criteria, assessments, insurance requirements, payment structure, schedules, and availability for new clients;
- Identifying gaps in accessing services as part of continual resource mapping to help inform future expansion of resource in Snohomish County.
- Serving as a liaison with social service organizations and provider agencies.
- Assisting in the creation of RNP & LEAD outreach flyers and other informational and/or promotional materials for distribution;
- Developing and maintaining participant files for assigned caseload according to program, contract and state requirements;

- Utilizing Julota, the software program required cloud-based client tracking system;
- Collecting data point information related to the individuals referred to the program utilizing the North Sound BHASO's data collection tool and providing monthly reports to the North Sound BHASO;
- Conducting LEAD Operational Work Group meetings when Program Director is absent;
- Attending community meetings as a representative of the Snohomish County LEAD Recovery Navigator Program.

D. *LEAD and RNP Program Assistant Services.* Under the overall guidance of the Contractor's Co-Executive Director, the Snohomish County LEAD Program Director will supervise the LEAD and RNP Program Assistant.

i. *LEAD and RNP Assistant Skills and Abilities.* Together, Contractor's Co-Executive Director and LEAD Program Director shall ensure that the LEAD and RNP Program Assistant demonstrates the following skills/qualifications:

- Excellent written and verbal communication skills;
- Self-motivated with strong interpersonal, public speaking and problem-solving skills;
- Exceptional time management and organizational skills with little need for oversight;
- Sharp attention to detail with ability to multitask;
- Advanced computer skills, including ability to create charts, enhance spreadsheets, create flyers and, visual presentations and other documents for public consumption;
- Professional ability to interact with community leaders while representing the Snohomish County LEAD and RNP programs;
- Knowledge of public health is desired, including concepts of harm reduction, health equity, health disparities and cultural humility;
- Experience as an administrative or executive assistant in high volume office environment working with highly sensitive or confidential information;
- Knowledge of medical terminology, behavioral health and human services issues is desired;
- Experience facilitating meetings;
- Experience writing professional letters, taking notes, and producing print materials for a governmental program.

ii. *LEAD and RNP Program Assistant Duties.* The LEAD and RNP Program Assistant, under the supervision of the Snohomish County LEAD Program Director, shall Assist the Program Director in managing the everyday operation of the two programs. The LEAD and RNP Program Assistant duties shall include the following:

- Manage data collection, deadlines and contract reporting and provide to Program Director;
- Prepare statements, reports, flyers and promotional materials;
- Create print materials for staff, officer and community training;
- Develop visual presentations for LEAD program;
- Prepare and distribute agendas, minutes and other documents;
- Attend LEAD Snohomish County meetings and take dictation and transcribe

- material;
- Partake in community meetings, listen, take notes and report back to Program Director;
- Provide support at Operation Work Group (OWG), Policy Coordinating Group (PCG), and other meetings with community partners
- Maintain records pertaining to program activities;
- Organize calendars, schedule appointments, make travel arrangements.;
- Attend regular one-on-one meetings with Program Director;
- In absence of Program Director, act as liaison for program needs, filter issues, set priorities and serve as primary point of contact for Program Director;
- Perform additional tasks to support and at the direction of the Program Director.

E. *Limited Financial Support for LEAD and RNP Program Participants.* Contractor may provide limited financial support to LEAD and RNP Program participants for basic needs such as food, shelter, clothing, public transportation, and legal identification.

The services above 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 govern services from September 1, 2023, through June 30, 2024; PROVIDED HOWEVER, That the term of this agreement may be extended or renewed for up to four (4) additional one (1) year terms, at the sole discretion of the County, by written notice of the County to the Contractor. PROVIDED FURTHER, that the County's obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation. The County will reimburse the Contractor monthly, upon submission of an invoice for all salary and benefits paid to the Snohomish County LEAD Program Director, the Snohomish County RNP Coordinator, and the Snohomish County LEAD and RNP Program Assistant. The total cost of wages, benefits, overhead, and administration incurred shall not exceed the contract maximum agreed to in this contract. Limited Financial Support in the form of Flex Funds will be provided to Contractor in the lump sum amount of fifteen thousand dollars (\$15,000.00) to financially support clients who are actively engaged LEAD and RNP programs and need short term funding for items such as housing, shelter, identification, food, clothing, and other basic needs. On a monthly basis, Contractor will provide an accounting and submit receipts for flex funds expended during the prior month. Flex funds expenditures may not exceed the total lump sum advanced. All unused flex funds shall be returned to the County within 30 days of this

Agreement's termination.

A. *Services.* The County will pay the Contractor monthly, upon submission of an invoice, for the salary and benefits of the Snohomish County LEAD Program Director, the Snohomish County RNP Coordinator, and the Snohomish County LEAD and RNP Program Assistant.

B. *Overhead Expenses and Administrative Costs.* The Contractor's compensation also includes overhead expenses, and administrative costs. Administrative costs shall not exceed 15% of the combined total of salaries and benefits paid in Section A, Services, above, plus overhead expenses (excluding Flex Funds, see Section 3. G.).

C. *Invoices.* Upon completion of the work, the Contractor shall submit a properly executed invoice to the County indicating that all of the work has been performed and the amount of the flat fee due from the County. The invoice shall include an itemization of any reimbursable expenses incurred by the Contractor in performing the work, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3. Subject to Section 8 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 the Agreement, including salaries, benefits, overhead expenses, administrative costs, and Flex Funds shall not exceed \$375,000.00 from September 1, 2023, through June 30, 2024 (excluding extensions or renewals, if any).

G. *Limited Financial Support (Flex Funds).* Limited Financial Support (Flex Funds) will be provided to Contractor in the lump sum amount of fifteen thousand dollars (\$15,000.00) to financially support clients who are actively engaged LEAD and RNP programs and need short term funding for items such as housing, shelter, identification, food, clothing, and other basic needs. On a monthly basis, Contractor will provide an accounting and submit receipts itemizing the goods and services purchased, and dates on which the goods/service was provided to the LEAD and RNP Program participants for flex funds expended during the prior month. Flex funds expenditures may not exceed the total lump sum advanced. All unused flex funds shall be returned to the County within 30 days of this Agreement's termination.

The County may dispute any such expenditure by notifying Contractor in writing that one or more expenditure is in dispute. All disputes will be resolved by: (1) a determination by the County that the expenditure was for a qualifying item/service, or (2) repayment from Contractor to the County. At the expiration, or early termination, of this Agreement, Contractor shall remit all remaining "Limited Financial Support" funds to the County.

4. 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 to be engaged in performing 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. 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.

5. Ownership. With the exception of data entered into the LEAD program Julota case management software program, and any other data collected or managed that is subject to HIPAA or SAMHSA, 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 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. Material 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.

6. 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.

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

Name: Michael Held
Title: Chief of Staff
Department: Prosecuting Attorney's Office
Telephone: (425) 388-6357
Email: mheld@co.snohomish.wa.us

8. 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.

9. Subcontracting and Assignment. The Contractor shall not subcontract, 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 subcontract, 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.

10. 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 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.

11. Indemnification.

A. *Professional Liability.* The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

B. *All Other Liabilities Except Professional Liability.* To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, 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.

12. 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 12, 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. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(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: \$2,000,000.

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.**

f. Indemnification of North Sound BH-ASO. The Contractor, as a subcontractor to the County's RNP Contract with North Sound BH-ASO, shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of Contractor, its officers, employees, and/or agents in connection with or in support of this Contract. Contractor expressly agrees and understands that North Sound BH-ASO is a third-party beneficiary to this Contract and shall have the right to bring an action against Contractor to enforce the provisions of this paragraph

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her 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.]

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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 21 of this Agreement.

21. 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 30 (thirty) 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 3 and 8 hereof.

Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

25. 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.

26. 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.

27. Debarment Certification. The Contractor, by signature to this Contract, certifies Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred).

28. Necessary Licenses, Certifications, and Permits. The Contractor is required to hold all necessary licenses, certifications, and permits as required by law for the performance of the services to be performed under this Contract and shall notify the County in the event of a change in status of any required license or certification.

29. Corrective Action. Contractor is required to correct any areas of deficiencies in the Contractor's performance that are identified by the County, North Sound BH-ASO, and/or HCA, and the County may revoke delegation, impose corrective action, or take other remedial actions if Contractor fails to comply with the terms of this Contract.

30. Contract Performance/Enforcement. North Sound BH-ASO, a County LEAD and RNP fund

Grantor, is vested with the rights of a third-party beneficiary, including the "cut through" right to enforce Contractor's performance should the County be unwilling or unable to enforce action on the part of Contractor. In the event the County dissolves or otherwise discontinues operations, North Sound BH-ASO may, at its sole option, assume the right to enforce the terms and conditions of this Contract directly with Contractor; provided North Sound BH-ASO keeps the County reasonably informed concerning such enforcement. In the event of the dissolution of the County, North Sound BH-ASO's rights in indemnification shall survive.²⁹ Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

31. 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.

32. No Third Party Beneficiaries. Except as provided for in Sections 12.f, 29, and 30 above, 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.

33. 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.

34. 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.

35. 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.

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

37. 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:

PURPOSE. DIGNITY. ACTION.:



12/6/2023

County Executive

Date

Contractor

Date

Lisa Daugaard, Director

