

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
SNOHOMISH HEALTH DISTRICT AND
[REDACTED] FOR CONTRACTOR SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Snohomish Health District, a Washington State municipal corporation organized under RCW 70.46, ("District") and [REDACTED], a Washington Corporation, ("Contractor").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to perform follow-up with overdose patients presenting at [REDACTED], as more fully described in Article II. The general terms and conditions of the relationship between the District and the Contractor are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Contractor unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Contractor's profession.

ARTICLE III. OBLIGATIONS OF THE CONTRACTOR

III.1 MINOR CHANGES IN SCOPE. The Contractor shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the District when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The District may desire to have the Contractor perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Contractor at no cost to the District. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Contractor to the District, and upon completion of the work shall become the property of the District, except that the Contractor may retain one copy of the work product and documents for its records. The Contractor will be responsible for the accuracy of the work, even though the work has been accepted by the District.

In the event that the Contractor shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Contractor, along with a summary of work as of the date of default or termination, shall become the property of the District.

Upon request, the Contractor shall tender the work product and summary to the District. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the District.

Contractor will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Contractor.

III.3 **TERM.** The term of this Agreement shall commence on the date this agreement is executed by all parties and shall remain in effect until [REDACTED]. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the District.

III.5 **EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Contractor.

b. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the District, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Contractor or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Contractor.

c. Contractor represents, unless otherwise indicated below, that all employees of Contractor that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise.

(Please indicate No or Yes below)

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Contractor indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the District is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Contractor hereby agrees to save, indemnify, defend and hold District harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Contractor affirms that an employee providing work has ever retired from a Washington State

retirement system, said employee shall be identified by Contractor, and such retirees shall provide District with all information required by District to report the employment with Contractor to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the District provides the Contractor with notice of a public records request per Paragraph IV. 3 b, Contractor agrees to save, hold harmless, indemnify and defend the District its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the Contractor's violation of the Public Records Act RCW 42.56, or Contractor's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term.** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Contractor shall obtain insurance of the types described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office

(ISO) form CA 00 01.

- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The District shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Contractor's profession.

d. **The minimum insurance limits shall be as follows:** Contractor shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Contractor's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the District.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

g. **Verification of Coverage.** In signing this agreement, the Contractor is acknowledging and representing that required insurance is active and current. Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance

requirements of the Contractor before commencement of the work. Further, throughout the term of this Agreement, the Contractor shall provide the District with proof of insurance upon request by the District.

h. **Insurance shall be Primary - Other Insurance Provision.** The Contractor's insurance coverage shall be primary insurance as respect the District. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the District. Any Insurance, self-insurance, or self-insured pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.

i. **Failure to Maintain Insurance** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the District may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the District on demand, or at the sole discretion of the District, offset against funds due the Contractor from the District.

j. **District Full Availability of Contractor Limits**
If the Contractor maintains higher insurance limits than the minimums shown above, the District shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the District evidences limits of liability lower than those maintained by the Contractor.

k. **Subcontractors' Insurance**
The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Contractor agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the District, and further that the Contractor will be barred from performing any services for the District now or in the future, unless a showing is made satisfactory to the District that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Contractor agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Contractor shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Contractor represents that the firm and all employees assigned to work on any District project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Contractor and the District understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Contractor shall make no claim of District employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Contractor shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the District is assessed a tax or assessment as a result of this Agreement, the Contractor shall pay the same before it becomes due.

c. The District may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

d. Prior to commencement of work, the Contractor shall obtain a business license from the County.

III.12 CONFLICTS OF INTEREST. The Contractor agrees to and shall notify the District of any potential conflicts of interest in Contractor's client base and shall obtain written permission from the District prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the District determines in its sole discretion that a conflict is irreconcilable, the District reserves the right to terminate this Agreement.

III.13 DISTRICT CONFIDENCES. The Contractor agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the District in each instance, the confidences of the District or any information regarding the District or services provided to the District.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Contractor shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Contractor must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Contractor will use the following Subcontractors/Subconsultants: NONE.

c. The Contractor may not substitute or add subcontractors/subconsultants without the written approval of the District.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Contractor shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE DISTRICT

IV.1 PAYMENTS.

a. The Contractor shall be paid by the District for services rendered under this Agreement as described in the Scope of Services, and as provided in this section. The District will reimburse Contractor based on staffs' actual rate and working hours recorded.

b. In no event shall the compensation paid to Contractor under this Agreement exceed without the written agreement of the Contractor and the District. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the District elects to expand the scope of services from that set forth in Exhibit A, the District shall pay Contractor a mutually agreed amount.

c. Upon completion of the appraisal and District's acceptance of the work, the Contractor shall submit an invoice to the District for services performed in a format acceptable to the District. The Contractor shall maintain time and expense records and provide them to the District upon request.

d. The District will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 DISTRICT APPROVAL. Notwithstanding the Contractor's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the District, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and District requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Contractor shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the District and/or the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit. Representatives of the District and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or

inspection identifies any discrepancy in such financial records, the Contractor shall provide the District with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.** The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the District, the District may provide the Contractor with a copy of the Records Request and the Contractor shall provide copies of any District records in Contractor's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Contractor will provide the District with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the District shall be sent to the following address:

Snohomish Health District
3020 Rucker Avenue, Suite 308
Everett, WA 98201-3900
425.339.5210

Notices to the Contractor shall be sent to the following address:

XXXX

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the District to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Contractor.

If this Agreement is terminated in its entirety by the District for its convenience, the District shall pay the Contractor for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2021.

SNOHOMISH HEALTH DISTRICT

XXXXXX

By _____

By _____

Approved as to form:

Grant K. Weed, District Attorney

Exhibit "A"
STATEMENT OF WORK

SCOPE OF WORK:

The purpose of this Agreement is to facilitate a system to improve clinical care for patients taking opioids for chronic pain and those with opioid use disorder and to follow up with the prescriber regarding the nonfatal overdose. This agreement affirms the partnership with the District to address the opioid overdose issues in Snohomish County, supported by funding through the Washington State Department of Health.

Contractor agrees to:

1. Follow up with overdose patients who were treated at Contractor's Emergency Department to connect them with substance use and mental health treatment and other needed services.
2. If the overdose involved a prescription opioid, follow up with the patient's provider to ensure opioid prescribing guidelines are being followed, and potential treatment options for patients are given.
3. Complete an opioid case report form for each patient, and submit completed forms to the District no less than weekly. The case report forms shall contain no personal identifiable information.
4. Participate in quarterly meetings with the District and other emergency department partners in Snohomish County to discuss progress, challenges, opportunities, etc.

Time frame:

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Invoices shall be sent to:

Snohomish Health District
3020 Rucker Avenue, Suite 308
Everett WA 98201-3900
425.339.5210

Payments shall be made to:
