

**AGREEMENT BY AND BETWEEN**  
**SNOHOMISH COUNTY**  
**AND**  
**THE NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION**  
**FOR SNOHOMISH COUNTY TRIAGE CENTER**

**I. PURPOSE**

The Snohomish County Triage Center (the “Triage Center”) is a program designed to respond to adults in crisis in Snohomish County. The Triage Center will accept direct referrals from first responders, emergency rooms, and others who come into contact with those experiencing crises. The goal of the Triage Center is to provide a welcoming, secure, and safe place where individuals experiencing a behavioral health crisis requiring stabilization and triage can receive immediate care and follow-up referrals for treatment. The Triage Center will embrace a recovery philosophy that emphasizes partnering with those served in providing support and necessary services.

The Triage Center will be operated by Compass Health, a Washington non-profit corporation (the “Provider Agency”), and will be located at the Cliff Bailey Center located on Broadway Avenue in Everett (the “Site”). To operate the 16-bed Triage Center, the Provider Agency will employ staff, including peer counselors, trained in responding to non-medical mental health and chemical dependency-related crises.

The purpose of this agreement (the “Agreement”) is to set forth in the terms and conditions pursuant to which Snohomish County, a political subdivision of the State of Washington, by and through its Human Services Department (the “County”), will provide funds to the North Sound Behavioral Health Organization (“NSBHO”), a regional support network created pursuant to Interlocal agreement dated August 22, 1997, and acting under the authority of Chapter 71.24 RCW, to pay a part of the cost that NSBHO is obligated to pay the Provider Agency pursuant to a contract between the Provider Agency and NSBHO for operating the Triage Center at the Site.

**II. TERM OF AGREEMENT**

This Agreement shall be effective from January 1, 2017 through December 31, 2017.

### **III. CONTRACT WITH PROVIDER AGENCY**

- A. NSBHO shall enter into a contract (the “Contract”) with the Provider Agency to provide Triage Center services at the Site. The Contract shall be administered through NSBHO in accordance with its policies and procedures. The County will have the right to review and provide input on the Contract terms prior to its execution by NSBHO and the Provider Agency. The County will share in Contract monitoring responsibilities.
- B. The Contract shall include sections substantively identical to Section VIII (“Confidentiality”), Section IX (“Right of Inspection and Access”), Section X (“Insurance Requirements”), and Section XIII (“Non-Discrimination”), and shall also include a comprehensive indemnification provision holding harmless, indemnifying, and defending the County as described in Section VII below.

### **IV. SHARED PROGRAM FUNDING**

#### **A. Maximum Payments; Allocation**

For the term of this Agreement, NSBHO and the County have each agreed to provide up to the following amounts, to be paid to the Provider Agency pursuant to the Contract and this Agreement, in support of the Triage Center program:

- 1. \$874,860 to be contributed by NSBHO; and
- 2. \$345,804 to be contributed by the County.

Payments shall be made on a pro rata basis, based on each party’s proportional share of the total maximum contribution (\$1,220,664).

#### **B. Reimbursement for Provider Agency Services**

Services rendered by the Provider Agency under the Contract shall be paid by NSBHO, using funds provided by NSBHO and by the County pursuant to this Agreement, on a fee-for-service reimbursement basis.

#### **C. Invoices to and Payment by the County**

- 1. NSBHO shall submit invoices to the County, on a monthly basis by no later than the fifteenth (15th) calendar day of each month for services, detailing all costs incurred by the Provider Agency in providing the Triage Center program services for the preceding month, provided, however, that the first invoice may include the cost of services rendered from the effective date of this Agreement to the end of the

preceding month. The invoices of NSBHO to the County may incorporate by reference and attach the relevant invoice or invoices received by NSBHO from the Provider Agency.

2. NSBHO will not bill the County for administrative costs of NSBHO or of the Provider Agency.
3. Each invoice shall contain an allocation of the Provider Agency's requested reimbursement for Triage Center service costs to each party to this Agreement.
4. The County shall process invoices from NSBHO after all supporting documentation is provided in correct and proper form.
5. The County will have the right to access NSBHO's and the Provider Agency's records relating to the Contract and the Triage Center for billing oversight and management purposes.

## **V. RESPONSIBILITIES AND DUTIES**

### **A. NSBHO agrees to:**

1. Enter into the Contract with the Provider Agency for Triage Center services at the Site;
2. Participate in monitoring and auditing the Provider Agency for Contract compliance, and insure that services performed by the Provider Agency meet the standards set forth in its Contract with NSBHO;
3. Collect, analyze and share with the County the Triage Center program data submitted by the Provider Agency;
4. Promote the appropriate utilization of the Triage Center program;
5. Invoice the County, as provided in Section IV-C of this Agreement, to cover actual Triage Center service costs based upon the parties' respective shares as set forth in Section IV-A of this Agreement, and immediately apply the funds received from the County to payment of the Provider Agency pursuant to the Contract; and
6. Pay to the Provider Agency its respective share of the actual Triage Center service costs as set forth in Section IV-A of this Agreement, and transmit to the Provider Agency the County's payment to NSHMA under this Agreement for the County's share of the actual Triage Center service costs.

B. The County agrees to:

1. Participate in monitoring and auditing the Provider Agency for Contract compliance;
2. Collect, analyze and share program data submitted by the Provider Agency with NSBHO;
3. Promote the appropriate utilization of the Triage Center program;
4. Participate in oversight and quality management activities;
5. Train appropriate County staff on procedures for referring to and collaborating with the Service Provider;
6. Identify a County staff member to act as Triage Center program liaison with NSBHO and Provider Agency; and
7. Pay to NSBHO its respective share of the actual Triage Center service costs as set forth in Section IV-A of this Agreement.

## **VI. PROGRAM REPORTING**

NSBHO shall assure that jointly agreed upon data elements are submitted by the Provider Agency within the time frames in the Contract.

## **VII. INDEMNIFICATION**

- A. NSBHO shall to the extent of its “fault” as defined by RCW 4.22.015 , and shall cause the Provider Agency in the Contract to, hold harmless, indemnify and defend Snohomish County, its officers, elected officials, agents, employees, and any state, federal, or other funding agency from and against any and all claims, suits, actions, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney’s fees in defense thereof, for damage to any property or business and/or any death, injury, sickness or disability to any person, including without limitation any employee of NSBHO and the Provider Agency, caused by or arising out of or suffered, directly or indirectly, in connection with the performance of this Agreement and the Contract or any act, error, or omission of NSBHO, the Provider Agency, Provider Agency’s employees, agents, or subcontractors.
- B. NSBHO shall to the extent of its “fault” as defined by RCW 4.22.015, and shall cause the Provider Agency in the Contract to, assume the risk, liability, and pay all damage, loss, cost, and expense of any party, including its employees, arising out of the performance of this Agreement and the Contract.

- C. With respect to NSBHO's and the Provider Agency's obligations to hold harmless, indemnify and defend provided for and limited herein, but only as such obligations relate to claims, actions or suits filed against the County, NSBHO further agrees, and shall cause the Provider Agency in the Contract to further agree, to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by NSBHO employees or Provider Agency employees caused by or arising out of NSBHO's and the Provider Agency's employees' acts, errors or omissions in the performance of this Agreement and the Contract. This waiver is mutually negotiated by the parties and shall be mutually negotiated by NSBHO and the Provider Agency in the Contract.
- D. NSBHO obligations hereunder, and the Provider Agency's obligations under the Contract, shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission or breach of any common law, statutory or other delegated duty by the NSBHO's and the Provider Agency's employees, agents, or subcontractors.

## **VIII. CONFIDENTIALITY**

The parties shall not disclose, transfer, sell or otherwise release any client information gained by reason of performance under this Agreement to any party, except as provided or authorized by law.

## **IX. RIGHT OF INSPECTION AND ACCESS**

NSBHO shall cause the Provider Agency to provide access by staff designated by the County to its records, facilities, and personnel at all reasonable times in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement and the Contract. NSBHO shall further cause the Provider Agency to provide access and assistance to client specific data and records at all reasonable times upon request by NSBHO, the County, any state, federal, or other funding agency, the State Auditor, and any other person authorized by law. In addition, the County may, at reasonable times, inspect the books and records of NSBHO relating to the performance of this Agreement.

## **X. INSURANCE REQUIREMENTS**

- A. NSBHO shall require in the Contract that the Provider Agency and any subcontractors procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract work by the Provider Agency, its agents, representatives, or employees.
- B. NSBHO shall, and shall require the Provider Agency in the Contract to,

obtain and maintain continuously, at NSBHO's and the Provider Agency's own respective expense, liability insurance appropriate to NSBHO's and the Provider Agency's activity and/or other insurance necessary to protect the public for the term of the Agreement and the Contract. NSBHO's and the Provider Agency's maintenance of insurance as required by this Agreement and the Contract shall not be construed to limit the liability of NSBHO or the Provider Agency 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 Insurance Requirements

1. Commercial General Liability primary insurance for \$1,000,000 per occurrence, \$2,000,000 Aggregate for bodily injury and property damage. Claims-made Commercial General Liability insurance will not be accepted, unless a professional service is being provided. The policy shall include or be endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured.
2. If NSBHO or the Provider Agency is providing a professional service, Professional Liability Insurance is required for \$1,000,000 per claim. The policy shall have a retroactive date prior to or coincident with the date of the Contract, and the policy shall state the retroactive date.
3. NSBHO and the Provider Agency shall maintain coverages for the duration of the Agreement and Contract and any extensions thereof. For Claims Made coverages, coverage shall be maintained for a minimum of three years following termination of the Agreement or Contract. NSBHO shall, and shall cause the Provider Agency in the Contract to, provide the County with a Certificate of Insurance and required endorsements upon execution of the Contract and any renewals thereof.

## XI. CONTINUAL QUALITY IMPROVEMENT

The parties to this Agreement are encouraged, and NSBHO in the Contract shall encourage the Provider Agency, to communicate openly, honestly, and often with each other to resolve challenges that arise through implementing and delivering the Triage Center program. The first level point of contact/liaison for problem solving and addressing quality assurance issues for the parties to this Agreement shall be:

For NSBHO:

Margaret Rojas  
301 Valley Mall Way, Suite 110  
Mount Vernon, WA 98273  
Telephone: 360-416-7013  
Email: [Margaret.Rogas@NSBHO.org](mailto:Margaret.Rogas@NSBHO.org)

For the County:

Cammy Hart-Anderson  
3000 Rockefeller Avenue, M/S 305  
Everett, WA 98201  
Telephone: 425 388-7233  
Email: [Cammy.Hart-Anderson@snoco.org](mailto:Cammy.Hart-Anderson@snoco.org)

Issues unresolved at this level will be reviewed by agency directors.

## **XII. CHANGES**

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

## **XIII. 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.

NSBHO shall comply, and shall cause the Provider Agency in the Contract to comply, with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by NSBHO of NSBHO's compliance with the requirements of Chapter 2.460 SCC. If NSBHO is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to 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 NSBHO's obligations under other federal, state, or local laws against discrimination.

## **XIV. COMPLIANCE WITH OTHER LAW**

The parties will comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

## **XV. TERMINATION**

- A. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party for any reason.
- B. Upon termination of this Agreement, the County will be responsible only for the costs of services provided, as described in Section IV, up to the effective date of termination.

## **XVI. DIRECTION AND CONTROL**

NSBHO agrees that it will perform the services to be provided pursuant to this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that NSBHO is not entitled to any benefits or rights enjoyed by employees of the County. NSBHO specifically has the right to direct and control its 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.

## **XVII. NONASSIGNMENT**

NSBHO shall not subcontract or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the County.

## **XVIII. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Washington. Any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

## **XIX. 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.

## **XX. 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.



WHEREFORE, this Agreement is executed by the authorized representatives of each of the parties, on the dates set forth below.

FOR NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION:

\_\_\_\_\_  
Joe Valentine, Executive Director

\_\_\_\_\_  
Date

FOR SNOHOMISH COUNTY:

\_\_\_\_\_  
Mary Jane Brell Vujovic, Director  
Human Services Department

\_\_\_\_\_  
Date