

## **AGREEMENT TO PROVIDE COVID-19 RESPONSE: EMBEDDED MENTAL HEALTH PROFESSIONAL**

This Agreement is made among Public Hospital District No. 2, Snohomish County, Washington, Compass Health and the City of Lynnwood to embed a Compass Health Mental Health Professional/Community Support Specialist into the Lynnwood Police Department Community Health and Safety Section.

### **1. PARTIES**

1.1 Public Hospital District No. 2, Snohomish County, Washington (“PHD2”), a public hospital district formed under Chapter 70.44 RCW; and

1.2 Compass Health (“Compass”) a Washington nonprofit corporation and tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code; and

1.3 City of Lynnwood, a Washington municipal corporation.

### **2. PURPOSE AND PROGRAM**

2.1 The purpose of this Agreement is to enable Compass to embed a Mental Health Professional within the Health and Safety Section of the Lynnwood Police Department (“the Program”) for the benefit of PHD2 residents.

2.2 On March 23, 2020, Gov. Jay Inslee issued a “Stay Home – Stay Healthy” Order in an effort to minimize COVID-19 exposure. On May 31, 2020 the Stay Home – Stay Healthy order transitioned to a county-by-county phased re-opening plan entitled Safe Start – Stay Healthy. The Program is designed to provide low barrier COVID-19 testing access to PHD2 residents.

### **3. AUTHORITY**

3.1 PHD2 is authorized under RCW 70.44.240 to “contract” with any “legal entity” to “provide any hospital or other health care facilities or other health care services to be used by individuals, districts, hospitals, or others, including providing health care maintenance services.” RCW 70.44.007 defines “other health care services” to include “services that promote health, wellness, and prevention of illness and injury.”

3.2 Compass is established with the mission to champion the quest for well-being throughout its communities and advance behavioral health in Island, San Juan, Skagit, Whatcom, and Snohomish Counties.

3.3 City of Lynnwood is established with the mission to create and maintain a clean, safe, attractive, well-informed, self-reliant and pride filled community that provides access to outstanding social, cultural, recreational, educational and economic opportunities for residents and businesses

#### **4. TERM AND TERMINATION**

4.1 The Agreement will begin on the date of the last signature on this Agreement.

4.2 The period for providing the Program is scheduled to begin on December 21, 2020 and continue through December 31, 2021.

4.3 The Agreement will end when the final reporting by Compass is accepted and approved by PHD2.

#### **5. OBLIGATIONS OF PHD2**

5.1 PHD2 will fund the embedded Mental Health Professional program provided by Compass as a single payment to Compass of ninety five thousand four hundred and fifty dollars and no cents (\$95,450) to be paid within fourteen (14) days of execution of this Agreement.

5.2 Templates for required reporting by Compass will be provided to Compass by PHD2.

#### **6. OBLIGATIONS OF COMPASS**

6.1 Compass will coordinate the Program, including the hiring, training, and supervision of a 1.0 Licensed Clinical Mental Health Professional or other person qualified to serve as the Community Support Specialist. Compass will also act as the host and fiscal agency for the project.

6.2 Compass will submit a report of activities carried out under the Program including summaries of results to PHD2 via a progress and annual report. A progress report detailing outcomes to date will be due June 15, 2021 and a final report will be due by January 30, 2022.

6.3 Compass will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act (“HIPAA”).

6.4 Compass will use the funds provided by PHD2 only for the Program and will return any portion of the payments that are not used for the Program on or before delivery of the report due on January 30, 2022.

6.5 During the term of this Agreement, Compass will give every consideration to suggestions by PHD2 for modifications to the Program to obtain more favorable health outcomes of the participants.

6.6 Compass will give credit (logo or language) to PHD2 (“Verdant”) in its publicity vehicles about this program, including, but not limited to, press releases, annual reports, newsletters, websites, brochures and fliers. Credit should also be given in newspaper interviews about the program. Electronic communications/websites should also include a link to PHD2’s website. The use of PHD2’s logo, when appropriate, is encouraged. PHD2 can provide black-and-white or color versions in digital format.

6.7 Compass recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. Compass will provide PHD2 with any accessible information that PHD2 is requested to provide to the Washington State Auditor or otherwise required to provide to the State of Washington or to the Federal Government or pursuant to the Washington Public Records Act.

6.8 If Compass determines a breach of this Agreement has occurred, that is, Compass has failed to comply with any terms or conditions of this Agreement or has failed to provide in any manner the work or services agreed to herein, Compass will notify PHD2 in writing of the nature of the breach within fourteen (14) calendar days if the deliverables are not on track to be met as anticipated. Compass will develop a corrective action plan within fourteen (14) calendar days of delivering notice of the nature of the breach and will specify the proposed completion date for bringing the Agreement into compliance. Determination of sufficiency of the corrective action plan shall be at the sole discretion of PHD2. In the event a corrective action plan isn’t submitted, or the plan is determined by PHD2 to be insufficient, PHD2 reserves the right to suspend or terminate this Agreement for performance or other reasons solely at the discretion of PHD2.

## **7. Obligations of City of Lynnwood**

7.1 City of Lynnwood will co-host the project and provide office space, collaboration, and a support team for field work and transport of clients. No funds will be provided by PHD2 to City of Lynnwood.

7.2 During the term of this Agreement, City of Lynnwood will give every consideration to suggestions by PHD2 for modifications to the Program to obtain more favorable health outcomes of the participants.

7.3 City of Lynnwood will give credit (logo or language) to PHD2 (“Verdant”) in its publicity vehicles about this program, including, but not limited to, press releases, annual reports, newsletters, websites, brochures and fliers. Credit should also be given in newspaper interviews about the program. Electronic communications/websites should also include a link to PHD2’s website. The use of PHD2’s logo, when appropriate, is encouraged. PHD2 can provide black-and-white or color versions in digital format.

7.4 City of Lynnwood recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. Compass will provide PHD2 with any accessible information that PHD2 is requested to provide to the Washington State Auditor or otherwise required to provide to the State of Washington or to the Federal Government or pursuant to the Washington Public Records Act.

7.5 If City of Lynnwood determines a breach of this Agreement has occurred, that is, City of Lynnwood has failed to comply with any terms or conditions of this Agreement or has failed to provide in any manner the work or services agreed to herein, City of Lynnwood will notify PHD2 in writing of the nature of the breach within fourteen (14) calendar days if the deliverables are not on track to be met as anticipated. City of Lynnwood will develop a corrective action plan within fourteen (14) calendar days of delivering notice of the nature of the breach and will specify the proposed completion date for bringing the Agreement into compliance. Determination of sufficiency of the corrective action plan shall be at the sole discretion of PHD2. In the event a corrective action plan isn't submitted, or the plan is determined by PHD2 to be insufficient, PHD2 reserves the right to suspend or terminate this Agreement for performance or other reasons solely at the discretion of PHD2.

## 8. Obligations of All Parties

8.1 At a minimum, Compass and City of Lynnwood will track and report the following outcomes in addition to any other relevant tracking data collected and compiled by during the course and scope of the Program

Activities	Measurable Outcomes	Number to be Served
Engage with community members in need to reduce unnecessary utilization of emergency services by the individuals served	# clients served % decrease in 911 calls % decrease in ER utilization	≥50 clients served ≥20% decrease in 911 calls by clients served ≥15% decrease in ER utilization by clients served
Refer clients to community social service providers	# of closed loop referrals made # of clients meeting at least 1 self-identified priority goal	≥75 closed loop referrals made ≥50% clients meeting at least 1 self-identified goals.
Participate in monthly meetings with Lynnwood Police Department and Verdant to review project impact	# of monthly meetings attended	100% of monthly meetings attended

Collaboration with Mountlake Terrace Police Department	Monthly contact with MLT PD about program and collaboration	≥12 contacts
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8.2 City of Lynnwood and Compass Health mutually agree to enter into appropriate consent and information sharing practices and agreements to assure confidentiality and all applicable laws are strictly maintained.

## 9. MISCELLANEOUS PROVISIONS

9.1 Relationship of the Parties. The relationship created among PHD2, Compass, and City of Lynnwood in this Agreement is strictly that of independent contractors. The Agreement creates no partnership or joint venture between the parties, nor may any officer or employee of one party be considered to be an employee or agent of the other. Further, the Agreement provides no rights to any third parties and may not be relied on by any other person or entity.

9.2 Applicable Law. The Agreement is entered under the laws of the State of Washington. Any litigation arising from this Agreement must be filed in Snohomish County Superior Court.

9.3 Liability and Insurance. Compass will indemnify, defend and hold PHD2 harmless from any claims, lawsuits or other actions, and judgments arising in any way from the Program provided under this Agreement. Compass will maintain a liability insurance policy of at least \$1,000,000 per occurrence during the term of the Agreement and provide proof of coverage upon request of PHD2.

9.4 Entire Agreement; Amendments. This Agreement is complete and integrates all understandings between the parties. No amendment or other change to the Agreement will be binding on either party unless agreed to in writing and signed by each party.

9.5 Severability. If a court of competent jurisdiction rules any part of this Agreement to be invalid, the remainder of the Agreement will still be in full force and effect.

9.6 Force Majeure. Neither party will be in default or liable for failure to perform its obligations under this Agreement if that failure is due to causes beyond its reasonable control including, but not limited to, acts of God, acts of terrorism, fires, floods, windstorms earthquakes, labor disputes or governmental acts.

9.7 Notices and Reporting. The parties agree to accept electronic service of all notifications and reporting, except original service of process. The parties may elect to transmit notices or reports electronically by transmitting such correspondence to the e-mail addresses stated herein below, or to the mailing address stated herein below via United States Postal Service ("USPS") First Class postage prepaid. Any notice or reporting required or

otherwise given via USPS under this Agreement will be considered delivered or given when actually delivered or 48 hours after being deposited in the U.S. Mail as certified mail. Any notice or reporting required or otherwise given via electronic mail prior to 5:00pm shall be considered delivered on the date sent. Otherwise such electronic mail shall be considered delivered as of 9:00 am on the next business day following electronic transmission.

To PHD2:

Zoe Reese, Director of Community Impact and Grantmaking  
Public Hospital District No. 2, Snohomish County  
4710 196<sup>th</sup> Street SW  
Lynnwood, WA 98036  
zoe.reese@verdanthhealth.org

To COMPASS:

Charissa Westergard, Director of Healthcare Integration  
Compass Health  
4526 Federal Ave Building 4W  
Everett, WA 98023  
Charissa.Westergard@compassh.org

To CITY OF LYNNWOOD:

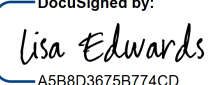
Coleman Langdon, Commander  
Lynnwood Police Department  
19321 44th Ave W  
Lynnwood, WA 98036  
CLangdon@lynnwoodwa.gov

9.8 Assignment. This Agreement may not be assigned without the written consent of the other party. Each party may consent to or decline a request for assignment by the other party at the sole discretion of the party from which consent is requested.

*{Signatures on next page}*

AGREED TO:

PUBLIC HOSPITAL DISTRICT NO. 2  
SNOHOMISH COUNTY, WASHINGTON

DocuSigned by:  
  
A5B8D3675B774CD... Date: 12/17/2020

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Lisa Edwards, EdD, Superintendent

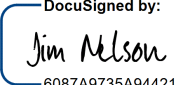
COMPASS HEALTH

DocuSigned by:  
  
F0F7F0B2A5C7427... Date: 12/15/2020

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Tom Sebastian, CEO

CITY OF LYNNWOOD

DocuSigned by:  
  
6087A9735A94421 Date: 12/11/2020

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Jim Nelson, Chief of Police