

**CITY OF MUKILTEO
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into for the provision of professional services to the City of Mukilteo for the following Project:

PROJECT TITLE: Embedded Care Coordinator

WORK DESCRIPTION: See Attachment #A - Scope of Work

Parties to the Agreement

Consultant:	City:
Name: Compass Health Address: PO Box 3810, MS 33 Everett, WA 98020	City of Mukilteo 11930 Cyrus Way Mukilteo, WA 98275
Project Manager: Charissa Westergard Phone: (425) 349-8277 Fax: (425) 349-7905 E-mail: charissa.westergard@compassh.org	Project Manager: Cheol Kang Phone: (425) 263-8101 Fax: (425) 348-1275 E-mail: ckang@mukilteowa.gov
Type of Agreement (Check One): [] Lump Sum [X] Time and Expense, Not to Exceed a Maximum Amount:	Original Contract Time: [X] ___ Calendar Days [] Completion on or before <u>Date</u>
Original Agreement Amount: Actual Cost \$ Allowance \$ _____ Total Not to Exceed \$65,000.00	[] Federal Funding Requirements Apply [] State Funding Requirements Apply [X] N/A

**CITY OF MUKILTEO
PROFESSIONAL SERVICES
AGREEMENT**

For Behavioral Health Assistance Services

THIS AGREEMENT is made by and between the City of Mukilteo, hereinafter referred to as the “City”, and Compass Health, hereinafter referred to as “Compass” (collectively, the “Parties”).

WHEREAS, Compass has developed a Community Transitions program to respond to individuals in the community who have frequent contact with 911, law enforcement, EMS, emergency department, and inpatient facilities; and the City desires to accomplish the above-referenced project (the “Project”); and

WHEREAS, Compass’ Community Transitions staff engage individuals in the community to provide the additional support and engagement needed to connect individuals with the most appropriate resources to meet their health and social needs in order to improve outcomes for the individual and to divert additional crises and use of emergency resources; and

WHEREAS, the City desires to engage the professional services and assistance of a behavioral health professional to provide this type of community healthcare and social services assistance services; and

WHEREAS, Compass has the necessary skills and experience, and desires to provide such services to the City;

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the Parties hereto as follows:

1. SCOPE OF SERVICES. The scope of work shall include all services and material necessary to accomplish the above-mentioned objectives in accordance with the Scope of Services that is marked as Exhibit A, attached hereto, and incorporated herein by this reference.

A. Duration. The term of this Agreement shall run from the date of its execution through December 31, 2022, unless extended or terminated. The City reserved the right to offer two (2) one-year extensions prior to the expiration of this Agreement to retain Compass’ services. Continuation of services will constitute Compass’ agreement to the extension on the same terms as provided for in this Agreement.

2. PAYMENT. Compass shall be paid by the City for completed work for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

A. General. Payment for work accomplished under the terms of this Agreement shall be on a time and expense basis as set forth in the Budget that is marked as Exhibit B, attached hereto and incorporated herein by this reference; provided, in no event shall the payment for work performed pursuant to this Agreement exceed the sum of SIXTY-THREE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$63,908).

B. Billings and Payment Processing. All invoices shall be submitted by Compass to the City for payment pursuant to the terms of this Agreement. Compass may submit invoices to the City monthly for all time and expense incurred during the applicable month. Billings shall be reviewed in conjunction with the City's accounts payable process. The City will pay such invoices within 30 days of submittal, unless the City gives notice that the invoice is in dispute. In such event, the City will pay the amount not in dispute and will withhold payment on all disputed amounts until such dispute(s) are resolved by the parties.

E. It is agreed that payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to Compass, Compass agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by Compass for any claims relating to the validity of a finding by the City of overpayment.

4. PROGRESS REPORTS. Compass shall provide a progress report of defined outcomes on a quarterly basis as described in Attachment A (Outcomes Progress Report), in a form approved by the City that will outline in written and graphical form the performance on the defined outcomes in sufficient detail so that the progress of the work can easily be evaluated.

5. RELATIONSHIP OF THE PARTIES.

A. Compass warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for Compass, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Compass, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the City shall have the right to annul 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.

B. Any and all employees of Compass or other persons while engaged in the performance of any work or services required of Compass under this Agreement shall be considered employees of Compass only and not of the City, and any and all claims that may arise under any worker's compensation act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Compass' employees or other persons while so engaged on any of the

work or services provided on behalf of Compass to be rendered herein, shall be the sole obligation and responsibility of Compass.

C. Compass is an independent contractor for the performance of services under this Agreement. The City shall not be liable for, nor obligated to pay to Compass (or to any employee of Compass), any sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to Compass which may arise as an incident of Compass performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by Compass.

D. Even though Compass is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof.

E. Compass shall not engage on a full or part time basis, or other basis, during the period of this Agreement, any professional or technical personnel who are, or have been, at any time during the period of this Agreement, in the employ of the City, except regularly retired employees, without written consent of the City.

6. NONDISCRIMINATION. During the performance of this Agreement, Compass, for itself, its assignees and successors in interest agrees as follows:

A. Compass agrees not to discriminate against any client, employee or applicant for employment, or for services because of race, creed, color, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, rendition of services. Compass understands that if it violates this provision, this Agreement may be terminated by the City and further that Compass shall be barred from performing any services for the City now or in the future unless a showing is made satisfactory to the City that discriminatory practices have terminated, and that recurrence of such action is unlikely.

B. Compass shall comply with all other applicable regulations relative to nondiscrimination, including but not limited to the American Disabilities Act of 1992, as amended.

C. Compass, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, creed, color, sex, sexual orientation, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subcontractors, including procurements of materials and leases of

equipment. Compass shall not participate either directly or indirectly in the discrimination prohibited by applicable regulations.

D. Solicitations for Subconsultants and Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Compass for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Compass of their obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, creed, color, sex, sexual orientation, age, marital status, national origin and handicap.

E. Information and Reports. Compass shall provide all information and reports, as allowed within privacy statutes as outlined in Section 12, required by regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations or directives. Where any information required of Compass is in the exclusive possession of another who fails or refuses to furnish this information, Compass shall so certify to the City and shall set forth what efforts it has made to obtain the information.

F. Unfair Employment Practices. Compass shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

G. Sanctions for Noncompliance. In the event of Compass' noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to: (i) withholding of payments to Compass under the Agreement until Compass complies, and/or (ii) cancellation, termination, or suspension of the Agreement, in whole or in part.

H. Incorporation of Provisions. Compass shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment unless exempt by the applicable regulations. Compass shall take such action with respect to any subconsultant or procurement as the City may reasonably direct as a means of enforcing such provisions including sanctions for noncompliance.

7. INDEMNIFICATION/HOLD HARMLESS.

A. Compass shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of Compass in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Compass and the City, its officers, officials, employees, or volunteers, Compass' liability hereunder shall be only to the extent of the Compass' negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Compass' 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.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE. Compass shall 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 work hereunder by Compass, its agents, representatives, employees or subcontractors. Compass' maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Compass to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Compass shall obtain insurance of the types described below or a State of Washington approved equivalent, subject to review by the City's Insurance Authority:

- (1) Automotive Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Service Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors, products-completed operations, personal injury, and advertising injury. The City shall be named as an additional insured under the Compass' Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Compass' profession.

B. Minimum Amounts of Insurance. Compass shall maintain the following insurance limits:

- (1) Automotive Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions. Compass' insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

- (1) Compass' insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Compass' insurance and shall not contribute with it.
- (2) Compass' insurance shall be endorsed to state that coverage shall not be cancelled by Compass or Insurance Company, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers listed as an authorized insurance company with the Washington State Insurance Commissioner and with a current A.M. Best rating not less than A:VII.

E. Verification of Coverage. Compass shall furnish the City 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 Compass within fourteen (14) days of the execution of the Contract by the City, or prior to commencement of the work, whichever should occur first.

F. Notice of Cancellation. Compass shall provide the City with written notice of any policy cancellation within two business days of its receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of Compass to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to Compass to correct the breach, immediately terminate the Agreement, 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 City on demand, or at the sole discretion of the City, offset against funds due Compass from the City.

H. City Full Availability of Consultant Limits. If Compass maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Compass, irrespective of

whether such limits maintained by Compass are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Compass.

9. TERMINATION OF AGREEMENT. Both Parties reserve the right to terminate this Agreement at any time upon thirty (30) days written notice to the other party. Any such notice shall be provided to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of Compass, a final payment shall be made to Compass for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by Compass of the notice to terminate. In the event that services of Compass are terminated by the City for fault on the part of Compass, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by Compass in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so. Payment for any part of the work shall not constitute a waiver by the City of any remedies of any type it may have against Compass for any breach of this Agreement by Compass, or for failure of Compass to perform work required of it by the City.

10. CHANGES IN WORK.

A. Compass shall make such changes and revisions in the completed work of this Agreement as necessary to correct errors appearing therein, when required to do so by the City, without additional compensation. Should the City find it desirable for its own purposes to have previously satisfactorily completed work, or parts thereof, changed or revised, Compass shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as provided in Section 11.

B. Should the City find it desirable for its own purposes to modify portions of the agreed upon scope of work, the City shall inform Compass of their intention to renegotiate the terms of the agreement. If the City's proposed changes delete portions of the agreed upon scope of work, the contract amount will be adjusted accordingly to reflect the savings for work not yet performed. If the City's proposed changes increase the scope of work, upon agreement to the proposed modifications Compass will submit for the City's approval a proposal for the increased cost necessary to complete the additional work. No additional work shall start without the City's approval of cost associated with the increased work.

C. If Compass has previously been given authorization to proceed on the portion(s) to be deleted, the City's notice of intent to delete the portion(s) shall constitute notice to cease work on those portions to be deleted. If Compass has begun work on a portion of the work to be deleted, the City will reimburse Compass in accordance with the formula for a no-fault termination under Section 9 as applied solely to the portions to be deleted.

D. The City has provided Compass with a budget for the project and has requested that Compass develop a Scope of Work that will not exceed this budget. Compass understands that the City is relying upon the Compass' expertise to develop a Scope of Work that fits the budget. The City and Compass will work together to bring the project in, on or under budget.

E. Should Compass Health not agree to the proposed modifications, deletions, or additions to the scope of work, they may terminate this agreement with 30 days' notice as allowed in section 9.

11. OWNERSHIP AND USE OF WORK PRODUCT. All data, reports, and any and all other work product prepared or gathered by Compass in preparation for the services rendered by Compass personnel under this Agreement shall be and are the property of Compass, **provided, however,** that:

A. All final reports, presentations, documentation, and testimony prepared by Compass shall become the property of the City upon their presentation to and acceptance by the City and shall at that date become the property of the City.

B. The City shall have the right, upon reasonable request, to inspect, review and copy any work product during normal office hours. The Parties acknowledge and agree that records created or used in the performance of this Agreement may be subject to the Public Records Act, Chapter 42.56 RCW. Compass is a HIPAA covered entity and as such is bound to comply with HIPAA (Health Insurance Portability and Accountability Act) and HITECH (Health Information and Technology for Economic and Clinical Health) Act expectations and the specific direction offered in Chapter 70.02 RCW with regards to records of those served by Compass Health. Compass is solely responsible for its own compliance with HIPAA, HITECH, Chapter 70.02 RCW, and any other Federal or State law pertaining to information privacy, and Compass shall not disclose records or information to the City or City personnel unless Compass determines it is authorized to do so. Any records created and integrated into the Compass healthcare record, and any records containing PHI (Protected Health Information) may be subject to HIPAA and Ch. 70.02 RCW and may only be released as directed in those Federal and State statutes. These records or portions thereof may not be subject to disclosure under the Public Records Act, Chapter 42.56 RCW. Compass agrees to cooperate with the City to respond to any public records request received by the City related to the performance of this Agreement. Reports, protocols, and other business documents may qualify for disclosure.

C. In the event that Compass shall default on this Agreement, or in the event that this Agreement shall be terminated prior to its completion as herein provided, the work product of Compass, along with a summary of work done to date of default or termination, shall become the property of the City and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost.

12. RECORDS. Compass shall keep all records related to this Agreement for a period of three years following completion of the work for which Compass is retained. Compass shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of Compass. Upon request, Compass will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of Compass, but Compass may charge the City for copies requested for any other purpose. If any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

13. FEDERAL AND STATE REVIEW. When federal or state grant funds or loans are utilized for any part of this Agreement, the appropriate federal and state agencies shall have the right to participate in the review or examination of the work in progress.

14. DISPUTES.

A. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Compass and the City shall be referred for determination to the City Administrator, whose decision in the matter shall be final and binding, provided, however, that if litigation is brought challenging the Administrator's decision, that decision shall be subject to de novo judicial review.

B. In the event the parties cannot agree upon a resolution of a dispute, the same shall be settled by mediation/arbitration pursuant to chapter 7.04 RCW except as herein modified. Such mediation/arbitration shall be before one disinterested mediator/arbitrator, if one can be agreed upon, otherwise before three disinterested arbitrators, one named by city, one by Compass, and one by the two thus chosen. If all arbitrators have not been appointed within ten (10) days after written notice of demand for arbitration is given by one party to the other, then either party may apply to the Snohomish County Superior Court, upon not less than (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims. The decision of the arbitrator or arbitrators shall be final, conclusive, and binding on the parties and a judgment may be obtained in any court having jurisdiction.

15. NOTICES. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail. Notices to Compass shall be sent to the Compass' President/CEO at the address set forth in the header of this Agreement. Notices to the City shall be sent to the City's Project Manager at the address set forth in the header of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

16. DESIGNATED REPRESENTATIVES. The individuals identified as Project Managers in the header of this Agreement shall be the designated representatives of the parties to this Agreement. The City’s Project Manager will coordinate the City’s efforts relating to the work of Compass; provide project information to Compass; review progress and content of Compass’ work in order to ensure that it meets the requirements of this Agreement; review and monitor the quality and quantity of such work; and review and process invoices Compass for payment.

17. COMPLIANCE WITH LAW. Compass shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work to be done under this Agreement.

18. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. Any legal proceedings shall be brought in the Superior Court of Snohomish County.

19. NON-WAIVER. Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against Compass for any breach of this Agreement by Compass, or for failure of Compass to perform work required of it under this Agreement. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement.

20. SUBCONTRACTING. Compass shall not subcontract for the performance of any work under this Agreement without prior written permission of the City. No permission for subcontracting shall create, between the City and subconsultant, any contract or any other relationship.

21. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between the City and Compass, superseding all prior negotiations, representations, or agreements, written or oral. This Agreement may be modified, amended, or added to only upon the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below, effective upon full execution by the parties.

COMPASS HEALTH

CITY OF MUKILTEO

By: Tom Sebastian
Title: *President/CEO*
Date:_____

Joe Marine, or Steve Powers,
Mayor City Administrator
Date:_____

ATTEST/AUTHENTICATED:

Kara Johnson, City Clerk

Authorized by City Council Action:

Agenda Bill #22-005

Date:

APPROVED AS TO FORM:

Ogden Murphy Wallace

Office of the City Attorney

Attachments: ***Attachment A - Scope of Services***
 Attachment B – Budget

Attachment A

Scope of Services

Background:

Law enforcement, other first responders, and City officials regularly encounter individuals experiencing mental health and/or substance use concerns (hereinafter referred to jointly as behavioral health), physical health issues, as well as challenges related to social determinants of health, including but not limited to homelessness. Individuals who present with these health and social needs can often benefit from additional support and engagement in connecting with the most appropriate resources to meet their needs.

Compass Health's Community Transitions program was developed to respond to individuals in the community who have frequent contact with 911, law enforcement, EMS, emergency departments, and inpatient facilities. Community Transitions staff engage with individuals in the community to provide the additional support and engagement needed to connect individuals with the most appropriate resources to meet their health and social needs.

Staffing:

Both parties acknowledge the Compass staff, while embedded with the City, is a Compass employee. As such, decisions and potential actions that impact the Compass staff's working conditions (e.g., job duties, schedule, leave, workload, etc.) are purview of the Compass Supervisor and any questions or concerns related to these working conditions shall be directed to the Compass Supervisor. Compass Community Transitions staff, including direct service staff as well as the Supervisor, providing services to the City pursuant to this Agreement will work in direct coordination with the Police Chief or designee to ensure fulfillment of the functions and responsibilities outlined in this Agreement. Compass staff will be provided with office/desk space at the Mukilteo Police Department.

General Services:

Compass personnel will provide staffing to the City Monday through Friday, from approximately 8:30 am through 5:00 pm to ensure the appropriate clinical support/consultation is available when needed. It is anticipated that Compass personnel will perform outreach to community locations where individuals may be in need of assistance. When conducting outreach, Compass personnel will endeavor to engage individuals in the assistance program at the first meeting, as it is possible another opportunity may not arise. Once an individual demonstrates willingness to work with Compass personnel, they will perform a needs assessment to determine if there are mental health, substance use, physical health and/or social needs such as shelter/housing, transportation, food, financial, support, and the like, and begin connecting the individual to appropriate resources. For individuals that engage, Compass personnel will continue to meet with them until they are connected to ongoing resources and/or there is no further expected

benefit from continuing services. When Compass personnel encounter individuals in crisis, they will work with the individual to stabilize the crisis if possible and utilize crisis services through Snohomish County if needed.

Compass' Responsibilities:

Compass agrees to the following:

- Cultivate contacts and establish and maintain positive, effective, collaborative working relationships with relevant agencies and organizations to support care and assistance to Mukilteo residents in need including, but not limited to, Mukilteo Police Department personnel, Mukilteo Fire Department personnel, local/regional human services, other law enforcement agencies, emergency medical response agencies, court system, community leaders, Snohomish County Human Services, federal, state, regional and local-agencies, homeless shelters, area community service and faith-based groups, staff of state and local hospitals and health providers in an effort to care for and assist Mukilteo residents in need of social services.
- Establish and maintain rapport with the populations served.
- Provide information, consultation, and referral to social services agencies. Respond to requests for information about available services for individuals experiencing homelessness, mental illness, substance use, and other human and social service needs. Make referrals to appropriate service providers and coordinate service delivery.
- Facilitate treatment engagement and follow-up care for individuals with identified behavioral health (mental health and substance use) concerns. Provide education about common mental and behavioral health and/or substance-use disorders and the available treatment options.
- Provide brief behavioral interventions using evidence-based techniques such as behavioral activation, problem-solving treatment, motivational interviewing, or other interventions as appropriate.
- Assist the target populations served with obtaining basic resources such as shelter, food, medical services, and other social and human services, as needed.
- Assist law enforcement or fire department personnel, as well as social-service agency personnel, with relocations of clients in need of shelter, medical attention, housing, etc.
- Provide outreach, engagement and liaison support to individuals seen on a reoccurring basis which may require short-term intensive case management (and occasionally longer-term case management). Facilitate services for individuals with high needs across all involved systems of care.
- Monitor contact behaviors and progress, provide assistance to contacts toward attaining predetermined goals, schedule contacts appointments, visit and observe residences.
- Meet with and interview contacts, families, and other care providers to assess needs and eligibility of services. Advocate needs of contacts within and outside system;

- liaise between contact, caregivers, and service providers. Provide client-level troubleshooting and advocacy.
- Follow up with identified individuals in an effort to bridge gaps left between other social services agencies, providers, law enforcement and/or emergency medical response and the social needs of people within this population.
 - Consult with other agency professionals regarding challenges and barriers for individuals served.
 - Collaborate with the Police Department Homeless Outreach Program Manager to:
 - Ensure coordination and eliminate duplication of services with the Compass Health Community Transitions program.
 - Provide supportive data to develop and recommend programs, policies, procedures, and projects in conjunction with the Homeless Outreach Program Manager that will assist in efficiently addressing the human and social service needs of the target populations served within the Mukilteo community.
 - Coordinate with law enforcement personnel and/or social services agency personnel to arrange for the transport of person(s) in need of assistance to appropriate facilities.
 - Employ staff with healthcare, preferably behavioral health, and care coordination/case management work experience as part of the Compass Community Transitions Team to work alongside Mukilteo Police Department staff.
 - Coordinate and have primary responsibility for hiring, training, and supervising the personnel performing services for the City pursuant to this Agreement.
 - Act as the host and fiscal agent for the Community Transitions program to be undertaken pursuant to this Agreement.
 - Supervise Compass staff in the assessment of healthcare and social service needs and securing connections to the most appropriate resources for individuals engaged in this program.
 - Provide regular reports, Outcomes Progress Report, of activities carried out in the program. Compass will maintain documentation of activities with engaged individuals, including the number of individuals contacted, types of needs identified, number of individuals served, number of closed loop referrals to resources, and number of clients meeting at least one goal to support the reporting process, and provide such documentation to the City on a quarterly basis.

City's Responsibilities:

The City agrees to the following:

- Co-host the Community Transitions program and provide appropriate desk/office space.
- Assist in identification of individuals appropriate for the program.
- Provide data related to 911 calls and other agreed upon metrics to support Compass' program reporting.
- Mukilteo Police Department officers will strive to provide situational safety during outreach with the potential for increased risk due to the location of outreach,

individual with whom outreach is being conducted, inability to assess risk prior to outreach, or the presence of other factors that may contribute to increased risk.

- Mukilteo Police Department officers will endeavor to provide logistical support to include transportation in City vehicles. Compass staff will assist in coordinating transportation but shall not transport, as the driver, individuals in any vehicle.

Parties' Mutual Responsibilities:

Compass and the City mutually agree to the following:

- The Parties will partner to conduct community-based outreach and engagement.
- The Parties will coordinate with each other as well as other organizations to ensure coordination of resources to appropriately respond to engaged individuals' needs.
- The Parties will collaborate on development of program metrics and collecting and preparing data for program evaluation and reports.
- Compass and the City will coordinate and support communications efforts to showcase partnership and value to community members and other stakeholders. Compass is the developer and provider of the Community Transitions program and will have final review and approval of any external communications related to the initiative. This includes the creation of a press release or any other formal announcement, social media content, participation in media interviews, and other outreach. The first reference to the program should be: "Compass Health Community Transitions program." Messaging will share and reference the same core messages and will be adjusted as needed for the voice of each organization. The designated contact for each agency, as identified pursuant to this Agreement, will coordinate regarding any external communications. Compass will review and provide approval or requests for changes within 48 business hours during the workweek (8:30 am - 5:00 pm, Monday-Friday) and make best efforts for timely response on weekends and holidays.
- Any changes to address program needs will be worked out between the City and Compass.
- Services may not be available if assigned Compass personnel are using leave time (e.g., sick, vacation).
- In the event the City determines that a member of Compass personnel assigned to perform services for the City pursuant to this Agreement is not performing as required, the City will promptly bring their concerns to the Compass Program Manager. Compass will work with the City to identify and implement a mutually agreeable solution.

Attachment B

Budget

Personnel

Care Coordinator (0.5 FTE)	\$32,094
Clinical Program Assistant	\$426
Program Manager	\$4,340
Program Director	\$2,221
Benefits & Taxes	\$14,069
Travel / Mileage	\$25
Equipment	\$900
Supplies	\$25
Telecommunications	\$180
Mail / Postage	-
Accounting & Audit	\$300
Staff Training	\$175
Liability Insurance	\$1,800
Direct Admin Allocation	\$7,352
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Annual (12 month) Total	\$63,908
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