



**Snohomish County  
Prosecuting Attorney  
Mark K. Roe**

Civil Division  
Jason J. Cummings, Chief Deputy  
Robert J. Drewel Building, 8<sup>th</sup> Floor, M/S 504  
3000 Rockefeller Ave  
Everett, WA 98201-4060  
(425) 388-6330  
Fax (425) 388-6333

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August 21, 2017

Micaiah Titus Ragins  
Compliance Coordinator  
Washington State Public Disclosure Commission  
P. O. Box 40908  
Olympia, WA 98504-0908  
[pdc@pdc.wa.gov](mailto:pdc@pdc.wa.gov)

**Re: John Lovick's Response to PDC Complaint 23497**

Dear Mr. Ragins;

This letter responds to the complaint filed by Ms. Lori Shavlik alleging that John Lovick violated chapter 42.17A RCW by writing letters of support and paying "more than a million dollars" to Dawson Place. Specifically, the Public Disclosure Commission (PDC) asked that Mr. Lovick respond to the following allegations:

1. Allegation One: Mr. Lovick used County offices to write support letters and lobby for Dawson Place in violation of RCW 42.17A.555.
2. Allegation Two: Mr. Lovick provided more than one million dollars in contributions to Dawson Place in violation of RCW 42.17A.420

We appreciate the opportunity to respond to each of Mr. Shavlik's allegations. None of the alleged actions constitute violations of campaign finance laws. Mr. Lovick believes that the complaint should be dismissed with no action taken for the reasons described below.

1. **Allegation One: Mr. Lovick used County offices to write support letters and lobby for Dawson Place in violation of RCW 42.17A.555.**

Ms. Shavlik asserts that Mr. Lovick's letters to state representatives in support of Dawson Place's request for state funding used County resources to lobby on behalf of Dawson Place in violation of RCW 42.17A.555. This is incorrect.

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Administration  
Robert G. Lenz, Operations Manager  
Mission Building  
(425) 388-3333  
Fax (425) 388-7172

Criminal Division  
Craig Matheson, Chief Deputy  
Mission Building  
(425) 388-3333  
Fax (425) 388-3572

Family Support Division  
Serena S.A. Hart, Chief Deputy  
Robert J. Drewel Bldg., 6<sup>th</sup> Floor  
(425) 388-7280  
Fax (425) 388-7295

RCW 42.17A.555 prohibits elected officials from using or authorizing the use of “any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.” Because the letters did not “assist a campaign for election” or promote or oppose “any ballot proposition,” RCW 42.17A.555 does not apply.

Moreover, the letters are precisely the kind of communications authorized by RCW 42.17A.635(2). Elected officials may communicate with “the legislature, through the proper official channels, requests for legislative action or appropriations that are deemed necessary for the efficient conduct of the public business or actually made in the proper performance of their official duties.” RCW 42.17A.635(2).

Mr. Lovick was the Snohomish County Sheriff from 2008-2013, and he was the Snohomish County Executive from 2013-2016. The Child Advocacy Center of Snohomish County dba Dawson Place is a 501(c)(3) non-profit corporation located in Everett, WA, that provides services to child victims of physical abuse, sexual assault, neglect, drug endangerment, or who are witnesses to violent crime. As the Snohomish County Sheriff and Executive, it was entirely appropriate for Mr. Lovick to contact the legislature through official channels and request appropriations for programs, such as Dawson Place, that he believed would benefit the citizens of Snohomish County.

The complaint fails to identify any acts which constitute a violation of RCW 42.17A.555, or any other provision of chapter 42.17A RCW. It should be dismissed.

**2. Allegation Two: Mr. Lovick provided more than one million dollars in contributions to Dawson Place in violation of RCW 42.17A.420.**

The complaint alleges that Mr. Lovick “wrote county checks to Dawson Place” in violation of RCW 42.17A.420. This allegation has no merit because the payments were not “contributions;” RCW 42.17A.420 does not apply.

RCW 42.17A.420 prohibits any person from making “contributions reportable under RCW 42.17A.240 in the aggregate exceeding fifty thousand dollars for any campaign for statewide office or exceeding five thousand dollars for any other campaign subject to the provisions of this chapter within twenty-one days of a general election.” “Contributions” are defined as:

(i) A loan, gift, deposit, subscription, forgiveness of indebtedness, donation, advance, pledge, payment, transfer of funds between political committees, or anything of value, including personal and professional services for less than full consideration;

(ii) An expenditure made by a person in cooperation, consultation, or concert with, or at the request or suggestion of, a candidate, a political committee, the person or persons named on the candidate's or committee's registration form who direct expenditures on behalf of the candidate or committee, or their agents;

RCW 42.17A.420(13)(a)

The complaint attaches numerous checks issued by Snohomish County to Dawson Place. These checks were issued by Snohomish County to Dawson Place pursuant to lease and professional service agreements. *See* Attachment A (Lease Agreement Between Snohomish County and the Child Advocacy Center, the Professional Services Agreement between Snohomish County and Dawson Place for Child Interview Specialist (CIS) Services, and Snohomish County Human Services Contract for Child Interview Specialist). For example, the checks in the amount of \$13,467.66 dated 8/30/13, 9/30/13, 11/22/13, and 12/20/13, are all payments issued pursuant to the Lease Agreement. The check in the amount of \$2,148.63 dated 1/23/15, was a payment for CIS services. In other cases, payments for rent and services were combined into one check. Accordingly, the County's payments to Dawson Place were made in consideration for Dawson Place's provision of services and office space to the County. The payments were not contributions or gifts and therefore no violation of RCW 42.17A.420 occurred.

Furthermore, it is incorrect to attribute these payments to Mr. Lovick personally. Mr. Lovick's signature is displayed on the checks because as County Executive he was responsible for signing or "cause[ing] to be signed, on behalf of the county, all claims, deeds, contracts, and other instruments." Snohomish County Charter Section 3.20(8). The checks demonstrate that Mr. Lovick performed his official duties. The complaint provides no basis to find that Mr. Lovick violated any campaign finance laws.

For the reasons stated above, Mr. Lovick respectfully requests that the PDC determine that no violation of the state's campaign finance laws occurred and to close the complaint with no further action. If you require any additional explanation, Mr. Lovick would be glad to provide any additional information or documentation.

Very truly yours,



Lyndsey M. Downs  
Deputy Prosecuting Attorney

Encl.  
cc: John Lovick

# Attachment A

## Lease Agreement

Between Snohomish County and Dawson Place

After Recording Return To:  
Snohomish County Property Management  
3000 Rockefeller Avenue M/S #404  
Everett, WA 98201

201007020214  
6/7/2010 11:31am \$0.00  
SNOHOMISH COUNTY, WASHINGTON  
CONFORMED COPY  
11 PGS

**Lease – Child Advocacy Center  
of Snohomish County at Dawson Place  
2731 Hoyt Avenue  
Everett, WA 98201**

This Lease is made this 29<sup>th</sup> day of June, 2010 between Child Advocacy Center of Snohomish County at Dawson Place, a Washington non-profit corporation, hereinafter referred to as the "Landlord", and Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as "County".

**WITNESS**

1. **PREMISES.** Landlord does hereby lease to County, and County does hereby lease from Landlord, those certain premises known as the Child Advocacy Center of Snohomish County at Dawson Place located at 2731 Hoyt Avenue, Everett, WA, 98201.

Account Numbers: 00439162401400

and legally described as: Lots 14, 15, and 16, Block 624, Plat of Everett, according to the plat thereof recorded in Volume 3 of Plats, page 32, records of the Auditor of the County of Snohomish, State of Washington.

Situate in the County of Snohomish, State of Washington.

Said leased premises are approximately 9,172 of the total 18,000 square feet of the entire building and as shown on the attached Exhibit A.

2. **TERM.** The term of this lease shall commence upon the date of occupancy of the Premises by the County, which will occur no later than July 16, 2010, and end at midnight June 30, 2015.

If the term of this lease extends beyond the current County fiscal year, the obligations of the County in succeeding fiscal years are contingent upon legislative appropriation for the specific purpose of funding this lease in accordance with law. In the event that funds are not so appropriated, the County may terminate this lease without penalty or further obligation.

3. **RENT.** County leases said Premises for said period and agrees to pay a monthly rental on or before the first business day of each month as follows:

Term	Annual Square Foot Cost	Square Footage	Monthly Rent	Annual Rent
Date of Occupancy – June 30, 2011	\$17.10	9,172	\$13,070.10	\$156,841.20
July 1, 2011 – June 30, 2012	\$17.10	9,172	\$13,070.10	\$156,841.20
July 1, 2012 – June 30, 2013	\$17.36	9,172	\$13,268.83	\$159,225.92
July 1, 2013 – June 30, 2014	\$17.62	9,172	\$13,467.55	\$161,610.64
July 1, 2014 – June 30, 2015	\$17.88	9,172	\$13,666.28	\$163,995.36

The monthly lease rent payment will be sent to the following address or such other place as the Landlord may from time to time designate in writing:

Child Advocacy Center  
of Snohomish County at Dawson Place  
2731 Hoyt Avenue  
Everett, WA 98201

If any rent is, at any time, fifteen (15) or more days past due, the County will be charged a one-time late charge equal to a total of five (5) percent of the monthly rent past due.

**4. USE.** The County will occupy the Premises as general office use. The County and Landlord will share common areas including but not limited to meeting rooms, reception areas, lobbies, elevators, corridors, stairwells, kitchens, restrooms, and electrical and mechanical rooms, within the Premises. Landlord warrants the Premises as structurally fit for this purpose. County agrees that in the operation of the business to be conducted on said Premises and in any occupancy thereof, County shall comply with the laws, rules and regulations of the governments of the United States, State of Washington, Snohomish County and the City in which the Premises are located. County agrees not to use any machinery or equipment in the Premises that might be injurious to the building or that might cause noise or vibration that would be objectionable to other tenants. Upon termination of the lease, County shall quit and surrender the Premises in as good a state and condition as reasonable use and wear and tear thereof permit, damage by the elements, damage resulting from structural unfitness of the Premises for its intended use or other actions not caused by the County or its employees, agents, customers or invitees excepted.

**5. ALTERATIONS AND FIXTURES.** Landlord agrees to make, at Landlord's expense, any alterations that are necessary to keep in compliance with any Federal, State, County or City laws and regulations that are required for occupancy of the Premises, including all building and fire codes. Landlord agrees that in performing the tenant improvements specified in this paragraph 5, it shall comply with all provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and any associated regulations, and shall keep the building in continuous compliance with such act and regulations throughout the term of this lease, including any option or holdover term.

If any other alterations are generated for the use of the County only and not for the legal occupancy or to benefit other tenants or customers of the building, the County will pay for the alterations made within the leased space.

County agrees to make no alterations of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Any such alterations to the Premises shall be made at the County's expense and shall become the property of the Landlord at the termination of the lease. Upon termination of this lease, County shall have the right to remove all movable improvements, furnishings and trade fixtures placed therein by the County that can be removed without material injury to the Premises, and will repair any damage to the Premises caused by such removal. The County will be allowed, within reasonable limits, to hang pictures,

corkboards and install shelving to earthquake standards without being held responsible for damage to the Premises, and such damage shall be considered reasonable wear and tear.

**6. LIENS.** In the event the premises shall at any time during the term of this lease become subject to any suit brought to enforce a lien or any statement or claim of lien filed to enforce a lien resulting from the furnishing of materials or labor to County on the Premises and contracted for or agreed to by County, County may contest such lien by legal proceedings but shall, in the event, cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefore of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to Landlord.

**7. ADJUSTMENT OF TOTAL LEASED SPACE.** The parties may mutually agree to reduce or increase the total amount of leased space. If Landlord desires to reasonably increase or decrease the leased space, Landlord will present a detailed letter and exhibits to County and County will review and provide written acceptance or denial. If the County desires to reasonably increase or decrease the leased space, County will present a detailed letter and exhibits to Landlord and Landlord will review and provide a written acceptance or denial. The increase or decrease in rent shall be based on the change in rented square feet. Any required tenant improvements or relocation expenses shall be paid for by the party requesting increase, decrease or relocation.

The signed letter and exhibits will be considered documents to generate an amendment to the lease and will be sent to the same parties as identified in paragraph 14.

**8. HOLD HARMLESS CLAUSE.** Each party hereto agrees to indemnify and hold harmless the other party, and its appointed and elected officials, officers, agents and employees, from any loss or claim for damages of any nature whatsoever, including claims by third parties or the indemnifying party's employee's from which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission on or about the premises or relating to this lease by the indemnifying party, its officers, assignees, agents, employees, invitees, contractors or subcontractors.

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 Landlord and the County or their respective elected or appointed officials, officers, employees, agents, or representatives, the County's liability hereunder shall only be to the extent of the County's negligence.

**9. INSURANCE.** The Landlord shall obtain, and maintain continuously for the term of this lease a) All-Risk Property Insurance covering the full value of the premises; and b) Primary Commercial General Liability Insurance with endorsements and/or other insurance to indemnify for all damage, loss, cost and expense arising out of the premises and/or actions by Landlord's officers, employees or agents. Minimum limit of coverage shall be for \$1,000,000 per occurrence for bodily injury and property damage. Claims-made policies will not be accepted and deductibles may require approval by the County Risk Manager. The Commercial General Liability insurance shall be endorsed to include Snohomish County, its officers, elected and appointed officials, officers, employees and agents as an additional insured, and shall not be reduced or canceled without thirty (30) days written prior notice to the County. The County is self-insured and will provide a letter signed and executed by an authorized agent indicating self-insurance limit, excess insurance and the limits thereof.

The Landlord shall provide a Certificate of Insurance and the additional insured endorsement to the County as evidence of coverage. Approval of insurance is a condition precedent to full execution of this lease.

**10. HAZARDOUS WASTE.** Landlord represents and warrants, to the best of its knowledge without special inquiry, that no hazardous wastes, hazardous substances, dangerous wastes or other contaminants, as defined in applicable federal, state and/or local statutes or regulations ("Contaminants") are or have in the past been generated, treated or disposed on or at the Premises, and there have been no releases of Contaminants at the Premises. Landlord further represents and warrants that it has no reason to believe that Contaminants have in the past been generated, treated or disposed at the Premises. Landlord covenants that it shall protect, hold harmless, indemnify and defend County, its elected and appointed officials, officers, employees, and agents, from any and all claims, losses, damages, response costs, and expenses arising out of or in any way relating to the generation, treatment, storage, release or disposal of Contaminants upon the Premises or the Building, including, but not limited to:

a. claims of third parties, including governmental agencies, for damages, response costs, injunctive or other relief.

b. the cost, expense, or loss to County of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the County or the Premises.

c. the expense of reporting the existence of Contaminants to any agency of the State of Washington or the United States as required by applicable laws or regulations, before and after any trial or appeal therefrom whether or not taxable as costs; all of which shall be paid by Landlord when accrued.

Any generation, treatment, storage, release or disposal of Contaminants by County, its employees or agents shall not fall within the scope of the foregoing indemnity.

County covenants that it shall protect, hold harmless, indemnify and defend Landlord, its elected and appointed officials, officers, employees, and agents, from any and all claims, losses, damages, response costs, and expenses arising out of or in any way relating to the generation, treatment, storage, release or disposal of Contaminants upon the Premises or the Building by the County during the term of this lease, including, but not limited to:

a. claims of third parties, including governmental agencies, for damages, response costs, injunctive or other relief.

b. the cost, expense, or loss to Landlord of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Landlord or the Premises.

c. the expense of reporting the existence of Contaminants to any agency of the State of Washington or the United States as required by applicable laws or regulations, before and after any trial or appeal therefrom whether or not taxable as costs; all of which shall be paid by Landlord when accrued.

Any generation, treatment, storage, release or disposal of Contaminants by Landlord, its employees or agents shall not fall within the scope of the foregoing indemnity.

**11. SUBLETTING AND ASSIGNMENT.** The County shall not sublet the whole or any part of said Premises, nor assign this lease, or any part thereof, without the written consent of the Landlord which consent shall not be unreasonably withheld. If consent is once given by the Landlord to the assignment of this lease, or any interest therein, the Landlord shall not be barred from afterward refusing to consent any further assignment. This lease shall not be assignable by operation of law.

Any assignment made by the County shall not become effective until the assignee, in writing, shall assume this lease and agree to perform and be bound by all of the obligations of the County accruing under this lease from and after the date of such assignment. In the event of such an assignment and assumption, the County shall remain bound by all of the obligations of the County accruing under this lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

**12. CASUALTY REBUILDING CONDEMNATION.** In the event the building of which the Premises are a part shall be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Premises) to such an extent that the Landlord shall decide to discontinue the operation of the building as office space, which decision shall be communicated to

the County within thirty (30) days after such damage or destruction, then this lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Premises by fire or other causes, other than under the circumstances described in the preceding sentence, Landlord shall repair the Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before the damage or destruction. Until the Premises are repaired and put in a good and tenantable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event that the Premises or any part thereof are not useable as contemplated in this agreement for over ninety (90) days due to the damage, County shall have the right to terminate the lease.

If the property or any part thereof wherein the Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord shall forthwith terminate and County shall have no claim or interest in or to any award of damages for such taking.

**13. WAIVER OF SUBROGATION.** Landlord and County each mutually release the other from every right, claim and demand which may hereafter arise in favor of either arising out of or in connection with any loss occasioned by fire and such other perils as are included in the provisions of the normal extended coverage clauses of fire insurance policies, and do hereby waive all rights of subrogation in favor of insurance carriers arising out of any such losses and sustained by either the Landlord or the County in or to the Premises or any property therein. Provided, however, that if at any time either Landlord or County can obtain a waiver of subrogation clause only for an additional premium, such clause shall be obtained only if the party in whose favor it runs pays such additional premium. If such waiver of subrogation can be obtained only for an additional premium be either Landlord or County, and either party elects not to obtain a waiver of subrogation, this entire clause shall be null and void.

**14. NOTICES.** All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail, and if to be given Landlord, shall be addressed to Landlord at:

Child Advocacy Center of Snohomish County at Dawson Place  
2731 Hoyt Avenue  
Everett, WA. 98201  
Attention: Mary Wahl, Executive Director  
Phone: 425.388-7494  
Email: Mary.Wahl@snoco.org

or if to be given County, shall be addressed to County at:

Snohomish County  
Property Management  
3000 Rockefeller Ave. M/S 404  
Everett, WA 98201  
Attention: Cherie Hutchins, Property Officer  
Telephone: 425-388-3400  
FAX: 425-388-7008  
Email: cherie.hutchins@snoco.org

All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

**15. MAINTENANCE, MANAGEMENT AND SERVICES.** Landlord covenants and agrees with the County to provide and pay for public water, power, sewer, natural gas and garbage services for operation of the Premises to allow for twenty-four (24) hour, seven (7) days a week operation. Landlord agrees to provide the following maintenance, management and services to the Premises during the County's occupancy of the Premises:

- a. Routine maintenance and repair of the building exterior and exterior operating systems.
- b. Routine maintenance and repair of the building interior and interior operating systems.
- c. Central heating and air conditioning to accommodate the County's leased space for a twenty-four (24) hour, seven (7) days a week operation.
- d. Management of the Premises.
- e. Routine maintenance and planting of landscaping on the premises.
- f. Janitorial services provided to the Premises.
- g. Building entrance security system.

The County shall pay directly to the appropriate provider for the following services to the Premises:

- a. Internet and communication lines serving the Premises solely for County use.
- b. Security systems and monitoring services provided to the Premises solely for County use.

Landlord shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of such service beyond Landlord's reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of County or shall release County from any of County's obligations under this lease.

**16. ACCESS REPAIRS.** No compensation shall be made to or claimed by County from Landlord by reasons of inconvenience, annoyance or other concerns arising from the making of repairs to or maintenance or alteration of the building or appurtenances of the Premises covered hereby. Landlord reserves the right to make repairs, alterations, connections or extensions when and where the same may be deemed by Landlord to be necessary. However, any repairs, maintenance or alteration of the building or appurtenances shall not render the building unusable for the purposes of this lease because of any action arising from the making of the repairs, maintenance or alteration to the building or appurtenances. Nothing herein contained shall be construed as an agreement on the part of the Landlord to make any repairs, alterations, connections or extensions becoming necessary, in the reasonable opinion of Landlord, due to negligence of County, its appointed or elected officials, officers, employees, or agents.

**17. SIGNS.** County shall have the right to place identifying signage on an about the Premises with Landlord's written consent, which consent shall not be unreasonably withheld, subject to compliance with all applicable laws and landlord and building standards.

**18. INSOLVENCY.** In the event that the County shall make an assignment for the benefit of creditors, or shall be adjudicated a bankrupt, or if a receiver is appointed for the County or if the property of the County upon the Premises shall be seized by any enforcement officer by reason of an attachment, execution or other process, Landlord shall have the option to terminate this lease.

**19. DEFAULT.** Upon either party's failure to observe or perform any term or condition of this lease, that failure having continued for thirty (30) days after the non-defaulting party gives written notice to cure such failure to the other party, such party shall be deemed in default. In the event of default and upon thirty (30) days written notice of termination to the party in default, the non-defaulting party may terminate this lease.

**20. GOVERNING LAW AND VENUE.** This lease shall be governed by the laws of the State of Washington and any lawsuit regarding this lease must be brought in Snohomish County, Washington.

**21. ATTORNEY'S FEES.** In the event of any action at law or in equity between Landlord and County to enforce any of the provisions, rights or obligations hereunder, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees incurred therein by the successful party, and if such successful party shall recover judgment in any such action or proceeding, such costs and expenses and attorney's fees shall be included in and as a part of such judgment.

**22. NO WAIVER OF COVENANTS.** No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this lease. The acceptance by Landlord of rent with knowledge of the breach of any of the terms, conditions, or covenants of this lease by County shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

**23. DELAYED POSSESSION.** In the event of the inability of Landlord to deliver possession of the Premises for any reason whatsoever at the time of the commencement of the term of this lease, Landlord or its agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event County shall not be liable for any rent until such time as Landlord can deliver possession, and in the event that possession is delayed over ninety (90) days, County shall have the right to terminate this lease.

**24. HOLDING OVER.** If County, with the consent, express or implied, of the Landlord, shall hold over after the expiration of the term of this lease, Landlord and County shall remain bound by all the terms, covenants, and agreements hereof, except that the tenancy shall be one from month to month.

**25. SUCCESSORS AND ASSIGNS.** The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto; and the words "Landlord" and "County" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties to this lease.

**26. RULES.** County agrees to abide by the rules and regulations governing the operation of the building which may be made by Landlord from time to time, and will use reasonable methods to induce customers, clients and all persons invited by County into said building to observe the same.

**27. TAXES.** Landlord shall be responsible for all real property taxes and assessments levied or assessed against the premises by any governmental entity, including any special assessments imposed on or against the premises for the construction or improvement of public works in, on or about the premises; provided, however, that the County shall conduct no activity on the premises nor place any articles on the premises that will increase the real property taxes levied or assessed against the premises.

**28. RECORDING.** County or the Landlord shall file this lease or a Memorandum Form thereof for recording with the County Auditor, Recording Division, Snohomish County, Washington. If a Memorandum Form of the lease is filed for recording, each party agrees to execute and return same promptly.

**29. TIME.** Time is of the essence of this agreement.

30. EXHIBITS. Attached and hereby incorporated as a part of this lease are the following exhibits:

Exhibit A: Floor Plan

31. ENTIRE AGREEMENT AND AMENDMENTS. This lease contains all of the agreements between the parties with respect to any matter covered or mentioned in the lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this lease.

32. MISSION. Pursuant to Article 2.2 of the Dawson Place May 30, 2009 Bylaws ("Bylaws"), and the August 14, 2007 Dawson Place Child Advocacy Center Memorandum of Understanding, this lease is being entered into between the parties with the specific intent to further the mission and purpose of Dawson Place as stated in the Bylaws and to contribute importantly to the achievement of that mission and purpose. The County is executing this lease in the capacity of a Dawson Place Partner Agency.

IN WITNESS WHEREOF THE PARTIES hereto have executed this lease the day and year first above written.

LANDLORD:

By: Mary E. Wahl 6-10-10  
Title: Executive Director Date

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this 10<sup>th</sup> day of June, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary E. Wahl, to me known to be the individual described in and who acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Child Advocacy Center of Snohomish, as its free and voluntary act and deed. County at Dawson Place

WITNESS my hand and official seal hereto affixed the day and year first above written.

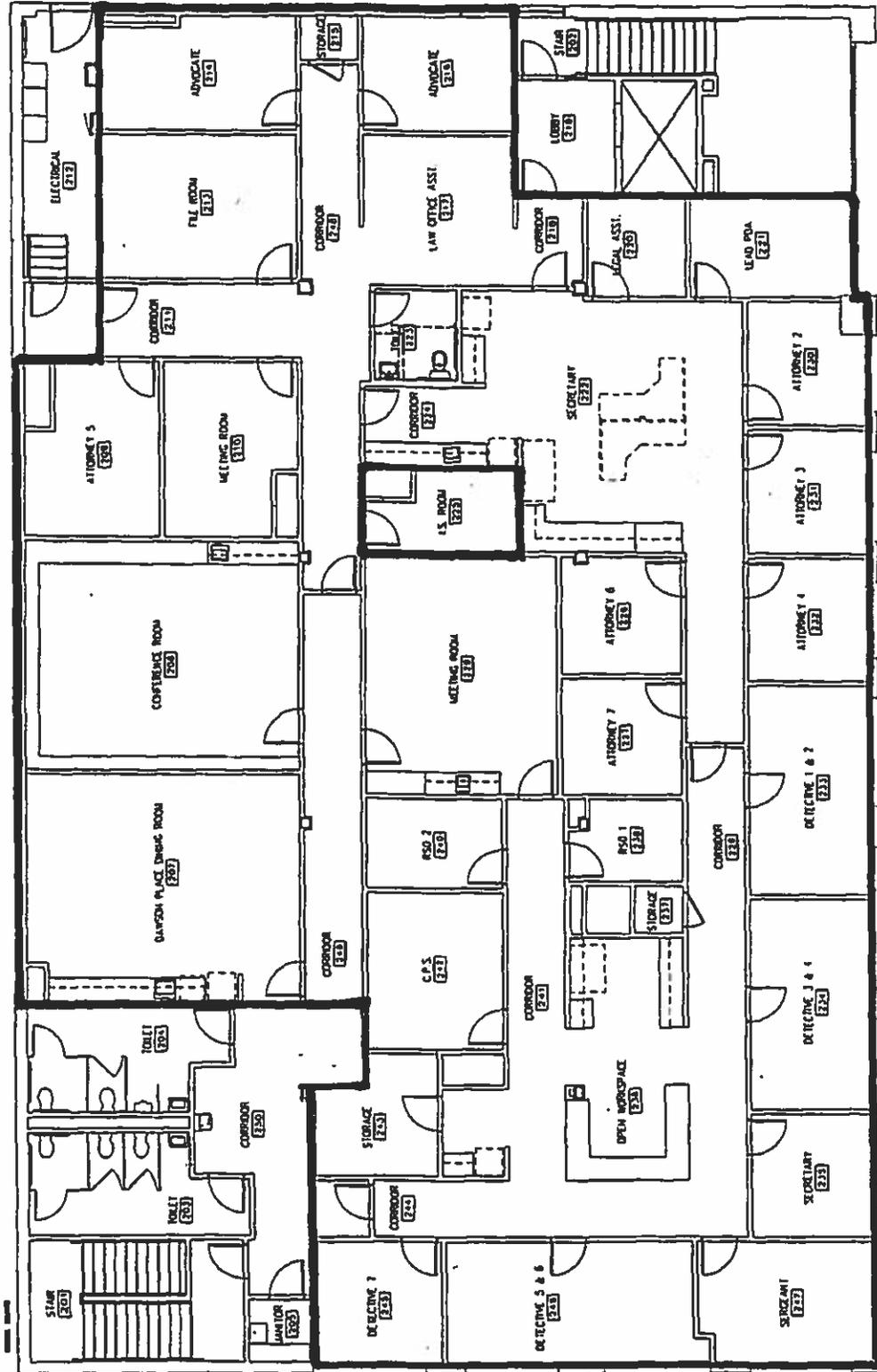


Cherie Hutchins  
NOTARY PUBLIC in and for the State of Washington residing at Everett, WA  
My commission expires 1-7-2014





# Exhibit A



# Attachment A

Professional Services Agreement between  
Snohomish County and Dawson Place for  
Child Interview Specialist (CIS) Services

**PROFESSIONAL SERVICES AGREEMENT FOR CHILD INTERVIEW  
SPECIALIST SERVICES**

**This Professional Services Agreement For Child Interview Specialist Services (this "Agreement")** is made and entered into as of this 16<sup>th</sup> day of October, 2012, by and among Snohomish County Child Advocacy Center d/b/a Dawson Place, a duly registered Washington non-profit corporation ("Dawson Place") and Snohomish County, a political subdivision of the State of Washington, the City of Arlington, a municipal corporation of the State of Washington, the City of Bothell, a municipal corporation of the State of Washington, the City of Lake Stevens, a municipal corporation of the State of Washington, the City of Lynnwood, a municipal corporation of the State of Washington, the City of Marysville, a municipal corporation of the State of Washington, the City of Granite Falls, a municipal corporation of the State of Washington, the City of Edmonds, a municipal corporation of the State of Washington, the City of Mill Creek, a municipal corporation of the State of Washington, the City of Everett, a municipal corporation of the State of Washington, the City of Mukilteo, a municipal corporation of the State of Washington, the City of Snohomish, a municipal corporation of the State of Washington, the City of Brier, a municipal corporation of the State of Washington, and the Stillaguamish Tribe of Indians (all such county, municipal and tribal entities collectively, the "Participating Jurisdictions").

**WITNESSETH**

WHEREAS, the Participating Jurisdictions have determined it is in their best interests to utilize professional Child Interview Specialist (hereinafter referred to as "CIS") to facilitate investigations of child abuse and other crimes wherein children are victims or witnesses; and

WHEREAS, Dawson Place has agreed to provide licensed, as may be required by law, and trained professional CIS Services to the Participating Jurisdictions for investigations;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1.0 TERM**

The term of this Agreement (the "Term") shall govern services rendered beginning January 1, 2012, (the "Commencement Date"), and ending on December 31, 2014, (the "End Date"); PROVIDED, however, that participating jurisdictions obligations are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law.

## **2.0 SERVICES TO BE PERFORMED**

- 2.1 Dawson Place shall provide CIS Services to the Participating Jurisdictions on an as needed basis during the term of this Agreement. All cases of Participating Jurisdictions will be given equal priority.
- 2.2 "CIS Services" include the following:
  - 2.2.1 Interview child victims of sexual assault and physical abuse as requested.
  - 2.2.2 Document interviews; maintain detailed records of all interviews and statistics.
  - 2.2.3 Assist detectives on assigned cases working with victim's family.
  - 2.2.4 Assist investigators in interviewing victims and witnesses of other crimes involving children as requested; conduct courtesy interviews for police agencies in other states; work with interpreters to gather information from disabled children; interview children and adults who are developmentally delayed and/or physically disabled as requested.
  - 2.2.5 Testify in court as requested; provide agencies with a DVD of the interviews; provide assistance to the Prosecuting Attorney's Office, as requested for child interview DVD transcriptions.
  - 2.2.6 Provide training to public and to detectives on child sex abuse issues.
  - 2.2.7 Network with community agencies to maintain compatible working relationships.
- 2.3 Dawson Place shall provide a quarterly report to the Participating Jurisdictions that summarizes CIS Services performed on the Participating Jurisdictions' behalf during the previous quarter.

## **3.0 DAWSON PLACE OBLIGATIONS**

- 3.1 Dawson Place shall provide a CIS to the Participating Jurisdictions, as described in Section 2.0 above.
- 3.2 Dawson Place shall be responsible for coordinating daily operations related to the provision of CIS Services pursuant to this Agreement.
- 3.3 CIS interviews will be conducted at Dawson Place, located at 1509 California Street, Everett, WA 98201, unless another location is agreed to by the Participating Jurisdictions and Dawson Place.

- 3.4 Dawson Place shall ensure that any professional providing CIS Services pursuant to this Agreement is duly licensed, as may be required by law, and has completed all required training.
- 3.5 Dawson Place shall provide all equipment, including computers, equipment maintenance, and supplies and training necessary to support the CIS Services, consistent with recognized and recommended practices within the field and Exhibit B. Nothing in this section shall restrict the ability of the parties to mutually agree to changes in equipment or training necessary to maintain best practices, or to informally agree to share equipment or training costs in unforeseen circumstances.
- 3.6 All products of interviews conducted under this Agreement, which include: original recordings (audio and video) and reports and statements, will be promptly provided to and remain under the control of the Participating Jurisdiction that requested the interview.
- 3.7 Dawson Place agrees that any professional who is providing CIS services pursuant to this Agreement shall not be considered for any purpose to be an employee or agent of any Participating Jurisdiction.
- 3.8 SICK LEAVE TEMPORARY REPLACEMENT. If CIS Services are not available because the CIS is unavailable due to illness or injury for longer than ten (10) days, Dawson Place shall make arrangements for temporary replacement CIS Services beginning on the eleventh (11<sup>th</sup>) work day until such time as regular CIS Services resume.
- 3.9 DISCIPLINARY TEMPORARY REPLACEMENT. If CIS Services are not available because the CIS is unavailable due to disciplinary action for a period in excess of one (1) work day, DAWSON PLACE shall make arrangements for replacement CIS Services during the remaining term of the discipline.
- 3.10 TEMPORARY REPLACEMENT; UNPLANNED OR ANNUAL LEAVE. If CIS Services are not available because the CIS is unavailable due to annual leave or any unplanned reason for a period of ten (10) consecutive work days, DAWSON PLACE shall make arrangements for replacement CIS Services beginning on the eleventh (11<sup>th</sup>) work day until such time as regular CIS Services resume.
- 3.11 TEMPORARY REPLACEMENT; PLANNED ABSENCE. If CIS Services are not available because the CIS is unavailable due to any pre-planned reason other than annual leave (example: attendance at a long term work-related training), for a period in excess of ten (10) consecutive work days, DAWSON PLACE shall make arrangements for replacement CIS Services beginning on the first day of the

planned absence.

#### **4.0 PARTICIPATING JURISDICTION OBLIGATIONS**

- 4.1 After the items referenced in Section 3.6 are provided to a Participating Jurisdiction, it shall be the sole responsibility of that Participating Jurisdiction to properly secure, maintain, distribute, transcribe or dispose of said items. Dawson Place may maintain a working copy of all CIS recordings, reports and/or documents. Each Participating Jurisdiction acknowledges that transcriptions of audio/video CIS interviews are frequently required by the Prosecuting Attorney, the Defense or the Court, and each Participating Jurisdiction agrees to complete any required transcribing of CIS interviews conducted under this Agreement.
- 4.2 A Participating Jurisdiction shall attend and observe CIS interviews that the Participating Jurisdiction requests, and shall control, maintain and retain the original DVD recording of such CIS interviews for evidentiary purposes, and shall be solely liable for third party arrest, prosecution and evidentiary issues, such as admissibility arising from or as a result of the interview contents of the DVD. The Participating Jurisdiction shall indemnify and hold harmless Dawson Place for such liability.
- 4.3 The Participating Jurisdictions will coordinate scheduling interviews conducted under this Agreement with Dawson Place.
- 4.4 In consideration of Dawson Place providing the CIS Services as set forth in Section 2.0 and 3.0 herein, the Participating Jurisdictions will pay Dawson Place as set forth in Section 5.0.

#### **5.0 COMPENSATION, INVOICING AND PAYMENT**

- 5.1 The Participating Jurisdictions agree to pay the following amounts to Dawson Place for providing CIS services as set forth in this Agreement:
  - 5.1.1 In consideration for the CIS Services provided by Dawson Place from January 1, 2012, to December 31, 2012, (2012 Payment) the Participating Jurisdictions shall pay the sums listed in Exhibit B.
  - 5.1.2 In consideration for the CIS Services provided by Dawson Place from January 1, 2013, to December 31, 2013, (2013 Payment) the Participating Jurisdictions shall collectively pay \$83,773.00 plus an increase equal to 100% of the June to June Seattle, Tacoma, Bremerton CPI-W published in June 2012, but shall not to exceed a 3% increase of the 2012 Payment.
  - 5.1.3 In consideration for the CIS Services provided by Dawson Place from January 1, 2014, to December 31, 2014, (2014 Payment) the

Participating Jurisdictions shall collectively pay the sum equal to the 2013 Payment plus an increase in that amount equal to 100% of the June to June Seattle, Tacoma, Bremerton CPI-W published in June 2013, but shall not to exceed a 3% increase of the 2013 Payment.

- 5.2 During the term of this Agreement, should a professional who is providing CIS Services pursuant to this Agreement be required to travel out of Snohomish County for work on a Participating Jurisdiction investigation or testify in court on behalf of a case, all travel costs, including conveyance, lodging and per diem, shall be eligible for reimbursement by the requesting Participating Jurisdiction. In order to be eligible for reimbursement, all travel must be pre-approved by the requesting Participating Jurisdiction. Reimbursement for travel shall not exceed that Participating Jurisdiction's reimbursement rates.
- 5.3 Each Participating Jurisdiction's proportional share of the total 2013 Payment and 2014 Payment will be calculated as follows:
  - 5.3.1 Payments due for 2012 are set forth in Exhibit B of this Agreement attached hereto and hereby incorporated by reference. Each PARTICIPATING JURISDICTION shall pay 2% of the base salary, plus a portion of the remaining amount due, calculated based on the number of interviews performed for each PARTICIPATING JURISDICTION during the previous year.
  - 5.3.2 Participating Jurisdictions proportional payment sums for 2013 and 2014 shall be calculated based on, as applicable, the 2012 Payment and the 2013 Payment divided by the number of interviews performed for each Participating Jurisdiction the previous year.
- 5.4 In order to receive payment under this Agreement, Dawson Place shall submit a quarterly invoice to each Participating Jurisdiction., Each Participating Jurisdiction's invoice shall be for the equivalent to one fourth of the Participating Jurisdiction annual proportional payment sum.
- 5.5 Each Participating Jurisdiction shall pay its invoice in full, within thirty (30) days of receiving the invoice. Should a Participating Jurisdiction object to all or any portion of any invoice, the Participating Jurisdiction shall notify Dawson Place of its objection in writing within twenty (20) days after receiving the invoice at issue.
- 5.6 Dawson Place agrees that payment of the sums listed in Sections 5 constitute full compensation for services provided under this Agreement.
- 5.7 Dawson Place may use funds paid under this Agreement for all costs directly related to the provision of CIS Services.

## **6.0 DIRECTION AND CONTROL**

Dawson Place agrees that Dawson Place will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the any Participating Jurisdiction. The parties agree that Dawson Place is not entitled to any benefits or rights enjoyed by employees of any Participating Jurisdiction. Dawson Place specifically has the right to direct and control Dawson Place's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The Participating Jurisdictions shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

## **7.0 REMOVAL OR REPLACEMENT OF CIS**

It is the intent of Dawson Place to create a CIS performance feedback process that allows any Jurisdiction to provide input and initiate a performance review evaluation. The formal performance management process will be managed by Dawson Place and Compass Health, with input from the Jurisdictions. The CIS is an employee of Dawson Place through employment with Compass Health.

A performance improvement process will be carried out by the Dawson Place Executive Director, who is the CIS supervisor, with input from the Jurisdiction that is submitting a performance concern.

Should a Jurisdiction become dissatisfied with the forensic interviewing skills of the Dawson Place CIS, they may submit their concerns in writing to the Dawson Place Executive Director. The Dawson Place Executive Director will then review their concerns, and contact the Jurisdiction to clarify their issues.

The Dawson Place Executive Director will also evaluate the concerns against the Washington State Child Forensic Interviewing Guidelines and will make a determination of whether the concern is a violation of the training guide.

If appropriate, the Dawson Place Executive Director will begin the Performance Management Process:

1. All concerns will be documented and shared with the CIS. The sub-standard interviewing skill(s) will be communicated with the CIS during a performance discussion.
2. A corrective action plan will be developed. The plan will include changes in interviewing skills that the CIS will agree to use.
3. The CIS is allowed a period of 30 days to turn around the situation.
4. Every two weeks the Dawson Place Executive Director will have a progress discussion with the CIS and determine progress.
5. The Dawson Place Executive Director will stay in communication with the Jurisdiction.
6. After 30 days, the CIS is either taken off the Performance Management Plan or the plan can be extended by 30 more days (60 days total).
7. At the end of 60 days, the CIS is either taken off Performance Management or is terminated. If the date of the action plan arrives and the needed corrective action was not achieved by the CIS, the Dawson Place Executive Director, along with Compass Health Human Resource

Department, will decide if employment of the CIS should be terminated. The Jurisdiction will not be a part of the final decision, per Compass Health policies.

Dawson place will in all situations make a good faith effort to work in collaboration with the Jurisdiction, and will communicate on a regular basis. If the Jurisdiction is dissatisfied with Dawson Place's good faith efforts, they may submit their concerns to Dawson Place Executive Director and it is their right to choose to not participate in the CIS contract for the next time period.

#### **8.0 HOLD HARMLESS**

Except as otherwise described in Section 4.2, each party to this Agreement shall save, indemnify, defend and hold every other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other parties may incur or pay out by reason of any accidents, damages or injuries to persons or property, including claims by third parties or employees against which the parties would otherwise be immune under Title 51 RCW or other law, arising from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party.

The provisions of this Section 8.0 shall survive the expiration or earlier termination of this Agreement.

#### **9.0 TERMINATION**

Any Participating Jurisdiction may withdraw from participation in this Agreement effective each January 1st for any reason or for no reason by providing written notice of such withdrawal to all parties no later than November 1<sup>st</sup>. Withdrawal shall not affect the rights of the Participating Jurisdictions under any other section or paragraph herein.

If after November 1st there are fewer than five (5) Participating Jurisdictions that have not given notice of withdrawal, then the Participating Jurisdictions that have not given notice of withdrawal shall meet no later than November 15th. At the meeting, these Participating Jurisdictions will have another option to withdraw from the Agreement effective January 1st, which may be exercised by giving notice of withdrawal at the meeting. If by the end of the meeting no Participating Jurisdiction desires to remain in the Agreement, then this Agreement may be terminated effective January 1st by delivery of written notice to Dawson Place no later than December 1st.

#### **10.0 INSURANCE REQUIREMENTS**

Dawson Place shall obtain and maintain continuously during the Term of this Agreement the following insurance:

Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include all Participating Jurisdictions and their officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the Participating Jurisdictions. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

Workers' Compensation Coverage as required by the Industrial Insurance laws of the State of Washington. Dawson Place's obligation shall extend to all personnel performing work on behalf of Dawson Place pursuant to this Agreement and must be obtained before performing any work under this Agreement. The Participating Jurisdictions will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for any individuals performing work on behalf of Dawson Place that might arise under the Washington State Industrial Insurance laws.

Professional Liability insurance appropriate to the CIS's profession with limits of \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

#### **11.0 WAIVER OF SOVERIGN IMMUNITY**

The Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The Parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the obligation and the costs of collection.

#### **12.0 RECORDS**

Dawson Place shall maintain adequate records to support billings for services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after completion of this Agreement. The Participating Jurisdictions or their authorized representatives shall have access, during normal working hours, to any Dawson Place books, documents, papers or records, which relate to this Agreement.

#### **13.0 CONFIDENTIALITY**

Dawson Place shall not disclose, transfer, sell or otherwise release any client information gained by reason of performance under this Agreement to any person or entity. Dawson Place may use such information solely for the purposes necessary to meet the requirements under this Agreement.

#### **14.0 PUBLIC DISCLOSURE LAWS**

The parties acknowledge, agree and understand that the county and municipal Participating Jurisdictions are public agencies subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and Dawson Place's performance of Services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law. In order to comply with disclosure laws, a Participating Jurisdiction may require records generated pursuant to this Agreement from Dawson Place. Dawson Place covenants that it shall cooperate with the Participating Jurisdictions in the event records generated pursuant to this Agreement are requested. Dawson Place agrees to provide such records to the Participating Jurisdiction in a timely manner and in a format requested by the Participating Jurisdiction, so long as it is reasonably feasible to provide such records in the format requested.

#### **15.0 LEGAL REQUIREMENTS**

All parties shall comply with all applicable federal, state and local laws in performing their duties under this Agreement.

#### **16.0 APPLICABLE LAW AND VENUE**

This Agreement shall be construed under the laws of the State of Washington. Venue of any legal action brought to enforce any of the terms and conditions of this Agreement shall be Snohomish County, Washington.

#### **17.0 NON-DISCRIMINATION**

Dawson Place shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by Dawson Place of its compliance with the requirements of Chapter 2.460 SCC. If Dawson Place is found to have violated this provision, or 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 Dawson Place's obligations under other federal, state, or local laws against discrimination.

#### **18.0 PREVAILING PARTY ATTORNEY'S FEES**

In any legal action brought to enforce any of the terms and conditions of this Agreement, the prevailing party in said legal action shall be entitled to reasonable attorney's fees and costs incurred.

#### **19.0 NOTICE/ INVOICE**

Any notice or invoice to be given to a Participating Jurisdiction under this Agreement shall be either mailed or personally delivered to the Notice Address listed in Exhibit A.

Any notice to Dawson Place shall be mailed or personally delivered to:

Dawson Place Child Advocacy Center  
ATTN: Executive Director  
1509 California Street  
Everett, WA 98201

Any party may, by reasonable written notice to the other parties, designate a different contact person, or otherwise alter its contact information for the giving of notices. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

#### **20.0 AMENDMENT**

The parties reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed with the same formality of this Agreement.

#### **21.0 ENTIRE AGREEMENT**

This Agreement constitutes the whole and entire agreement among the parties as to CIS Services and no other understandings, oral or otherwise, regarding CIS Services shall be deemed to exist or bind the parties

#### **22.0 SEVERABILITY**

If any part of this Agreement is unenforceable for any reason the remainder of the Agreement shall remain in full force and effect.

#### **23.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS**

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions.

#### **24.0 WARRANTY OF AUTHORITY**

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

IN WITNESS WHEREOF the Participating Jurisdictions and Dawson Place have executed this Agreement as of the date first above written.

<b>DAWSON PLACE</b> By: _____ Mary Wahl, Executive Director As Approved by Dawson Place Board of Directors through Resolution Dated: _____	<b>CITY OF EVERETT</b> By: _____ Ray Stephanson, Mayor Dated: _____  ATTEST:  By: _____ Sharon Marks, City Clerk Dated: _____  APPROVED AS TO FORM:  By: _____ James D. Iles, City Attorney Dated: _____
<b>SNOHOMISH COUNTY</b> By: <u>AS</u> <b>PETER B. CAMP</b> <i>for</i> Executive Director Aaron Reardon, County Executive Dated: <u>10/16/12</u> <b>RECOMMENDED FOR APPROVAL</b>  By: <u>John Lovick</u> John Lovick, Sheriff Dated: <u>6/14/12</u>  APPROVED AS TO FORM:  By: _____ Deputy Prosecuting Attorney Dated: _____	<b>CITY OF BOTHELL</b> By: _____ Title: _____ Dated: _____  ATTEST:  By: _____ City Clerk Dated: _____  APPROVED AS TO FORM:  By: _____ City Attorney Dated: _____
<b>CITY OF LYNNWOOD</b> By: _____ Title: _____ Dated: _____  ATTEST:  By: _____ City Clerk Dated: _____  APPROVED AS TO FORM:  By: _____ City Attorney	<b>CITY OF LAKE STEVENS</b>

**COUNCIL USE ONLY**  
Approved: 10-15-12  
Doefile: D-3

IN WITNESS WHEREOF the Participating Jurisdictions and Dawson Place have executed this Agreement as of the date first above written.

<b>DAWSON PLACE</b> By: <u>Mary Wahl</u> Mary Wahl, Executive Director As Approved by Dawson Place Board of Directors through Resolution Dated <u>7-3-12</u>	<b>CITY OF EVERETT</b> By: _____ Ray Stephanson, Mayor Dated: _____  ATTEST:  By: _____ Sharon Marks, City Clerk Dated: _____  APPROVED AS TO FORM:  By: _____ James D. Iles, City Attorney Dated: _____
<b>SNOHOMISH COUNTY</b> By: _____ Aaron Reardon, County Executive Dated: _____ <b>RECOMMENDED FOR APPROVAL</b>  By: _____ John Lovick, Sheriff Dated: _____  APPROVED AS TO FORM:  By: _____ Deputy Prosecuting Attorney Dated: _____	<b>CITY OF BOTHELL</b> By: <u>[Signature]</u> Title: <u>Deputy City Manager</u> Dated: <u>6/13/12</u>  ATTEST:  By: <u>[Signature]</u> City Clerk Dated: <u>6/13/12</u>  APPROVED AS TO FORM:  By: <u>[Signature]</u> City Attorney Dated: <u>6-12-12</u>
<b>CITY OF LYNNWOOD</b> By: _____ Title: _____ Dated: _____  ATTEST:  By: _____ City Clerk Dated: _____  APPROVED AS TO FORM:  By: _____ City Attorney	<b>CITY OF LAKE STEVENS</b>

IN WITNESS WHEREOF the Participating Jurisdictions and Dawson Place have executed this Agreement as of the date first above written.

<p><b>DAWSON PLACE</b></p> <p>By: <u>Mary Wahl</u> Mary Wahl, Executive Director As Approved by Dawson Place Board of Directors through Resolution Dated <u>7.3.12</u></p>	<p><b>CITY OF EVERETT</b></p> <p>By: <u>Ray Stephanson</u> Ray Stephanson, Mayor Dated: <u>6-20-2012</u></p> <p>ATTEST:</p> <p>By: <u>Sharon Marks</u> Sharon Marks, City Clerk Dated: <u>6/20/12</u></p> <p>APPROVED AS TO FORM:</p> <p>By: <u>James D. Iles</u> James D. Iles, City Attorney Dated: <u>6/13/12</u></p>
<p><b>SNOHOMISH COUNTY</b></p> <p>By: _____ Aaron Reardon, County Executive Dated: _____</p> <p>RECOMMENDED FOR APPROVAL</p> <p>By: _____ John Lovick, Sheriff Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ Deputy Prosecuting Attorney Dated: _____</p>	<p><b>CITY OF BOTHELL</b></p> <p>By: _____ Title: _____ Dated: _____</p> <p>ATTEST:</p> <p>By: _____ City Clerk Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ City Attorney Dated: _____</p>
<p><b>CITY OF LYNNWOOD</b></p> <p>By: _____ Title: _____ Dated: _____</p> <p>ATTEST:</p> <p>By: _____ City Clerk Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ City Attorney</p>	<p><b>CITY OF LAKE STEVENS</b></p>

IN WITNESS WHEREOF the Participating Jurisdictions and Dawson Place have executed this Agreement as of the date first above written.

<p><b>DAWSON PLACE</b></p> <p>By: <u>Mary Wahl</u>          Mary Wahl, Executive Director          As Approved by Dawson Place Board of Directors through Resolution          Dated: _____</p>	<p><b>CITY OF EVERETT</b></p> <p>By: _____          Ray Stephanson, Mayor          Dated: _____</p> <p>ATTEST:</p> <p>By: _____          Sharon Marks, City Clerk          Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____          James D. Iles, City Attorney          Dated: _____</p>
<p><b>SNOHOMISH COUNTY</b></p> <p>By: _____ Aaron Reardon, County Executive          Dated: _____</p> <p>RECOMMENDED FOR APPROVAL</p> <p>By: _____          John Lovick, Sheriff          Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____          Deputy Prosecuting Attorney          Dated: _____</p>	<p><b>CITY OF BOTHELL</b></p> <p>By: _____          Title: _____          Dated: _____</p> <p>ATTEST:</p> <p>By: _____          City Clerk          Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____          City Attorney          Dated: _____</p>
<p><b>CITY OF LYNNWOOD</b></p> <p>By: <u>Art Ceniza</u>          Title: <u>ASST City Admin.</u>          Dated: <u>6-29-12</u>          For Mayor per DSA 6-11-12</p> <p>ATTEST:</p> <p>By: <u>[Signature]</u>          City Clerk          Dated: <u>6-29-12</u></p> <p>APPROVED AS TO FORM:</p> <p>By: <u>[Signature]</u>          City Attorney          Dated: <u>6/28/12</u></p>	<p><b>CITY OF LAKE STEVENS</b></p>

Dated: _____	By: _____ Title: _____
<p><b>CITY OF MARYSVILLE</b></p> By: _____ Title: _____ Dated: _____	Dated: _____
<p>ATTEST:</p> By: _____ City Clerk Dated: _____	<p>ATTEST:</p> By: _____ City Clerk Dated: _____
<p>APPROVED AS TO FORM:</p> By: _____ City Attorney Dated: _____	<p>APPROVED AS TO FORM:</p> By: _____ City Attorney Dated: _____
<p><b>CITY OF EDMONDS</b></p> By: <u><i>Al Bark</i></u> Mayor Dated: <u><i>May 25, 2012</i></u>	<p><b>CITY OF GRANITE FALLS</b></p> By: _____ Title: _____ Dated: _____
<p>ATTEST:</p> By: <u><i>Sandra S. Chase</i></u> Sandra S. Chase, City Clerk Dated: <u><i>5/25/12</i></u>	<p>ATTEST:</p> By: _____ City Clerk Dated: _____
<p>APPROVED AS TO FORM:</p> By: <u><i>Sharon E. Cates</i></u> Sharon E. Cates Office of the City Attorney Dated: <u><i>5/24/12</i></u>	<p>APPROVED AS TO FORM:</p> By: _____ City Attorney Dated: _____
<p><b>CITY OF MILL CREEK</b></p> By: _____ Title: _____ Dated: _____	<p><b>CITY OF MILL CREEK</b></p> By: _____ Title: _____ Dated: _____
<p>ATTEST:</p> By: _____ City Clerk	<p>ATTEST:</p> By: _____ City Clerk

Dated: _____	By: _____
	Title: _____
<b>CITY OF MARYSVILLE</b>	Dated: _____
By: <u>Jan H. [Signature]</u>	<b>ATTEST:</b>
Title: <u>Mayor</u>	By: _____
Dated: <u>6/15/12</u>	City Clerk
<b>ATTEST:</b>	Dated: _____
By: <u>Ann M. O'Brien</u>	<b>APPROVED AS TO FORM:</b>
City Clerk-Deputy	By: _____
Dated: <u>6-16-12</u>	City Attorney
<b>APPROVED AS TO FORM:</b>	Dated: _____
By: <u>David C. Wood</u>	<b>CITY OF GRANITE FALLS</b>
City Attorney	By: _____
Dated: <u>6-7-12</u>	Title: _____
	Dated: _____
<b>CITY OF EDMONDS</b>	<b>ATTEST:</b>
By: _____	By: _____
Mayor	City Clerk
Dated: _____	Dated: _____
<b>ATTEST:</b>	<b>APPROVED AS TO FORM:</b>
By: _____	By: _____
Sandra S. Chase, City Clerk	City Attorney
Dated: _____	Dated: _____
<b>APPROVED AS TO FORM:</b>	<b>CITY OF MILL CREEK</b>
By: _____	By: _____
Sharon E. Cates	Title: _____
Office of the City Attorney	Dated: _____
Dated: _____	<b>ATTEST:</b>
	By: _____
	City Clerk

	<p>Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>City Attorney</p> <p>Dated: _____</p>
<p><b>CITY OF MUKILTEO</b></p> <p>By: <u>Joe Marin</u></p> <p>Title: <u>Mayor</u></p> <p>Dated: <u>6/25/12</u></p> <p>ATTEST:</p> <p>By: <u>C. Bouhman</u></p> <p>City Clerk</p> <p>Dated: <u>6.25.12</u></p> <p>APPROVED AS TO FORM:</p> <p>By: <u>[Signature]</u></p> <p>City Attorney</p> <p>Dated: <u>6/18/12</u></p>	<p><b>STILLAGUAMISH TRIBE OF INDIANS</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Dated: _____</p> <hr/> <p><b>CITY OF ARLINGTON</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>City Clerk</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>City Attorney</p> <p>Dated: _____</p>

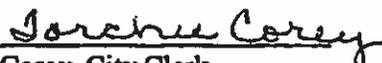
**CITY OF SNOHOMISH**

By: 

Larry Bauman, City Manager

Dated: 7/5/12

**ATTEST:**

By: 

Torchie Corey, City Clerk

Dated: 7/5/12

**APPROVED AS TO FORM:**

By: 

Grant K. Weed, City Attorney

Dated: 6-27-12

LAKE STEVEN'S

<p>Dated: _____</p>	<p>By: <u>Norm Lutz</u></p>
<p><b>CITY OF MARYSVILLE</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>City Clerk</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>City Attorney</p> <p>Dated: _____</p>	<p>Title: <u>Mayor</u></p> <p>Dated: <u>6-29-12</u></p> <p>ATTEST:</p> <p>By: <u>Norma Scott</u></p> <p>City Clerk</p> <p>Dated: <u>6-29-12</u></p> <p>APPROVED AS TO FORM:</p> <p>By: <u>Scott K. Weese</u></p> <p>City Attorney</p> <p>Dated: <u>6-27-12</u></p>
<p><b>CITY OF EDMONDS</b></p> <p>By: _____</p> <p>Mayor</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>Sandra S. Chase, City Clerk</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Sharon E. Cates</p> <p>Office of the City Attorney</p> <p>Dated: _____</p>	<p><b>CITY OF GRANITE FALLS</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>City Clerk</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>City Attorney</p> <p>Dated: _____</p>
<p><b>CITY OF MILL CREEK</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>City Clerk</p>	<p><b>CITY OF MILL CREEK</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>City Clerk</p>

**CITY OF ARLINGTON**

By: Margaret Larson  
Title: \_\_\_\_\_  
Dated: 12/20/11

**ATTEST:**

By: Kristi Baufoed  
City Clerk  
Dated: 12/20/11

**APPROVED AS TO FORM:**

By: [Signature]  
City Attorney  
Dated: 12/20/11

**CITY OF BRIER**

By: Bob Colman  
Title: Mayor  
Dated: 1-11-2012

**ATTEST:**

By: Paula Swisher  
City Clerk  
Dated: 1-11-2012

**APPROVED AS TO FORM:**

By: Rob Kasegama  
City Attorney  
Dated: 1/17/12

**EXHIBIT A**

<b>PARTICIPATING JURISDICTION</b>	<b>INVOICE ADDRESS</b>	<b>NOTICE ADDRESS</b>
<b>Snohomish County</b>	Snohomish County Sheriff's Office Attn: Jill Iversen 3000 Rockefeller Ave M/S 606 Everett, WA 98201	Snohomish County Sheriff's Office Attn: Jeff Miller 3000 Rockefeller Ave M/S 606 Everett, WA 98201
<b>Stillaguamish Police</b>	Chief Joe Orford Stillaguamish Police Department 22714 6 <sup>th</sup> Ave NE Arlington, WA 98223	Chief Joe Orford Stillaguamish Police Department 22714 6 <sup>th</sup> Ave NE Arlington, WA 98223
<b>City of Arlington</b>	Debbie Strotz City of Arlington Finance Dept. 238 N. Olympic Arlington, WA 98223	Chief Nelson Beazley City of Arlington Police Department 110 E. Third St. Arlington, WA 98223
<b>City of Brier</b>		
<b>City of Bothell</b>	Captain Drew Nielsen Bothell Police Department 18410 101 <sup>st</sup> Ave NE Bothell, WA 98011	Captain Drew Nielsen Bothell Police Department 18410 101 <sup>st</sup> Ave NE Bothell, WA 98011
<b>City of Lake Stevens</b>	Finance Director City of Lake Stevens P.O. Box 259 Lake Stevens, WA 98258	Chief of Police City of Lake Stevens 2211 Grade Road Lake Stevens, WA 98258
<b>City of Lynnwood</b>	Administrative Assistant to Chief of Police Lynnwood Police Department P.O. Box 5008 Lynnwood, WA 98046-5008	Deputy Chief Investigations/Services Lynnwood Police Department P.O. Box 5008 Lynnwood, WA 98046-5008
<b>City of Marysville</b>	Margaret Vanderwalker Marysville Police Department 1635 Grove Street Marysville, WA 98270	Commander Ralph Krusey Marysville Police Department 1635 Grove Street Marysville, WA 98270
<b>City of Granite Falls</b>	Chief Dennis Taylor Granite Falls Police Department 205 S. Granite Avenue P.O. Box 64 Granite Falls, WA 98252	Chief Dennis Taylor Granite Falls Police Department 205 S. Granite Avenue P.O. Box 64 Granite Falls, WA 98252

<b>City of Edmonds</b>	Marlene Eager Edmonds Police Department 250 5 <sup>th</sup> Ave. N. Edmonds, WA 98020	Gerry Gannon, Assistant Chief Edmonds Police Department 250 5 <sup>th</sup> Ave. N. Edmonds, WA 98020
<b>City of Mill Creek</b>	Jodie Gunderson City of Mill Creek Finance Department 15728 Main St. Mill Creek, WA 98012	Det. Sgt. Kate Hamilton Mill Creek Police Department 15728 Main St. Mill Creek, WA 98012
<b>City of Everett</b>	Tracey Versteeg Everett Police Department 3002 Wetmore Avenue Everett, WA 98201	Deputy Chief Mike Campbell Everett Police Department 3002 Wetmore Avenue Everett, WA 98201
<b>City of Mukilteo</b>	Mukilteo Police Department 10500 47 <sup>th</sup> Pl. W Mukilteo, WA 98275	Chief Rex Caldwell Mukilteo Police Department 10500 47 <sup>th</sup> Pl. W Mukilteo, WA 98275
<b>City of Snohomish</b>	Chief John Turner City of Snohomish PD 230 Maple Avenue Snohomish, WA 98290	Chief John Turner City of Snohomish PD 230 Maple Avenue Snohomish, WA 98290

**EXHIBIT  
B**

<b>2012 Expenses<sup>1</sup></b>	
<b>Salary / Benefits</b>	\$62,273.12
<b>Operating Expenses (estimated)</b>	
Computers	\$2,000.00
Equipment Maintenance	\$500.00
Supplies / Training	\$3,000.00
Office Space <sup>2</sup>	\$16,000.00
<b>Total</b>	<b>\$83,773.12</b>

<b>Participating Jurisdiction</b>	<b>2% of Salary</b>	<b>Number of Interviews</b>	<b>Cost Based On Use (\$253.1933 per interview)</b>	<b>Total</b>
Arlington Police Department	\$1,245.46	9	\$2,278.74	\$3,524.20
Bothell Police Department	\$1,245.46	4	\$1,012.77	\$2,258.24
Brier Police Department	\$1,245.46	0	\$0	\$1,245.46
Edmonds Police Department	\$1,245.46	10	\$2,531.93	\$3,777.40
Everett Police Department	\$1,245.46	53	\$13,419.24	\$14,664.71
Granite Falls Police Department	\$1,245.46	2	\$506.39	\$1,751.85
Lake Stevens Police Department	\$1,245.46	23	\$5,823.44	\$7,068.90
Lynnwood Police Department	\$1,245.46	11	\$2,785.13	\$4,030.59
Marysville Police Department	\$1,245.46	38	\$9,621.35	\$10,866.81
Mill Creek Police Department	\$1,245.46	12	\$3,038.32	\$4,283.78

<sup>1</sup>2013 and 2014 Participation Jurisdictions proportional contributions shall be calculated pursuant to the formula described in Section 5 of this Agreement.

<sup>2</sup> The Snohomish County's Sheriff's Office shall receive an annual credit from Dawson Place in the amount of sixteen thousand dollars (\$16,000.00) based on the Sheriff's Office provision of Office Space for the CIS. The Sheriff's Office total annual proportional payment, calculated pursuant to Section 5 of this Agreement, shall be reduced annually by \$16,000.

Mukilteo Police Department	\$1,245.46	2	\$506.39	\$1,751.85
Snohomish County Sheriff	\$1,245.46	91	\$23,040.59	(\$24,286.05 minus \$16,000 Office Space Credit) \$24,286.05
Snohomish Police Department	\$1,245.46	7	\$1,772.35	\$3,017.82
Stillaguamish Police Department	\$1,245.46	0	\$0.00	\$1,245.46
<b>Total</b>	<b>\$17,436.47</b>	<b>262</b>	<b>\$66,336.64</b>	<b>\$83,773.12</b>

# Attachment A

Snohomish County Human Services  
Contract for Child Interview Specialist (CIS) Services



**EXHIBIT A**  
**SPECIFIC TERMS AND CONDITIONS**  
**CHILD INTERVIEW SPECIALIST**

**I. COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor shall comply with all applicable federal, state and local laws in performing their duties under this Contract.

**II. PROCUREMENT STANDARDS**

The Contractor shall procure all materials, property, supplies, or services in accordance with the requirements in the Basic Terms and Conditions Agreement and the Snohomish County Environmentally Preferable Purchasing and Product Utilization Policies.

**III. REIMBURSEMENT REQUIREMENTS**

In addition to the reimbursement requirements contained in the Basic Terms and Conditions Agreement:

- A. The Contractor shall be reimbursed on a cost reimbursement basis. The percentage of Contract award expended for monthly reimbursement of services to be provided under the terms of this Contract shall not exceed the percentage of budget period completed by more than five percent (5%). The total amount of reimbursement requested shall not exceed the total Contract award (as stated in Exhibit C, Approved Contract Budget or amended Approved Contract Budget).
- B. At the discretion of the County, reimbursement in excess of the five percent (5%) limitation may be made to allow for increased demands for services delivered after the date of which the County has approved a written request for modification. Requests must include supporting justification including a spending plan that ensures continuity of services during the term of the Contract.
- C. The Contractor must submit final request for reimbursement for 2013 expenses no later than January 6, 2014. Requests for reimbursement received after January 6, 2014 for expenses incurred in 2013 may not be processed or paid.

**IV. REPORTING REQUIREMENTS**

The Contractor shall submit all required reports documenting performance in a timely manner. All reports shall be completed on approved forms and in accordance with procedures issued by the County. Overdue reports shall delay payment to the Contractor until the next billing month. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor until such time that reporting is current. Required reports, with the applicable date due, are as follows:

REPORT	DATE DUE
Monthly Invoice for Payment and Service Data Report	10th of each month following service provision
Quarterly Report	October 15, 2013 January 15, 2014
Outcomes Report	January 15, 2014

**V. MONITORING AND EVALUATION**

The Contractor shall cooperate with the County in monitoring activities a minimum of once per year or more as deemed appropriate by the County.

**VI. HOURS OF SERVICE**

The Contractor will be open and provide services during its normal business hours of 8:00 AM to 4:30 PM Monday through Friday, excluding recognized holidays.

**VII. LOCATION OF SERVICES**

Services provided under this Contract shall be made available within Snohomish County.

## EXHIBIT B

### STATEMENT OF WORK

#### CHILD INTERVIEW SPECIALIST

##### I. SERVICE DEFINITION

Dawson Place provides comfort for children caught up in a chaotic situation by welcoming them into a child-friendly setting that promotes healing. Children and families benefit from having a single point of contact with many agencies in one place. Intervention and treatment in child abuse cases is strengthened as a result of having many disciplines working together toward common goals, which include support and services for the child and holding offenders accountable. Dawson Place is a not-for-profit comprehensive multidisciplinary team serving child victims of sexual or physical abuse in **Snohomish** County, Washington. Law enforcement, child protective services, medical, victim advocacy, prosecution, and mental health agencies all work together to provide the best possible services to children and their families victimized by sexual or physical abuse.

This Contract provides one (1) Child Interview Specialist (CIS) to work at Dawson Place. The Child Interview Specialist meets with the child and, from an unbiased perspective, gathers information on what has occurred in a child's life that was concerning enough that a law enforcement officer, social worker, medical staff or others requested a forensic interview.

##### II. PERFORMANCE REQUIREMENTS

- A. The Contractor shall employ one CIS who is licensed, as may be required by law, and has completed all required training.
- B. The CIS shall interview child victims of sexual assault and physical abuse as requested.
- C. The CIS shall document interviews and maintain detailed records of all interviews and statistics.
- D. The CIS shall assist detectives on assigned cases working with the victim's family.
- E. The CIS shall assist investigators in interviewing victims and witnesses of other crimes involving children as requested; including:
  1. Conduct courtesy interviews for police agencies in other states;

2. Work with interpreters to gather information from disabled children; and
  3. Interview children and adults who are developmentally delayed and/or physically disabled as requested.
- F. The CIS shall testify in court as requested; provide agencies with a DVD of the interviews; and provide assistance to the Prosecuting Attorney's Office, as requested, for child interview DVD transcriptions.
- G. The CIS shall provide training to the public and to detectives on child sex abuse issues.
- H. The CIS shall network with community agencies to maintain compatible working relationships.
- I. The Contractor shall provide all equipment, including computers, equipment maintenance, supplies, and training necessary to support the CIS consistent with recognized and recommended practices within the field.

**SNOHOMISH COUNTY  
HUMAN SERVICES DEPARTMENT**

**EXHIBIT C  
APPROVED CONTRACT BUDGET  
COST REIMBURSEMENT**

PROGRAM TITLE: Child Interview Specialist at Dawson Place

AGENCY: Dawson Place

ADDRESS: 1509 California Street, Everett, WA 98201

CONTRACT PERIOD: July 1, 2013 TO December 31, 2013

REVENUE SOURCES:  
FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	AMOUNT
<u>1/10<sup>th</sup> of 1% Sales Tax Funds</u>	<u>\$ 37,500.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
TOTAL FUNDS AWARDED:	<u>\$ 37,500.00</u>

NON-FEDERAL MATCHING RESOURCES:

<u> </u>	<u>\$</u>
<u> </u>	<u> </u>
TOTAL NON-FEDERAL RESOURCES:	<u>\$ 0.00</u>

MATCH REQUIREMENTS FOR CONTRACT: PERCENTAGE: N/A AMOUNT: N/A

OTHER PROGRAM RESOURCES (Identify):

SOURCE	PERIOD	AMOUNT
<u> </u>	<u> </u>	<u>\$</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
TOTAL OTHER RESOURCES		<u>\$ 0.00</u>



**SNOHOMISH COUNTY  
HUMAN SERVICES DEPARTMENT**

**EXPENDITURE NARRATIVE**

AMOUNT	TYPE OF EXPENDITURE: i.e. Salaries: 40% Program person, etc. Benefits: FICA, MEDICAL, etc. Communications: Postage, Telephone, etc.
\$ 27,500.00	Salaries: 1 FTE Child Interview Specialist
\$ 8,250.00	Benefits: 1 FTE Child Interview Specialist
\$ 1,750.00	Supplies
TOTAL: \$ 37,500.00	

WORKING COPY

**SNOHOMISH COUNTY  
HUMAN SERVICES DEPARTMENT**

**DETAIL SALARIES/WAGES**

POSITION	FT/PT	% OF TIME TO FUND	FUND	TOTAL MONTHLY	MONTHLY CHG TO FUND	TOTAL CHG TO FUND
Child Interview Specialist (1)	FT	100%	Sales Tax	\$ 4,583.00	\$ 4,583.00	\$ 27,500.00
					TOTAL	\$ 27,500.00

NOTE: Above figures may reflect rounding

WORKING COPY

## EXHIBIT E

### LABOR HARMONY REQUIREMENT

Adopting Written Contracting Policies for Certain Human Services Contracts  
in Accordance With SCC 2.400.067

On March 25, 2009, the Snohomish County Council passed Ordinance No. 09-011 relating to contracts for all home care services and for those services funded by revenues derived from the tax imposed by SCC 4.25.010. The ordinance requires the Snohomish County Executive to adopt such written contracting policies as he determines necessary "to prevent or mitigate service disruptions caused by labor unrest within private sector providers of home care services, chemical dependency or mental health treatment services, or therapeutic court services, that would harm vulnerable members of the community, compromise the efficient delivery of county services, or adversely impact law enforcement services provided by the county" (SCC 2.400.067(1)). For purposes of these policies, the services described in SCC 2.400.067(1) are hereinafter referred to as the "Services."

#### I. NO SERVICE DISRUPTION GUARANTEE

The Contractor agrees to maintain an appropriate level of service at all times in order to prevent or mitigate disruptions to the contracted-for services caused by labor unrest. The Contractor agrees to sign a guarantee that appropriate levels of service will be maintained by the Contractor at all times specified in the Contract (hereinafter, a "No Service Disruption Guarantee", which is attached as Attachment A to this Exhibit). Provided, however, that the provision of a signed, enforceable agreement (including but not limited to a collective bargaining agreement) between the contractor and the exclusive bargaining representative of the contractor's employees who are essential to the delivery of Services may substitute for the contractor's signing of a No Service Disruption Guarantee, so long as that signed agreement includes a No Service Disruption Guarantee and both the contractor and the exclusive bargaining representative agree to the substitution.

#### II. LABOR HARMONY PLAN

The Contractor will, unless exempted under Section VI below, submit a plan to address how the contractor will make every good faith effort to resolve labor disputes without disrupting contracted-for services.

- A. If the employees of the Contractor who are essential to the delivery of Services have an exclusive bargaining representative when the County contract or contract amendment is executed, that representative must jointly develop and approve the Labor Harmony Plan.

- B. If, during the course of the term of a contract for services, a labor organization informs the contractor and the County in writing that it is seeking to become the exclusive bargaining representative of the employees essential to the delivery of Services, the County will notify the contractor and the labor organization within seven (7) days that they must jointly submit to the County a Labor Harmony Plan to avoid service disruption (hereinafter, the "Notice"). If, after ninety (90) calendar days from the date of Notice, the contractor and the labor organization have not reached an agreement on a labor harmony plan and submitted it to the County, then the arbitration provision contained in Section V, below, shall apply.
  
- C. If the same labor organization is subsequently certified as the exclusive bargaining representative for the contractor's employees who are essential to the delivery of Services during the course of the term of a contract for Services, an updated Labor Harmony Plan jointly agreed to by the contractor and that exclusive bargaining representative must be submitted to the County by the contractor within ninety (90) calendar days from the date of certification of the labor organization as the exclusive bargaining representative or from the date of its voluntary recognition. If, after ninety (90) calendar days from the date of certification or recognition, the contractor and the labor organization have not reached an agreement on a labor harmony plan and submitted it to the County, then the arbitration provision contained in Section V, below, shall apply.

The Labor Harmony Plan must be signed by the contractor and the labor organization or collective bargaining representative, as the case may be, and may (but is not required to) be contained in a collective bargaining agreement signed by the employer and the representative if that agreement includes a No Service Disruption Guarantee and if it will be in effect during the full term of a contract for Services. A collective bargaining agreement that will expire before the end of the contract period may only serve as the Labor Harmony Plan if it is supplemented by a Labor Harmony Plan signed by the employer and the representative that addresses how the contractor will make every good faith effort to resolve labor disputes without disrupting contracted-for services during the portion of the contract period not covered by the agreement.

### **III. SANCTIONS FOR NONCOMPLIANCE**

- A. Any efforts by the County to bring applicable service contractors into compliance with these requirements must be consistent with the County's proprietary interest in preventing or mitigating disruptions in Services caused by labor unrest.
  
- B. A Contractor's failure to submit a No Service Disruption Guarantee and, unless exempted under Section VI below, a Labor Harmony Plan to the County in accordance with these requirements may result in a denial of that contractor's application to contract for Services.

- C. A Contractor's failure to maintain its No Service Disruption Guarantee and, unless exempted under Section VI below, to follow its Labor Harmony Plan may result in the mid-term termination of that contractor's contract for Services.
- D. In addition, the County may, in its sole discretion, deduct from the compensation that would otherwise have been paid to a contractor of Services the cost to the County of mitigating the impact on its clients caused by disruption of Services in violation of the contractor's No Service Disruption Guarantee.
- E. If the contractor and an exclusive bargaining representative, if any, do not take progressively responsible steps to restore Services within a reasonable period of time after a service disruption caused by labor unrest, such determination to be made in the sole and absolute discretion of the County, the County may terminate the contractor's contract for cause.
- F. A history of disruptions to Services due to labor unrest may also result in a disqualification of the contractor from the award of future County contracts for Services.

#### **IV. APPEALS OF SANCTIONS**

A contractor may choose to appeal the imposition of the sanctions described above, such appeal to be submitted in writing to the Director of the Snohomish County Human Services Department within thirty (30) calendar days of their assessment by the County. All appeals will be reviewed and decided within 15 calendar days of submittal by a panel of three (3) persons appointed by the County Executive, one of whom shall be the Director of the Snohomish County Human Services Department. None of the three (3) persons shall be employed by either the contractor or the labor organization. The review on appeal shall be limited to whether there was a reasonable basis for the original imposition of sanctions. The decision of the panel will be final, after which no further appeals will be accepted by the County.

#### **V. ARBITRATION PROCEDURES**

If a contractor and a labor organization or collective bargaining representative cannot agree on a Labor Harmony Plan as provided in §§ II.B and II.C above, either or both may submit the matter to a neutral third-party arbitrator. The arbitrator's decision will not in any way establish the terms of a collective bargaining agreement unless both parties agree to the terms.

In determining the appropriateness and efficacy of the parties' proposals, the arbitrator shall compare the parties' proposals with agreements entered into by other employers and labor organizations involving services similar to the Services under similar working conditions and with other similarly situated employees in comparable communities in the state of Washington unless an inadequate number of

comparable employers exists within the state of Washington, in which case comparable communities in the Pacific Northwest may be considered.

## **VI. EXEMPTIONS**

- A. When the employees of a contractor who are essential to the delivery of Services are not represented by an exclusive bargaining representative and when no labor organization has notified the contractor that it is seeking to become the exclusive bargaining representative of those employees, a contractor will be exempted from submitting a Labor Harmony Plan.
- B. The County may, in its sole and absolute discretion, determine that its proprietary interests may be harmed if it refuses to contract with a contractor as a result of this policy. Among the factors that the County may consider in making this determination are whether the County has the ability to contract with another contractor that:
  - 1. Could provide the same Services with comparable cost and quality;
  - 2. Has a record of avoiding labor unrest, and
  - 3. Has, if applicable, submitted a Labor Harmony Plan to the County.
- C. In addition, if the labor organization or collective bargaining representative refuses to engage in arbitration with a contractor after the contractor's efforts to meet have been rebuffed and the contractor has requested arbitration, the contractor may be relieved of its obligation to engage in arbitration to develop its Labor Harmony Plan.

## **VII. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, portion or part of these written contracting policies is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of these policies.



## EXHIBIT H

### HIPAA / BUSINESS ASSOCIATE AGREEMENT

#### CHILD INTERVIEW SPECIALIST

##### I. PURPOSE

The Contractor will receive, have access to or create Protected Health Information, as that term is defined below, in order to provide services on behalf of the County under the Contract. The purpose of this Exhibit is to provide assurances regarding responsibilities to maintain strict confidentiality, under the Health Insurance Portability and Accountability Act (Pub. L. No. 104-191) ("HIPAA") and the implementing regulations promulgated thereunder, 45 CFR Parts 160 and 164 (the "HIPAA privacy regulations"), of individually identifiable health information ("Protected Health Information" or "PHI") to which Contractor gains access under this Contract. The HIPAA privacy regulations provide that a covered entity is permitted to disclose Protected Health Information to a business associate and allow the business associate to obtain and receive Protected Health Information, if the covered entity obtains satisfactory assurances in the form of a written agreement that the business associate will appropriately safeguard the Protected Health Information. For those purposes, the Contractor is a business associate of the County.

##### II. DEFINITIONS

- A. "Disclose" and "disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations or to other than its employees.
- B. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- C. "Protected Health Information" has the same meaning as that term is defined in 45 C.F.R. § 160.103, limited to the information created or received by Contractor from or on behalf of the County.
- D. "Required by law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information that is enforceable in a court of law. "Required by law" includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury or any administrative body authorized to require the

production of information; a civil or an authorized investigative demand; statutes or regulations that require the production of information.

- E. "Use" or "uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Contractor's internal operations.
- F. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are defined in the HIPAA privacy regulations.

### **III. OBLIGATIONS OF CONTRACTOR**

- A. Use and Disclosure. The Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Contract or as required by law.
- B. Appropriate Safeguards. The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Exhibit.
- C. Mitigation. The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Exhibit.
- D. Reporting Unauthorized Use or Disclosure. The Contractor shall report to the County within five (5) business days any use or disclosure of Protected Health Information not provided for by this Exhibit of which it becomes aware.
- E. Use of Agents and Subcontractors. The Contractor shall require that each of its agents and subcontractors to whom it provides Protected Health Information received from or created or received by Contractor on behalf of the County agree in writing to the same restrictions and conditions that apply through this Exhibit to Contractor with respect to such information.
- F. Individual Access. The Contractor shall provide access, at the request of the County, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- G. Amendments to Protected Health Information. The Contractor agrees to make any amendments to Protected Health Information that the County directs or agrees to pursuant to 45 C.F.R. § 164.526 within ten (10) business days of the County's request.
- H. Contractor Compliance Records. The Contractor shall make its internal practices, books and records, including policies and procedures and

Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County in the time and manner designated by the County, for purposes of the County determining the Contractor's compliance with the HIPAA privacy regulations.

- I. Documentation and Accounting of Disclosures. The Contractor shall document disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. The Contractor further agrees to provide the County with such accounting within ten (10) business days of its request to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

#### IV. PERMITTED USE AND DISCLOSURE BY CONTRACTOR

- A. General Use and Disclosure. Except as otherwise limited by this Exhibit, the Contractor may use or disclose Protected Health Information to perform its obligations and services to the County, provided that such use or disclosure would not violate the HIPAA privacy regulations if done by the County.

- B. Specific Use and Disclosure Provisions.

1. Except as otherwise limited in this Exhibit, the Contractor may use Protected Health Information for the proper management and administration of the Contract or to carry out the legal responsibilities of the Contractor.
2. Except as otherwise limited in this Exhibit, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Exhibit, the Contractor may use Protected Health Information to provide data aggregation services to the County as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B), if applicable.
4. The Contractor may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

**V. OBLIGATION OF COUNTY**

The County shall notify the Contractor of any known future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performances of services under the Agreement, and Contractor shall thereafter restrict or limit its uses and disclosures accordingly.

**VI. TERMINATION FOR CAUSE**

A. In addition to and notwithstanding the termination provisions in the Contract, upon the County's discovery of a material breach by Contractor of the provisions of this Exhibit, the County may:

1. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the Contract if Contractor does not cure the breach or end the violation within the time specified by the County;
2. Immediately terminate the Contract if Contractor has breached a material term of the Contract and cure is not possible.

B. If neither termination nor cure is feasible, the County shall report the violation to the Secretary of the United States Department of Health and Human Services.

**VII. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

A. Except as provided in Section VII.B below, upon termination for any reason or expiration of the Contract, the Contractor shall within ten (10) business days of such termination or expiration return or destroy all Protected Health Information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. The Contractor shall retain no copies of the Protected Health Information.

B. In the event that the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. If return or destruction is infeasible, the Contractor shall extend the protections of this Exhibit to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information. This provision shall survive termination of the Contract.

## VIII. HITECH COMPLIANCE

- A. The Contractor acknowledges and agrees to follow the provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). The HITECH Act outlines the Contractor's obligations when addressing privacy, security and breach of notification.
- B. In the event of a breach of unsecured protected health information (PHI) or disclosure that compromises the privacy or integrity of PHI, the Contractor shall take all measures required by state or federal law. The Contractor shall provide the County with a copy of its investigative results and other information requested. The Contractor shall report all PHI breaches to the County.
- B. The Contractor shall notify the County within one (1) business day by telephone and in writing of any acquisition, access, use or disclosure of PHI not allowed by the provisions of this Agreement of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative as outlined in 45 CFR §§164.304, 164.314 (a)(2)(C), 164.504(e)(2)(ii)(C), and 164.400-.414.
- C. The Contractor shall notify the County within one (1) business day by telephone or e-mail of any potential breach of security or privacy. The Contractor shall follow telephone or e-mail notification with a secured faxed or other written explanation of the breach, to include the following: date and time of the breach, medium that contained the PHI, origination and destination of PHI, the Contractor's personnel associated with the breach, detailed description of PHI, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible for the mitigation. The Contractor shall address communications to:

Snohomish County Human Services  
3000 Rockefeller, MS 305  
Everett, WA. 98201

## IX. MISCELLANEOUS

- A. No Third Party Beneficiaries. Nothing in this Exhibit shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations or liability whatsoever.
- B. Interpretation. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits the County to comply with the HIPAA and HITECH privacy regulations.

- C. Amendments. The parties agree to take such action as is necessary to amend the requirements under this Exhibit from time to time as is necessary for the County to comply with the requirements of the HIPAA and HITECH privacy regulations as may be amended or clarified by any applicable decision, interpretive policy or opinion of a court of the United States or governmental agency charged with the enforcement of the HIPAA and HITECH privacy regulations.

X. **DATA SECURITY REQUIREMENTS**

A. Data Transport.

When transporting Confidential Information electronically, including via email, the data will be protected by:

1. Transporting the data within the County network or Contractor's internal network, or;
2. Encrypting any data that will be in transit outside the County's network or Contractor's internal network. This includes transit over the public Internet.

B. Protection of Data.

The Contractor agrees to store data on one (1) or more of the following media and protect the data as described:

1. **Hard disk drives.** Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
2. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
3. For confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the

data as outlined in Section D. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.

4. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS or the County on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access said data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
5. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS or the County on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
6. **Paper documents.** Paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe to which only authorized persons have access.
7. **Data storage on portable devices or media.**
  - a. DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Specific Terms and Conditions of the Contract. If so authorized, the data shall be given the following protections:
    - 1) Encrypt the data with a key length of at least 128 bits;
    - 2) Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics;

- 3) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes;
- 4) Physically protect the portable device(s) and/or media by
  - a) Keeping them in locked storage when not in use;
  - b) Using check-in/check-out procedures when they are shared; and
  - c) Taking frequent inventories
- b. When being transported outside of a secure area, portable devices and media with confidential County data must be under the physical control of Contractor staff with authorization to access the data.
- c. Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers if those computers may be transported outside of a secure area.
- d. Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

#### C. Data Segregation

1. County data must be segregated or otherwise distinguishable from non-County data. This is to ensure that when no longer needed by the contractor, all County data can be identified for return or destruction. It also aids in determining whether County data has or may have been compromised in the event of a security breach.
2. County data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-County data; or,
3. County data will be stored in a logical container on electronic media, such as a partition or folder dedicated to County data. Or,
4. County data will be stored in a database which will contain no non-DSHS data. Or,

5. County data will be stored within a database and will be distinguishable from non-County data by the value of a specific field or fields within database records. Or,
6. When stored as physical paper documents, County data will be physically segregated from non- County data in a drawer, folder, or other container.
7. When it is not feasible or practical to segregate County data from non-County data, then both the County data and the non- County data with which it is commingled must be protected as described in this Exhibit.

**D. Data Disposition**

When the contracted work has been completed or when no longer needed, except as noted in B.2 above, data shall be returned to the County or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	<ol style="list-style-type: none"> <li>1. Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data;</li> <li>2. Degaussing sufficiently to ensure that the data cannot be reconstructed; or</li> <li>3. Physically destroying the disk.</li> </ol>
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration.
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a course abrasive.
Magnetic tape	Degaussing, incinerating or crosscut shredding.

- E. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of County shared data must be reported to the County contact designated in the Contract within one (1) business day of discovery.
- F. Data shared with Sub-contractors.** If County data provided under this Contract is to be shared with a sub-contractor, the Contract with the sub-contractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the contractor cannot protect the data as articulated within this Contract, then the Contract with the sub-contractor must be submitted to the County contact specified for this Contract for review and approval.

## ATTACHMENT A, EXHIBIT H

Contractor Agreement on Nondisclosure of Confidential Information  
This form is for contractors and other non-County employees.

<b>CONFIDENTIAL INFORMATION</b>		
<p>“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information.</p> <p>“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.</p>		
<b>REGULATORY REQUIREMENTS AND PENALTIES</b>		
<p>State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.</p>		
<b>ASSURANCE OF CONFIDENTIALITY</b>		
<p>In consideration for Snohomish County granting me access to County property, systems, and Confidential Information, I agree that I:</p> <ol style="list-style-type: none"> <li>1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.</li> <li>2. Will protect and maintain all Confidential Information gained by reason this agreement against unauthorized use, access, disclosure, modification or loss.</li> <li>3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.</li> <li>4. Have an authorized business requirement to access and use County systems or property, and view its data and Confidential Information if necessary.</li> <li>5. Will access, use and/or disclose only the “minimum necessary” Confidential Information required to perform my assigned job duties.</li> <li>6. Will not share County system passwords with anyone or allow others to use the County systems logged in as me.</li> <li>7. Will not distribute, transfer, or otherwise share any County software with anyone.</li> <li>8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.</li> <li>9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.</li> <li>10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the County.</li> </ol>		
<b>FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS</b>		
<p>This form will be read and signed by each non-County employee who has access to Confidential information, and updated at least annually. Provide the non-County employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.</p>		
<b>SIGNATURE</b>		
PRINT/TYPE NAME	NON-COUNTY EMPLOYEE’S SIGNATURE	DATE