

PROFESSIONAL SERVICE AGREEMENT
NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC
(North Sound BH-ASO)
AND
TELECARE CORPORATION

CONTRACT #NORTH SOUND BH-ASO-TELECARE-PSC-21-22

THIS AGREEMENT is entered into between NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC (North Sound BH-ASO), 2021 E College Way, Ste. 101, Mount Vernon, WA 98273 and TELECare CORPORATION (Contractor), TELECare CORPORATION (Contractor), 1080 Marina Village Parkway, Suite 100, Alameda, California 94501.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. Terms and Conditions

- A. Term: This Agreement shall take effect January 1, 2022 and shall continue in full force and effect through June 30, 2022.
- B. Termination: This Agreement may be terminated in whole or in part by either party for any reason by giving 30-calendar days' written notice to the other party.
 1. Loss of Funding: In the event funding from any source is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to termination, North Sound BH-ASO may terminate this Agreement by written notice effective upon Contractor's receipt of written notice. The parties may re-negotiate under new funding limitations and conditions.
 2. Breach: This Agreement may be terminated for any breach by either party. The terminating party shall give the breaching party five (5)-calendar days' written notice to cure the breach. Failure to cure shall cause this agreement to terminate immediately at the end of the five (5)-day period.
- C. Amendments: This Agreement may only be amended by written consent of both parties.
- D. Compliance with Laws: Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination and conflict of interest laws.
- E. Confidentiality: The parties shall use personal information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. All parties shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of personal information except as provided by law or with the prior written consent of the person whom the personal information pertains. The parties shall maintain the confidentiality of all personal information and other confidential information gained by reason of this Agreement

and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.

- F. Debarment Certification: Contractor, by signature to this Agreement, certifies that Contractor and any Owners are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website. Contractor shall immediately notify North Sound BH-ASO if, during the term of this Contract, Contractor becomes debarred.
- G. Relationship of Parties: Contractor agrees Contractor shall perform the services under this Agreement as an independent Contractor and not as an agent, employee, partner, joint venture or servant of North Sound BH-ASO. The parties agree Contractor is not entitled to any benefits or rights enjoyed by employees of North Sound BH-ASO. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed upon services in accordance with the specifications set forth herein. North Sound BH-ASO shall only have the right to enforce Contractor's performance.
- H. Indemnification: Contractor shall defend, hold harmless and indemnify North Sound BH-ASO and its member counties and employees against any and all claims, liabilities, damages or judgments asserted against, imposed upon, or incurred by North Sound BH-ASO and its member counties and employees alleged to arise out of intentional acts and/or the negligent or wrongful acts or omissions of Contractor or Contractor's officers and employees, agents or volunteers.

North Sound BH-ASO shall defend, hold harmless and indemnify Contractor and its member districts and employees against any and all claims, liabilities, damages or judgments asserted against, imposed upon, or incurred by Contractor and its member districts and employees alleged to arise out of intentional acts and/or the negligent or wrongful acts or omissions of North Sound BH-ASO or North Sound BH-ASO'S officers and employees, agents or volunteers.

For the purposes of these indemnifications, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the Parties.

- I. Resolution of Disputes
 - 1. The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies, which may arise under this Agreement and therefore establish this dispute resolution procedure.
 - 2. All claims, disputes and other matters in question between the parties arising out of, or relating to this Agreement shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:

- a. The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.
- b. Within 10 working days of receipt of the written Notice of Dispute, the parties (or their designated representatives) shall meet, confer and attempt to resolve the claim within the next 5 working days.
- c. The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.
- d. Arbitration: If the claim is not resolved within 24 days of the initial notice, the parties shall proceed to arbitration as follows:
 - i. Demand for arbitration shall be made in writing to the other party. The parties shall select one person as arbitrator.
 - ii. If there is a delay of more than 10 days in the naming of the arbitrator, either party can ask the presiding judge of Skagit County to name the arbitrator.
 - iii. The professional fees and administrative costs of the arbitrator shall be paid 50/50 by the parties; the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.
 - iv. The parties agree that the arbitrators' decision shall be binding, final and enforceable subject to timely appeal to Skagit County Superior Court only as provided in Chapter 7.04A RCW.
 - v. Unless the parties agree in writing otherwise, the unresolved claims in each notice of dispute shall be considered at an arbitration session which shall occur in Skagit County no later than 60 days after the close of the meeting described in paragraph (b) above.
 - vi. The Provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.
 - vii. Nothing contained in this Agreement shall be deemed to give the arbitrator the power to change any of the terms and conditions of this Agreement in any way.
 - viii. The prevailing party in any action to compel arbitration or to enforce an arbitration award shall be awarded its costs, including attorney fees. Venue for any such action is exclusively Skagit County Superior Court.
 - ix. This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

- J. Records and Reports: Contractor shall maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. Contractor shall retain all books, records, documents and other material relevant to this Agreement for ten (10) years' after its expiration and all payment for the contract have been made. The later of the two (2) dates initiates the ten (10) year timeframe. All books, records, documents, reports and other data related to this contract shall be subject to inspection, review and/or audit by North Sound BH-ASO personnel or other parties authorized by North Sound BH-ASO, HCA, the Office of the State Auditor and authorized federal officials during regular business hours and upon demand.
- K. Survivability
The terms and conditions contained in this Contract that by their sense and context are intended to survive the expiration of this Contract shall so survive. Surviving terms include, but are not limited to: Order of Precedence, Financial Terms, Contract Performance/Enforcement, Confidentiality of Individual Information, Resolution of Disputes, Indemnification, Oversight Authority, Maintenance of Records and Ownership of Materials.

II. Compensation

- A. Consideration: Contractor shall be paid only if North Sound BH-ASO has a fully executed contract on file and in accordance with Exhibit A and B, attached hereto.
- B. Payment Procedures: Contractor shall submit an invoice by the close of business on the 10th day of the month after the month in which services were provided. Invoice shall document the work completed as outlined in the scope of work.
- C. Failure to submit an invoice by the 10th may delay payment for one (1) month.

Until notified otherwise, Contractor shall submit all requests for reimbursement to:

NORTH SOUND BH-ASO, LLC
ATTN: Fiscal
2021 E College Way, Ste. 101
Mount Vernon, WA 98273
fiscal@nsbhaso.org

- D. Reporting Requirements and Reconciling monthly payments: On a monthly basis Contractor shall submit a detailed invoice. Contractor will document service worked by date and type of service provided, if applicable, hours worked.
- E. Reimbursed Expenses: Contractor shall be reimbursed for services provided under this contract. Mileage usage documentation shall be attached to the monthly invoice when applicable. The reimbursement request shall be itemized on the monthly invoice.

III. Service Expectations

Contractor shall provide services as set forth in Exhibit A.

IV. Miscellaneous

- A. Assignments: Neither party may assign its rights or delegate its performance hereunder to any person or entity without the prior written consent of the other party.
- B. Entire Agreement: This Agreement constitutes the entire agreement with respect to the subject matter hereof and there are no other agreements, written or oral, relating to the subject matter hereof.
- C. Headings: Paragraphs headings are for convenience and reference only and shall have no effect upon the construction or interpretation of any party of this Agreement.
- D. Severability: If any provision of this Agreement is found by a court to be invalid, unenforceable, or contrary to applicable law, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, unenforceable, or contrary to applicable law, shall not be affected and shall continue in full force and effect.
- E. Notices: All notices pertaining to this Agreement shall be written and delivered, by certified US mail or by hand delivery to the addresses shown below. Notices shall be deemed served upon receipt, or five (5) days after postmark if mailed. Notices transmitted by facsimile and/or email, which are followed immediately by mailing, shall be deemed received on the date of the facsimile transmission and/or email verification.
- F. Venue: This Agreement shall be construed, both as to validity and performance and enforced, subject to Paragraph (I.G), in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Skagit County.
- G. Power to Execute: Both parties warrant they have the power and authorization to execute this Agreement and any other documents executed pursuant to this Agreement.

This contract will go into effect and shall be fully enforceable when signed by authorized representatives of all parties involved. This contract may be subject to ratification after it becomes effective. If this contract is submitted for ratification at the next scheduled meeting of the North Sound BH-ASO Board of Directors (“the Board”) and is not ratified by the Board, North Sound BH-ASO will terminate the contract either immediately or within a reasonable amount of time at North Sound BH-ASO’s discretion.

SCOPE OF WORK
Telecare Inc.

Contractor shall complete the following services: Telecare will purchase the equipment and furniture necessary to prepare the North Sound Evaluation and Treatment Center for guests when the facility is operational.

Deliverable/Phase	Professional Fees
• Norix (Bedroom & Dining Furniture)	\$113,010.03
• Bargreen (Kitchen Equipment)	\$31,397.73
• Western Contract (Office Furniture)	\$72,231.90
• Art	\$17,143.26
• Humane Restraint (Restraint Bed)	\$4,409.62
• Misc (Appliances, TV, Pillows, Trash Cans)	\$21,645.95
• 5% Pricing Contingency	\$12,991.92
• Maximum Amount	\$272,830.41

COSTS: Contractor shall bill according to the deliverables and Exhibit B, attached hereto.

Maximum consideration for this contract shall not exceed **\$300,000**

**North Sound Behavioral Health Administrative Services Organization
E&T Fixtures, Furniture and Equipment
Cost Reimbursement Budget
Telecare
January 1, 2022 to June 30, 2022**

Revenues

Intergovernmental Funds	\$	227,246
SABG Covid Funds	\$	72,754
Total	\$	<u>300,000</u>

Expenses

E&T Fixtures, Furniture and Equipment	\$	300,000
Total	\$	<u>300,000</u>