

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: (11/22/21)**

<b>AGENDA ITEM:</b>	
Compass Health Agreement for Mental Health Professionals	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Erik Scairpon	 10-20-21
<b>DEPARTMENT:</b>	
Police	
<b>ATTACHMENTS:</b>	
Agreement with Compass Health	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00104 840.549000	262500.00
<p><b>SUMMARY:</b> This is a renewal of the previous agreement with Compass Health. Previously we were approved for two Mental Health Professionals to work with MPD. This current agreement is for three Mental Health Professionals to work with MPD. These Mental Health Professionals ride along with the Marysville Police Officers. They also ride up to Arlington, Tulalip, and to Lake Stevens to address mental health related issues. These three Mental Health Professionals are working as a result of the WASPC Grant that we received to perform these services. For the year 2021, the WASPC Grant funds will pay the cost of the three Mental Health Professionals.</p>	

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor or sign and execute the Agreement with Compass Health to pay for the year long services of their three Mental Health Professionals.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the Agreement with Compass Health to pay for the year long services of their three Mental Health Professionals.</p>
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## AGREEMENT

This agreement is entered into by and between City of Marysville (hereinafter referred to as Marysville PD) and Compass Health, 4526 Federal Ave.; Everett, WA 98203 (hereinafter referred to as COMPASS).

MARYSVILLE PD AND COMPASS DO HEREBY MUTUALLY AGREE:

1. Purpose. The purpose of this agreement is to establish the terms under which COMPASS will employ a master's level Mental Health Professional as part of the Mobile Crisis Outreach Team (MCOT) to work alongside the City of Marysville Police Officers.
2. Term and Amendment. This term of this agreement shall be from July 1<sup>st</sup>, 2021 until June 30, 2022. It may be amended by mutual written agreement of both parties.
3. Termination. This agreement shall terminate automatically on the occurrence of any of the following events:
  - a. Either party provides sixty (60) calendar days written notice of termination to the other;
  - b. Bankruptcy or insolvency of either party;
  - c. Sale of the business of either party;
  - d. Agreement may be terminated for cause by MARYSVILLE PD for non-performance by COMPASS, and by COMPASS for non-payment by MARYSVILLE PD. Written notice of for cause termination is required for non-performance or non-payment and both parties shall be allowed ten (10) days after notice to correct non-performance or non-payment of the agreement.
4. Scope of Services
  - a. Services. COMPASS shall employ Mental Health Professionals (MHP) from the Mobile Crisis Outreach Team (MCOT) who will provide crisis services and education for the patrol officers in the Marysville PD as agreed by MARYSVILLE PD with an approved job grade and job description.
  - b. Attachment. COMPASS shall employ the MCOT MHP's as listed in Attachment A. A job description is outlined in Attachment A.
5. Relationship of Parties. It is the intention of the parties that COMPASS shall hire and pay for the full compensation package for the MCOT MHP's and COMPASS shall provide Job Descriptions as approved by MARYSVILLE PD. Nothing contained in this MOU will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between City of Marysville Police Department and Compass Health, or between the Police Department and the Compass Health's employees, agents, or independent contractors. Compass Health and its employees, agents, or independent contractors do not have authority to act as agent for, or on behalf of, the Police, to represent the Police, or to bind the Police in any manner. All of Compass Health's personnel will be employees, agents, or independent contractors of Compass Health. Compass Health will be solely responsible for the activities of its employees, agents, independent contractors, and volunteers, and their employees or agents acting in the course of their employment. City of Marysville Police Department will have no duty or responsibility to withhold income tax or social security tax, or pay workers' compensation insurance premiums, unemployment compensation, or any fringe benefit incident to employer-employee relations between Compass Health and any of its personnel.
6. Compensation and Method of Payment.

MARYSVILLE PD agrees to reimburse COMPASS on a monthly flat rate basis for 12 months. The rate billed July through June 30, 2022 will be \$14,500.00 per month until a 3<sup>rd</sup> MHP is hired, at which time it will increase to \$21,875.00 per month for a contract maximum of up to \$262,500.00. COMPASS will submit an invoice by the fifteenth of the month following the month services were performed. MARYSVILLE PD agrees to pay the invoiced amount per the accounts payable cut-off timelines as indicated in the attached.



- 7. Indemnification. MARYSVILLE PD agrees to hold harmless, indemnify and defend COMPASS, its agents, officers, representatives, employees, board of directors, administrators, successors and assigns from all claims arising from negligence or fault of MARYSVILLE PD or any of MARYSVILLE PD's agents, family members, officers, volunteers, organizational members or associates which arise from the provisions under this agreement. COMPASS agrees to hold harmless, indemnify and defend MARYSVILLE PD from any and all claims arising from COMPASS' negligence or fault, directly or indirectly, and from any act or failure of COMPASS, its agents, officers, representatives, employees, board of directors, administrators, successors and assigns to fulfill the requirements under this agreement.
- 8. Insurance. Both parties will maintain appropriate insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 9. Legality. Should any of the provisions in this agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid part, term or provision shall be deemed not to be a part of the agreement. The failure of either party to this agreement to insist upon the performance of any other terms and conditions of this agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiving had occurred.
- 10. Confidentiality. COMPASS agrees to maintain the confidentiality of all MARYSVILLE PD records to which it has access in the course of providing services described in this agreement. The parties acknowledge and agree that records created or used in the performance of this Agreement may be subject to the public records act, chapter 42.56 RCW. COMPASS agrees to cooperate with MARYSVILLE PD to respond to any public records request received by MARYSVILLE PD related to the performance of this Agreement.
- 11. Contact Person. MARYSVILLE PD and COMPASS each agree to provide in writing the name, address and telephone number of a person to act as agent and responsible party pertaining to the implementation of this agreement.
- 12. No Third Party Beneficiaries. MARYSVILLE PD and COMPASS are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.
- 13. Venue. This Agreement will be interpreted under the law of the State of Washington and venue will be in Snohomish County.
- 14. Entire Agreement. This agreement shall constitute the entire agreement between the parties. No other oral agreement, understanding, or writing shall constitute part of this contract, except as provided for in Section 2 above regarding written amendments.

IN WITNESS WHEREOF, the parties have entered into this agreement.

COMPASS HEALTH

CITY OF MARYSVILLE POLICE DEPARTMENT

Signature: \_\_\_\_\_  
Tom Sebastian, President/CEO

Signature: \_\_\_\_\_  
Jon Nehring, Mayor

Compass Health

City of Marysville

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form  
  
Jon Walker, City Attorney



## **ATTACHMENT A**

**Mental Health Professional:** Master's level clinicians who will provide crisis response services and training for the Marysville Police Department. Clinicians will interact directly with individuals in pre-crisis or crisis situations in order to aid in resolving issue in the least restrictive manner possible. The costs associated with this position will include, but are not limited to, wages, benefits, taxes, supervision and other expenses such as mileage and training. This position will receive benefits according to the Compass Health Employee Benefit Policy.

Law Enforcement throughout the North Sound Region regularly encounter respondents suffering from mental illness/substance use disorders, (behavioral health) and in acute states of behavioral health crisis. In an ongoing effort to coordinate crisis behavioral health response between Compass Health's Mobile Crisis Outreach Team, (MCOT) and local law enforcement entities to decrease response times of MCOT on-duty mental health professionals (MHPs) in cases of law enforcement generated referrals and provide more robust crisis Behavioral Healthcare within our communities, Compass health proposes utilizing existing MCOT staff to serve in an imbedded capacity with the City of Marysville Police Department at a frequency and schedule to be determined by mutual agreement between Compass Health and the City of Marysville Policy Department.

### **City of Marysville Police Department agrees to**

- Provide in-the-moment behavioral health crisis referrals to the Snohomish County MCOT Team.
- Provide logistical support for the on-duty MCOT MHP to include transportation in City of Marysville Police Department vehicles and stand-by for safety during crisis intervention.
- Engage in leadership level problem solving and program development in partnership with Compass Health.

### **Compass Health agrees to:**

- Establish and maintain a telephone line for direct contact between the City of Marysville Police Department and Compass Health MCOT team.
- Provide embedded Mental Health Professionals for on-duty collaboration with City of Marysville Police Officers.
- Engage in Leadership level problem solving and program development in partnership with Compass Health.

### **Program Services**

Any change in program needs will be worked out mutually between City of Marysville Police Department and Compass Health. Services may not be available if the Compass Health staff person assigned is taking benefit time (i.e. sick or vacation). In cases when an imbedded MCOT team member is unavailable, the MCOT team agrees to ensure that the City of Marysville Police Department's direct line will be answered by other on-duty MCOT personnel. If service availability becomes problematic, then this issue will be worked out between the Compass Health Director and City of Marysville Police Department.