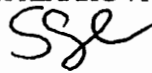


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3-28-22

AGENDA ITEM:	
PSA between City of Marysville and City of Everett for work completed by Bridgeways	
PREPARED BY: Suzanne Elsner	DIRECTOR APPROVAL: 
DEPARTMENT: Court	
ATTACHMENTS:	
PSA	
BUDGET CODE:	AMOUNT:
SUMMARY:	

This agreement is for the work to be completed by Bridgeways on behalf of the City of Marysville and the City of Everett for the Therapeutic Court established after receiving a grant from the Administrative Office for the Courts. The City of Everett will be the grant administrators.

RECOMMENDED MOTION: Authorize the Mayor to sign the Professional Services Agreement.



PROFESSIONAL SERVICES AGREEMENT



THIS AGREEMENT made and entered into as of this a day of March, 2022, by and among the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington (“Everett”), the **CITY OF MARYSVILLE**, a municipal corporation under the laws of the State of Washington (“Marysville”) and Bridgeways, a Washington nonprofit corporation, whose address is 5801 – 23rd Drive West, #104, Everett, WA 98203 (the “Service Provider”). Everett and Marysville are collectively referred to in this Agreement as the “Cities.”

WHEREAS, the Cities jointly applied to the Washington State Administrative Office of the Courts (“AOC”) for a grant to fund community-based therapeutic interventions for individuals before the Everett, Marysville, and Lake Stevens Municipal Courts (the Marysville Municipal Court is contracted as the Lake Stevens Municipal Court) with substance abuse disorders or other behavioral health needs; and

WHEREAS, AOC awarded the grant, Grant Agreement GRT22440 (the “Grant”), with Everett as the Administrator of the grant; and

WHEREAS, the Cities desire to engage the Service Provider to carry out Grant activities for the Cities; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The Cities hereby agree to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the Cities, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the Cities and Service Provider. Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the Cities for all purposes, whether the project for which they are made is executed or not, and may be used by the Cities for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the Cities, belong to the Cities. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service

Provider for its performance of this Agreement.

2. **Everett as Administrator.** Everett and Marysville are the recipients of the Grant. Everett is the administrator of this Agreement and will be solely handling all Grant funds. Notwithstanding anything to the contrary in this Agreement, (A) Service Provider will look solely to Everett for payment under this Agreement and (B) any consent, approval, notice or other action under this Agreement may be given or received by Everett on behalf of the Cities.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by 06/30/2023.

4. **Compensation.**

A. The Cities shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the Cities in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the Cities. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized Cities representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of Cities. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the Cities, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the Cities. If authorized, the Cities may (at their sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Three Hundred Seven Thousand, Eight Hundred Seventeen Dollars (\$307,817.00).

E. If Service Provider fails or refuses to correct its work when so directed by the Cities, the Cities may withhold from any payment otherwise due an amount that the Cities in good faith believes is equal to the cost to the Cities of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the Cities justifying the request for payment; (b) submit a report of

Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the Cities, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: Sharon Whittaker
3028 Wetmore Avenue
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the Cities, and if found to be unacceptable, Service Provider shall correct and deliver to the Cities any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the Cities' determinations concerning acceptability of Work.

7. **Termination of Contract.** The Cities reserve the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The Cities do not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, the Cities may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The Cities may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized Cities representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the Cities.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify and save harmless the Cities from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the Cities pursuant to this Section 10 whether a Claim is asserted directly against the Cities, or whether it is asserted indirectly against the Cities, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the Cities. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the Cities. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the Cities, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the Cities, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "Cities" includes Everett, Marysville, their officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the Cities to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the Cities.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the Cities authorize sublet work, the Service Provider shall require each subcontractor to provide

Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If all parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the Cities and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the Cities. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the Cities, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the Cities with a Certificate of Insurance acceptable to the Everett City Attorney and the Marysville City Attorney evidencing the required insurance. Service Provider shall provide the Cities with either (1) a true copy of an endorsement naming the City of Everett, the City of Marysville, and their officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the Cities of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the Cities with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the Cities may, at their option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the Cities may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the Cities for such cost.

12. **Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the Cities from and against any claims, valid or otherwise, made against the Cities because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the Cities under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the Cities, or will not be performed at any place of business of the Cities, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other

state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the Cities. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the Cities free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. **Employment/Conflict of Interest.** The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Cities shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the Cities.

14. **Audits and Inspections.** At any time during normal business hours and as often as the Cities may deem necessary, the Service Provider shall make available to the Cities for the Cities' examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the Cities to audit,

examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **Business License.** Service Provider agrees to obtain a City of Everett business license and a City of Marysville business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the Cities are subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the Cities are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the Cities or Service Provider. Service Provider shall cooperate with the Cities so that the Cities may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the Cities, Service Provider shall deliver to the Cities copies of all records relating to this Agreement or relating to the Work that the Cities determine qualify as the Cities' public records under the Act. If the Cities receive a public records request relating to this Agreement or relating to the Work, the Cities shall seek to provide notice to Service Provider at least ten (10) days before the Cities release records pursuant to such public records request, but in no event will the Cities have any liability to Service Provider for any failure of the Cities to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the Cities from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of the Grant. Service Provider acknowledges receipt of a copy of the Grant.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

21. **Waiver**. Any waiver by the Service Provider or the Cities or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement**. This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement**. This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the Cities and the Service Provider.

24. **Severability**. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices**.

A. Notices to the Cities shall be sent to the following addresses:

City of Everett
Attn.: Sharon Whittaker
3028 Wetmore Avenue
Everett, WA 98201

City of Marysville
Attn: Suzanne Elsner
1015 State Avenue
Marysville, WA 98270

B. Notices to the Service Provider shall be sent to the following address:

Bridgeways
Attn: Andrea Duffield
5801 – 23rd Drive W. #104
Everett, WA 98203

26. **Venue**. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law**. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

28. **City Marks**. The Service Provider will not use any trade name, trademark, service mark, or logo of the Cities (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the Cities' express prior written consent.

29. **No Personal Liability**. No officer, agent or employee of the Cities shall be personally

responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

30. **Signature/Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Execution and delivery of this Agreement by the parties shall be legally valid and effective through any combination of: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or similar e-signature method.

31. **No Third-Party Beneficiary.** The Cities and Service Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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.

IN WITNESS WHEREOF, the Cities and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Cassie Franklin, Mayor

Date

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney

Date

**CITY OF MARYSVILLE,
WASHINGTON**

Jon Nehring, Mayor

Date

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney

Date

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

<p>Corporation</p> <p>_____</p> <p>[Service Provider's Complete Legal Name]</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>Partnership (general)</p> <p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington general partnership</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>General Partner</p> <p>Date: _____</p>
<p>Partnership (limited)</p> <p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington limited partnership</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>General Partner</p> <p>Date: _____</p>
<p>Sole Proprietorship</p> <p>_____</p> <p>Typed/Printed Name:</p> <p>_____</p> <p>Sole Proprietor:</p> <p>Date: _____</p>
<p>Limited Liability Company</p> <p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington limited liability company</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>Managing Member</p> <p>Date: _____</p>

EXHIBIT A
SCOPE OF WORK

General

Service Provider agrees that the purpose of all Work done in furtherance of this Professional Services Agreement is to identify individuals before the Everett Municipal Court and Marysville Municipal Court with substance use disorders or other behavioral health needs and engage those individuals with rapid assessment tools and community-based therapeutic interventions.

Program Startup – SUD Professional Hire – Other

- Pay for recruiting costs and hire a substance use disorder professional (“SUDP”) who is licensed, understands substance use disorder (SUD), and understands the complex challenges that people living with substance use disorder may contend with across various life domains.
 - This individual will either already know, or will quickly develop knowledge of, service providers throughout the area and how to facilitate engagement with their programs.
 - This individual will have primary responsibility for conducting SUD assessments for justice-involved individuals

- Utilize time of one or more Bridgeways new hire(s) for program setup

Program Participation – SUD Professional – Mental Health Counseling & Supervision - Costs

- The SUDP will be a key part of the Program. They will:
 - Provide access to appropriate assessments for SUD to defendants at the Everett Municipal Court and the Marysville Municipal Court in a timely manner. Timing will be decided upon by the Cities and Bridgeways and is likely to be the date of arraignment or as soon thereafter as possible.
 - Document assessment results, which will be based on the American Society of Addiction Medicine placement criteria.
 - Following the assessment, if enrollment into a drug treatment program is recommended, determine the proper course of care (service plan) in light of the assessment result and include within the assessment report a recommendation for how the defendant can get into the recommended treatment in the shortest amount of time possible.
 - Serve as the liaison to the Everett and Marysville SUD Court Program.
- An existing Bridgeways employee’s time will be increased and/or duties will be transitioned among existing and new hires to serve as a Supervisor and Clinical Mental Health Counselor (CMHC). In addition to providing oversight of the SUD Court Program and ensuring compliance to program guidelines and best practices, they will:
 - Provide short-term counseling services as needed, consistently with the service plan
 - Assist participants in finding long-term counseling support, services, and referrals
 - In accordance with established program guidelines, pay for/reimburse client expenses that are necessary for long-term support and services, including bus cards or other transportation costs, clothing, basic needs, utility and/or phone assistance, and routine

drug testing

- Supervise the SUDP and fill in as necessary
- Bridgeways will also pay support personnel (Clinical Supervisor and Clinical Assistant) costs.
 - The Clinical Supervisor is responsible for the oversight of the program. They meet with the team members regularly to problem solve any clinical issues, provide backup as needed, assist with treatment planning, and ensure that the quality of the program and plans are maintained.
 - The Clinical Assistant is responsible for assisting with any authorizations for services and follow-up billing. They can also support the clinical staff in getting the incentive rewards, ordering items/supplies needed by clinicians, coordinating schedules if needed, etc. This allows clinicians to maintain a greater amount of time with direct higher-skilled tasks related to client care.
- Cover Non-Salary Costs for Employees assigned to the Program
 - Mileage reimbursement
 - Cell phone service
 - Computer software
 - Clinical licensure and continuing education
 - Computer hardware

Additional Services to Participants – Peer Advocacy – Other Client Support Services

- Increase an existing Bridgeways employee's time to serve as a Peer Advocate, who will provide Peer Support Services, work with participants and advocate for participants.
 - Peer advocates are people who have gone through SUD treatment and are available to share their own stories, support participants to develop hope and improve their lives, and share tools, skills and information with drug treatment court participants.
 - Peer advocates should be sensitive to needs and concerns of those communities of color who have traditionally been underserved by the justice system.
 - A peer advocate shall not bear the responsibility of monitoring compliance or reporting non-compliance to the Courts or Judges.
- Provide other client support services as necessary and appropriate. This might include helping coordinate with participants and possibly their families to identify services and activities that promote recovery and lead to increased meaning and purpose.
- Utilize case management services, one-to-one sessions, and peer groups to manage case to successful outcomes, including sustainable stability and community responsibility; develop goals, promote personal responsibility for recovery.

Reporting

- Service Provider shall assist the Everett Municipal Court and Marysville Municipal Court with record-keeping and data reports, as requested by the State Administrative Office of the Courts

and in accordance with scheduled due dates

- Reporting due dates are April 30, 2022, September 30, 2022, February 28, 2023, and July 15, 2023.

EXHIBIT B
COMPENSATION

ALTERNATE A [STAFFING RATE UP TO A MAXIMUM AMOUNT]

The Cities shall pay the Service Provider a sum equal to the amount of hours actually worked for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate	Maximum
1.0 FTE	SUD Professional Work	\$10,876/month	\$163,140
0.5 FTE	Peer Advocacy Services	\$3,078/month	\$46,170
0.25 FTE	Supervisor & Clinical Mental Health Counselor	\$3,078/month	\$46,170
0.20 FTE	Support Personnel – Clinical Supervisor & Clinical Assistant	\$1,540/month	\$23,100
	Program Setup		\$12,313
			\$290,893

ALTERNATE B [LUMP SUM]

The Cities shall pay Service Provider _____ dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

ALTERNATE C [PROGRESS PAYMENTS]

The Cities shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Client Support Expenses	\$250/month	\$3,750
Mileage	\$150/month	\$2,250
Cell Phones		\$1,524
Computer Software		\$6,000
Clinical Licensure		\$500
Continuing Education		\$500
Computer Hardware		\$2,400
Total		\$16,924

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? Yes No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: _____

Signature: _____

Printed Name: _____

Title: _____