



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Evergreen Recovery Centers
	11627 Airport Road, Suite B
	Everett, WA 98204
	pevans@evergreenrc.org
City Project Manager	Kelli Roark
	City of Everett – Community Development
	2930 Wetmore Avenue, Suite 8
	Everett, WA 98201
Brief Summary of Scope of Work	kroark@everettwa.gov
	Competency Diversion Services
Completion Date	September 30, 2025
Extension Provision	Unless the funding source grants a no-cost extension, at which time the contract may be extended not to exceed a maximum period of five years

BASIC PROVISIONS	
Maximum Compensation Amount	\$447,724.00
Exhibits	<p>Exhibit A: Exhibit A: Form 4.02 Price Sheet</p> <p>Exhibit B: Exhibit B: Proposal Response dated 12/13/24</p> <p>Exhibit C: Addendum #1, Addendum #2, RFP #2024-157 Competency Diversion Services</p> <p>Exhibit D: N/A</p>
Service Provider Insurance Contact Information	Scott Figueroa
	360-603-4644
	scott.figueroa@hubinternational.com
Additional Provision(s)	This Agreement includes the SAMSHA clauses attached to the General Provisions.

<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: No</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
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END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

EVERGREEN RECOVERY CENTERS



Cassie Franklin, Mayor

Signature: Patrick Evans

Name of Signer: Patrick C. Evans

Signer's Email Address: pevans@evergreenrc.org

Title of Signer: Chief Executive Officer

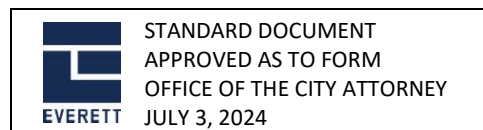
03/12/2025

Date

ATTEST



Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.101524)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the exhibit(s) to this Agreement. The work so described is hereafter referred to as “Work”.
 - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
 - B. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the “Additional Provision(s)” portion of the Basic Provisions.
 - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as “it is desired that Supplier will,” “it is preferred that Supplier will” or similar language) is deemed to be mandatory, unless otherwise provided in the “Additional Provision(s)” portion of the Basic Provisions.
 - D. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, 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.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date

stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.

4. **Compensation.**

- A. The City shall pay 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. Service Provider shall be paid such amounts and in such manner as described in the exhibit(s) to this Agreement.
- C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to 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 City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City 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 City, 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 the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.

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

7. **Termination of Contract.** City reserves 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"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, 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, 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. The City does not by this Section 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, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due 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 City may, from time to time, unilaterally change the scope of the services of 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 City 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 City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City 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. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. 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) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. 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: (1) "City" includes the City, the City's 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 and save harmless the City to the

extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive 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 policies of insurance as set forth in this Section 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 City.
 - 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 City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 - 2. Commercial General Liability (CGL) 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 \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its 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. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers 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 City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's

obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is “waived” or “overridden” is a waiver of Service Provider’s obligations to fulfill the requirements of this Section.

- F. If the 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.
 - G. 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 City with evidence of Workers’ Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
 - H. In case of the breach of any provision of this Section, the City may, at its 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 Service Provider, and with such insurers, as the City 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 City for such cost.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider’s own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider’s materials, tools, or other articles used or held for use in connection with the work.
13. **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. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City 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 City, or will not be performed at any place of business of the City, 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 Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. 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 such 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 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 City free, clear and harmless from all actions, claims, demands and expenses arising out of such 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 Service Provider and as to all duties, activities and requirements by 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.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 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 City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. 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 City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement

and, furthermore, Service Provider will permit the City 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.

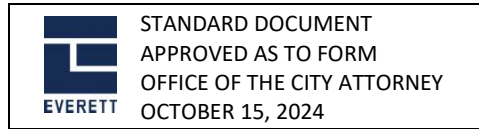
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department 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.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** 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. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Procurement, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City 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.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **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.

22. **Waiver.** Any waiver by Service Provider or the City 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.
23. **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. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **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.
26. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **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.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City 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.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto 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. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto of either party will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of

whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.101524)**



Attachment to General Provisions
CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) (ALN #93.493)**

SPECIAL TERMS AND CONDITIONS UNDER THE CONSOLIDATED APPROPRIATION ACT, 2024 [P.L. 118-47]
AND FY2024 CONGRESSIONAL DIRECTIVE SPENDING (FG-24-099)

“EVERETT ALTERNATIVE RESPONSE TEAM”
AWARD NUMBER: 1H79FG001343-01

USE OF SAMHSA FUNDS: SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

Contractors who benefit from the use of SAMHSA funds allocated from the City of Everett under Award 1H79FG001343-01 shall comply with the following terms and conditions.

I. Standard Terms and Conditions

- a. This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:
 - i. The grant program legislation and program regulation cited in the Notice of Award dated September 10, 2024;
 - ii. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award;
 - iii. [2 CFR 200](#), as applicable;
 - iv. [45 CFR Part 75](#) as applicable;
 - v. [The HHS Grants Policy Statement](https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf) (https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf);
 - vi. [Fiscal Year 2024 Award Standard Terms](https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf) (https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf).

II. Special Terms and Conditions

- a. Standards for Financial Management
 - i. Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. Commingling funds typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

- b. Treatment of Program Income
 - i. Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.
 - ii. In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.
- c. Budget and Expenditure of Funds
 - i. Recipients are expected to plan their work to ensure that funds are expended within the contracted budget period. If activities proposed in the approved budget cannot be completed within the current budget period, the City of Everett cannot guarantee the approval of any request for carryover of remaining unobligated funding.
 - ii. Prior approval is required for but is not limited to: a change in key personnel and level of effort, a budget revision, and a change in scope.
- d. Allowable, allocable, reasonable, and necessary costs
 - i. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
 - ii. Subrecipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations.
- e. Non-supplant
 - i. Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in nonfederal resources occurred for reasons other than the receipt of expected receipt of federal funds.

f. Unallowable Costs

i. Client Assistance

1. Client Assistance costs are not guaranteed as a use of funds and should receive written approval from the City of Everett before submittal for reimbursement. If found to be eligible, client assistance be considered as a temporary solution to address a specific need that advances mental and substance use disorder prevention, treatment, and recovery services.

ii. Meals (food not allowable) are generally unallowable unless specifically stated as an allowable expense in the NOFO.

iii. Entertainment (45 CFR 75.438)

1. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with SAMHSA's prior written approval.

iv. Promotional Materials (45 CFR 75.421(e)(3))

1. Appropriated funds shall not be used to pay for promotional items and memorabilia including, but not limited to, gifts, souvenirs, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

v. Stipends or payments made to individuals are generally unallowable unless they are permitted by a program's statute authorizing or implementing regulations or they are payments made to individuals under a Traineeship, Fellowship, and Similar Award Made to Organizations on Behalf of Individuals.

g. Consistent Treatment of Costs

- i. Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, Audit Requirements.

h. Indirect Charges

- i. Indirect costs or General, Facilities, and Administration costs are those expenses incurred for common or joint objectives which cannot be readily identified with an

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

individual project or program but are necessary for the operations of the organization. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Subrecipients must submit Indirect Costs in compliance with 2 CFR 200 under either the Modified Total Direct Cost (MTDC) method or by providing a NICRA for City review and approval.

- i. Award Payments
 - i. Payments under this award will be made on a reimbursement basis.
- j. Flow down of requirements to sub-recipients
 - i. The City of Everett, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 75.352, Subrecipient and contractor determinations.
- k. A subrecipient's failure to comply with the terms and conditions of this award, may cause the City of Everett or SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. The City of Everett and SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.
- l. Risk Assessment
 - i. The City of Everett and the Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to be reimbursed for funds used until the concerns are addressed.

III. Closeout Requirements

- a. Subrecipients must complete all actions required for closeout to include:
 - i. Liquidate all obligations incurred under the award. All payment requests must be submitted within 30 days of the post-award reconciliation/liquidation period.
 - ii. Reconcile financial expenditures to the reported total disbursements and charges in the City's PMS Account.
 - iii. Return any funds due to PMS as a result of refunds, corrections, or audits.
- b. Subrecipients must close the award in accordance with 2 CFR 200.344
 - i. Closeout and the terms and conditions listed in the Notice of Award.
 - ii. Recipients must liquidate all obligations incurred under an award no later than thirty (30) days after the end of award obligation and project period. Late withdrawal requests occurring after the aforementioned 30-day post award reconciliation/liquidation will be denied.
- c. Reporting
 - i. Final reports are due to the City of Everett no later than thirty (30) days after the end of the project period. Final reports include:
 - 1. Final Financial Report;
 - 2. Final Progress Report or other reports required by the terms and conditions of the award.

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

3. If applicable, a Tangible Personal Property Report (TPPR SF-428, SF-428B & if needed additional forms from SF-428 series) to account for any property acquired with federal funds or indicate on the form that you have no property to report.
- ii. Failure to complete the closeout actions in 30 days after the project period end may result in a unilateral closeout of the grant by the City of Everett and/or SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to the City of Everett and/or SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 and 2 CFR 200.339, the City of Everett and/or SAMHSA will report the recipients material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system.

IV. Compliance with Award Terms and Conditions

- a. FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.
- b. All previous terms and conditions remain in effect until specifically approved and removed by the City of Everett and the SAMHSA Grants Management Officer.

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2024- 157 COMPETENCY DIVERSION SERVICES

Supplier Name:

Proposed compensation includes providing competency diversion services as detailed in the Scope of Work and should include direct overhead, administrative expenses, labor, benefits, potential contingencies, as well as unforeseen costs and incidentals, etc. Total compensation will be based on the following:

Description	Monthly Fee	Estimated Contracted Months March to September unless the contract is extended by amendment	Contract Term Total Cost
Monthly Compensation The monthly compensation amount remains constant for any contract amendment.	\$ 63,960.5	x 7	\$ 447,724

***Direct Client Expenses – are not eligible under SAMHSA**

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2024-157 COMPETENCY DIVERSION SERVICES


Company Name: <u>Evergreen Recovery Centers</u>		
Company Address: <u>11627 Airport Rd., Suite B</u>		
City: <u>Everett</u>	State: <u>WA</u>	ZIP: <u>98204</u>
Tax ID #: <u>91-0897867</u>	UBI #: <u>601-140-525</u>	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. <u>Non-profit organization, 501(c)(3)</u>		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website: <u>Evergreenrc.org</u>	City of Everett Business License # <u>601140525</u>	
Supplier Contact Name (if different from Authorizing Official): <u>Patrick Evans</u>	Supplier Contact Title: <u>CEO</u>	
Supplier Contact Email: <u>p.evans@evergreenrc.org</u>	Supplier Contact Direct Phone: <u>425-258-2485</u>	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name: <u>Patrick C. Evans</u>	Authorizing Official Title: <u>CEO</u>
Authorizing Official Email: <u>p.evans@evergreenrc.org</u>	Authorizing Official Phone: <u>425-258-2485</u>
Authorizing Official Signature and Date:  <u>12/13/24</u>	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2024- 157 COMPETENCY DIVERSION SERVICES

Supplier Name:

Proposed compensation includes providing competency diversion services as detailed in the Scope of Work and should include direct overhead, administrative expenses, labor, benefits, potential contingencies, as well as unforeseen costs and incidentals, etc. Total compensation will be based on the following:

Description	Monthly Fee	Estimated Contracted Months March to September unless the contract is extended by amendment	Contract Term Total Cost
Monthly Compensation The monthly compensation amount remains constant for any contract amendment.	\$ 63,960.5	x 7	\$ 447,724

***Direct Client Expenses – are not eligible under SAMHSA**

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this "Questionnaire" providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

A. Briefly describe your organization. Include how long the organization has been in business.

Evergreen Recovery Centers has been in operation for over 50 years, serving Snohomish County as well as Skagit, Island, Pierce and King counties

B. Describe the qualifications of your organization, its business experience, and achievements.

Evergreen Recovery Centers provides a full spectrum of substance use disorder and mental health services, from harm reduction to residential

C. Describe the organization's experience providing similar services to those described, the length and type of experience when working with the unhoused populations, the programs and services it provides, experience with similar services, and experience working with local homeless services agencies.

We have our PCAP, LEAD and HOST outreach programs established in the community. PCAP has been in operation for over a decade, LEAD for four and a half years and HOST for two and a half years. We are currently partners with other local service providers

D. Describe your experience with federal grant funding. Include whether you have received federal grant awards before and your firm's experience with 2.CFR 200 compliances.

LEAD is connected to federal funding and these awards have supported a variety of programs.

Each grant was managed with a focus on compliance, transparency, and measurable outcomes, ensuring both programmatic and fiscal accountability.

We pride ourselves on maintaining the highest standards of integrity and effectiveness in managing federal grant funding and are confident in our ability to meet and exceed compliance expectations for any future awards.

Our organization is well-versed in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards outlined in 2 CFR 200.

E. Has your firm conducted a single audit?

Yes

F. Provide qualifications and experience of the proposed staff providing service under this contract. Include any training, certifications, or expertise of all staff working within this contract.

We would include a Psych ARNP as well as an MHP and case managers and peer support. We believe in a diversity of certifications for appropriate wrap-around

2. Technical Capability, Approach, and Capacity

A. Describe how the organization will deliver the services requested in the Scope of Work. Include your organization's availability.

ERC would be able to provide intensive case management, including peer, outreach, medical and psych services etc. We will provide safety, diversity and other training to the staff, including de-escalation.

B. Provide a timeline plan for this project and include any City of Everett staff time requirements.

Up and running by February, or sooner if needed

C. Describe the staffing and administration of the proposed program.

Psych ARNP

MHP

Two case managers

Peer support

D. Provide a sample report showing the key data points and tracking measures listed in Section 2.9.

(See attachment 'A' for data from Julota, our EHR). We will be able to track additional data as well.

E. Describe your approach to community outreach and how you will assist the City of Everett in marketing the program.

We employ harm reduction techniques, and empathic support. In our HOST program we have also been able to provide mental health and substance use and medical stability

F. Describe how your organization would respond to and manage any increased demand for services and subsequent increase in cases that would necessitate additional staff hours or the addition of staff.

We have the availability and capacity at our Airport Rd location to take on this need

G. State whether a change in contract rates would be required should the program be expanded and at what level of expansion any rate increase would take effect.

Yes, with expansion we would like to add more case management

H. Address how the supplier will ensure quality throughout the contract period by providing the following information:

- Non-discrimination and equity statement(s).

ERC Values: "We will support the culture, values, and language of each individual, being responsible to all individuals, regardless of race, ethnicity, religion, sexual orientation, gender.... We are committed to promoting a healthy workplace reflecting these values.."

- Employee recruitment and screening methods.

We currently hire for our HOST program through the Indeed platform, but we also partner with some of the local universities through Handshake

- Background checks process, including content requested, source, and method of obtaining.

We currently use the Washington State Patrol background checks for potential employees

- Supervision and monitoring cases managers' procedures.

The Director of Outreach Services is a Mental Health Professional as well as a Substance Use disorder Professional. We have also hired an MSW specifically for masters supervision

- Safety and emergency policies and procedures.

We have created a safety handbook for our outreach services and have regular trainings, as well as CARF certified standards for safety

I. How will your agency meet or exceed our needs as described in the Scope of Work?

We have successfully implemented our HOST and LEAD programs as templates for adding this program. We can provide the services described as an adjunct to what we already provide.

J. Describe your process to ensure Washington State and Federal laws and regulations compliance.

CARF accredited

K. Describe any data management and tracking software you use and how you will provide monthly reports using this software.

Julota

3. Communication, Customer Services, and Training

A. Describe how your agency will keep the City of Everett timely informed of any issues related to delivering the services described in this RFP.

We currently stay in touch with the City of Everett regarding our current outreach efforts

B. Describe your company's approach to customer service and returning calls and e-mails. Describe your approach to achieving Customer Satisfaction.

Customer service is our number one priority, and distribute satisfaction surveys regularly

C. Describe the ongoing training of your staff to ensure daily working knowledge applicable to this contract.

Currently we provide ongoing training and reimbursements for renewals of certifications. We train in the approach and care of clients with COD issues and in best practices of care

4. Risk, Performance, and Quality Assurance

A. Submit no more than three (3) completed relevant project experiences within the past ten years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference:

a. Organization name and full address:

Evergreen Recovery Centers-HOST

b. Point of contact name, title, e-mail address, and phone number.

John Mack BA MHP SUDPT, Director of Outreach Services,
Jmack@evergreenrc.org, 425-678-1392

c. Contract title, number, start, and completion dates.

Homeless Outreach Stabilization and Transition-July 2022

d. Contract description and details.

Yearly grant contract with monthly HCA Opioid Response Grant reimbursement

a. Organization name and full address:

Evergreen Recovery Centers-HOST SKIL

b. Point of contact name, title, e-mail address, and phone number.

John Mack BA MHP SUDPT, Director of Outreach Services,
Jmack@evergreenrc.org, 425-678-1392

c. Contract title, number, start, and completion dates.

Homeless Outreach Stabilization and Transition in Skagit and Island counties-July 2024

d. Contract description and details.

Yearly grant contract with monthly NS-BH-ASO grant reimbursement

a. Organization name and full address:

Evergreen Recovery Centers-LEAD

b. Point of contact name, title, e-mail address, and phone number.

John Mack BA MHP SUDPT, Director of Outreach Services,
Jmack@evergreenrc.org, 425-678-1392

c. Contract title, number, start, and completion dates.

Law Enforcement Assisted Diversion-July 2020

d. Contract description and details.

Contracted case management services from the PDA and prosecuting attorney's office

B. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe

No

Attachment 'A'-Sample report as answer to 2-D:

Patients Overview

Total Patients Served 104

Patients Referred

Referred Once91 (100.0%) Referred Once91 (100.0%) Referred Multiple Times0 (0.0%) Referred Multiple Times0 (0.0%)

Referral Status

Submitted0 (0.0%) Submitted0 (0.0%) Received91 (98.9%) Received91 (98.9%)Rejected1 (1.1%)Rejected1 (1.1%)
Patients by Flag

1 (0.9%)1 (0.9%)2 (1.8%)2 (1.8%)9 (8.0%)9 (8.0%)6 (5.3%)6 (5.3%)
Referred Patients Prior 12 mos ED Visits

92 (100.0%)92 (100.0%)01-23-56-910+
Referred Patients Prior 12 mos 911 Calls

92 (100.0%)92 (100.0%)01-23-56-910+
Service Types
117 (100.0%)117 (100.0%) HOST
Patients with Multiple Services 19
Service Result

Other 16 (15.4%) Other16 (15.4%) Patient Requests To Be Discharged 0 (0.0%) Patient Requests To Be Discharged 0 (0.0%) Resources Exhausted 2 (1.9%) Resources Exhausted 2 (1.9%) Unable To Contact 51 (49.0%) Unable To Contact 51 (49.0%) Successful 21 (20.2%) Successful 21 (20.2%) Deceased 2 (1.9%) Deceased 2 (1.9%) Patient Moved Or Is Located Outside Of Service Area 8 (7.7%) Patient Moved Or Is Located Outside Of Service Area 8 (7.7%) Patient Non-Compliant 4 (3.8%) Patient Non-Compliant 4 (3.8%)

Assessments completed: 5 (33.3%) completed: 5 (33.3%) completed: 6 (40.0%) completed: 6 (40.0%) completed: 4 (26.7%) completed: 4 (26.7%) in-progress: 1 (20.0%) in-progress: 1 (20.0%) in-progress: 3 (60.0%) in-progress: 3 (60.0%) in-progress: 1 (20.0%) in-progress: 1 (20.0%) Not Started: 111 (33.4%) Not Started: 111 (33.4%) Not Started: 109 (32.8%) Not Started: 109 (32.8%) Not Started: 112 (33.7%) Not Started: 112 (33.7%) Alcohol Use Disorders Identification Test(AUDIT) Columbia Suicide Severity Rating Scale Drug Use Disorders Identification Test(DUDIT)

Total Encounters:
Successful Encounters

1890
Left VM 56 (3.0%) Left VM56 (3.0%) No Show 34 (1.8%) No Show 34 (1.8%) Other 96 (5.1%) Other 96 (5.1%) Successful 1411 (74.7%) Successful 1411 (74.7%) Unable to Locate 239 (12.6%) Unable to Locate 239 (12.6%) Unknown 45 (2.4%) Unknown 45 (2.4%)

Demographics

Participants Served 104
Veterans Served 2

Active Military Served 0

Sex

Female32 (30.8%) Female32 (30.8%) Male72 (69.2%) Male72 (69.2%)

Age

13 (12.5%)13 (12.5%)25 (24.0%)25 (24.0%)21 (20.2%)21 (20.2%)19 (18.3%)19 (18.3%)3 (2.9%)3 (2.9%)0-1718-2930-3940-4950-6465+

Ethnicity

Hispanic or Latino 3 (2.9%) Hispanic or Latino 3 (2.9%) Non-Hispanic or Latino12 (11.5%) Non-Hispanic or Latino12 (11.5%) Unknown 89 (85.6%) Unknown 89 (85.6%)

Race

5 (4.8%) 5 (4.8%) 3 (2.9%) 3 (2.9%) 11 (10.6%) 11 (10.6%) 2 (1.9%) 2 (1.9%) 36 (34.6%) 36 (34.6%) 47 (45.2%) 47 (45.2%) American Indian or Alaska Native Asian Black or African American Other Race White Unknown

FORM 4.04 CERTIFICATE OF NON-DEBARMENT / SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

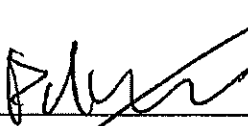
LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS PROPOSAL. RETURN ALL COMPLETED FORMS WITH ORIGINAL PROPOSAL PACKAGE.

The Lower Tier Participant (Applicant for a third party subcontract or subgrant under a federal funded project), Evergreen Recovery Centers hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared Ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

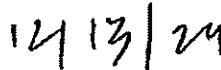
The Supplier, Evergreen Recovery Centers, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.



Signature of Authorized Official



Title of Authorized Official



Date

FORM 4.05 CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, *Evergreen Construction*, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Patrick Evans
Signature of Contractor

Patrick Evans
Print Name

CEO
Title

12/13/24
Date

11627 Airport Rd suite B
Address

Everett WA 98204
City, State, ZIP

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

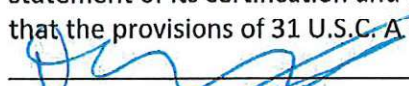
REVISED - FORM 4.05 CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

Pursuant to **45 CFR Part 93.110** (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Patrick Evans, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor

Patrick Evans

Print Name

CEO

Title

12/17/24

Date

11627 Airport Rd, Suite B

Address

Everett WA 98204

City, State, ZIP

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CITY OF EVERETT
RFP 2024-157
Competency Diversion Services
ADDENDUM #2**

Date Prepared: December 17, 2024

THIS ADDENDUM BECOMES PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL REQUEST FOR PROPOSAL (RFP) DOCUMENTS. CHANGES HAVE BEEN BOLDED FOR CONVENIENCE.

The items below clarify items that are contained in the original RFP documents.

1. **PROPOSAL DUE DATE:** Remains unchanged. Proposals are due on January 7, 2025, by 2:00 p.m.
2. **REVISION:** Form 4.05 **Certification of Lobbying** has been revised to read as attached.

All other terms and conditions remain unchanged.

Theresa Bauccio-Teschlog
Theresa Bauccio-Teschlog, CPPB
Procurement Manager

FORM 4.06 DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year quarter Date of last report: _____
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> Prime Subawardee </div> Tier _____ if known: Congressional District, if known: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10A)</i> <i>(last name, first name, MI):</i>	
<small>Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

(See next page for instructions.)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form must be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the Implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying

Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official must sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SAMHSA CLAUSES

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

US DEPARTMENT OF HEALTH AND HUMAN SERVICES
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) (ALN #93.493)

SPECIAL TERMS AND CONDITIONS UNDER THE CONSOLIDATED APPROPRIATION ACT, 2024 [P.L. 118-47]
AND FY2024 CONGRESSIONAL DIRECTIVE SPENDING (FG-24-099)

"EVERETT ALTERNATIVE RESPONSE TEAM"
AWARD NUMBER: 1H79FG001343-01

USE OF SAMHSA FUNDS: SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

Contractors who benefit from the use of SAMHSA funds allocated from the City of Everett under Award 1H79FG001343-01 shall comply with the following terms and conditions.

I. Standard Terms and Conditions

- a. This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:
 - i. The grant program legislation and program regulation cited in the Notice of Award dated September 10, 2024;
 - ii. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award;
 - iii. [2 CFR 200](#), as applicable;
 - iv. [45 CFR Part 75](#) as applicable;
 - v. [The HHS Grants Policy Statement](https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf) (<https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf>);
 - vi. [Fiscal Year 2024 Award Standard Terms](https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf) (<https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf>).

II. Special Terms and Conditions

- a. Standards for Financial Management
 - i. Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. Commingling funds typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

b. Treatment of Program Income

- i. Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.
- ii. In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

c. Budget and Expenditure of Funds

- i. Recipients are expected to plan their work to ensure that funds are expended within the contracted budget period. If activities proposed in the approved budget cannot be completed within the current budget period, the City of Everett cannot guarantee the approval of any request for carryover of remaining unobligated funding.
- ii. Prior approval is required for but is not limited to: a change in key personnel and level of effort, a budget revision, and a change in scope.

d. Allowable, allocable, reasonable, and necessary costs

- i. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
- ii. Subrecipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations.

e. Non-supplant

- i. Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in nonfederal resources occurred for reasons other than the receipt of expected receipt of federal funds.

f. Unallowable Costs

i. Client Assistance

1. Client Assistance costs are not guaranteed as a use of funds and should receive written approval from the City of Everett before submittal for reimbursement. If found to be eligible, client assistance be considered as a temporary solution to address a specific need that advances mental and substance use disorder prevention, treatment, and recovery services.

ii. Meals (food not allowable) are generally unallowable unless specifically stated as an allowable expense in the NOFO.

iii. Entertainment (45 CFR 75.438)

1. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with SAMHSA's prior written approval.

iv. Promotional Materials (45 CFR 75.421(e)(3))

1. Appropriated funds shall not be used to pay for promotional items and memorabilia including, but not limited to, gifts, souvenirs, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

v. Stipends or payments made to individuals are generally unallowable unless they are permitted by a program's statute authorizing or implementing regulations or they are payments made to individuals under a Traineeship, Fellowship, and Similar Award Made to Organizations on Behalf of Individuals.

g. Consistent Treatment of Costs

1. Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, Audit Requirements.

h. Indirect Charges

1. Indirect costs or General, Facilities, and Administration costs are those expenses incurred for common or joint objectives which cannot be readily identified with an

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

individual project or program but are necessary for the operations of the organization. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Subrecipients must submit Indirect Costs in compliance with 2 CFR 200 under either the Modified Total Direct Cost (MTDC) method or by providing a NICRA for City review and approval.


- i. Award Payments
 - i. Payments under this award will be made on a reimbursement basis.
- j. Flow down of requirements to sub-recipients
 - i. The City of Everett, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 75.352, Subrecipient and contractor determinations.
- k. A subrecipient's failure to comply with the terms and conditions of this award, may cause the City of Everett or SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. The City of Everett and SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.
- l. Risk Assessment
 - i. The City of Everett and the Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to be reimbursed for funds used until the concerns are addressed.

III. Closeout Requirements

- a. Subrecipients must complete all actions required for closeout to include:
 - i. Liquidate all obligations incurred under the award. All payment requests must be submitted within 30 days of the post-award reconciliation/liquidation period.
 - ii. Reconcile financial expenditures to the reported total disbursements and charges in the City's PMS Account.
 - iii. Return any funds due to PMS as a result of refunds, corrections, or audits.
- b. Subrecipients must close the award in accordance with 2 CFR 200.344
 - i. Closeout and the terms and conditions listed in the Notice of Award.
 - ii. Recipients must liquidate all obligations incurred under an award no later than thirty (30) days after the end of award obligation and project period. Late withdrawal requests occurring after the aforementioned 30-day post award reconciliation/liquidation will be denied.
- c. Reporting
 - i. Final reports are due to the City of Everett no later than thirty (30) days after the end of the project period. Final reports include:
 - 1. Final Financial Report;
 - 2. Final Progress Report or other reports required by the terms and conditions of the award.

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

3. If applicable, a Tangible Personal Property Report (TPPR SF-428, SF-428B & if needed additional forms from SF-428 series) to account for any property acquired with federal funds or indicate on the form that you have no property to report.
 - II. Failure to complete the closeout actions in 30 days after the project period end may result in a unilateral closeout of the grant by the City of Everett and/or SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to the City of Everett and/or SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 and 2 CFR 200.339, the City of Everett and/or SAMHSA will report the recipients material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system.
- IV. **Compliance with Award Terms and Conditions**
- a. FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.
 - b. All previous terms and conditions remain in effect until specifically approved and removed by the City of Everett and the SAMHSA Grants Management Officer.


Patrick Evans
12/13/24



STATE OF
WASHINGTON

BUSINESS LICENSE

Nonprofit Corporation

EVERGREEN RECOVERY CENTERS
EVERGREEN MANOR
STE B
11627 AIRPORT RD
EVERETT WA 98207-4022

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Feb 09, 2024
Unified Business ID #: 601140525
Business ID #: 001
Location: 0001
Expires: Mar 31, 2025

DUTIES OF MINORS:

Ages 16-17: Office assistance, event assistance, light maintenance assistance.

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors must be at least 16 years of age to perform window washing or other work requiring worker to be positioned at higher than ground or floor level. WAC 296-125-033(5)(b)

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601140525 001 0001

Expires: Mar 31, 2025

EVERGREEN RECOVERY
CENTERS
EVERGREEN MANOR
STE B
11627 AIRPORT RD
EVERETT WA 98207-4022

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

Q&A Center

Following Q&A center items have been published by the buying organization for Solicitation 2024-157

Solicitation Information

Title: Competency Diversion Services

Description:

The City of Everett's Competency Diversion Program will offer forensic case management to unsheltered individuals or frequent utilizers of public safety and judicial systems. This will be achieved by coordinating care, advocating for the best options, and providing necessary support. Additionally, the program will employ intervention specialists to assist those who do not regularly engage in case management and frequently interact with the jail system. These intervention specialists will assess and address the needs of repeatedly incarcerated individuals.

Delivery Terms: N/A: Not Applicable

Payment Terms: See Payment Notes

Contact Information

City of Everett
Theresa Bauccio-Teschlog
2930 Wetmore Avenue, Suite 9E Everett WA, 98201 United States
Tel: (425) 257- 8901
bids@everettwa.gov

Start Date: Dec 05, 2024 5:15 PM PST

Open Date: Jan 07, 2025 2:00 PM PST

Collaboration Start Date: Dec 05, 2024 5:45 PM PST

Collaboration End Date: Dec 20, 2024 11:59 PM PST

Vendor may e-mail buyer directly: No

Following Questions and Answers have been published:

Question	Answer	Date Submitted	Date Responded	Attachments
Section 7 (Signed SAMSHA Clauses). It appears to be a blank page and I'm not sure what to sign.	Attach the clauses to your RFP response and sign Form 4.01.	Dec 09, 2024	Dec 09, 2024	Total:0
Form 4.06 I wasn't sure about the Lobbying activities; do we sign it anyway?	Form 4.06 is for the disclosure of lobbying activities.See Form 4.05 B for additional information.	Dec 09, 2024	Dec 09, 2024	Total:0
Form 4.02, do we fill out the price guide?	Yes, Form 4.02 must be completed and submitted per Section 4.1.	Dec 09, 2024	Dec 09, 2024	Total:0



PROCUREMENT

Request for Proposal #2024-157

Procurement Professional Point of Contact:
Theresa Bauccio-Teschlog, MBA, NIGP-CPP, CPPB
Procurement Manager
(425) 257-8901
bids@everettwa.gov

Competency Diversion Services

TIMELINE - The following represents the schedule for this solicitation.	
<u>Event</u>	<u>Date</u>
Issue Date	December 6, 2024
Deadline for Final Questions.....	December 20, 2024, at 11:59 p.m.
Proposal Due Date	January 7, 2025
Anticipated Award	February 2025
Anticipated Contract Start Date	March 1, 2025
Contract End Date	September 30 th , 2025, unless the funding source grants a no-cost extension, at which time the contract may be extended not to exceed a maximum period of five years.
<p align="center">E-mailed or delivered Proposals are acceptable.</p> <p align="center">Submit Proposals to:</p> <p align="center">E-mail: bids@everettwa.gov OR</p> <p align="center">Delivery: Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201</p> <p>Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing the original proposal response plus six (6) complete identical copies with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.</p>	
<p>Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at: https://everettwa.gov/2711/Everett-Procurement-Information-Contract</p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.</p>	
<p>Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.</p> <p>Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.</p>	

TABLE OF CONTENTS

1.1	PROPOSAL SUBMITTAL	4
1.2	OFFER PERIOD.....	4
1.3	REQUEST FOR DUE DATE EXTENSION	4
1.4	WITHDRAWAL OF PROPOSALS	4
1.5	SINGLE RESPONSE.....	4
1.6	MULTIPLE PROPOSALS	4
1.7	EVALUATION AND AWARD	4
1.8	WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES.....	5
1.9	EXCLUDED PARTIES.....	5
1.10	BUSINESS LICENSE.....	5
1.11	BID PROTEST PROCEDURES	5
1.12	NON-ENDORSEMENT	5
1.13	PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE.....	5
1.14	RESPONSE PROPERTY OF THE CITY OF EVERETT	7
1.15	NO OBLIGATION TO BUY.....	7
1.16	COST OF PREPARING PROPOSALS.....	7
1.17	RECYCLE	7
1.18	COOPERATIVE PURCHASING	7
2.1	PURPOSE	8
2.2	BACKGROUND.....	8
2.3	HIGHLIGHTS OF SERVICE	9
2.4	PROGRAM EXPECTATIONS.....	9
2.5	KEY OBJECTIVES	10
2.6	SUPPLIER RESPONSIBILITIES	10
2.7	KEY PERSONNEL	11
2.8	STAFF EXPERIENCE AND CAPABILITIES	11
2.9	REPORTING AND TRACKING MEASURES.....	12
2.10	CITY OF EVERETT RESPONSIBILITIES & PROVIDED SERVICES.....	13
2.11	QUALITY ASSURANCE.....	13
2.12	CONTRACT TRANSITION.....	14
2.13	PRICING ADJUSTMENTS.....	14
2.14	PAYMENT	14
3. 1	GENERAL	15

3.2	SELECTION PROCESS	15
3.3	CONTRACT AWARD AND EXECUTION	15
3.4	EVALUATION CRITERIA.....	15
3.5	INTERVIEWS	16
4.1	SUBMITTAL REQUIREMENTS	17

SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City must receive the supplier's proposal, in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

No exceptions to the City's terms, conditions, and specifications will be accepted. Any attempt to modify the City's terms, conditions, and specifications may result in a non-responsive proposal.

1.2 OFFER PERIOD

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the procurement professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one Proposal may do so, so long as each Proposal stands alone and independently complies with the instructions, conditions and specifications of this RFP.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City, or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.
- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide products or services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The Supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of

Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer’s designation of confidential may or may not be upheld by a Court.

D. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

E. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential” and the City may publicly disclose such material without any liability whatsoever to proposer.

F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of proposer’s material marked “CONFIDENTIAL”, the proposer, by submitting an proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

G. Consent to Procedure

Proposers, by submission of materials marked “CONFIDENTIAL”, acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy

and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.17 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.18 COOPERATIVE PURCHASING

Suppliers: RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the quote submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Cooperating Political Subdivisions: Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The City of Everett has received federal funding from the Substance Abuse Mental Health Services Administration (SAMHSA) to establish alternative response systems that support individuals within the crisis system. The program aims to use SAMHSA funds to provide comprehensive services, including behavioral health care, care coordination, intensive case management, peer support, and intervention services. In addition, services are intended to assist individuals involved with the City of Everett Justice System who are under-connected to supportive resources.

The target population includes individuals who have been found not competent by the courts and are either awaiting restoration, have completed restoration, or have been deemed not restorable. Many of these individuals may be frequent users of emergency systems, lack healthcare benefits, face inequitable access to medical and behavioral health care, and experience challenges such as substance use disorders or significant mental health issues. The City of Everett's Community Support Team, City Prosecutors, or other agencies serving the Everett Municipal Court System will be able to refer directly to this program.

The awarded supplier will be responsible for hiring qualified staff with the necessary training and experience to adhere to established procedures and effectively provide stabilization services. The supplier will supervise and implement direct case management, mental health care, and peer support services for individuals referred by City-appointed staff.

Furthermore, the supplier is expected to participate in regular communication and case planning meetings with the City of Everett, providing updates on accountability and progress. The provider is also expected to maintain positive, professional relationships with the City, clients, and the broader community.

Contracted amount cannot exceed \$447,724.00.

2.2 BACKGROUND

The City of Everett (COE) has a longstanding commitment to addressing street-level social issues through a co-response approach. In 2015, the Community Streets Initiative was launched to explore and address the factors contributing to homelessness in Everett's urban core. The opioid crisis, affordable housing shortages, historical racial inequalities, low incomes, and inadequate social infrastructure have all made it difficult to find sustainable solutions.

In response, the City of Everett founded the Community Outreach and Enforcement Team (COET) in 2015, a Co-Responder model pairing social workers with police officers. COET primarily functions as a diversion program, assisting unsheltered individuals in accessing services, treatment, and shelter. Building on COET's success, the Community Support Team was established in 2021 to expand services to additional City departments, including Police, Fire, Library, Code, and Parks. While the team provides immediate intervention and limited follow-up care, managing long-term and complex needs often falls beyond their capacity.

Finding stability can be particularly challenging for individuals who are unsheltered, incarcerated, or experiencing behavioral health issues. Those facing competency challenges often encounter additional barriers and struggle to engage in supportive services consistently. Snohomish County, including Everett, faces a shortage of resources and providers equipped to support individuals with complex competency-related needs.

These individuals frequently experience chronic, co-occurring health conditions, mental health issues, substance use disorders, and histories of trauma. The City of Everett recognizes that competency diversion is a critical tool to help these individuals navigate the court system, recover from behavioral health struggles, improve overall health and wellness, and reduce future interactions with the criminal justice system.

2.3 HIGHLIGHTS OF SERVICE

The City of Everett's Competency Diversion Program will offer forensic case management to unsheltered individuals or frequent utilizers of public safety and judicial systems. This will be achieved by coordinating care, advocating for the best options, and providing necessary support. Additionally, the program will employ intervention specialists to assist those who do not regularly engage in case management and frequently interact with the jail system. These intervention specialists will assess and address the needs of repeatedly incarcerated individuals.

The program's primary goals are to increase service connections, reduce 911 service calls, support the courts, and lessen the community impacts caused by individuals facing behavioral health competency challenges. By providing direct case management and other essential services, the City of Everett aims to assist individuals caught in the criminal justice cycle further.

This program is designed to help clients develop the skills needed to address their challenges, secure long-term housing, and access treatment and healthcare services. Additionally, program staff will serve as the liaison between clients and their professional support networks, helping to navigate the barriers that hinder progress. Through a high level of support, staff will promote overall recovery from behavioral health issues, crises, or homelessness.

2.4 PROGRAM EXPECTATIONS

The program is expected to serve fifteen (15) to thirty (30) individuals annually, with case management lasting from 90 days to 12 months. Cases may be extended or reopened based on individual needs. Cases should be closed after 90 days of no contact or if the client cannot be located. The case may also be closed if a client is highly engaged, well-connected with other service providers, and stabilized. All case decisions will be made in collaboration with the City of Everett's Community Support Team and, when necessary, a Prosecuting Attorney Representative. Clients will be identified through a referral system, with referrals from the City of Everett's Community Support Team, City Prosecutors, or other agencies serving the Everett Municipal Court System.

The Competency Diversion Program will offer long-term care coordination, case management, peer support, and access to essential services, including mental health care. Once a referral is received, the contractor is expected to engage with the individual within 72 hours, making consistent and varied efforts to reach them in the community. Program staff will ensure that individuals receive appropriate, community-based care and treatment.

Examples of expected work with clients:

- Obtaining essential identifying documents like birth certificates, social security cards, and Washington State identification.
- Establishing income, including assistance with Aged, Blind, or Disabled (ABD) benefits, Social Security, and opening bank accounts.

- Accessing food assistance such as Electronic Benefit Transfer (EBT) cards and connecting them with food banks or meal services.
- Addressing housing needs through 211 and housing navigator connections while keeping cases active and exploring options for sober housing, transitional housing, affordable apartments, or shelters.
- Securing healthcare insurance and ensuring that healthcare providers see clients.
- Arranging transportation and accompanying clients to appointments as needed.
- Connecting with support systems such as mentors, family, friends, peers, recovery groups, job centers, volunteer organizations, and counselors.
- Visiting incarcerated clients to maintain engagement while in custody.
- Facilitating access to medication-assisted treatment for mental health, substance use disorders, or both.
- Attend alongside client court proceedings in effort to provide support during court proceedings.
- Participate in competency diversion court or other / alternate court hearings on the behalf of client participation and engagement.
- Supporting clients in the criminal justice system, including court appearances, written communication, and follow-ups with prosecutors and defense attorneys.
- Holding other agencies accountable by advocating for the clients served.

2.5 KEY OBJECTIVES

The key objectives of the program are to:

1. Actively assist the client with overall recovery from behavioral health conditions.
2. Provide proactive care management, case support, peer and mental health services for those referred. This includes active outreach and locating those referred.
3. Engage with those incarcerated to create a safe discharge plan in the community.
4. Provide the client with a single point of contact for connection to multiple health and social services.
5. Maintain active contact with individuals referred.
6. Develop relationships with local suppliers and community organizations and function as an integral part of the local community.
7. Work to remove barriers that prevent individuals' access to care, such as transportation needs.
8. Care coordination, including scheduling appointments, arranging transportation, conducting appointment reminder calls, and following up to verify service initiation, progress, and need for service adjustment and incorporation into the care plan.
9. Track data and outcome measures.
10. Actively participate in ongoing evaluation and collaboration with city staff and community partners.
11. Actively participate in court proceedings related to those served.
12. Create meaningful contacts and connections with individuals served.

2.6 SUPPLIER RESPONSIBILITIES

The supplier will be expected to provide the following level of service at a minimum:

1. Upon employing any new staff, provide the employee's qualifications and experience for the City of Everett's review and approval.
2. Familiarity with appropriate services for individuals referred by the City of Everett and within its geographic area.
3. Provide services to individuals who are referred by the City of Everett Community support team or other city identified personnel.

4. Competency Diversion staff are flexible, community-based, collaborative, client-oriented, and available to provide services during established contract hours.
 - Flexible –Ability for staff to flex their schedule when necessary to accommodate special program needs.
 - Community-Based – Ability to meet clients in the Everett Geographic area and the willingness and ability to ensure transportation for those served to appointments and other suppliers as necessary.
 - Collaborative – Develop individual care plans and complete referrals for funding, housing, and assessments for substance use disorder (SUD), mental health, medical, dental, and any other needs as requested.
 - Client Oriented – Provide outreach to individuals by meeting them where they are while assisting them with progress towards being sheltered and addressing needs. For example, street outreach requires the ability to navigate city streets on foot easily and tolerate a variety of weather conditions and terrain.
5. Provide all necessary equipment and supplies such as phones, other office needs, data tracking, software systems, vehicles, or other transportation needs for case managers.
6. Provide adequate resources and information for Case Managers to assist individuals in the City of Everett, including, but not limited to, housing, mental health, physical health, substance use disorder, the Department of Social and Health Services, dental care, community supports, clothing, and food.
7. Facilitate communication among families, City community support team, courts, and other treatment providers and systems in which the client is involved.
8. Meet with the Community Support Manager or representative once per month to review cases and collaborate regarding programming.
 - A supplier representative is available to attend the City’s community care collaboration team meetings regularly.
9. Ensure staff provide continuity of care, oversight, and access to and coordination of services to meet individualized client goals.
10. The Supplier agrees to comply with 2 CFR 200 Uniform Administrative Requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2.7 KEY PERSONNEL

Key personnel will form a multidisciplinary team to provide primary care services to program participants. This team may include case managers, peer specialists, outreach workers, medical staff, licensed behavioral health specialists, substance use disorder (SUD) providers, and housing navigators. The team will be supervised to ensure that expected outcomes are achieved and contractual obligations are fulfilled.

The supplier must provide the City of Everett with the names of staff assigned to the program prior to service start-up, as well as any staff changes or upon request throughout the term of the contract.

2.8 STAFF EXPERIENCE AND CAPABILITIES

Staff must be proficient and sufficiently trained to provide the requested services. The supplier must ensure that all staff members have the following experience and capabilities:

A. Technical Proficiency

Staff involved in the Case Management Program must demonstrate technical proficiency. This includes but is not limited to, prior experience, training, knowledge of human development and behavior, and experience working with unsheltered individuals, including any relevant specialized education or training.

B. Behavioral Health

Staff must comprehensively understand the interdisciplinary approach to behavioral health treatment and recovery from homelessness. They should employ shared decision-making and collaborate with other providers to ensure those served are connected to available resources. This approach will minimize service duplication and create best-practice outcomes for the individuals served.

C. De-Escalation

Staff must be capable of handling and de-escalating individuals experiencing mental health crises.

D. Diversity

Staff must be sensitive to and knowledgeable about diverse cultures. They should be able to integrate the needs of culturally diverse groups and individuals with disabilities into clinical practice.

E. Decision-Making

Staff must have the ability to perform daily assessments, evaluate a client's progress, and make informed recommendations.

F. Training

Staff must be adequately trained and familiar with working with individuals who are unsheltered, as well as those with disabilities, mental health disorders, substance use disorders, and those from diverse cultures, races, sexual orientations, and age groups. Training requirements may include but are not limited to, direct experience or training in working with unsheltered individuals, seniors, and non-English speakers.

G. Safety and Emergency Procedures

Staff must have thorough knowledge of the safety and emergency procedures established by the supplier and the City of Everett.

H. Computer Proficiency

Staff must be proficient in using Microsoft Word and Excel and able to use a cell phone, tablet, or laptop while providing case management services. Proficiency includes, but is not limited to, the ability to compose, send, and receive electronic messages and documents using equipment provided by the supplier.

2.9 REPORTING AND TRACKING MEASURES

Client tracking and data reporting must be documented in a format acceptable to the City and submitted monthly to the City of Everett's Community Support Coordinator or their representative. The following are the minimum key data points that will be measured, tracked, and reported:

1. Number of unique individuals served.
2. Number of individuals engaged while incarcerated.
3. Number of individuals participating in substance use treatment services (e.g., outpatient, inpatient, or medication-assisted treatment).
4. Number of individuals housed in shelters, pallet homes, sober housing, permanent housing, or adult family homes.

5. Number of individuals receiving mental health treatment services (e.g., inpatient, outpatient, or triage).
6. Number of individuals receiving healthcare services (e.g., dental, primary, or eye care).
7. Number of individuals connected to financial resources (e.g., bank accounts, Aged, Blind, or Disabled (ABD) cash assistance, Housing and Essential Needs (HEN), Social Security, or Department of Social and Health Services (DSHS) benefits).
8. Number of individuals whose cases were dismissed due to completion and engagement in competency diversion services.
9. Identified service gaps, such as unavailable services (e.g., shelters, mental health counseling, treatment beds) and unnecessary services (e.g., safe parking for males, day centers).

2.10 CITY OF EVERETT RESPONSIBILITIES & PROVIDED SERVICES

City of Everett staff will be responsible for and provide the following:

- The City of Everett Community Support Manager or designate will oversee all aspects of the contract, including but not limited to monitoring and reviewing the supplier's performance, reports, and data provided under this contract, approval of submitted invoices, and obtaining approval of all changes in the contract.
- The City of Everett Community Support Manager or designate will provide onsite coordination, support in the client referral process, tracking, and assistance with coordinating the day-to-day deployment of contracted competency diversion staff. Clinical supervision will remain the responsibility of the contractor.
- Review and approve the qualifications and experience of staff providing service under this contract, including new and replacement staff proposed by the Supplier. The City of Everett also reserves the right to require contractor staff to be replaced because of justifiable complaints by program customers, their legal guardians, support systems, or allied agencies.

2.11 QUALITY ASSURANCE

The Supplier must ensure staff is eligible to provide competency diversion for individuals and, at minimum, must provide:

1. Education & Experience Verification

- The supplier will select case managers for this position based on having experience working with the populations described and who have experience in working with interdisciplinary teams.
- Before hiring any employee, the supplier will verify that the employees assigned to the contract have the stated education and experience in managing case management programs, homeless outreach, shared decision-making, collaboration, and managing those with behavioral health concerns.

2. Background Check

Before hiring any employee, the Supplier must obtain a nationwide criminal background check. Records of criminal background checks must be kept on file by the Supplier and made available to the City of Everett for review upon request. Proposers shall describe their source and method of obtaining background checks as part of their proposal as part of their answer to **Form 4.03, 2G**. After work begins, any new or added employees, volunteers, or interns of the Contractor must also comply with the city of Everett's security background check requirement as stated above.

3. Safety & Emergency

The proposer must provide the City of Everett with copies of its agency's written safety and emergency policies and procedures as part of their proposal response to **Form 4.03, 2G**.

2.12 CONTRACT TRANSITION

In the event of a follow-on contract award to another Supplier, the Supplier will ensure a cooperative and smooth transition with a new contract provider or the City of Everett, such as turnover of records, status, reports, etc.

2.13 PRICING ADJUSTMENTS

Prices must remain firm for the duration of the initial contract period. Reasonable price changes based on market conditions and price or cost analysis may be made after the initial contract period. The supplier must supply documentation that is satisfactory to the City of Everett, such as documented changes to the Consumer Price Index for the Seattle-Tacoma-Bellevue area.

The City of Everett will evaluate this information to determine if revising the price is fair and reasonable to the city's satisfaction. Requests for any such change must be made in writing to the Procurement Division. The city will issue a written contract amendment that will institute the price adjustment, provide the new prices, and establish the effective date for the new prices.

The Supplier must give the City of Everett Procurement Division thirty (30) calendar days written notice prior to the effective date of the price increase. The City may cancel by individual line item or contract if the price increase request is not approved.

2.14 PAYMENT

The Supplier agrees to submit payment requests at least monthly. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Supplier.

Within thirty (30) days of a properly prepared invoice in a form acceptable to the city, the City of Everett will pay the Supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires the services rendered or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Attn: Kelli Roark
2930 Wetmore Avenue, Suite 8A
Everett, WA 98201
kroark@everettwa.gov

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements specified in the RFP. Proposals will be evaluated on how well they meet the city's needs, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	150	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	100	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	65	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	50	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none">• are realistic for the work to be performed and• demonstrate that the Supplier understands the Scope of Work.
	Total	400	

3.5 INTERVIEWS

The City of Everett may request interviews with the highest-ranked Supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. The finalist (s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal that must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposals must include the following forms which are included as part of the solicitation:

- 1. Supplier Commitment and Information**
- 2. Price Sheet**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier, and question. Then, answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension**
- 5. Certification Regarding Lobbying by Contractor**
- 6. Disclosure of Lobbying Activities**
- 7. Signed SAMSHA Clauses**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8 1/2" x 11" paper.
- Single or double-sided, numbered pages.
- Typed with a minimum of 12-point font.
- Form 4.03 – re-type the question before responding.

SAMHSA CLAUSES

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) (ALN #93.493)**

SPECIAL TERMS AND CONDITIONS UNDER THE CONSOLIDATED APPROPRIATION ACT, 2024 [P.L. 118-47]
AND FY2024 CONGRESSIONAL DIRECTIVE SPENDING (FG-24-099)

“EVERETT ALTERNATIVE RESPONSE TEAM”
AWARD NUMBER: 1H79FG001343-01

USE OF SAMHSA FUNDS: SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

Contractors who benefit from the use of SAMHSA funds allocated from the City of Everett under Award 1H79FG001343-01 shall comply with the following terms and conditions.

I. Standard Terms and Conditions

- a. This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:
 - i. The grant program legislation and program regulation cited in the Notice of Award dated September 10, 2024;
 - ii. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award;
 - iii. [2 CFR 200](#), as applicable;
 - iv. [45 CFR Part 75](#) as applicable;
 - v. [The HHS Grants Policy Statement](https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf) (https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf);
 - vi. [Fiscal Year 2024 Award Standard Terms](https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf) (https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf).

II. Special Terms and Conditions

- a. Standards for Financial Management
 - i. Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. Commingling funds typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

b. Treatment of Program Income

- i. Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.
- ii. In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

c. Budget and Expenditure of Funds

- i. Recipients are expected to plan their work to ensure that funds are expended within the contracted budget period. If activities proposed in the approved budget cannot be completed within the current budget period, the City of Everett cannot guarantee the approval of any request for carryover of remaining unobligated funding.
- ii. Prior approval is required for but is not limited to: a change in key personnel and level of effort, a budget revision, and a change in scope.

d. Allowable, allocable, reasonable, and necessary costs

- i. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
- ii. Subrecipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations.

e. Non-supplant

- i. Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in nonfederal resources occurred for reasons other than the receipt of expected receipt of federal funds.

f. Unallowable Costs

i. Client Assistance

1. Client Assistance costs are not guaranteed as a use of funds and should receive written approval from the City of Everett before submittal for reimbursement. If found to be eligible, client assistance be considered as a temporary solution to address a specific need that advances mental and substance use disorder prevention, treatment, and recovery services.

ii. Meals (food not allowable) are generally unallowable unless specifically stated as an allowable expense in the NOFO.

iii. Entertainment (45 CFR 75.438)

1. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with SAMHSA's prior written approval.

iv. Promotional Materials (45 CFR 75.421(e)(3))

1. Appropriated funds shall not be used to pay for promotional items and memorabilia including, but not limited to, gifts, souvenirs, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

v. Stipends or payments made to individuals are generally unallowable unless they are permitted by a program's statute authorizing or implementing regulations or they are payments made to individuals under a Traineeship, Fellowship, and Similar Award Made to Organizations on Behalf of Individuals.

g. Consistent Treatment of Costs

- i. Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, Audit Requirements.

h. Indirect Charges

- i. Indirect costs or General, Facilities, and Administration costs are those expenses incurred for common or joint objectives which cannot be readily identified with an

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

individual project or program but are necessary for the operations of the organization. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Subrecipients must submit Indirect Costs in compliance with 2 CFR 200 under either the Modified Total Direct Cost (MTDC) method or by providing a NICRA for City review and approval.

- i. Award Payments
 - i. Payments under this award will be made on a reimbursement basis.
- j. Flow down of requirements to sub-recipients
 - i. The City of Everett, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 75.352, Subrecipient and contractor determinations.
- k. A subrecipient's failure to comply with the terms and conditions of this award, may cause the City of Everett or SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. The City of Everett and SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.
- l. Risk Assessment
 - i. The City of Everett and the Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to be reimbursed for funds used until the concerns are addressed.

III. Closeout Requirements

- a. Subrecipients must complete all actions required for closeout to include:
 - i. Liquidate all obligations incurred under the award. All payment requests must be submitted within 30 days of the post-award reconciliation/liquidation period.
 - ii. Reconcile financial expenditures to the reported total disbursements and charges in the City's PMS Account.
 - iii. Return any funds due to PMS as a result of refunds, corrections, or audits.
- b. Subrecipients must close the award in accordance with 2 CFR 200.344
 - i. Closeout and the terms and conditions listed in the Notice of Award.
 - ii. Recipients must liquidate all obligations incurred under an award no later than thirty (30) days after the end of award obligation and project period. Late withdrawal requests occurring after the aforementioned 30-day post award reconciliation/liquidation will be denied.
- c. Reporting
 - i. Final reports are due to the City of Everett no later than thirty (30) days after the end of the project period. Final reports include:
 - 1. Final Financial Report;
 - 2. Final Progress Report or other reports required by the terms and conditions of the award.

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

3. If applicable, a Tangible Personal Property Report (TPPR SF-428, SF-428B & if needed additional forms from SF-428 series) to account for any property acquired with federal funds or indicate on the form that you have no property to report.
- ii. Failure to complete the closeout actions in 30 days after the project period end may result in a unilateral closeout of the grant by the City of Everett and/or SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to the City of Everett and/or SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 and 2 CFR 200.339, the City of Everett and/or SAMHSA will report the recipients material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system.

IV. Compliance with Award Terms and Conditions

- a. FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.
- b. All previous terms and conditions remain in effect until specifically approved and removed by the City of Everett and the SAMHSA Grants Management Officer.











2024-157 Competency Diversion Services Award_SD

Final Audit Report

2025-03-12

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