



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	Bill Heusler, PSYD, PLLC dba Spectrum Psychological Associates
	1728 West Marine View Drive, Suite 109/226
	Everett, WA 98201
	bill@spectrumpsychwa.com
City Project Manager	Cassie Christopher
	City of Everett -- Police
	3002 Wetmore Avenue
	Everett, WA 98201
Brief Summary of Scope of Work	cchristopher@everettwa.gov
	Provide individualized counseling to police department members following critical or traumatic incidents.
Completion Date	March 15, 2026
Extension Provision	1-year extension at the sole discretion of the City of Everett, exercised by written notice to Service Provider

BASIC PROVISIONS	
Maximum Compensation Amount	\$52,000.00
Exhibits	<p>Exhibit A: Spectrum Psychological Associates Form 4.02 Price Sheet</p> <p>Exhibit B: Spectrum Psychological Associates Response dated 1/23/2025, including Department of Justice Award Conditions</p> <p>Exhibit C: Request for Proposal #2024-163 Mental Health Services</p>
Service Provider Insurance Contact Information	Linda Davidson
	(425) 454-3510 ext 1
	linda.davidson@ballardagency.com
Additional Provision(s)	This Agreement includes the Department of Justice Award Conditions.

<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: No</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>
<p>Willful Wage Violation Certification</p>	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. An untrue certification by Service Provider is a material breach and cause for Agreement termination.</p>

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**

**BILL HEUSLER, PSYD, PLLC DBA SPECTRUM
PSYCHOLOGICAL ASSOCIATES**



Cassie Franklin, Mayor

Signature: William Heusler

03/30/2025

Name of Signer: William Heusler

Signer's Email Address:

bill@spectrumpsychwa.com

Title of Signer: Owner

03/31/2025

Date

ATTEST



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 3, 2024

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)**

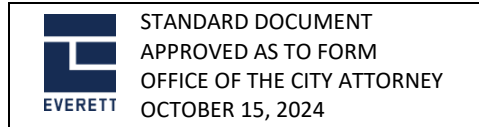


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2024-163 MENTAL HEALTH SERVICES

Supplier Name:

Spectrum Psychological Associates, PLLC

The supplier must provide a firm, fixed, not-to-exceed subtotal for each deliverable, including all services listed in Section 2. The proposer must consider all costs associated with providing the services listed in this RFP, such as labor, overhead, administration, travel, etc.

Clearly identify any services mentioned in your response that are not included in your proposed fee, such as services that would be an additional expense.

Requested Services and Pricing			
Firm Fixed, Not To Exceed, Amount to provide both deliverables below.			\$ 28,800.00 ††
Task Breakdown	Price per Session	Estimated Sessions	Cost
Deliverable: Individual One (1) - hour appointments	\$ 250.00	65	\$ 16,000.00
Deliverable: Individual One (1) - hour follow-up appointments. Billed per appointment.	\$ 200.00	65	\$ 12,800.00

†† Based on a maximum of 65 sessions in each category.

Additional Services	
Task Breakdown	Price per hour
Trauma First Aid Seminar * (For all departmental supervisors) 2 hours x 4	\$ 500.00 per hr.
Trauma Innoculation and Self Care..... (For all departmental supervisors) 2 hours x 4	\$ 500.00 per hr.
Trauma First Aid Seminar*** (For Peer Support Team) 2 hours x 2	\$ 500.00 per hr.

Optional- 1 Trauma and the Family **** (For family member of Everett PD Personnel) 2 hours- \$500.00 per hr.

*Trauma First Aid- Supervisors- 4 seminars at \$2,000.00 each: Total= \$8,000.00

**Trauma Innoculation and Self Care- All Personnel- 4 seminars at \$2,000.00 each: Total= \$8,000.00

***Trauma First Aid- Peer Support Team- 2 seminars at \$2,000.00 each: Total= \$4,000.00

**** Trauma and the Family- Family members of Everett PD at \$2,000.00 each= \$2,000.00

Total training cost= \$20,000.00

With Optional Family program Total= \$22,000.00

Total estimated cost of program for first year= \$52,800.00

Total estimated without Optional Family Trauma seminar= \$50,800.00

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)



Please accept this proposal for RFP 2024-163

Required Experience: The supplier must be certified as a psychologist in Washington State.

Spectrum Psychological Associates' primary provider for this contract will be Bill Heusler, PsyD, a licensed psychologist in the State of Washington (see the attached curriculum vitae and license copy for details) and one of its owners of Spectrum Psychological Associates, PLLC. The company also has six additional licensed psychologists and ten mental health counselors on staff. Our clinical staff is trained in providing trauma-informed psychotherapy services and may serve as backup clinicians supporting Dr. Heusler

Dr. Heusler is also a co-owner of Spectrum Psychiatric Associates, PLLC, which consists of three licensed Advanced Nurse Practitioners (ARNP) who provide psychiatric and medication management services and are also available and empaneled with Health Management Administrators and Regence. This group is available when openings are present to accept referrals when psychiatric services are indicated.

Dr. Heusler has also conducted significant research on trauma responses among first responders (See Curriculum Vitae, pp. 13-14) and on other topics of contemporary interest.

Preferred Experience: The ideal psychologist would have and demonstrate experience in the following areas.

- **Treating clients with vicarious trauma and post-traumatic stress disorder (PTSD).**

Dr. Heusler has been researching and working with traumatized populations since 1974 in various capacities, including as a psychiatric Technician, activity therapist, recreational therapist, juvenile court officer, police administrator and police juvenile officer, community mental health counselor, doctoral intern, private practice since 2005, as well as serving first responders in various private practices since 2005 (see Curriculum Vitae).

- **Crisis intervention and specialization in trauma-specific modalities such as Eye Movement Desensitization and Reprocessing (EMDR).**

Dr. Heusler is a certified trauma professional who has extensive training in trauma-informed therapy approaches and modalities, including Eye Movement Desensitization and Reprocessing Therapy (EMDR), Dialectical Behavioral Therapy (DBT), Acceptance and Commitment Therapy (ACT), The Neuroscience of Trauma, Cultural Competence in Trauma Therapy, Motivational Interviewing, betrayal trauma, development of programs to prevent work-related trauma. Internal Family Systems (IFS), advanced trauma treatment, healing family violence, treating

complex posttraumatic stress, family systems and culturally sensitive trauma treatment, Prolonged Exposure Therapy, assessment of adult complex trauma survivors, event-centric diagnosis of posttraumatic stress disorder, and more (see Curriculum Vitae p. 7-13 for more detail).

- **Working with clients after suffering from critical or traumatic incidents.**

Since 2007, Dr. Heusler has worked extensively with law enforcement officers, corrections personnel, firefighters, and paramedics as a counselor and psychologist. From 2004 to 2006, Dr. Heusler served as a member of the Children's Crisis Response Team based at Seattle Children's Home for King County. He also served as a counselor at Highline West Seattle Community Access Department for next-day crisis appointments from Harborview Medical Center's ER. Area financial institutions have also contracted Dr. Heusler to intervene with employees who were impacted by incidents in banks involving armed robberies.

- **Accredited with Regence or Healthcare Management Administrators (HMA) insurance, or able to be credentialed with Regence.**

Dr. Heusler, as well as the other clinical staff at Spectrum Psychological Associates, are all empaneled with HMA and Regence insurance panels.

Additional law enforcement training and experience

Dr. Heusler served as a Deputy Juvenile Officer for the 11th Judicial Circuit for the State of Missouri from 1978 through 1980, as well as a police administrator and sheriff's deputy for the St. Charles County Sheriff's Department from 1981 through 1983. During this time, he received training in juvenile counseling, Missouri Juvenile Code, is a Basic Law Enforcement Academy graduate, graduate of the Law Enforcement Instructor Development training by the FBI, as well as Police discipline and advanced leadership in Law Enforcement by the IACP (See Curriculum Vitae p.3 &12-13). Additionally, Dr. Heusler served as a police academy Instructor at the Greater St. Charles Area Police Academy from 1981 through 1996, providing instruction on juvenile procedures, human behavior, and crisis intervention, as well as providing training seminars for police departments in media relations and cultural diversity. He also served on the Multijurisdictional task force for sexual abuse investigations as well as a member and chairperson of the St. Charles County Sheriff's Advisory Council from 1983 through 2000 (See Curriculum Vitae p.15).

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'W H' followed by a stylized flourish.

Bill Heusler, PsyD

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2024-163 MENTAL HEALTH SERVICES


Company Name: Spectrum Psychological associates		
Company Address: 1728 West Marine View Drive, Suite 109/226		
City: Everett	State: WA	ZIP: 98201
Tax ID #: 2711796855	UBI #: 60298761600010001	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. Corporation		
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: spectrumpsyhwa.com	City of Everett Business License # 63513	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
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 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.

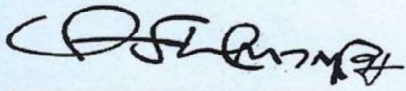
Authorizing Official Name: Bill Heusler, PsyD	Authorizing Official Title: Owner/Partner
Authorizing Official Email: bill@spectrumpsyhwa.com	Authorizing Official Phone: 206-909-7633
Authorizing Official Signature and Date: 01/23/2025 	

Washington State Department of Health

By the authority of Chapter 18.83 RCW this person

William C Heusler

is granted a ate Department of
Psychologist License



Secretary

Status
ACTIVE

Effective Date
06/10/2024

Initial Issuance
09/01/2009

Credential Number
PY 60063022
Expiration Date
06/08/2025

Do not let your credential expire!

You must make sure the Department of Health has your renewal before it expires. It is a violation of the law to practice without a current license and may be subject to disciplinary action.

A timely postmark on your renewal will not prevent an expired credential.

Renewals sent by mail take about two weeks to process.

Your CE due date is: 06/08/2025

Personal Copy of Your Credential

Washington State Department of Health
By the authority of Chapter 18.83 RCW this person
William C Heusler

Is granted a Department of
Psychologist License

Status
ACTIVE



Secretary

Credential Number
PY 60063022

Expiration Date
06/08/2025

You are responsible for knowing all laws and rules related to **Psychologists**.

Current Psychologist RCWs and WACs are at:

<http://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/Psychologist/Laws>

Sign up to get important information about your profession and others. Go to www.doh.wa.gov and select the green Subscribe button at the bottom of the page

FORM 4.03 QUESTIONNAIRE

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

1. Qualifications and Relevant Experience

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

Spectrum Psychological Associates, PLLC was founded in January of 2010 by two psychologists- Bill Heusler, PsyD and Tyson Bailey, PsyD ABBP and has since grown to include six additional licensed psychologists and ten mental health counselors on staff.

B. If awarded this contract, who are you proposing will be the primary psychologist(s) for the individual appointments? Include their education, years in the industry, years with the company, details of their experience, etc. If you anticipate sharing the responsibility with other providers, provide the same information as the primaries.

Spectrum Psychological Associates' primary provider for this contract will be Bill Heusler, PsyD, a licensed psychologist in the State of Washington (see the attached curriculum vitae for details and qualifications). Bonnie Zinn, PsyD and Tyson Bailey, PsyD, ABBP, who are both licensed psychologists, will serve as backup and on-call in Dr. Heusler's absence (See attached Curriculum Vitae)

C. Describe your experience working with law enforcement recovering from post-traumatic injury or post-traumatic stress disorder.

Dr. Heusler began his clinical work with law enforcement in 2000 with the publication of his master's thesis on vicarious trauma in law enforcement personnel. Since then, he has worked in various positions as a mental health counselor and a psychologist. Upon opening a solo private practice in 2006 and then Spectrum Psychological Associates in 2010, he has focused on working with traumatized children, adolescents, and first responders, among others, in his practice.

D. Describe your philosophy of practice and what characteristics most distinguish your company from your competitors.

Dr. Heusler and Dr. Bailey established Spectrum Psychological Associates, PLLC to specialize in trauma spectrum disorders and have hired and trained all of our staff in trauma-informed approaches. This means that a person needs to be prepared for psychotherapy related to traumatic issues to avoid being re-traumatized. In other words, we focus on a person's resilience and strengths to be utilized as resources in recovery. This way, a person has the support and resources needed to heal from

trauma, as opposed to being condemned to repeat the trauma experientially in a misguided effort to make it somehow turn out differently. Several modalities are required to achieve this, including Dialectical Behavioral Therapy, Acceptance and Commitment Therapy, Motivational Interviewing, Lifespan Development Therapy, Internal Family Systems Therapy, and Eye Movement Desensitization and Reprocessing therapy, to name few.

Technical Capability, Approach, and Capacity

- A. How will you manage the one-on-one appointment workflow? Describe how employees will schedule appointments with you and what appointment reminders employees can expect to receive.

Dr. Heusler has a 24-hour confidential voicemail system and schedules his own appointments. We have a policy of returning calls within 24 hours regarding a crisis and the next business day for routine appointments. Clients are afforded an email reminder 24 hours before appointments once they have enrolled in the EHR system.

- B. What is your company's availability for this project? Will the proposed primary psychologist be available within the timeframe listed in Section 2.3? How quickly can your psychologists commit to scheduling EPD employees for follow-up appointments? Explain how you will ensure a psychologist will be available for individual appointments.

Spectrum Psychological Associates, PLLC is ready today to provide these services with Dr. Heusler as your primary contact, and in his absence, Dr. Bailey or Dr. Zinn will serve as a backup for any emergent calls and appointments when needed. Their contact information will be available on Dr. Heusler's voice mail as well as on our website: spectrumpsyhwa.com.

- C. Describe how you would conduct individual appointments with officers and civilian staff.

We propose a referral initiation form that would be completed by an authorized supervisor that briefly describes the nature, date, and time of the critical incident to be sent directly to Dr. Heusler via secure email at bill@spectrumpsyhwa.com with instructions to the employee to contact Dr. Heusler directly at 206-909-7633. The referring supervisor is also encouraged to contact Dr. Heusler to describe the nature of the referral. Once contacted, Dr. Heusler will provide a next-business-day appointment and, if needed, crisis response services at the time of initial phone contact. In the event a next-day appointment is not available or feasible, Dr. Heusler will provide alternatives for other appointment times within four to five days. Regardless of whether or not the employee requires or requests a follow-up appointment, a check-in call will be placed to the employee approximately 30 days from the first appointment to check on their status at no charge.

D. How does your approach meet or exceed our needs as described in the scope of work?

Our approach employs the latest research and guidance in trauma treatment. We have proposed training programs to enhance the department's ability to respond and support employees after a critical incident. Research has demonstrated that a person's ability to recover from a traumatic event is strongly related to the context in which that recovery is to occur. The department and the employee's family represent that support network, and enhancing that may be the best part of our proposal in terms of longer-term results. Dr. Heusler is a former law enforcement professional and police academy instructor, Dr. Bailey has extensive training and experience with trauma assessment and treatment and is the past President of Division 56 of the American Psychological Association. Dr. Zinn completed her predoctoral internship working for the Veteran's Administration in a direct service role and completed her Post Doctoral Internship in trauma-informed therapy at Spectrum Psychological Associates this past year year.

E. Describe any additional services that your company offers, including training and Peer Support team assistance.

Spectrum Psychological Associates provides an array of services, and Dr. Heusler has extensive experience consulting with first responder organizations on an informal basis for the last fifteen years. He will be available to the Everett Police Department administration to consult on workplace safety and recovery as well as any additional and relevant training programs.

3. Communication, Customer Services, and Training

A. Provide where your office is located and the service hours in Pacific Time.

Our Everett Office is located at 1728 West Marine View Drive, Suites 109 and 226, Everett, WA 98201 Our hours of operation are Monday Through Friday, 8 AM to 7 PM, depending on the clinician. Both in-person and telehealth are available

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

We recommend at least a monthly meeting with Dr. Heusler and whoever is designated at Everett PD to review Spectrum Psychological Associates' utilization and response. Individual clinical records are protected by our ethics code and state law as privileged; thus, general issues should be discussed, while individual cases will not be discussed without a release of information willingly signed by the employee.

What is your company's policy for returning calls and e-mails?

As indicated above, we make every reasonable effort to return calls within one business day and, in the event of a crisis, as close to immediately as possible.

- C. Describe the ongoing training of your staff to ensure daily working knowledge applicable to this contract.
 - D. We provide regular training for our staff on trauma-informed issues and offer each clinician a yearly stipend to pursue additional training in their specific areas of interest and to meet state licensing requirements.
4. Risk, Performance, and Quality Assurance
- A. Submit no more than five (5) relevant references within the past five years that demonstrate successful performance similar in size and scope as possible as described in this RFP. Include the following for each reference:
 - B. Company or individual name and full address.
 - C. Point of contact name, title, e-mail address, and phone number.
 - D. Contract or Service title, number, start, and completion dates.
 - E. Service description and service details.
 - F. Do you perform customer satisfaction assessments/surveys? If so, how are you rated, and or what feedback have you collected from previous customers?
 - G. What is the average length of your patient engagements?
 - H. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

Spectrum Psychological Associates has not engaged in work of this nature in the past, and we are unaware of any program in any police department with these components and intentions to improve and enhance employee mental health and resilience. We see what the Everett Police Department is proposing is revolutionary in law enforcement, and that is why we are pursuing it. Spectrum Psychological Associates has been involved with the Everett Police Department in supplying counseling and therapy service appointments through the Everett PD program initiated in 2023 to provide any employee with one or two therapy sessions. Although the program may not have been heavily utilized, it is catching on. Dr. Heusler has consulted with the Everett Police Department and others in developing that program, as well as with the Everett Police Department in interviewing and hiring a wellness coordinator.

FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2024-163 MENTAL HEALTH SERVICES

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),
Bill Heusler, PsyD & Spectrum
Psychological Associates _____ 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.

Bill Heusler, PsyD & Spectrum
Psychological Associates
The Supplier, _____, 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

Owner/Partner

Title of Authorized Official

01/23/2025

Date

FORM 4.05 CERTIFICATION REGARDING LOBBYING BY CONTRACTOR (150K & ABOVE)

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,, 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.

WV/K
Signature of Contractor

....., PayD
Print Name

Owner/Partner
Title

01/23/2025
Date

1728 West Marine View Drive Suite 109 & 226
Address

Everett, WA 98201
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.

Spectrum Psychological

The Contractor, Associates, PLLC, 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

Bill Heusler, PsyD

Print Name
Owner/Partner

Title
01/23/2024

Date
1728 W. Marine View Drive, Suite 109/226

Address
Everett WA 98201

City, State, ZIP

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

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

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 _____ <i>if known</i> : Congressional District, <i>if known</i> : 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> :		
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> <div style="text-align: center;">No Lobbying Activities to Report</div>		
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.			Signature: _____ Print Name: <u>Bill Heusler, PsyD</u> Bi Title: <u>Owner/partner</u> Telephone No.: <u>206-909-7633</u> <div style="text-align: right;">Date: <u>01/23/2025</u></div>		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

Page 17 of 53

Curriculum Vitae

William C. Heusler, Psy.D.

1728 West Marine View Drive, Suite 226

Everett, Washington 98201

206-909-7633

E-mail: bill@spectrumpsychwa.com or wheusler@antioch.edu

Education:

- 2007** **Doctor of Psychology**, Washington School of Professional Psychology, Argosy University/Seattle, Clinical Psychology.
- 2005** **Master of Arts**, Washington School of Professional Psychology, Argosy University/Seattle, Clinical Psychology.
- 2000** **Master of Arts**, Lindenwood University, Professional Counseling.
- 1982** **Bachelor of Science**, Lindenwood University, Psychology and Education.

Licensure & Certifications:

- 09/09** **Licensed Psychologist**, State of Washington, #PY60063022, expires: 06/08/25.
- 03/04** **National Certified Counselor**, National Board of Certified Counselors, #91472, expired: 06/30/14.
- 08/03** **Licensed Mental Health Counselor**, State of Washington, #LH00008400, expired: 06/08/11.
- 05/02** **Physical Aggression and Restraint Training Certification (P.A.R.T.)**, Seattle Children's Home.
- 01/01** **Mental Health Professional (MHP)**, Seattle Children's Home.
- 01/01** **Child Mental Health Specialist (CMHS)**, Seattle Children's Home.
- 03/83** **Generalist Instructor (Law Enforcement) Certification**, State of Missouri, Department of Public Safety, expired: 08/96.
- 11/81** **Certified Peace Officer**, State of Missouri, Department of Public Safety, expired: 12/83.

Employment and Work Experience:

Experience with mental health and community services-

- 01/21-Present Partner- Spectrum Psychiatric Associates**, Everett & Seattle, Washington.
Duties include- administrative oversight and supervision, providing support for the provision of psychiatric services provided by psychiatric ARNPs and facilitate referrals between Spectrum Psychological Associates and Spectrum Psychiatric Associates.
- 02/10-Present Owner- Spectrum Psychological Associates**, Everett & Seattle, Washington.
Services include- psychotherapy, family therapy, couples therapy, play therapy, supervision of student practicum experiences, supervision of pre-licensure mental health clinicians, psychological assessment, and forensic assessment.
- 02/08-02/10** **Post-doctoral Fellow**, Fremont Community Therapy Project, Seattle. Forensic Assessment. Responsibilities included- providing forensic assessments for area corporations, businesses, & the criminal justice system.

- 07/05-02/10 Mental Health Counselor Private Practice**, Lynnwood, Washington. Responsibilities included- the provision of psychotherapy services, family therapy, couples therapy, play therapy, practicum student supervision (master's level), supervision of mental health counselors seeking licensure, and assessment services. Clients included children, adolescents, adults, families, and couples.
- 07/06-07/07 Pre-doctoral APPIC Internship**, The Everett Clinic Center for Behavioral Health- Child & Family Track, Everett, Washington. Responsibilities included- assessment, evaluation, and the provision of psychotherapy services for children, adolescents, and adult clients and their families. Training included monthly Grand Rounds with focus on psychopharmacology with the consulting psychologists and medical issues in health psychology.
- 02/03-06/06 Manager of Residential Services**, Seattle Children's Home, Seattle, Washington. Responsible for management and supervision of all residential treatment programs consisting of a 21-bed long-term secure residential treatment program segmented into different cottages based on client treatment phase and progress, as well as ten child and adolescent crisis beds. Responsibilities included the supervision of all non-medical clinical staff, clinical program direction and development, employee management, training, Children's Crisis Response Team for King County, treatment team development, and the overall administration of the residential treatment program.
- 09/04-07/05 Practicum Counselor**, Alderwood Psychological Services Group, Lynnwood, Washington. Pre-doctoral level practicum. Responsibilities included- the provision of psychotherapy services, family therapy, couples therapy, play therapy, and assessment services under the supervision of Kathleen Wetherbee, Ph.D.
- 09/03-08/04 Practicum Counselor**, Community Access Department, Highline West Seattle Community Mental Health, Seattle, Washington. Pre-doctoral level practicum. Responsible for the provision of crisis services for all assigned next day appointments from Harborview Medical Center's Emergency Department as well as the provision of case management, psychotherapy, and assessment services as assigned. Supervised by Elizabeth Milo, Ph.D.
- 06/02-02/03 Clinical Supervisor**, The McGraw Center, Seattle Children's Home, Seattle, Washington. Responsibilities included- the supervision of all non-medical clinical staff, clinical program direction and development, employee management, as well as treatment team development and supervision of case managers, therapists, and chemical dependency counselors within a 19-bed long-term secure residential treatment program for children and adolescents.
- 01/01-06/02 Outpatient Therapist**, Seattle Children's Home, Seattle, Washington. Responsible for the provision of psychotherapy, family therapy, case management, and assessment services for children, adolescents, and their families. Supervised practice hours completed: 3500 hrs.
- 04/99-09/99 Practicum Counselor**, Youth In Need, Inc., St. Charles, Missouri. Masters level practicum. Responsible for providing crisis intervention and counseling services for adolescent offenders in the Juvenile Court Diversion program and in the Victims of Crime counseling program under the supervision of various master's level staff and Pam Nickels, Ph.D.

- 01/81-12/83 Director of Administration and Personnel Services**, St. Charles County Sheriff's Department, St. Charles, Missouri. Responsible for the supervision of Administration, Personnel, Recruitment of all staff as well as of undercover narcotics personnel, Internal Affairs, Training, Communications, Records, Planning & Research, Public Relations, Juvenile Affairs, Special Investigations, and Disaster Response.
- 11/78-01/81 Deputy Juvenile Officer**, 11th Judicial Circuit Court, St. Charles, Lincoln, and Pike Counties, Missouri. Responsible for legal, investigative, school liaison, placement, counseling, probation supervision, and home study services, including assessment and referral for chemical dependency and mental health issues in families.
- 06/73-11/78 Recreational Therapist & Psychiatric Technician**, DePaul Community Health Center- St. Vincent's Division, St. Louis, Missouri. Responsible for the development and delivery of patient care, activity therapy, leisure counseling, occupational therapy, and recreational therapy services. Served as a member of the psychiatric diagnostic and treatment team that included monthly in-service training in psychopharmacology, crisis intervention, activity and occupational therapy, and therapeutic recreation.

Experience with teaching, training, and seminar development-

- 08/14-Present Core Faculty- PsyD Graduate Program**, Antioch University, Seattle, Washington. Provide supervision of student work and dissertation completion support, student advising, instruction for courses assigned within the graduate psychology program including, Personality Assessment, Introduction to Psychopharmacology & Medical Issues in Psychology, Psychopharmacology of Drugs of Abuse, Consultation & Supervision, Professional and Career Development, Lifespan Development- Childhood and Adolescence, Adult Development, Interventions I & III, Dissertation Seminar, Group Psychotherapy, and various other courses.
- 05/12/2022 Trauma Informed Care**, HealthPoint, Seattle Washington. Presentation on Trauma-Informed care for medical professionals and employees of HealthPoint. Co-presented with Laura Brown, PhD, 1.25 Hours
- 09/12-8/14 Teaching Faculty- PsyD Graduate Program**, Antioch University, Seattle, Washington. Provide supervision of student work and dissertation completion support, instruction for courses assigned within the graduate psychology program including, Personality Assessment, Introduction to Psychopharmacology & Medical Issues in Psychology, Psychopharmacology of Drugs of Abuse, Professional and Career Development, Lifespan Development- Childhood and Adolescence, Adult Development, Adult Psychotherapy, Dissertation Seminar, Group Psychotherapy, and various assessment courses.
- 10/09-09/12 Adjunct Faculty- PsyD Program**, Antioch University, Seattle, Washington. Instruction of courses as assigned including Introduction to Psychopharmacology and Medical Issues in Psychology and Child Development
- 02/08 Assessing the Cultural Competence of Expert Forensic Psychological Evaluations**, Washington State Trial Lawyers Association, Proving the Unseen Injury: Psychological Damages seminar, Seattle, Washington.

- 02/08 Narrative Therapy in a Behavioral Medicine Context**, The Everett Clinic, Everett, Washington. Developed and delivered this interactive one-hour seminar for the APPIC Internship Program at The Everett Clinic Center for Behavioral Health.
- 11/07 Symposium Co-presenter, Gender Issues for Firefighters: Prevention and Treatment Strategies**, 23rd International Society of Traumatic Stress Studies Annual Meeting, Baltimore, Maryland.
- 10/06 Guest Lecturer/Facilitator**, Argosy University/Seattle, Seattle, Washington. Invited by Douglas Whiteside, PhD to deliver a lecture on writing psychological assessment reports for the graduate Integrative Assessment class at Argosy University/Seattle.
- 10/05 Situational Leadership and Management Strategies in a Residential Treatment Setting**, Seattle Children's Home, Seattle, Washington. Developed and delivered this twelve-hour training program based on the Situational Leadership model for supervisory staff within a residential treatment setting.
- 10/05 Guest Lecturer/Facilitator**, Argosy University/Seattle, Seattle, Washington. Invited by Bonnie Wolkenstein, PhD to deliver a lecture on Attention Deficit/Hyperactivity Disorder for the graduate psychopathology class at Argosy University.
- 09/05-12/05 Integrative Assessment Teaching Assistant**, Argosy University/Seattle, Seattle, Washington. Responsible for, and in conjunction with the associate professor, Douglas Whiteside, PhD class preparation, assignment grading, and teaching assigned material.
- 02/05 Residential Mental Health Services Through a Collaborative Problem Solving Perspective**, Seattle Children's Home, Seattle, Washington. Co-developed and delivered this sixteen-hour training program on the Collaborative Problem Solving model that now serves as the residential milieu treatment model at Seattle Children's Home for line staff, nursing personnel, therapists, recreational therapy workers, and psychiatrists.
- 01/05 Dialectical Behavioral Therapy (DBT) Skills Training in an Individual Outpatient Therapy Context**, Seattle Children's Home, Seattle, Washington. Developed and delivered this two-hour training that provided an overview of DBT skills and efficacious delivery methods in individual therapy in an outpatient setting.
- 11/04 Postmodern Therapy Approaches in Residential Settings- Collaborative, Respectful Counseling**, Seattle Children's Home, Seattle, Washington. Developed and delivered this eight-hour training program for therapists on how to transform adversarial relationships into productive and collaborative partnerships utilizing Solution Focused Therapy, Solution Oriented Therapy, Inclusive Therapy, Narrative Therapy, Collaborative Language Systems Therapy, and Reflecting Teams.
- 09/04-12/04 Cognitive Assessment Teaching Assistant**, Argosy University/Seattle, Seattle, Washington. Responsible for, and in conjunction with the associate professor, class preparation, assignment grading, and teaching assigned material.
- 03/04 Guest Lecturer/Facilitator**, Antioch University, Seattle, Washington. Participated as class facilitator with Elizabeth Milo, Ph.D. for the graduate class

in infant and early childhood development at Antioch University. Presentation topic: Trauma and difficult to treat children.

- 01/03- 04/03 Objective Assessment Teaching Assistant**, Argosy University/Seattle, Seattle Washington. Responsible for, and in conjunction with the associate professor, class preparation, assignment grading, and teaching assigned material. This included the development and delivery of a three-hour lecture/program for providing client test results and feedback within a collaborative context. I have returned on nine subsequent occasions to deliver this lecture at the invitation of Laura Brown, Ph.D.
- 08/03 Writing Effective Treatment Notes**, Seattle Children's Home, Seattle, Washington. Developed and delivered this one-hour seminar designed to assist line staff in a residential treatment setting to write effective chart notes regarding the clients under their care.
- 05/03 Trauma in Children**, Seattle Children's Home, Seattle, Washington. Developed and delivered this one-hour seminar on the impact of psychological trauma on children and adolescents in the context of a residential treatment setting.
- 09/99-05/00 Instructor**, Lindenwood University, St. Charles, Missouri. Developed curriculum and taught desktop publishing/commercial art production classes for undergraduate students at the university.
- 05/97 Law Enforcement and the Media**, St. Charles County Sheriff's Department, St. Charles, Missouri. Co-developed and delivered this two-day seminar to the St. Charles County Sheriff's Department with multiple Emmy Award winning television news anchor and investigative reporter, Dennis Riggs. The seminar's focus was on training line police officers to deal with the media effectively, especially within the context of crime scenes and disaster sites.
- 06/87-12/95 Attending Success Seminars and Intensive Training Programs**, the William Thomas Agency, Inc., St. Charles, Missouri. As the President and owner of this marketing and advertising agency I developed and delivered this series of training programs that ranged in topics from sales tactics and strategies, consumer relations, telephone sales and demeanor, sales management, effective employee motivation and management, strategies and tactics in leadership, time management, proactive employee selection and development, and customer networking/development. The programs ranged from 8 hours to 80 hours depending on the topic and needs of the client and were provided for a variety of companies and settings including: Glamour Shots (St. Louis, MO, Peoria, IL, and Evanston, IN); Lindbergh Cadillac (St. Louis, MO); Jappy Dickson Cadillac, Oldsmobile, and Toyota (Quincy, IL); B. Loehr Temporaries (St. Louis, MO); Lender's Mortgage Services (St. Louis MO, Kansas City, MO, and San Antonio, TX); WGEM Television (Quincy, IL); Sunny 101 Radio (St. Louis, MO); Meyer Real Estate Homes for Living (St. Charles, MO); Home Mortgage, Inc. (St. Louis, MO); LMS Automation (St. Louis, MO and St. Petersburg Beach, FL); The St. Louis American Newspaper (St. Louis, MO); The Pitch Alternative Newspaper (Kansas City, MO); AutoTire (St. Louis, MO); Prestige Title Company (St. Louis, MO); Lindenwood University (St. Charles, MO); The Home Builder's Association of Greater St. Louis (St. Louis, MO); The Flooring Industry Council (St. Louis, MO); Jim Lynch Cadillac & Toyota (St. Louis, MO); St. Louis Schwinn Dealer's Association (St. Louis, MO); Granada Cyclery (St. Charles, MO), and others.

- 09/85-05/86** **Instructor**, St. Mary's College, O'Fallon, Missouri. Developed curriculum and taught the Introduction to Marketing class at this 2-year college for two semesters.
- 04/83** **Telephone Crisis Intervention and Consumer Relations Training Program**, CPC Weldon Spring Hospital, St. Charles, Missouri. Developed and implemented this program including training of all employees in crisis intervention strategies and tactics, telephone demeanor, and communications for the hospital's hotline.
- 06/82** **Law Enforcement and Cultural Diversity**, St. Charles Area Law Enforcement Training Academy, St. Charles, Missouri, Responsible for the development of one of the first police seminars in the State of Missouri on human diversity.
- 01/82-05/95** **Generalist Instructor**, St. Charles Area Law Enforcement Training Academy, St. Charles, Missouri. Responsible for the development of curriculum, instructional objectives, instructional materials, and teaching police academy classes as assigned, primarily in the areas of human behavior, domestic violence, juvenile procedures, child abuse investigations, crisis intervention, and media relations.
- 01/78-05/78** **Senior Experiential Learning Program- Teaching Assistant for Introductory Undergraduate Psychology Classes**, Lindenwood University, St. Charles, Missouri. Responsible for, and in conjunction with psychology department chairperson, the development of curriculum, student learning assessment and assignment grading, and class experiential program development and implementation for the introductory psychology class.
- 09/77-01/78** **Student Teaching Practicum**, Lindenwood University and Fort Zumwalt School District, St. Charles, Missouri. Responsible for assisting teacher and for teaching assigned classes in psychology and African American history for high school students.

Experience with business management and marketing services-

- 12/20-Present** **Owner/Partner, Spectrum Psychiatric Associates, PLLC.** A psychiatric private practice with services including psychiatric assessment and medication management as well as administrative supervision of three Psychiatric Advanced Nurse Practitioners (ARNP) across two offices.
- 02/10-Present** **Owner/Partner, Bill Heusler, PsyD. PLLC, DBA: Spectrum Psychological Associates.** A psychology private practice with services including- psychotherapy, assessment, and forensic assessment services as well as administrative and clinical supervision of sixteen clinicians across three office locations.
- 03/96-01/10** **Owner, MindShare Marketing & Communications.** An advertising, marketing, creative materials development, audio and video production, media services, and organizational development consultation
- 01/98-05/00** **Graduate Assistant, Lindenwood University**, St. Charles, Missouri. Responsible for development of a five-year adult education marketing plan, admissions counseling, recruitment, and teaching selected desktop publishing/commercial art classes.
- 07/96-07/98** **Account Manager, Innovations in Art, Inc.,** St. Louis, Missouri. A business communication, three-dimensional art, and museum exhibit production company.
- 03/87-12/95** **President, The William Thomas Agency, Inc.,** St. Charles, Missouri. A full-service marketing, advertising, and public relations firm.

- 01/85-02/87 Account Executive, Kupper/Parker Communications, St. Louis, Missouri.**
Responsible for marketing and advertising accounts sales, service, and planning.
- 01/84-12/84 Marketing Director, CPC Weldon Spring Hospital, St. Charles, Missouri.**
Responsible for achieving high levels of utilization for inpatient psychiatric and chemical dependency programs for children, adolescents, and young adults.
Assisted the hospital in developing the first inpatient treatment program for children victimized by sexual abuse.

Training Received:

- 08/2024 American Psychological Association 132nd Annual Convention-** Physical Activity Affects More Than You Think; Helping Families of Treatment Refusers; Psychological Bias in the Legal System; Event-Centric Diagnosis of Posttraumatic Stress Disorder; Integrating Culture into Clinical Work; Humanistic Perspectives on Hypnosis; A Comparative Investigation into the Mechanisms That Support Multidimensional Categorization; Using Science to Strengthen Hypnosis; WAIS-5: An Introduction to the Updated Test Model; Clinical and Forensic Assessment of Dissociation; Becoming a Competent Trauma Psychologist: Progress to Date and Future Directions; Sophisticating Mindfulness: an Introduction to the Root Teachings of Mindfulness and Implications for Western Clinical Psychology; A Private Practitioner in Public Service: Expanding the Reach of Practice. American Psychological Association 132nd Annual Convention in Seattle, WA. 13 Hours.
- 08/2024 National Council of Schools & Programs of Professional Psychology (NCSPP)- 2024 Midsummer Conference:** The Use of Artificial Intelligence in Clinical Training: Ethical and Practical Considerations and Drawbacks. Robert Pate, PsyD & Carilyn Ellis, PsyD. 2.25 hours.
- 08/2024 National Council of Schools & Programs of Professional Psychology (NCSPP)- 2024 Midsummer Conference:** From Marginalization to Empowerment: Supporting TGGD Students in Academic and Clinical Settings. Sexual Orientation & Diversity Committee. 1 hour.
- 08/2023 American Psychological Association 131st Annual Convention-** Nicotine Addiction and Smoking: What a Historical and Psychopharmacology Perspective Tells Us About Addiction; Jewish/Black Collaboration Against Racism; Decolonizing the Psychology Classroom: Creating A Social Justice Primer; Transpersonal Perspectives on Hypnosis and Hypnotic-Like Phenomena. American Psychological Association 131st Annual Convention, Washington, DC. 5 Hours.
- 09/2022 Washington State Psychological Association-** Inviting Death to Tea: Relational, Trauma-Informed Strategies for Being Present with Individuals Who Experience Chronic Suicidal Ideation and Urges. WSPA, Tyson Bailey, PsyD, ABPP, 6 Hours
- 06//2022 PESI-** Janina Fisher's Certified Clinical Trauma Professional Level 1: the Neurobiology Legacy of Trauma, PESI, Janina Fisher, PhD 23.5 Hours.
- 01/ 2022 National Council of Schools and Programs of Professional Psychology (NCSPP)- 2022 Mid-Winter Conference:** Engaging faculty in the pursuit of social justice, decolonial pedagogy, Melissa Kennedy, PhD, Jude Bergkamp, PsyD,

Cynthia Schneider, MA.Ed, Jack Krizizke, BA; Where is relationship as a competency? Lavita Nadami, PhD, Lorraine Mangione, PhD; From the Bottom Up: BIPOC doctoral students' feedback to program faculty and administration, Jude Bergkamp, PsyD, Michelle Martinez, MA, Claudia Miranda, MA; The role of culture, context, and community engagement, Gilbert Newman, PhD, Cheryl Grills, PhD. 5.25 Hours.

- 09/2020** **Pearson-** Introduction to MMPI-3. Pearson, Yossef Ben-Porath, PhD, 6 Hours.
- 08/2020** **American Psychological Association 128th Annual Convention-** Ethics, Test Standards, and Test Interpretation: Measurement Matters; Not All That Blows Up Is Bipolar (...But Some of It Is): Latest Practice Update and Best Free Tools; Emotion-Centered Problem-Solving Therapy to Reduce Suicide Risk; Advancing Ethics for the Next Decade: An Indigenous Perspective on Research, Supervision, and Practice; Forensic Assessment of Psychological Injury: Avoiding Common Ethical and Legal Pitfalls; Navigating Through Loss and Grief: Meaning-Making Along the Journey; Harm Reduction Treatment for Substance Use Disorders: Meeting People Where They're At; Pediatric Integrated Primary Care: The Why, How, and Who of an Integrated Training Clinic; Power, Sex, Community, and Headspace: Working Clinically With BDSM/Kink Sexualities and Communities; Assessing Military Clients for Trauma and Posttraumatic Stress Disorder; Introducing the MMPI-3; Positive Psychotherapy: Integrating the Yin and Yang of Human Experience; Strategies for Broaching the Subjects of Race, Ethnicity, and Culture With Clients; Managing Difficult Reactions to Psychotherapy Clients; Suicide Safety Planning: Integrating a New Mobile Safety Planning Tool Into Your Clinical Practice; Working With Trainees With Competence Problems: Ethical, Legal, and Multicultural Considerations; Lifelong Learning as a Clinical Supervisor: How to Promote Skill-Building and Self-Reflection; Home-Based Telehealth Now and in the Future: From Set-up to Reimbursement; Violence and Mental Illness. 128th Annual Convention, 47.5 Hours.
- 04/2019** **Wisemind.com-** Neuroscience of Trauma; War. Wisemind Training Programs, 1 Hour, online.
- 08/2018** **American Psychological Association 126th Annual Convention-** Leaving it at the Office- Psychologist Self-Care and Revitalization; Using Knowledge Translation to Promote Evidence-Based Practice; Psychotherapy Relationships That Work- Translating Meta-Analytic Results into Clinical Practices; What Every Psychologist Should Know About Marijuana- Correcting Myths and Misperceptions; The Impact of Global Politics and the Trump Era on Psychology; Utilizing a Multicultural Framework in Trauma Psychology- Theory, Research, and Practice; Invited Address: master lecture- Michael H. Bond, PhD- A pilgrim's progress at the Interface of Culture and Social Psychology. 126th Annual Convention, American Psychological Association, 11 hours, San Francisco, CA
- 02/2016** **Acceptance and Commitment Therapy as a Unified Model of Behavior Change,** American Psychological Association Education Directorate, Stephen Hayes, Ph.D., 2 hours.
- 02/2016** **Therapist Use of Client Strengths: A Qualitative Study of Positive Processes,** American Psychological Association Education Directorate, Michael Scheel, Ph.D., 2 hours.

- 01/2016** **Cultural Competence in Trauma Therapy: Beyond the Flashback**, American Psychological Association Education Directorate, Laura Brown, Ph.D., ABPP, 7.5 hours.
- 03/2015** **Suicide Assessment & Treatment**, The Washington State Coalition of Mental Health Professionals and Consumers, Robin Shapiro, LICSW, 6 hours.
- 04/2014** **Psychotherapy Relationships that Work: Tailoring the Treatment to the Individual Patient**, Washington State Psychological Association, John Norcross, Ph.D., ABPP, 4 hours.
- 08/2013** **Personality Assessment Inventory/ Assessment of Malingering**, *Psychological Assessment Resources, Inc.*, David Schwartz, Ph.D., 3 hours.
- 04/2013** **“What Should I Do”- The Ethics of Marketing, Money, and Managed Care**, *ContinuingEdCourses.Net, Inc.*, Gerald Koocher, Ph.D. & Patricia Keith-Spiegel, Ph.D., 4 hours.
- 10/10-11/11** **Forensic Psychological Practice**, *Laura Brown, Ph.D. Lecture Series*, Laura Brown, Ph.D., ABPP, 16 hours.
- 05/2010** **Motivational Interviewing**, *Argosy University/Seattle*, Douglas Kerr, Ph.D., 12 hours.
- 09/2009** **EPPP Home Study Program**, *Academic Review*, 78 hours.
- 07/2009** **Strengths-Based Engagement, A Comprehensive Approach to Working With Adolescents and Families**, *Seattle Pacific University*, Bob Bertolino, Ph.D., 6 hours.
- 05/2009** **Sexuality and Religious Beliefs in Psychotherapy: Ethical Challenges for Clinicians**, *Fremont Community Therapy Project*, Beverly Greene, Ph.D., ABPP, 6 hours.
- 11/2008** **Forensic Custody Evaluations**, *Fremont Community Therapy Project*, Andy Benjamin, J.D., Ph.D., ABPP, 1 hour.
- 09/2008** **Administration, Scoring, and Interpretation for the WAIS-IV**, *Argosy University*, Patrick J. Moran, Ph.D., 6 hours.
- 06/2008** **HIV/AIDS Education**, *Health Information Network*, 7 hours, Seattle, Washington.
- 05/2008** **EMDR Basic Training II**. *EMDR Institute, Inc.*, Barbara Parrett, RN, MS, 20 hours.
- 02/2008** **EMDR Basic Training I**. *EMDR Institute, Inc.*, Barbara Parrett, RN, MS, 20 hours.
- 11/2007** **Preventing Trauma and its Effects: A Collaborative Agenda for Scientists, Practitioners, Advocates, and Policy Makers-** Gender Issues for Firefighters: Prevention and Treatment Strategies; The Imprint of Trauma: On Minds, Bodies, Lives, and Societies; Trauma-Related Cognitions and Distress: Empirical Considerations for Intervention and Prevention; Developing Preparation Programs Designed to Prevent the Likelihood of Work-Related Traumatization; Dual-Trauma Couples: The Interactive Effects of Complex Trauma; Adolescent Physical Abuse Exposure and Young Adult Outcomes; Promoting Wellness and Resilience Among Firefighters and Other First Responders; Betrayal Trauma: the Ethics of Diagnosis and Treatment; Beyond Walter Reed: lessons Unlearned About the Impact of War from Vietnam to Iraq. *23rd Annual Meeting, International Society of Traumatic Stress Studies*, 11.25 hours, Baltimore, Maryland.

- 09/06-06/07 Clinical Hypnosis, *The Everett Clinic Center for Behavioral Health*, Paul Schoenfeld, Ph.D., 30 hours.**
- 10/06-02/07 Feminist Approaches to the Treatment of Complex Trauma, *Laura Brown, Ph.D. Lecture Series*, Laura Brown, Ph.D., ABPP, 12 hours, Seattle, Washington.**
- 01/2007 When Push Comes to Shove: Contemporary Research, Assessment, and Treatment Innovations for Partner Abuse, *Faces Home Study Programs*, David B. Wexler, Ph.D., 7 hours.**
- 01/2007 Advanced Trauma Treatment, *Faces Home Study Programs*, Bessel van der Kolk, MD, 3 hours.**
- 01/2007 Treating Depression with Hypnosis: Key Principles and Methods, *Faces Home Study Programs*, Michael Yapko, Ph.D., 3 hours.**
- 01/2007 Risk Assessment for Violence, *Faces Home Study Programs*, Phillip Resnick, MD, 3 hours.**
- 10/2006 How to Stay Out of Trouble With Everyone: Law and Ethics for the Mental Health Provider, *Faces Home Study Programs*, Stephen R. Feldman, J.D., Ph.D., 6 hours.**
- 08/2006 Everything You Need to Know about Neuropsychological and Neurodevelopmental Evaluation, *Providence Everett Medical Center*, Katherine Johnson, Ph.D. & Paul Schoenfeld, Ph.D., 1 hour, Everett, Washington.**
- 07/2006 Disaster Preparedness in Snohomish County, *Providence Everett Medical Center*, Richard Rafoth, MD, 1 hour, Everett, Washington.**
- 07/06-07/07 Psychopharmacology Consultation. *The Everett Clinic Center for Behavioral Health*, Robert Fink, MD, 12 hours, Everett, WA**
- 04/2006 International Exploitation of Sexually Trafficked Women and Children, *Laura Brown, Ph.D. Lecture Series*, Wendy Freed, MD, 3 hours, Seattle, Washington.**
- 04/2005 Ethics & Law, Healing and Treating Trauma, Anger, and Violence. *Faces Conferences & Home Study Programs*, Stephen R. Feldman, J.D., Ph.D., 6 hours, Seattle, Washington.**
- 04/2005 Psychotherapy of Personality Disorders and Trauma, Healing and Treating Trauma, Anger, and Violence. *Faces Conferences & Home Study Programs*, Steven K. Reed, Ph.D., 1.5 hours, Seattle, Washington.**
- 04/2005 Therapeutic Interventions for Unresolved Trauma, Healing and Treating Trauma, Anger, and Violence. *Faces Conferences & Home Study Programs*, Shelly Uram, MD, 1.5 hours Seattle, Washington.**
- 04/2005 Healing Family Violence, Healing and Treating Trauma, Anger, and Violence. *Faces Conferences & Home Study Programs*, Cloe Madanes, Licenciada in Psychology, 1.5 hours, Seattle, Washington.**
- 04/2005 Couples: Dilemmas & Solutions, Healing and Treating Trauma, Anger, and Violence. *Faces Conferences & Home Study Programs*, Cloe Madanes, Licenciada in Psychology, 1.5 hours, Seattle, Washington.**
- 04/2005 Complex Psychological Trauma: Connecting BPD to Post-Traumatic Stress, Healing and Treating Trauma, Anger, and Violence. *Faces Conferences & Home Study Programs*, John Briere, Ph.D., 1.5 hours, Seattle, Washington.**
- 04/2005 Treating Complex Post-Traumatic Stress, Healing and Treating Trauma, Anger, and Violence. *Faces Conferences & Home Study Programs*, John Briere, Ph.D., 1.5 hours, Seattle, Washington.**

- 04/2005** **Spirituality: The Missing Dimensions in Psychology**, Healing and Treating Trauma, Anger, and Violence. *Faces Conferences & Home Study Programs*, Bill O'Hanlon, MS, 1.5 hours Seattle, Washington.
- 04/2005** **Keeping Your Soul Alive: Spiritual, Personal, and Professional Renewal**, Healing and Treating Trauma, Anger, and Violence. *Faces Conferences & Home Study Programs*, Bill O'Hanlon, MS, 1.5 hours Seattle, Washington.
- 03/2005** **Developing a Functional Assessment of Children and Adolescents in Residential Settings**, *Seattle Children's Home*, Terry Coleman, MA, 4 hours, Seattle, Washington.
- 11/2004** **Family Therapy in a Residential Treatment Center Context**, *Seattle Children's Home*, Diana O'Neill, MA, 8 hours, Seattle, Washington.
- 08/2004** **Heartsaver First Aid Program- First Aid/CPR/Environmental**, *Seattle Children's Home*, American Heart Association, 8 hours, Seattle Washington.
- 02/2004** **The Promise of Attachment Theory, Clinical Applications With Children, Families, and Adults**, *Robert Cassidy Seminars*, Daniel J. Siegel, MD, Diana Fosha, Ph.D., Glen Cooper, MA, Kent Hoffman, Rel.D., Bert Powell, MA, 14 hours, Bellevue, Washington.
- 01/2004** **CITI Course in the Protection of Human Research Subjects**, *CITI Program, University of Miami, in conjunction with the Washington State Department of Social & Health Services*. 1.5 hrs, online at:
www1.dshs.wa.gov/rda/hrrs/training.shtm#approved
- 10/2003** **Fragmentation and Integration in the Wake of Psychological Trauma: Risk Management in Trauma Treatment; Working with Complex PTSD: Practical Individual Therapy Skills; Establishing and Protecting the Relationship with Traumatized Clients; Helping Children Overcome PTSD and Shame Associated with Sexual Abuse; Reliving the Past: The Long-Term Consequences of Preverbal Trauma; Recent Research on Revictimization Following Childhood Trauma; Childhood Victimization and Lifetime Revictimization; Becoming the "I" in the Storm: Staying Centered with Abuse Survivors; Trauma Assessment: Issues and Contexts; Treatment Outcome Studies of PTSD; Gender and Trauma; Police, Fire and Community Psychiatric Responses to Child Trauma; Back From the Future (Does where we have been tell us anything about where we are going?); An Update on the Biology of Dissociation; Family Systems and Culturally Sensitive Trauma Treatment; The Emerging Psychobiology of Trauma-Related Dissociation.** *International Society of Traumatic Stress Studies*, 26 hours, Chicago, Illinois.
- 09/2003** **De-escalation Training**, *Highline-West Seattle Mental Health Center*, Ellis Amdur, MA, NCC, 6 hours, Seattle, Washington.
- 04/2003** **Change Oriented Therapy for Youth and Families**, *Argosy University*, Bob Bertolino, Ph.D., 8 hours, Seattle, Washington.
- 11/2002** **Complex Psychological Trauma: Its Correlates and Effects: How to Implement Prolonged Exposure for Chronic PTSD; Treatment of Traumatized Children: A Developmental Perspective; Treating Traumatic Bereavement in Children and Adolescents; Child Holocaust Survivors' Apparently Normal Lives: At What Cost?; Contextual, Therapeutic, and Forensic Paradigms for Complex Trauma; Application of Dialectical Behavior Therapy to Trauma Related Problems; Treating Traumatized Children with Attachment Problems; Treating**

- Children with Complex Child Abuse Trauma; Update on Neurobiology and PTSD in Children and Adolescents; Introduction to Assessment of Adult Complex Trauma Survivors; Contextual Therapy for Complex PTSD: Theory, Research, and Case Study; Complex PTSD in Youth: Developmental-Cross Sectional Comparisons; Prospective Studies of Trauma and Dissociation. *International Society for Traumatic Stress Studies*, 21.5 hours, Baltimore, Maryland.
- 05/2002** **Physical Aggression & Restraint Training Certification**, *Seattle Children's Home*, Terri McNeely, MA, 16 hours, Seattle, Washington.
- 02/2002** **Basic Life Support Training**, *Seattle Children's Home*, Action CPR & First Aid, 4 hours, Seattle, Washington.
- 01/2002** **Filial Play Therapy**, *Seattle Children's Home*, Doris Newkirk, MS, 3 hours, Seattle, Washington.
- 07/01-12/01** **Dialectical Behavioral Therapy Workshop and Seminar Series**, *University of Washington/Harborview Medical Center*, Kate Comtois, Ph.D., et al, 60 hours, Seattle, Washington.
- 09/2001** **Brief Therapy with Troubled Youth and Families**, *Seattle Children's Home*, Bob Bertolino, Ph.D., 8 hours, Seattle, Washington.
- 11/2000** **Infant & Child CPR/First Aid**, *American Red Cross*, Warren Sawyer, 8 hours, Seattle, Washington.
- 10/2000** **HIV/AIDS Education**, *Health Information Network*, 4 hours, Seattle, Washington.
- 03/2000** **Solution-Oriented Hypnosis**, *Therapeutic Collaborations, Consultation, and Training, Inc.*, Bob Bertolino, Ph.D., 8 hours, St. Charles, Missouri.
- 03/2000** **Applications of Play Therapy**, *Lindenwood University*, Maureen D. Taylor, Ed.D., 4 hours, St. Louis, Missouri.
- 11/1999** **Utilizing Trance in the Counseling Process**, *Lindenwood University*, Harry Bradley, MSW, 4 hours, St. Louis, Missouri.
- 06/1999** **Opening Possibilities**, *University of Missouri at St. Louis*, Bill O'Hanlon, MS, 16 hours, St. Louis, Missouri.
- 05/1999** **Solution-Oriented, Possibility Therapy with Youth and Families**, *Therapeutic Collaborations, Consultation, and Training, Inc.*, Bob Bertolino, Ph.D., 8 hours, St. Charles, Missouri.
- 05/1998** **Strategic Interventions In a Violent Culture**, *Lindenwood University*, Simon Koski, L.P.C. and Thomas Ourth, L.C.S.W., 2 hours, St. Charles, Missouri.
- 01/1998** **Non-directive Play Therapy**, *Lindenwood University*, Maureen D. Taylor, Ed.D., 2 hours, St. Charles, Missouri.
- 02/1984** **EAP Interventions for Chemical Dependency in Children**, *CPC Weldon Spring Hospital*, Don Sparks of McDonnell Douglas Corporation, 4 hours, Weldon Spring, Missouri.
- 05/1983** **Advanced Leadership in Law Enforcement**, *University of Missouri-Columbia, Law Enforcement Training Institute College of Public & Community Services and the University Extension Division*, FBI Academy Faculty, 16 hours, Columbia, Missouri.
- 04/1983** **Police Discipline**, *The International Association of Chief's of Police*, IACP Faculty, 16 hours, Chicago, Illinois.

- 08/1982** **Law Enforcement Instructor Development**, *Federal Bureau of Investigation Training School at the Missouri Law Enforcement Academy*, FBI Academy Faculty, 40 hours, Jefferson City, Missouri.
- 11/1981** **Basic Law Enforcement Training Program**, *Law Enforcement Academy, Missouri State Highway Patrol, Missouri Department of Public Safety*, 120 hours, Jefferson City, Missouri.
- 07/1979** **Juvenile Code**, *Missouri Juvenile Justice Association*, 12 hours, Ste. Genevieve, Missouri.
- 07/1979** **Juvenile Offender Counseling**, *Missouri Juvenile Justice Association*, 12 hours, Ste. Genevieve, Missouri.
- 06/1976** **Therapeutic Recreation**, *Missouri Therapeutic Recreation Institute*, 6 hours, St. Louis, Missouri.
- 10/1975** **Working with the Alcoholic in an Inpatient Setting**, *DePaul Community Health Center, St. Vincent's Division*, David Ohlms, MD, 4 hours, St. Louis, Missouri.

Book Publication:

Ward, C., Heusler, B., & Fort, K.N. (2022). Resilience-centered counseling; A liberating approach for change and wellbeing. San Diego, CA: Cognella Academic Publishing.

Research:

Current: Faculty Advisor to the Trauma Lab at Antioch University projects-

DeMella & Kaur (2021). Moral injury in healthcare workers during the Covid-19 Pandemic, Antioch University Seattle.

Palmer, K. & Heusler, B. (2023). Firefighters, Humor, & Resilience, Presented at the American Psychological Association Annual Meeting, Antioch University Seattle.

Doctoral Dissertation: Heusler, W. C. (2007). Gender Differences in Response to Traumatic Events in Firefighter/Paramedics on the Trauma Symptom Inventory. Washington School of Professional Psychology, Seattle, WA.

Master's Thesis: Heusler, W. C. (2000). Secondary Traumatic Stress in Law Enforcement Personnel. Lindenwood University, St. Charles, MO.

Dissertations Chaired and Completed:

Bittner, O. J. (2015). Designing a Data-Tracking System for a Private Therapeutic Day School. <https://aura.antioch.edu/etds/260>.

Blessington, S. J. (2023). Exploring the Definition of Resilience: A Convergent Parallel Mixed Methods Study in Adults Over the Age of 65. <https://aura.antioch.edu/etds/985>

Brendler, E. H. (2017). How Eye Movement Desensitization and Reprocessing (EMDR) Trained Therapists Stabilize Clients Prior to Reprocessing with EMDR Therapy. <https://aura.antioch.edu/etds/394>.

Calhoun-Shepard, R. (2019). Polyamorous Millennials in Therapy: Interpreting Experiences to Inform Care. <https://aura.antioch.edu/etds/516>.

Doehne, B. A. (2016). Supporting Student Veterans Utilizing Participatory Curriculum Development. <https://aura.antioch.edu/etds/323>.

Espinosa, A. (2018). Art as a Mindfulness Practice. <https://aura.antioch.edu/etds/450>.

- Garcia, A. D. (2018).** "The Way to Become a Man": The Influence of Commercial Sex on Male Psychosocial Development. <https://aura.antioch.edu/etds/458>.
- LaFleur, L. (2015).** Therapeutic Horseback Riding With Military Veterans: Perspectives of Riders, Instructors, and Volunteers. <https://aura.antioch.edu/etds/238>.
- Lash, M. (2024).** CPS Workers' Perspectives on MST-IPV and Other Interventions For Child Maltreatment and Intimate Partner Violence: A Reflexive Thematic Analysis. <https://aura.antioch.edu/etds/1057>.
- Lazaro, J. L. (2021).** Examining the Relationship Between Five Factors of Mindfulness and Parenting Stress: A Correlational Study of New Mothers. <https://aura.antioch.edu/etds/751>.
- Lohre, S. B. (2017).** Attune With Baby: An Innovative Attunement Program for Parents and Families With Integrated Evaluation. <https://aura.antioch.edu/etds/350>.
- Maxell-Harrison, C. A. (2019).** Involuntary "Whiteness": The Acculturation of Black Doctoral Female Students in the Field of Clinical Psychology. <https://aura.antioch.edu/etds/500>.
- Nelson, J. M. (2019).** Sexually Objectifying Microaggressions in Film: Using Entertainment for Clinical and Educational Purposes. <https://aura.antioch.edu/etds/497>.
- O'Neil, M. (2015).** Evaluating an Organization's Response to Vicarious Trauma in Staff and Multidisciplinary Team Members. <https://aura.antioch.edu/etds/277>.
- Peterson, A. N. (2024).** The Lived Experience of the Covid-19 Pandemic among Mandate-Resistant Adults in Washington State. <https://aura.antioch.edu/etds/1001>.
- Radosteva, A. (2018).** Cultural Consultations in Criminal Forensic Psychology: A Thematic Analysis of the Literature. <https://aura.antioch.edu/etds/445>.
- Spence, H. (2016).** Experiencing the Death of a Formerly Abusive Parent. <https://aura.antioch.edu/etds/278>.
- Trantel, N. (2024).** Therapeutic Interventions for Adolescents with Non-Epileptic Seizures. <https://aura.antioch.edu/etds/1062>.
- Treece, C. A. (2019).** Psychologists' Use of Dogs in Psychotherapy: A Therapeutic Exploration. <https://aura.antioch.edu/etds/471>.
- Turner, A. (2023).** How Racial Trauma Manifests in Black Women from Direct and Indirect Encounters with Police Brutality. <https://aura.antioch.edu/etds/937>.
- Weiser, A. (2018).** From the Perspectives of School Staff: The Helpful and Hindering Factors of Recovery from a School Crisis. <https://aura.antioch.edu/etds/463>.

Affiliations and Memberships:

2014- Present Director, Trauma Interest Group and Research Lab, Antioch University Seattle, PsyD Program

2008-Present Member, Trauma Psychology, Division 56 of the American Psychological Association.

2008-Present Member, American Psychological Association.

2004-2014 Member, National Board of Certified Counselors.

2009-2011 Advertising Advisory Editor, Trauma Psychology Newsletter, Division 56 of the American Psychological Association.

2002-2011 Member, International Society for Traumatic Stress Studies.

1998-2010 Member, American Counseling Association.

2006-2009 Member, International Association of Marriage and Family Counselors.

2001-2008 Member, American Psychological Association of Graduate Students.

- 2002-2006** **Member, Board of Directors, Children's Long-Term Inpatient Treatment Programs (CLIP), State of Washington.**
- 1998-2006** **Member, Association for Specialists in Group Work.**
- 1999-2000** **Secretary/Treasurer, Chi Sigma Iota, Counseling Academic and Professional Honor Society International, Lambda Chi Chapter.**
- 1995-2000** **Chairman, St. Charles County Sheriff's Advisory Council, St. Charles, MO.**
- 1979-1980** **Member, Board of Directors, Safe Kids of St. Louis, St. Louis, MO.**
- 1992-1994** **Member, Board of Directors, Youth Services Network, St. Louis, MO.**
- 1983-1992** **Member, St. Charles County Sheriff's Advisory Council, St. Charles, MO.**
- 1987-1989** **Member, Board of Directors, Youth In Need, Inc., St. Charles, MO.**
- 1979-1980** **Member, Multi-jurisdictional Task Force for Sexual Abuse Investigations and Interventions, St. Charles County, MO.**

Awards & Honors:

- 2008** **American Counseling Association Certificate of Appreciation**, American Counseling Association. "In recognition of dedication to the counseling profession through participation in the ACA Northern Illinois University Pro-Bono Counseling Initiative."
- 2007** **American Counseling Association Certificate of Appreciation**, American Counseling Association. "In recognition of dedication to the counseling profession through participation in the ACA Virginia Tech Pro-Bono Counseling Initiative."
- 2006** **2006 American Psychological Association Science Directorate Dissertation Research Award**, American Psychological Association. Recipient of a \$1,000.00 cash award for expenses associated with doctoral dissertation.
- 2000** **Lindenwood University's Professional Counseling Award**, Lindenwood University. Presented for outstanding academic performance, community service, and emotional growth, St. Charles, Missouri.
- 1998-2000** **Graduate Assistantship**, Lindenwood University. All tuition scholarship and monthly stipend, St. Charles, Missouri.
- 1994** **3 National Telly Awards**, Best Television Commercial Productions for non-network television commercials and programs and non-broadcast video and film productions, National Telly Awards, St. Louis, Missouri.
- 1994** **Marconi Award, Best Radio Commercial**, open category, St. Louis Radio Association, St. Louis, Missouri.
- 1994** **Certificate of Merit**, St. Louis Radio Association, automotive all markets category, St. Louis, Missouri.
- 1991** **2 National Telly Awards**, Best Television Commercial Production, Best Sales Video Production for non-network television commercials and programs and non-broadcast video and film productions, National Telly Awards, St. Louis, Missouri.
- 1989** **Marconi Award**, Best Radio Commercial Production, builder all markets category, St. Louis Radio Association, St. Louis, Missouri.
- 1989** **2 Marconi Certificates of Merit**, Radio Commercial Production, automotive all markets category & builder all markets category, St. Louis Radio Association, St. Louis, Missouri.

- 1988** **2 Marconi Certificates of Merit**, Radio Commercial Production, local real estate category & local automotive category, St. Louis Radio Association, St. Louis, Missouri.
- 1983** **Dedicated Service Award**, presented for outstanding service to law enforcement and the citizens of St. Charles County, St. Charles County Sheriff's Department, St. Charles, Missouri.
- 1979** **Commitment to Youth Award**, presented for dedicated and innovative service to the youth and families of St. Charles County, Youth In Need, Inc., St. Charles, Missouri.
- 1977 & 1978** **Dean's List**, Lindenwood University, St. Charles, Missouri.
- 1973 & 1974** **Dean's List**, Meramec Community College, St. Louis, Missouri.

Tyson D Bailey, PsyD ABPP

Board Certified Clinical Psychologist

Trauma-Informed Therapy and Forensic Assessment Services

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Education

American School of Professional Psychology at Argosy University-Seattle (AUS). Seattle, WA. Clinical Psychology. <i>Clinical Research Project:</i> The Experience of Martial Arts After Interpersonal Trauma: A Qualitative Study. AUS, Seattle, WA. Clinical Psychology.	Psy.D.	Oct 2011
University of Washington (UW). Seattle, WA. Psychology.	M.A.	April 2009
	B.S.	June 2004

Licenses/Certifications

• Licensed Mental Health Counselor (LH60225628) - Inactive	2011
• Washington State Psychologist License (PY60252354)	2012
• Parenting Evaluation Training Program (PETP)	2013
• Assessing and Managing Suicide Risk (AMSR) Certified Trainer	2014-2017
• Board Certified Clinical Psychologist – American Board of Professional Psychology (ABPP)	2019

Affiliations/Memberships

• American Psychological Association	2005
• Affiliated with APA divisions: 56, 42, 41, & 31	2008
• Washington State Psychological Association	2007
• International Society for the Study of Trauma and Dissociation	2016

Current Position

• Private Practice Partner – Spectrum Psychological Associates	2011-Present
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Special Focuses of Practice

- Forensic Psychology – Civil, Criminal, and Family Law
- Neuropsychological and Mental Health Evaluations
- Risk of Violence Assessment
- Multicultural Practice
- Assessment and Treatment of Posttraumatic Reactions
- Eye Movement Desensitization and Reprocessing (EMDR) & Brainspotting
- Dialectical Behavior Therapy (DBT)
- Suicide Assessment and Management

Award

- Division 56 Award for Outstanding Contributions to the Practice of Trauma Psychology 2017

Leadership Roles

- **Washington State Psychological Association**
 - Graduate Student Representative to the Executive Board 2009–2011
 - Early Career Psychologist (ECP) Co-Chair to the Executive Board 2012–2013
 - Executive Director (ED) Hiring Committee 2014
- **APA Division 56: Division of Trauma Psychology**
 - Chair of the Task Force on Assessment of Trauma Sequelae 2010–Present
 - Early Career Psychologist (ECP) Representative to the Executive Committee 2014–2016
 - Practice Representative to ECP Committee 2016–2019
 - President-Elect 2020
 - President 2021
- **APA Committee for Early Career Psychologists (CECP)**
 - Practice Representative 2016–2018
 - Vice Chair 2017
 - 2017 APA Convention Program Chair 2016–2017
 - Chair 2018
- **APA Division 31: State, Provincial and Territorial Psychological Assoc. Affairs**
 - 2020 APA Convention Program Chair 2019–2020

Clinical Supervision Experience

- **Fremont Community Therapy Project, Seattle, WA**
 - Dialectical Behavior Therapy Supervisor 2011–2014
 - Psychological Assessment Consultant and Supervisor 2012–2014
- **Bastyr Center for Natural Health**
 - Clinical Supervisor 2013

Academic Teaching Experience

- **Teaching Assistant for Geoff Loftus, PhD, UW, Seattle, WA.**
 - Introduction to Probability and Statistics in Psychological Research. 2003–2004
- **Teaching Assistant for Enid Griffin, PsyD, AUS, Seattle, WA.**
 - Objective Assessment 2008
- **Instructor, Antioch University, Seattle, WA.**
 - Assessment: Integration 2012

Editorial Positions

- **APA Division 56: Division of Trauma Psychology**
 - Early Career Psychologist Publications Chair 2011–2014
 - Website Editor 2012–2018

- **Trauma Psychology News**
Associate Editor 2014–2017
Consulting Editor 2017–2020
- **Psychological Trauma: Theory, Research, Practice, and Policy**
Associate Editor 2016–Present
Editorial Board 2016–Present
- **Violence Research Digest**
Co-Editor of Practitioner and Policy Commentary 2015–2017
- **Psychological Injury and Law**
Co-Editor – Special Edition on Dissociation 2018–Present
Co-Editor – Dissociation Section 2018–Present
- **Practice Innovations**
Editorial Board 2020–Present
- **Journal of Threat Assessment and Management**
Editor-in-Chief 2021–Present
- **Handbook of Psychological Injury and Law**
Co-Editor 2021–Present

Previous Clinical Experience

- **Inpatient Residential Treatment Counselor.**
Ruth Dykeman Children’s Center. Burien, WA 2004–2005
- **Doctoral Practicum**
Bill Heusler, PsyD LLC, Lynnwood, WA 2008–2009
- **Doctoral Pre-Internship**
Fremont Community Therapy Project, Seattle, WA 2009–2010
- **Doctoral Internship**
Fremont Community Therapy Project, Seattle, WA 2010–2011
Ryther Child Center, Seattle, WA 2010–2011
- **Postdoctoral Fellowship**
Fremont Community Therapy Project, Seattle, WA 2011–2014

Publications

- Goldenson, J. & Bailey, T. D. (2024). Evaluating harms from institutional abuse in childhood: Leveraging a trauma- informed approach to assessment and formulation. *Psychology, Public Policy, and Law*.
- Bailey, T. D., Benincasa, C. A., & Boyer, S. (accepted for publication). Dissociation and posttraumatic complexity in the forensic assessment of psychological injury. In G. Young, T. D. Bailey, Giromini, L., Soble, J., Rogers, R., & Levitt, B. *Handbook of Psychological Injury of Law*.
- Frewen, P., Wong, S., Flynn, M., Ueberholz, B., & Bailey, T. D. (submitted for publication). Contextualized Assessment of Stress and Trauma (CAST). *Psychological Trauma: Theory, Research, Practice, & Policy*.
- Benincasa, C. A., Wachsmuth, W., Bolante, R., & Bailey, T. D. (2023). Special issue on cultural responsiveness in threat assessment. *Journal of Threat Assessment and Management*, 10(2), 75–79. <https://doi.org/10.1037/tam0000209>

- Frewen, P., Wong, S., Bailey, T., Courtois, C. & Lanius, R. (2023). As simple as possible, but not simpler: Revisiting the International Trauma Questionnaire (ITQ) complex PTSD items omitted in the shortened version. *Child Abuse & Neglect*, 141, 106207.
- Bailey, T. D. & Brown, L. S. (2021). Treating clients who have been sexually abused by a therapist. In A. L. Steinberg, J. Alpert, & C. Courtois (Eds.), *Sexual boundary violations in psychotherapy*. Washington, DC: American Psychological Association.
- Bailey, T. D. & Brown, L. S. (2020). Complex trauma: Missed and misdiagnosis in forensic evaluations. *Psychological Injury and Law*. 13(2), 109–123.
- Bailey, T. D. & Rocchio, L. (2020). Evaluating the Effects of Repeated Psychological Injury: An Introduction to the Special Section. *Psychological Injury and Law*. 13(2), 105–108.
- Bailey, T. D., Boyer, S., & Brand, B. L. (2019). Dissociative disorders. In D. L. Segal & M. Hersen (Eds.), *Diagnostic interviewing* (5th ed.). New York: Springer.
- Bailey, T. D. (2018). Self-disclosure with clients who have been harmed by previous therapists. In G. Danzer (Ed.), *Therapeutic self-disclosure: A evidence-based guide for practitioners*. New York: Brunner-Routledge.
- Bailey, T. D. (2018). Therapist disclosure with chronically traumatized clients. In G. Danzer (Ed.), *Therapeutic self-disclosure: A evidence-based guide for practitioners*. New York: Brunner-Routledge.
- Bailey, T. D. & Brand, B. (2017). MMPI F-scale. In *Encyclopedia of Personality and Individual Differences*. Switzerland: Springer International Publishing.
- Bailey, T. D. & Brand, B. (2017). Traumatic dissociation: Theory, research and treatment. *Clinical Psychology: Science and Practice*, 24(2), 170–185.
- Armstrong, J., Brand, B., Briere, J., Carlson, E., Courtois, C., Dalenberg, C., Finn, S., Bailey, T. D., Winters, N. (submitted for review). *Division 56 guidelines for psychologists regarding the assessment of trauma in adults*. Psychological Trauma: Theory, Research, and Practice.
- Bailey, T. D. (2013, Winter). Dual roles and forensic psychology: A trauma informed perspective. *Trauma Psychology Newsletter*, 8(1), 14–15.
- Greenwald, R., McClintock, S. D., & Bailey, T. D. (2013). *A controlled comparison of progressive counting and eye movement desensitization & reprocessing*. Journal of Aggression, Maltreatment, & Trauma.
- Bailey, T. D. (2011). Therapeutic applications of the martial arts. *Washington Psychologist*, 67 (3), 7.
- Bailey, T. D., Brown, M., Whiteside, D. M., & Waters, D. A. (2010, October). *Attention and executive functioning in post-traumatic stress disorder clients*. Poster submitted for the Annual Convention of the National Academy of Neuropsychology, Vancouver BC.
- Brown, M., Lowry, N., Whiteside, D. M., & Bailey, T. (2010, October). *Immediate and delayed verbal recall in post-traumatic stress disorder clients*. Poster submitted for the Annual Convention of the National Academy of Neuropsychology, Vancouver BC.
- Bailey, T. D., Whiteside, D., Foresman, A., & Mueller, K. (2010, June). *The effects of posttraumatic stress disorder on executive functioning in a mixed clinical sample*. Poster presented at the Annual Convention of the American Academy of Clinical Neuropsychology, Chicago IL.

Professional Presentations

- Bailey, T. D. (2011, May) *Rey complex figure test training*. Workshop presented at Ryther Child Center, Seattle, WA.
- Bailey, T. D. (2011, October) *Rorschach comprehensive system training*. Workshop presented at Ryther Child Center, Seattle, WA.

- Bailey, T. D. (2012, June) *Dialectical Behavior Therapy (DBT): An overview*. Presentation at Northwest University, Kirkland, WA.
- Bailey, T. D. (2012, June) *When and where we enter: Working in alliance with human diversity*. Workshop presented for Court Appointed Special Advocates (CASA) for Children, Seattle, WA. Original slides created by Laura Brown, PhD.
- Bailey, T. D. & Brown, M. (2012, October; 2013, June; 2014, March) *Two day Dialectical Behavior Therapy (DBT) intensive: Focus on trauma stabilization*. Workshop presented at Ryther Child Center, Seattle, WA.
- Bailey, T. D. (2012, October) *Structured trauma assessment*. Presented as part of the University of Washington Educational Outreach program, Bellevue, WA.
- Bailey, T. D. (2013, February) *Dialectical Behavior Therapy (DBT) for Trauma Stabilization*. Presented as part of the University of Washington Educational Outreach program, Bellevue, WA.
- Bailey, T. D. (2013, August) *Assessment and treatment of complex posttraumatic conditions in children and adolescents*. Workshop presented at Ryther Child Center, Seattle, WA.
- Bailey, T. D. (2014, May) *Assessing and managing suicide risk (AMSR)*. Presented at The Emily Program, Seattle, WA.
- Bailey, T. D. (2015, February). *Working with chronically suicidal clients: A trauma-informed, empowerment focused perspective*. Presented as part of the APA Division 56's webinar series, <http://www.apatraumadivision.org/81/webinar-series.html>
- Bailey, T. D. (2015, May). *Assessing and managing suicide risk (AMSR)*. Presented at Compass Health, Everett, WA.
- Bailey, T. D. (2015, July). *Dialectical Behavior Therapy (DBT) for trauma stabilization: Focus on consultation practice*. Presented at Ryther Child Center, Seattle, WA.
- Radico, J., Bradford, A., Diaz, K., & Bailey, T. D. (2016, August). *Work-life balance: Work-life integration and perceptions of the new generation of employees*. Symposium presented at the meeting of the American Psychological Association, Denver, CO.
- Bailey, T. D. (2017, April). *We are business people? Learning to market yourself as a psychologist*. Presented as part of the APA Practice Organization webinar series.
- Bailey, T. D., Brand, B., & Gold, S. (2017, August). *Dissociation in a forensic context: The role of trauma-informed experts*. Presented at the meeting of the American Psychological Association, Washington, DC.
- Block, C., Landes, A., Lee, E., Kovera, M., Feigon, M., & Bailey, T. D. (2017, August). *The early career compass: A professional mentorship workshop*. Presented at the meeting of the American Psychological Association, Washington, DC.
- Radico, J., Bailey, T. D., Bradford, A., & Diaz, K. (2017, August). *Work-life integration and perceptions of the new generation of employees*. Presented at the meeting of the American Psychological Association, Washington, DC.
- Bailey, T. D. (2019, October). *Compassionate objectivity: Conducting trauma-informed, culturally competent forensic evaluations*. Symposium presented at the meeting of the Washington State Psychological Association, Bellevue, WA.
- Slaughter, S. & Bailey, T. D. (2020, June). *Are you still relying on Tarasoff to make decisions? Ethical and clinical guidance in the era of Volk (Threat assessment workshop)*. Symposium presented for the Washington State Psychological Association.
- Bailey, T. D. (2021, February). *Trauma Informed Psychological Assessment*. Presented as part of the APA Division 56's webinar series, <http://www.apatraumadivision.org/81/webinar-series.html>

- Bailey, T. D. (2021, August). *When Does Processing Begin? Challenging Myths that Effective Treatment is Being Delayed*. Symposium Presented for the American Psychological Association, Online.
- Bailey, T. D. (Multiple Dates). *Inviting Death to Tea: Trauma-Informed, Relational Care for Assessing Chronic Suicidal Ideation and Behavior*. Workshop Presented on Zoom Webinar.
- Bailey, T. D. (2023, August). *Exposure Begins at Hello: Navigating Fear in Complex Relational Healing*. Symposium to be presented at the meeting of the American Psychological Association, Washington, DC.

Bonnie B. Zinn, PsyD, JD
Licensed Clinical Psychologist
Washington #61354388
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Bonnie@Spectrumpsychwa.com
425-298-3197

Education

Psy.D., Clinical Psychology Antioch University Seattle	2015- 2022
M.A. Clinical Psychology Antioch University Seattle	2018
J.D., Cum Laude Seton Hall University School of Law	1992
A.B., English Literature Bowdoin College	1987

Clinical Practice

Spectrum Psychological Associates Provide individual therapy, couples therapy, and assessment services to a diverse population of military veterans, first responders, and civilians presenting with complex trauma, substance use, mood and personality disorders, bereavement, chronic pain, and insomnia utilizing trauma-informed, evidence-based protocols including CBT, ACT, IFS, EMDR, mindfulness, and DBT-informed techniques.	2022- present
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Clinical Doctoral Training

Psychology Post-Doctoral Trainee: Spectrum Psychological Associates Provided individual therapy, couples therapy, and assessment services to a diverse population of military veterans, first responders, and civilians presenting with complex trauma, substance use, mood and personality disorders, bereavement, chronic pain, traumatic brain injury, and insomnia; drafted textbook on self-care for mental health trainees; taught self-care skills to doctoral-level psychology trainees.	10/22-7/24
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Psychology Pre-Doctoral Intern: US Dept of Veterans Affairs VA Sepulveda Ambulatory Care Center	8/20-8/21
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Provided individual and group therapy, and assessment services, to a diverse population of military veterans presenting with complex trauma, substance use, mood, and personality disorders, bereavement, neurocognitive disorders, chronic pain, traumatic brain injury, and insomnia. Utilized evidence-based treatments including Cognitive Processing Therapy (CPT), Prolonged Exposure (PE) Integrative Behavioral Couple Therapy (IBCT),

Acceptance and Commitment Therapy (ACT), and CBT-Insomnia (CBT-I). Completed year-long rotations in the following clinics: Trauma Recovery Services (utilized CPT and PE and administered CAPS-5); Neuropsychology Clinic (provided neuropsychological assessment); and Couples Clinic (utilized IBCT and EFT). Completed six-month rotations in ACT and Insomnia Clinics (utilized CBT-I and ABC-I). Also completed 4-month rotations in the Addictive Behaviors Clinic (utilized MATRIX protocol), Health Psychology Clinic (utilized CBT-Chronic Pain, and ACT-informed modalities and conducted bariatric evaluations), and Women's Health Clinic (utilized CPT, PE, DBT-informed therapy). In addition to individual therapy, led or co-facilitated the following groups: PTSD 101, ACT for Chronic Pain, MATRIX, Post-IOP follow-up care, Emotion Management, Introduction to Meditation and Relaxation, and Mindfulness for Tinnitus. Assessment experience included: Weekly diagnostic intake interviews, neuropsychological and psychodiagnostic assessment, and bariatric evaluations. Assessments administered: C-SSRS, CAPS-5, GAD-7, PCL-5, PHQ-9, ISI, Boston Naming Test (BNT), California Verbal Learning Test (CVLT-II), Controlled Oral Word Association Test (COWAT), Geriatric Anxiety Scale (GAS), Geriatric Depression Scale (GDS), Hopkins Verbal Learning Test (HVLT-R), Rey 15 Plus Recognition Test, Rey Complex Figure Test (RCFT), Ritvo Autism Asperger Diagnostic Scale Revised (RAADS-R), Test of Practical Judgment-9 Item (TOP-J - 9 Item), Trails A & B, Wechsler Adult Intelligence Scale - Fourth Edition (WAIS-IV), Wechsler Memory Scale - Fourth Edition (WMS-IV), Wechsler Test of Adult Reading (WTAR) and the Wide Range Achievement Test – Fourth Edition (WRAT-4).

Pre-Intern Advanced Practicum: Madigan Army Medical Center

7/19 – 3/20

Provided individual and group therapy, and psychological assessment services, to a diverse population of active-duty service members at a 28-day intensive residential program for substance use disorders and trauma. Provided evidence-based treatments including CBT, CPT, MI, DBT, Seeking Safety, and intensive autobiographical processing therapy.

Supervisor: Julie S. Oberhausen, Psy.D.

Pre-Intern Advanced Practicum: Swedish Primary Care Behavioral Health

8/18 - 6/19

Worked as a Behavioral Health Specialist at a fast-paced primary care clinic, providing brief interventions, evaluation, and screening for children, adolescents, adults, and older adults. Utilized ACT, CBT, DBT, SFBT, and MI to address an array of concerns including anxiety, depression, insomnia, eating disorders, bipolar, grief, suicidality, and concerns related to chronic and acute medical conditions. Adapted CBTi protocol for use in primary care setting and facilitated group interventions to address insomnia.

Supervisor: Jennifer S. O'Donnell, Psy.D.

Pre-Intern Advanced Practicum: Therapeutic Health Services

6/18 - 1/19

Proposed, oversaw, and implemented integration of Seeking Safety, an evidence-based treatment for PTSD and Substance Use Disorder, as a treatment protocol across all branches of Therapeutic Health Services, a community mental health site providing methadone treatment to clients with substance abuse disorders. Provided group therapy to clients with substance abuse, co-occurring mental health disorders, and complex trauma.

Supervisor: Barbara Lui, Ph.D.

Pre-Intern Advanced Practicum: Therapeutic Health Services

7/17 - 6/18

Provided individual and group therapy at a high-volume community mental health and methadone treatment site for clients with substance abuse, co-occurring mental health disorders, and complex trauma.

Supervisor: Barbara Lui, Ph.D.

Pre-Intern Practicum: Antioch University Community Psychology Clinic

10/16 - 9/17

Provided individual therapy and assessment services to a diverse client population at university-based mental health center.

Supervisor: Christopher Heffner, Psy.D., Ph.D.

Social Justice Practicum: Making Connections Program

1/16 – 6/16

Served as a mentor and writing tutor for adolescent immigrants to assist with social and academic challenges, including college admissions applications, as a part of the Women's Center at the University of Washington.

Supervisors: Jude Bergkamp, Psy.D. and Senait O. Habte

Additional Professional Experience

Of Counsel, Perkins Coie, LLC

1997 - 2000

Provided legal counsel for corporations involved in civil and environmental cases at large litigation firm in Seattle, Washington

Litigation Associate, Carpenter, Bennett & Morrissey

1992 – 1996

Worked as litigation associate managing large environmental defense cases for corporate clients in Newark, New Jersey

Research Experience**Dissertation**

2022

Title: *The Flourishing Trainee: Operationalizing Self-Care Education for Clinical Psychology Trainees*

Systematic literature review addressing how to operationalize self-care education in clinical psychology training programs. Identified essential knowledge, skills, and attitudes of self-care on which clinical psychology trainees should be educated, and how to operationalize such education.

Chair: Mark Russell, Ph.D., ABPP

Research Project**Student Self-Care Study**

10/19 – 6/21

Developed and led a student self-care mentoring group for clinical psychology students, conducted quantitative analysis of changes in resilience, optimism, perceived stress, and well-being before and after participation.

Supervisor: Christopher Heffner, Ph.D.

Research Project**Veterinary Suicidality and Coping**

1/17- 8/19

Qualitative research study designed to identify risk and resilience factors contributing to high suicide rate among veterinarians focused on secondary trauma, coping, and attachment loss, with secondary objective of developing group interventions to address veterinary trauma.

Supervisor: Dana Waters, Psy.D., ABPP

Research Project**Military Mental Health Care**

8/15 – 12/16

Researched legal options to transform military mental health care by compelling Department of Defense to follow its regulations regarding provision of care for active duty military.

Supervisor: Mark Russell, Ph.D., ABPP

Professional Affiliations

American Psychological Association

Division of Trauma Psychology, Division 56

Military Psychology, Division 19

American Psychology-Law Society, Division 41

Psychologists in Public Service, Division 18

Society for Health Psychology, Division 38

International Society for Traumatic Stress Studies

International Society for the Study of Trauma and Dissociation

Washington State Psychological Association

Washington State Coalition of Mental Health Professionals & Consumers

Publications and Presentations

Zinn, B. B. (2022). *The Flourishing Trainee: Operationalizing Self-Care Education in Clinical Psychology Training Programs* [Doctoral dissertation, Antioch University]. OhioLINK Electronic Theses and Dissertations Center. http://rave.ohiolink.edu/etdc/view?acc_num=antioch1656361963713097

Zinn, B., Heffner, C. L., Struthers, G., Monahan-DeMella, J., & Agassiz, K. (2021). Amplifying well-being through self-care in the age of COVID-19: An online PsyD peer mentoring group [Poster Presentation]. American Psychological Association Annual Convention, Washington DC.

Waters, D., Barnhart, G., Cowan, J., Randall, C., Wright, L., Zinn, B., & Woehler, L. (2019). Attachment loss and trauma: A descriptive phenomenological analysis of suicidality and depression in veterinarians. *Psychological Trauma: Theory, Research, Practice and Policy*. doi.org/10.1037/tra0000544

Russell, M. C., Zinn, B., & Figley, C. R. (2016). Exploring options including class action to transform military mental healthcare and end the generational cycle of preventable wartime behavioral health crises. *Psychological Injury and Law*, 9(2), 166-197. doi:10.1007/s12207-016-9258-2

DEPARTMENT OF JUSTICE (DOJ) AWARD CONDITIONS

The following award conditions are requirements for compliance with the FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects through the Department of Justice. Any applicable flow-through award conditions must apply to this solicitation.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

2

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation-compliance and programmatic benefits-are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

4

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

5

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et

seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

8

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 -Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

- (i) Severe forms of trafficking in persons;
- (ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
- (iii) The use of forced labor in the performance of this award or any subaward; or
- (iv) Acts that directly support or advance trafficking in persons, including the following acts:
 - (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
 - (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - (D) Charging recruited employees a placement or recruitment fee; or
 - (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.
- (c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

- (i) Implements the requirements of 22 U.S.C. 78, and
 - (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
- (3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
- (4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

- (1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing

requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

9

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When the recipient agrees to the termination and termination conditions.
- (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

10

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 -Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

- (1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for

Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that-

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following-

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if-

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term-

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

11

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 -Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards-(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the

subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities-(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives-(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position. Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

12

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

13

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

14

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

15

Equal Employment Opportunity Plan (EEO): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (1-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

17

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

18

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

19

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

20

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

21

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 - Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in

2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(9), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles -

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

25

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

26

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

27

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

28

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

29

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

30

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information

collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

32

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

33

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

34

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

35

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

36

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an

actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

37

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

38

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

I have read and understand the information presented in this section of the Federal Award Instrument.

By signing this agreement, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read, understands, and agrees to be bound by all requirements and contract terms and conditions contained herein.

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


Company Name: Spectrum Psychological Associates, PLLC	
Authorizing Official Name: Bill Heusler, PsyD	Authorizing Official Title: Owner/Partner
Authorizing Official Signature and Date: 01/23/2025 	

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)



PROCUREMENT

Request for Proposal #2024-163

Procurement Professional Point of Contact:
 Jenny Chang, CPPB
 Procurement Specialist
 (425) 257-8904
bids@everettwa.gov

Mental Health Services

TIMELINE - The following represents the schedule for this solicitation.	
<u>Event</u>	<u>Date</u>
Issue Date	December 4, 2024
Deadline for Final Questions.....	January 10, 2025
Proposal Due Date	January 23, 2025, at 11:59 p.m. Pacific Time
Anticipated Award	February 2025
Anticipated Contract Start Date	February 2025
Anticipated Contract Term	1 year with one (1) one-year extension option at the sole discretion of the City of Everett
<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>If delivery to: Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, <u>call</u> to access the locked elevator.</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 four (4) 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://www.everettwa.gov/2713/Bid-opportunities</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 the 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>	

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 using 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.

1.2 OFFER PERIOD

All Proposals submitted must remain open for 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. The supplier must supply any justification and additional information that will facilitate the City of Everett's evaluation and decision. Any approved extension will be issued as an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal that 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 canceled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one Proposal may do 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 of 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 and/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 the 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 the proposer.

F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of the proposer’s material marked “CONFIDENTIAL,” the proposer, by submitting a 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 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by the suppliers in the City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for the supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.18 RECYCLE

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

1.19 COOPERATIVE PURCHASING (NOT USED)

SECTION 2 – SCOPE OF WORK

2.1 INTENT AND NOTICE OF FUNDING

The City of Everett has received federal grant funding from the Department of Justice (DOJ) under the Law Enforcement Mental Health and Wellness Act (LEMHWA).

The Everett Police Department (“EPD”) is seeking a qualified mental health services provider to offer individualized counseling to police department members following critical or traumatic incidents. The contract is valued at approximately \$52,000 total.

2.2 BACKGROUND

The Everett Police Department is comprised of over 190 sworn Officers and over 40 professional staff. Typical schedules are 12-hour shifts, 10.5- and 8-hour workdays, with patrol staff starting their shifts at either 5 a.m., 6 a.m., 5 p.m., or 6 p.m. This work schedule, in addition to the stressful nature of the job, puts officers and civilian staff alike at risk for sleep disorders, post-traumatic stress disorder (PTSD), anxiety, depression, and heart disease, among other risks.

Historically, Peer Support teams would lead Critical Incident Stress Management (CISM) debriefs. CISM protocols were disbanded due to scientific evidence suggesting their lack of utility. Potentially traumatic incidents may include officer-involved shootings, investigations that require the use of independent teams, deaths, or incidents that are emotional in nature, such as crimes and accidents involving infants and adolescents. This support is intended to be at the request of first-level supervisors and Command Staff when they determine officers would benefit.

2.3 KEY DELIVERABLES

The supplier must be able to provide initial and optional follow-up individual appointments that assist with recovery from critical or traumatic incidents. These appointments should be provided as close to the inciting incident as possible, ideally within one (1) to three (3) days, but no more than one (1) week out.

2.4 INDIVIDUAL APPOINTMENTS

The supplier is expected to provide individual appointments to officers and civilian staff affected by critical or traumatic incidents. After the incident, these appointments must be held within one week on City premises in Everett or at the supplier’s office. Supplier location must be convenient to the City of Everett, preferably no more than one (1) hour travel time in normal peak traffic, without accidents or incidents. Google Maps will be used to determine travel time from 3002 Wetmore Avenue to the Supplier’s physical location. Locations of individual appointments can be arranged between the supplier and the staff member. If the appointment is to be held at an EPD building, EPD will make private space available for them.

The person will receive an initial one-hour-long appointment and can request an additional one-hour-long follow-up appointment in person or online. The city will not pay for travel time. During these appointments, the supplier may discuss the following with the individual:

- Self-care.
- Symptoms that suggest additional support is necessary.
- Indicators of improvement.

- Resources available after appointments.

2.5 SUPPLIER EXPERIENCE

A. Required Experience: The supplier must be certified in Washington State as a psychologist.

B. Preferred Experience: The ideal psychologist would have and demonstrate experience in the following areas.

- Treating clients with vicarious trauma and post-traumatic stress disorder (PTSD).
- Crisis intervention and specialization in trauma-specific modalities such as Eye Movement Desensitization and Reprocessing (EMDR).
- Working with clients after suffering from critical or traumatic incidents.
- Accredited with Regence or Healthcare Management Administrators (HMA) insurance, or able to be credentialed with Regence.

2.6 CONTRACT CHANGES

The City of Everett reserves the right to make changes, additions, or deductions from these specifications provided they conform to the general Specifications. The Supplier must not affect any change without the prior written approval of the City of Everett.

2.7 PAYMENT

Within thirty (30) days after delivery of services, and a properly prepared invoice, but not more often than once per month, 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 proof that the services have been rendered 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 – Accounts Payable
PO Box 12130
Everett, WA 98206
accountspayable@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 not be 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 the 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.

Minimum Qualifications: The City of Everett will first examine proposals to eliminate those that do not meet the following minimum qualifications.

#	Criteria	Points	Description
	Eligibility	Pass/Fail	Certification in Washington State as a psychologist.
1	Qualifications and Relevant Experience	100	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	100	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 will be to review the finalist(s) in specific areas further 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. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Copy of license or certification as a Psychologist in Washington State.**
- 4. 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.
- 5. Certificate of Non-Debarment/Suspension (included)**
- 6. Certification Regarding Lobbying by Contractor (included)**
- 7. Disclosure of Lobbying Activities (included)**
- 8. Department of Justice (DOJ) Award Conditions as attached.**

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.

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2024-163 MENTAL HEALTH SERVICES

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
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:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
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 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:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date :	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2024-163 MENTAL HEALTH SERVICES

Supplier Name:

The supplier must provide a firm, fixed, not-to-exceed subtotal for each deliverable, including all services listed in Section 2. The proposer must consider all costs associated with providing the services listed in this RFP, such as labor, overhead, administration, travel, etc.

Clearly identify any services mentioned in your response that are not included in your proposed fee, such as services that would be an additional expense.

Requested Services and Pricing			
Firm Fixed, Not To Exceed, Amount to provide both deliverables below.			\$
Task Breakdown	Price per Session	Estimated Sessions	Cost
Deliverable: Individual One (1) - hour appointments	\$	65	\$
Deliverable: Individual One (1) - hour follow-up appointments. Billed per appointment.	\$	65	\$

Additional Services	
Task Breakdown	Price per hour
	\$
	\$
	\$

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this “Questionnaire,” providing the information in the same order requested below. In their narrative, suppliers may emphasize any areas of their proposal that exceed our requirements.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company. Include how long the company has been in business.
- B.** If awarded this contract, who are you proposing will be the primary psychologist(s) for the individual appointments? Include their education, years in the industry, years with the company, details of their experience, etc. If you anticipate sharing the responsibility with other providers, provide the same information as the primaries.
- C.** Describe your experience working with law enforcement recovering from post-traumatic injury or post-traumatic stress disorder.
- D.** Describe your philosophy of practice and what characteristics most distinguish your company from your competitors.

2. Technical Capability, Approach, and Capacity

- A.** How will you manage the one-on-one appointment workflow? Describe how employees will schedule appointments with you and what appointment reminders employees can expect to receive.
- B.** What is your company’s availability for this project? Will the proposed primary psychologist be available within the timeframe listed in Section 2.3? How quickly can your psychologists commit to scheduling EPD employees for follow-up appointments? Explain how you will ensure a psychologist will be available for individual appointments.
- C.** Describe how you would conduct individual appointments with officers and civilian staff.
- D.** How does your approach meet or exceed our needs as described in the scope of work?
- E.** Describe any additional services that your company offers, including training and Peer Support team assistance.

3. Communication, Customer Services, and Training

- A.** Provide where your office is located and the service hours in Pacific Time.
- B.** Describe how your project manager will keep the City of Everett timely informed of any issues related to delivering the services described in this RFP.
- C.** What is your company’s policy for returning calls and e-mails?
- D.** Describe the ongoing training of your staff to ensure daily working knowledge applicable to this contract.

4. Risk, Performance, and Quality Assurance

- A.** Submit no more than five (5) relevant references within the past five years that demonstrate successful performance similar in size and scope as possible as described in this RFP. Include the following for each reference:
 - a. Company or individual name and full address.
 - b. Point of contact name, title, e-mail address, and phone number.
 - c. Contract or Service title, number, start, and completion dates.
 - d. Service description and service details.
- B.** Do you perform customer satisfaction assessments/surveys? If so, how are you rated, and or what feedback have you collected from previous customers?
- C.** What is the average length of your patient engagements?
- D.** Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2024-163 MENTAL HEALTH SERVICES

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),

_____ 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, _____, 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 (150K & ABOVE)

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, _____, 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

Print Name

Title

Date

Address

City, State, ZIP

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

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: <div style="height: 40px;"></div>	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known : <div style="height: 40px;"></div>	9. Award Amount, if known : \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <div style="height: 40px;"></div>	b. Individuals Performing Services <i>(including address if different from No. 10A)</i> <i>(last name, first name, MI):</i> <div style="height: 40px;"></div>	
<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: <div style="height: 40px;"></div>		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.

SECTION 5 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City: refers to the City of Everett (“COE”), located in Washington State.

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Desired Features: features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features are considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see “Supplier”.

Mandatory Features: a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Must: see “Shall”.

Offeror: see “Supplier”.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see “Supplier”.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

Shall or Must: the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

WISHA: Washington Industrial Safety and Health Act of 1973.

DEPARTMENT OF JUSTICE (DOJ) AWARD CONDITIONS

The following award conditions are requirements for compliance with the FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects through the Department of Justice. Any applicable flow-through award conditions must apply to this solicitation.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

2

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation-compliance and programmatic benefits-are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

4

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

5

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et

seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

8

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 -Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

- (i) Severe forms of trafficking in persons;
- (ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
- (iii) The use of forced labor in the performance of this award or any subaward; or
- (iv) Acts that directly support or advance trafficking in persons, including the following acts:
 - (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
 - (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - (D) Charging recruited employees a placement or recruitment fee; or
 - (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.
- (c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing

requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

9

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

(1) When the recipient fails to comply with the terms and conditions of a Federal award.

(2) When the recipient agrees to the termination and termination conditions.

(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.

(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

10

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 -Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for

Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that-

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following-

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if-

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term-

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

11

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 -Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards-(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the

subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities-(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives-(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position. Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

12

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

13

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

14

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

15

Equal Employment Opportunity Plan (EEO): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (1-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

17

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

18

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

19

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

20

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

21

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 - Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in

2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(9), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles -

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

25

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

26

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

27

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

28

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

29

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

30

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information

collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

32

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

33

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

34

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

35

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

36

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an

actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

37

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

38

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:
"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

I have read and understand the information presented in this section of the Federal Award Instrument.

By signing this agreement, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read, understands, and agrees to be bound by all requirements and contract terms and conditions contained herein.

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

Company Name:	
Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Signature and Date :	

Appendix F. 2 C.F.R. Appendix II to Part 200: Contract provisions for nonfederal entity contracts under federal awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to

agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]



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	Enter Service Provider name
	Enter Service Provider street address
	Enter Service Provider city, state, zip
	Enter Service Provider email address
City Project Manager	Enter PM name
	City of Everett -- Enter PM 's department
	Enter PM office street address
	Enter PM office city, state, zip
	Enter PM email address
Brief Summary of Scope of Work	Enter summary. One line maximum
Completion Date	Select date

Extension Provision	Enter extension provision or N/A
BASIC PROVISIONS	
Maximum Compensation Amount	Enter dollar amount
Exhibits	Exhibit A: Enter name of Exhibit Exhibit B: Enter name of Exhibit Exhibit C: Enter name of Exhibit or N/A Exhibit D: Enter name of Exhibit or N/A
Service Provider Insurance Contact Information	Enter insurance contact name
	Enter insurance contact phone number
	Enter insurance contract email address

Additional Provision(s)	Enter other provision(s) or N/A.
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<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Click for Dropdown Menu</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: Click for Dropdown Menu</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

Enter Service Provider name – must match name in Basic Provisions

WASHINGTON

Signature: _____

Cassie Franklin, Mayor

Name of Signer: Enter signer's name

Signer's Email Address: Enter email address

Title of Signer: Enter title

Date

ATTEST

Office of the City Clerk



STANDARD DOCUMENT

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

JULY 3, 2024

**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.

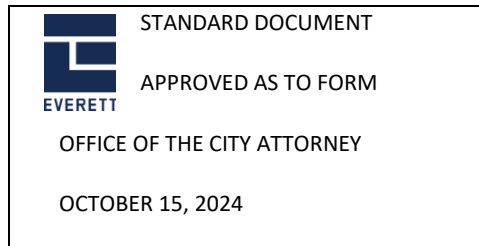
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and,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














2024-163 Mental Health Services_022725_SD

Final Audit Report

2025-04-01

Created:	2025-03-28
By:	Ashleigh Scott (AScott@everettwa.gov)
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 Agreement completed.

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