



**PROFESSIONAL SERVICES AGREEMENT  
COSSUP Behavioral Health Services**

The City of Kirkland, Washington, a municipal corporation ("City") and Never2Late LLC., whose address is 5515 Steilacoom Blvd. SW Ste. 120, Lakewood, WA 98418("Consultant"), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

**I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement ("Services"), which attachment is incorporated herein by reference. In the event of a conflict between the terms of this Agreement and Attachment A, the terms of this Agreement shall control.
- B. The Services shall be performed in accordance with the ordinary and reasonable care, skill, and diligence that a competent professional in the same field would exercise under similar circumstances.

**II. COMPENSATION**

- A. The total compensation to be paid to Consultant for these Services shall not exceed \$74,900, as detailed in Attachment A. The City shall compensate Consultant for services actually requested and performed on an as-needed, if-needed basis in accordance with the fee schedule set forth in Attachment A.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all Services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement. The Consultant expects to submit invoices to the City on the 10th of each month.
- D. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to the Consultant for any services not completed in a satisfactory manner until such time as the Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

**III. GENERAL ADMINISTRATION AND MANAGEMENT**

The Police Administrative Commander for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have

primary responsibility for overseeing and approving the services, and shall coordinate all communications with the Consultant from the City.

#### **IV. DURATION**

This Agreement shall commence on the Effective Date (the date of last signature) and continue for two (2) years, unless earlier terminated in accordance with Section VI (Termination of Agreement).

Consultant will diligently proceed with the services contracted for, but Consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **V. RECORDS AND INFORMATION**

- A. Except as required as part of the performance of the Services, neither party may disclose, and neither party shall be required to disclose, personal information regarding the recipient of any of the Services for any purpose except with the written consent of the recipient or the recipient's attorney or responsible parent or guardian, or as otherwise permitted or required by law, including the Public Records Act, chapter 42.56 RCW.
- B. Personal information reviewed, generated, acquired, or used in connection with this Agreement shall be used solely for the purposes of the Agreement and shall remain the property of the originating party.
- C. For purposes of this Agreement, the term "personal information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. The term "personal information" also includes "Protected Health Information" as set forth in 45 CFR. § 160.103 as currently adopted and as may hereafter be amended or revised and other information that may be exempt from production to the public or other unauthorized persons under either Ch. 4256 RCW, 42 USC §§1320 et seq., 42 CFR Part 2, Chapters 70.02, 70.24 70.96A and 71.05 RCW or other state and federal statutes and regulations governing confidentiality and/or disclosure.
- D. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to "personal information." The City reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Consultant through this Agreement.
- E. At the request of the City or by initiative of the Consultant, the Consultant may make reports to the City pertaining to the performance of the Services. These reports should be de-identified, removed of all information qualifying under the definition included in subpart C of this section. Following delivery, any such reports shall become records and property of the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement will be at the sole risk of the City.

## **VI. OWNERSHIP OF WORK PRODUCT**

- A. Both parties shall have a non-exclusive license to review, generate, and use data acquired in connection with this Agreement. Ownership of any reports, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced by the City as a result of this Agreement, whether or not completed shall be vested in the originating party.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City and may be used as either the Consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. The Consultant shall de-identify any such materials, redacting or otherwise eliminating personal information as defined in this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including Chapter 42.56 RCW.

## **VII. PUBLIC RECORDS REQUESTS**

The Consultant will, at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

In the event of a public records request, discovery request, or subpoena to the City for any records arising from Consultant's provision of Services, Consultant will cooperate fully with the City and make all requested records promptly available to the City for review and production.

To the extent Consultant believes that any exemptions or privileges apply preventing disclosure of the requested records in whole or in part, Consultant will identify those exemptions or privileges to the City within five (5) business days from the City's notice to the Consultant of the request or subpoena. Any privileges, exemptions, or claims not raised within this time will be deemed waived. With respect to any exemptions or privileges timely claimed by Consultant, the City will determine in its sole discretion whether it will assert those exemptions or claims as a basis to withhold a record from disclosure in whole or in part.

In the event the City disagrees with any claim of exemption or privilege by Consultant, such information will not be released to a requester until Consultant has been given at least five (5) business days' prior notice so that Consultant may seek a court injunction against the requested disclosure pursuant to RCW 42.56.540, move for a protective order, or move to quash any applicable subpoena. In the event no request for injunction or motion is filed within five (5) business days from the date the City provides notice under this paragraph, the City may deem any objection to disclosure by Consultant to have been waived.

In the event any request for injunction or motion filed by Consultant under this section results in any award of costs, fees, damages, expenses or penalties against the City, Consultant agrees to indemnify and hold the City harmless from any such award.

#### **VIII. TERMINATION OF AGREEMENT**

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

To the extent Attachment A (Memorandum of Understanding) contains provisions regarding termination that conflict with this Agreement, the provisions of this Agreement shall control. Accordingly, either party may terminate this Agreement with ten (10) days' written notice, notwithstanding any longer notice period in Attachment A.

#### **IX. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, subcontract, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

**X. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**XI. HOLD HARMLESS/INDEMNIFICATION**

- A. To the greatest extent allowed by law the Consultant shall defend, indemnify, and hold the City, and its officers, officials, employees, and volunteers (together "Indemnified Parties") harmless from any and all claims, injuries, damages, losses or suits (including reasonable attorney fees and costs), arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties.
- B. The City agrees to indemnify and hold the Consultant harmless from any and all claims, injuries, damages, losses or suits (including reasonable attorney fees and costs), arising out of or in connection with City actions unrelated to the services provided.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

**XII. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Consultant and/or its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity.

- A. **Minimum Scope and Amounts of Insurance.** Consultant shall obtain and maintain insurance of the types and limits described below:
  - 1. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect

to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

- a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.
  - a. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for the Services with written notice of any policy cancellation, within two business days of Consultant's receipt of such notice.

**C. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**D. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

**E. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of this agreement, upon which the City may, after

giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**F. City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**XIII. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable state, federal, and local laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.

**XIV. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XV. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that they are solely responsible for the payment of taxes applicable to the Services and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on them as a result of their status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of the Services. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XVI. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties. The terms of this Agreement supersede any conflicting provisions contained in any attachments and/or addenda.

**XVII. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement.

**XVIII. NON-ENDORSEMENT**

As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City. However, notwithstanding the foregoing, the City consents to the Consultant including information describing the Consultant's participation in this project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

**XIX. NON-COLLUSION**

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

**XX. WAIVER**

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

**XXI. DEBARMENT**

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

**XXII. GOVERNING LAW AND VENUE**

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

**XXIII. DISPUTE RESOLUTION**

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral.

The parties agree to pursue mediation to resolve any disputes remaining after the City Manager's determination. No civil action on any claim, counterclaim, or dispute

may be commenced until thirty (30) days following such mediation. Nothing herein waives any requirements of Chapter 4.96 RCW, if applicable.

**XXIV. SEVERABILITY**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**XXV. EFFECTIVE DATE**

This Agreement shall be deemed effective on the last date signed below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

Signature: Heather Pesce  
Heather Pesce (Feb 10, 2026 16:30:53 PST)

Signature: Mike St Jean  
Mike St Jean (Feb 10, 2026 16:34:21 PST)

Printed Name: Heather Pesce

Printed Name: Michael St. Jean  
(Type City Staff Name)

Title: Co-Owner/Clinical Supervisor

Title: Police Chief

Date: 02/10/2026

Date: 02/10/2026

Never 2 Late LLC  
5515 Steilacoom Blvd. SW Ste.120  
Lakewood, WA 98418

Kirkland City Jail  
11750 NE 118th St.  
Kirkland, WA 98034

## MEMORANDUM OF UNDERSTANDING

This Professional Services Agreement (“Agreement”) is entered into by and between the Kirkland City Jail (“KCJ”), a governmental administrative agency established under RCW 39.34.030(3), and Never 2 Late LLC (“N2L”) (collectively, the “Parties” or individually a “Party”). This Agreement is formed in accordance with RCW 39.34, facilitating intergovernmental cooperation for effective service delivery

### **I. Purpose**

The purpose of this agreement is to improve outcomes and access for individuals with substance use disorders, or a combination of a substance use disorder and a mental health diagnosis (COD), through timely assessment, referral, and coordination of behavioral health services for in- and out-of-custody clients connected to Kirkland City Jail.

### **II. Background**

Never 2 Late Reentry & Recovery (N2L) is a licensed Behavioral Health Agency under the Washington State Department of Health. Founded by professionals who have personally navigated the challenges of co-occurring substance use and mental health disorders, N2L is built on the belief that it is never too late to transform struggle into strength. With both professional expertise and lived experience, the founders do not just direct services—they are boots on the ground, actively providing assessments, case management, inpatient referrals, and individual solution-focused brief therapy (SFBT). N2L specializes in bridging gaps for individuals impacted by incarceration and behavioral health challenges, offering recovery-focused resources and structured transition planning.

### **III. Responsibilities of Never 2 Late Reentry and Recovery**

1. Conduct in-custody mental health and substance use disorder assessments at KCJ two days per week. The agency guarantees a 48-hour turnaround for completion of the written assessment.
2. Provide referrals of in-custody clients to appropriate inpatient or IOP treatment, including coordination of bed dates and transportation arrangements.
3. Ensure compliance with HIPAA, Washington State regulations, and confidentiality requirements.
4. Maintain detailed records and provide monthly reports summarizing assessments, referrals, and services provided.

#### **IV. Responsibilities of Kirkland City Jail**

1. Identify and refer in custody individuals for behavioral health assessments conducted by N2L.
2. Facilitate access for N2L staff to conduct assessments on-site and at KCJ, including providing appropriate scheduling and private, secure spaces for services.
3. Coordinate with N2L regarding scheduling, service delivery, outcomes, and client support.
4. Ensure compliance with relevant Washington State laws governing behavioral health care in court-related and custodial settings.

#### **V. Shared Protected Information**

1. N2L and KCJ agree to share certain confidential data, including PHI, to support coordination of care.
2. Confidential Information shall only be used for health care operations and coordination.
3. All data sharing and handling will comply with HIPAA, HITECH, and all related federal and state regulations.
4. Both parties affirm their status as Covered Entities under HIPAA.

#### **VI. Property Rights**

1. Confidential data shared remains the sole property of the originating party.
2. Neither party shall use or disclose data beyond the agreed-upon scope without consent, except as required by law.
3. Both parties will maintain appropriate data safeguards, including encryption and access controls.
4. Any breach must be reported and remedied promptly, per regulatory requirements.

#### **VII. Hold Harmless**

1. Each party agrees to indemnify and hold the other harmless for legal or financial claims arising from breaches of this Agreement or applicable laws.
2. This includes violations related to confidentiality and HIPAA/HITECH requirements.

### **VIII. Coordination with Inpatient Facilities**

1. N2L will maintain relationships with licensed inpatient and outpatient facilities for referral and care coordination.
2. Referrals will be based on assessment findings and client need.
3. Communication will remain compliant with HIPAA and WAC regulations.

### **IX. Funding and Payment**

1. Services provided under this MOU will be reimbursed at a per service fee:
  - In-custody assessments at Kirkland City Jail  
\$350.00 for SUD or MH (cost includes case management)
  - Individual Counseling (telehealth)  
\$100.00
  - Referral coordination to inpatient and outpatient services
  - Case management and transportation coordination
2. Invoices will be submitted by Never 2 Late LLC to Kirkland City Jail on the 10th of each month.