KITSAP COUNTY HUMAN SERVICES

1/10th of 1% Mental Health, Chemical Dependency and Therapeutic Courts Contract

Contract Number: KC-010-27

Contractor: Poulsbo Fire Department

Amount: $375,000

Contract Term: January 1, 2027 - December 31, 2027

CFDA#: Not applicable

Purpose:
Kitsap Fire CARES (Poulsbo Fire Department) provide post-crisis support services across Poulsbo, Suquamish, Port Gamble, Bainbridge, and Kingston, with expanded coverage in Central and South Kitsap. CARES tracks referrals, direct contacts, follow-ups. Their partnership with Kitsap Recovery Center (KRC) provides a SUD professional to support assessments in the field. Outcome measures focus on reductions in 911 calls and hospital utilization within each service area. Additional services include transports to detox, connections to outpatient or intensive outpatient treatment, medical appointments, and connections to other community-based resources.

Estimated number of individuals served is 900, annually. Service area: North, Central, South Kitsap.

This contract is made between Poulsbo Fire Department (hereinafter "Contractor") and the Kitsap County Department of Human Services (hereinafter the "County"). This contract, including all material incorporated by reference, contains all terms and conditions agreed to by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

The rights and obligations of the parties shall be subject to and governed by the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) Contract General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work; and (4) Budget Summary/Estimated Expenditures.

As evidenced by signatures hereon, the parties accept the terms and conditions of this contract.

This Contract will be effective January 1, 2027.

Dated this 19 day of August, 2026. Dated this 12 day of November, 2026.

CONTRACTOR

Jim Gillard, Fire Chief

KITSAP COUNTY ADMINISTRATOR

VICTORIA BRAZITIS, Administrator

Approved as to form by the Prosecuting Attorney's Office

Kitsap County Face Sheet

For Sub-recipient Contracts Using Federal Awards

CFR 200.332 Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide unavailable information when it is obtained. Required information includes:
(Fill in)

Subrecipient's unique entity identifier: N/A

Federal Award Identification Number (FAIN): N/A

Federal Revenue Award Date: N/A

Subaward Period of Performance Start and End Date: N/A

☐Check to verify the information is in contract:

☐Subrecipient's name (must match the name associated with its unique entity identifier):

☐Federal award identification:

☐Subaward Budget Period Start and End Date:

☐Amount of Federal Funds Obligated in the subaward:

☐Amount of Federal Funds Obligated to the sub by the pass-through entity, including the current financial obligation:

☐Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

☐Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA):

☐Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity:

☐Dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement:

☐Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414):

1/10TH OF 1% MENTAL HEALTH, CHEMICAL DEPENDENCY AND THERAPEUTIC COURTS CONTRACT

CONTRACT GENERAL TERMS AND CONDITIONS

This contract for Human Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) AND Poulsbo Fire Department for the Kitsap Fire CARES (community assistance, referral, and education services) in Poulsbo, South Kitsap, Central Kitsap, North Kitsap, and Bainbridge Island, having its principal office at 911 NE Liberty Rd, Poulsbo, WA 98370 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on January 1, 2027 and terminate on December 31, 2027. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

To the extent that any services were provided or payments were made between January 1, 2027, and the date of full execution of this Contract, the parties hereby ratify and approve such actions, intending them to be governed by the terms and conditions of the Contract herein.

SECTION 2. SERVICES TO BE PROVIDED

2.1 A description of the services to be performed by the Contractor will be set forth in Attachment B: Statement of Work, which is attached to the Contract.

2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.

2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.

2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows.

County's Contract Representative
Hannah Shockley, Human Service Planner
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366
360-337-4827

Contractor's Contract Representative
Jim Gillard, Fire Chief
Poulsbo Fire Department
911 NE Liberty Rd
Poulsbo, WA 98370

SECTION 4. COMPENSATION

4.1 A description of the compensation to be paid to the Contractor will be set forth in Attachment C: Budget Summary Summary/Expenditures, which is attached to the Contract.

4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed $375,000 Any cost incurred by the Contractor over and above the year-end sums set out in the budgets shall be at the Contractor's sole risk and expense.

4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Contractor shall use the Department of Human Services Contractor Invoice Form, available from the County. Subject to the other provisions of the Contract, the County generally will pay such an invoice within thirty (30) days of receiving it. **The County will submit payments for work performed to;**

Poulsbo Fire Department 911 NE Liberty Rd Poulsbo, WA 98370

4.4 The Contractor will be paid only for work expressly authorized in the Contract.

4.5 Payments shall not be construed as a waiver of the County's right to challenge the level of the Contractor's performance under this Contract, and to seek appropriate legal remedies.

4.6 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.

4.7 If the Contractor fails to perform any substantial obligation, and the failure has not been cured within ten (10) days following notice from the County, the County

may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

4.8 The Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications, and experience.

4.9 The Contractor shall pay no more than reasonable market value for equipment and/or supplies.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.

5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, amendment or modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

5.3 Either party may request that the Contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of the Contract. Such circumstances must have a substantial and material impact upon the performance projected under this Contract and must be outside the control of either party.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against all Claims resulting from or arising out of the performance of this Contract, whether such Claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties or the County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to Claims by Contractor's or any subcontractor's officers, employees, or agents. Contractor's duty, however, does not extend to Claims arising from the sole negligence or willful misconduct of the County or its elected or appointed officials, officers, or employees. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised

Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This indemnification provision shall survive the expiration or termination of the Contract.

SECTION 7. INSURANCE

7.1 **X Professional Legal Liability.** The Contractor, if it is a licensed professional, will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than $1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.

7.2 **Workers' Compensation and Employer Liability**. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over $50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than $1 million.

Any additional workers' compensation requirements can be found in Attachment A, Special Terms and Conditions.

7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than $1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than $2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided
under a standard commercial general liability policy, including contractual liability coverage.

7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

X The Contractor will maintain commercial automobile liability insurance with a limit of not less than $1 million each accident combined bodily injury and property damage. The aggregate limit will be at least $2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than $100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least $300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a

business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contact, the coverage will include owned, hired and non-owned automobiles.

7.5 **Miscellaneous Insurance Provisions**

A. The Contractor's liability insurance provision will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.

B. ~~The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will include the County, its officers, officials, employees and agents as additional insureds with respect to performance of services.~~

C. ~~The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will contain no special limitations on the scope of protection afforded to the County as an additional insured.~~

D. In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an "additional insured" under the liability coverage provided by the joint self-insurance program.

E. Any failure to comply with reporting provisions of the policies will not affect the coverage provided to the County, its officers, officials, employees or agents.

F. The Contractor's insurance will apply separately to each insured against whom a Claim is made or suit is brought subject to the limits of the insurer's liability.

G. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.

H. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.

I. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as claims-made-policy, then the Contractor must evidence the purchase of an

extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 **Verification of Coverage and Acceptability of Insurers**.

A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section before work under this Contract shall commence. The certificate shall, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.

C. The Contractor will furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured or a letter of self-insurance from a public entity risk pool which waives the requirement.

D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.

E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send verification to the County that the Contractor is currently paying workers' compensation.

F. **Evidence of such insurance**, as required above, shall be provided to the County at the following address:

Hannah Shockley, Human Services Planner Program, Kitsap County Department of Human Services 614 Division Street, MS-23 Port Orchard, WA 98366 360-337-4827

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

G. Written notice of cancellation or change will be mailed to the County Risk Management Division as provided above.

H. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.

8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by the County to the Contractor. No costs incurred after the effective date of termination will be paid.

8.3 If the Contractor breaches any of its obligations under the Contract and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

9.1 The Contractor will perform under the Contract using only its bona fide employees or agents. The obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.

9.2 If permitted to use subcontractors, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this Contract and all applicable laws.

9.3 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an employee, agent or servant of the County. The Contractor will perform the services in strict accordance with the provisions of the Contract, but will be free from control or direction over the performance of the services.

10.2 The Contractor acknowledges that it meets the criteria of an independent contractor because at least one of the following applies: (a) the services to be provided are outside the usual course of business for which the services are performed; (b) the services to be provided will be performed outside all of the places of business of the Contractor; or (c) the Contractor is responsible for the costs of the principal place of business from which the services will be performed.

10.3 The Contractor warrants that it either: (a) is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the Contract; or (b) has a principal place of business for the business it is conducting that is eligible for a business deduction for federal income tax purposes.

10.4 The Contractor acknowledges that it: (a) is responsible for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for the type of business the Contractor is conducting; (b) has established an account with the State of Washington Department of Revenue and any other applicable state agencies for the business the Contractor is conducting for the payment of all state taxes normally paid by employers and businesses; and (c) has registered for and received a unified business identifier number from the State of Washington.

10.5 The Contractor warrants that it maintains a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

10.6 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and that the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County employees or agents.

10.7 In the event that any of the Contractor's employees, agents, servants or subcontractors, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this Contract or indicates that they are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measure to prevent said employee, agent or servant from performing or providing any such services.

10.8 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any loss or expense, including, but not limited to, settlements, judgments, set-offs, attorneys' fees or costs, incurred or suffered by reason of Claims or demands arising in connection with the provisions of this Section.

SECTION 11. COMPLIANCE WITH LAWS

11.1 The Contractor, its employees, assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status or the presence of disability.

11.2 The Contractor, its employees, assignees, delegates and subcontractors will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.

11.3 The Contractor and its subcontractors, employees, agents, assignees and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

11.4 Religious Activities. If the Contractor is a faith-based or religious organization, it retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. Such a Contractor, however, may not use any funding provided under this Agreement to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may such a Contractor condition the provision of services provided pursuant to this Agreement upon a participant's engaging in any such explicitly religious activities.

SECTION 12. DOCUMENTATION AND OWNERSHIP OF MATERIALS

12.1 The Contractor will maintain readily accessible records and documents sufficient to provide an audit trail needed by the County to identify the receipt and expenditure of funds under this Contract, and to keep on record all source documents, such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.

12.2 The Contractor will maintain property record cards and property identification tabs as may be directed by County codes and changes thereto. This applies only to property purchased from funds under this Contract specifically designated for such purposes. Ownership of equipment purchased with funds under this Contract so designated for purchase shall rest in the County and such equipment shall be so identified.

12.3 The Contractor will provide a detailed record of all sources of income for any programs it operates pursuant to this Contract, including state grants, fees, donations, federal funds and others funds outlined in this Contract, or any amendments or modifications to this Contract. Expenditure of all funds payable under this Contract must be in accordance with the attached Statement of Work.

12.4 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

12.5 All property and patent rights, including publication rights, and other documentation, including, machine-readable media, produced by the Contractor in connection with the work provided for under this Contract shall vest in the County and such materials will be provided to the County upon request.

12.6 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.

16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

16.3 If the Contractor is a federally recognized Indian tribe, the following provision applies: Each party hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the other party relating to, or arising under, this Contract. Each party hereby voluntarily consents to the personal jurisdiction of the Superior Court of the State of Washington, County of Kitsap, solely for this purpose.

SECTION 17. MISCELLANEOUS

17.1 **Authority.** The Contractor certifies that it has the legal authority to apply for the funds covered under this Contract.

17.2 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.

17.3 **Remedies.** All remedies provided for in this Contract will be construed as cumulative and will be in addition to any other remedies provided by law.

17.4 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.

17.5 **Conflict of Interest.** The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

17.6 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representative from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.

17.7 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Contract.

17.8 **Publication.** The Contractor will not publish any results of the works performed under this Contract without the advance written permission of the County.

17.9 **County Review.** The County may, at reasonable times, review and monitor the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Board of County Commissioners, or its respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by County agents or employees, and the inspection of all records or other materials which the County deems pertinent to the Contract and its performance, except those deemed confidential by law.

17.10 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

17.11 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

17.12 **Attachments.** The parties acknowledge that the following attachments, which will be attached to this Contract, are expressly incorporated by this reference:

Attachment A – Special Terms and Conditions
Attachment B – Statement of Work
Attachment C – Budget Summary/Estimated Expenditures

In the event of an inconsistency between these General Terms and Conditions and the attachments, precedence shall be given in the following order: (1) General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget Summary/Estimated Expenditures.

17.13 **Whole Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the Contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

17.14 **Notices.** Any notice will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives' provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

ATTACHMENT A: SPECIAL TERMS and CONDITIONS

1/10th of 1% Mental Health, Chemical Dependency and Therapeutic Courts

Purpose

The purpose of funding provided through this contract is to augment state and federal funding of mental health, chemical dependency and therapeutic court programs and services with the goal of preventing and reducing the impacts of disabling chemical dependency and mental illness by creating and investing in effective, data-driven programs for a continuum of recovery-oriented systems of care per RCW 82.14.460. Funding must be used solely for the purpose of providing for the operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services. No funding provided under this contract may be used to supplant existing funding for these programs.

Collaboration and Collective Impact

The Contractor shall take the initiative to work with other systems to reduce fragmentation or duplication and to strengthen working relationships utilizing collective impact strategies. The Contractor will provide quarterly updates on collaborative efforts and outreach activities that will include issues mutually identified by the Contractor and respective systems that can be addresses through collective impact strategies. Examples of such systems include: criminal justice, corrections, juvenile rehabilitation, mental health, aging, veterans, child protection and welfare, adult protection and welfare, education, juvenile justice, housing, employment services, primary health care plans and other publicly-funded entities promoting substance abuse and mental health services.

All agencies providing services to working age adults and youth shall establish a connection with the local WorkSource system to ensure people have access to employment training and placement services.

Identification and Coordination of Available Funding Sources

The Contractor is required to identify and coordinate all available funding resources to pay for the mental health and chemical dependency services funded by this contract, including Federal (Medicaid and Affordable Care Act, etc.), State, local, private insurance and other private sources. The 1/10th of 1% funding should be utilized as a Payor of Last Resort. Contractor will provide a report by December 31 and June 30 each year funding is received under this grant detailing what other funding sources have been investigated, what the outcome was and what the future potential for alternative funding.

Requirements.

Background Checks (RCW 43.43, WAC 388-877 & 388-877B)
The Contractor shall ensure a criminal background check is conducted for all staff members; case managers, outreach staff members, etc.; or volunteers who have unsupervised access to children, adolescents, and vulnerable adults.

Services and Activities to Ethnic Minorities and Diverse Populations
The Contractor shall: Ensure all services and activities provided by the Contractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all ethnic minorities. Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of treatment and prevention services as identified in their needs assessment.

Audit Requirements

If the Contractor is subject to OMB Circular A-133, the County shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per A-133 requirements.

Requirements for providing behavioral health "treatment" services include: If the Contractor is providing mental health, substance use disorder, co-occurring and/or problem and pathological gambling "treatment" services, they must meet the requirements of chapter 388-877 WAC, applicable local and state rules, state and federal statutes, must be authorized, licensed and/or certified to provide these services, and/or subcontract with organizations or individuals authorized, licensed and/or certified to provide these services.

Or

Subcontract with an agency who meets the requirements of chapter 388-877 WAC, applicable local and state rules, state and federal statutes, must be authorized, licensed and/or certified to provide these services, and/or subcontract with organizations or individuals authorized, licensed and/or certified to provide these services.

Or

Subcontract with an individual who is licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. The individual meets the requirements of 18.225 RCW and practices within their scope of work.

ATTACHMENT B: STATEMENT OF WORK

Poulsbo Fire Department – Kitsap Fire CARES

Background

In 2005, Washington State approved legislation allowing counties to raise their local sales tax by one-tenth of one percent to augment state funding of mental health and chemical dependency programs and services. In September 2013, the Kitsap County Board of Commissioners passed a resolution authorizing a sales and use tax for Mental Health, Chemical Dependency and Therapeutic Court Programs. The goal of this tax is to prevent and reduce the impacts of disabling chemical dependency and mental illness by creating and investing in effective, data-driven programs for a continuum of recovery- oriented systems of care.

Project Description

The Kitsap CARES Program provides a coordinated community behavioral health response that reduces avoidable 911 calls, hospitalizations, and emergency transports. CARES community support specialists engage individuals with behavioral health, substance use, and chronic health conditions to improve long-term stability and connection to care. This project will provide behavioral health services within the Outpatient Services level of the continuum of care and addresses the following strategic goals:

- Improve the health status and wellbeing of Kitsap County residents.
- Reduce the incidence and severity of chemical dependency and/or mental health disorders in adults and youth.
- Reduce the number of people in Kitsap County who use costly interventions including hospitals, emergency rooms, and crisis services.

This project will provide field-based behavioral health outreach, crisis intervention, and care coordination services through the Kitsap Fire CARES team. The program delivers person-centered support providing immediate stabilization and subsequent connection to area services, resources, and supports es while reducing unnecessary use of 911 and emergency departments. Kitsap Fire CARES is projected to serve more than 1,500 unique individuals seeking long-term recovery supports in 2027.

Project Activities

The CARES Unit will respond to fire and police requests for service, and respond in the field either immediately or with a follow-up visit. Services will include non-clinical assessment, non-clinical evaluation, education, referrals, care planning and case management. The CARES Unit will be equipped with standard outreach supplies and can transport or arrange transport to nonemergency room destinations. Staff will work closely with Designated Crisis Responders and staff at our county hospital and behavioral health agencies.

The CARES Program will respond to calls involving behavioral health issues, defined here as mental health disorders (including cognitive decline), substance use disorders including overdose events, and suicidality. Services will focus on areas served by the Poulsbo Fire Department, Central Kitsap Fire, South Kitsap Fire, North Kitsap Fire, and Bainbridge Island Fire Departments. Case management services will be provided to 50 to 75 individuals per department. The CARES Unit will provide support to individuals while they are waiting to connect to providers and will work with providers to ensure timely, successful handoffs into care.

Each Fire CARES team will employ two human service professionals responding in pairs to calls for service on-scene or in the field. All Fire Departments will provide a vehicle appropriate for use as a CARES Unit. Operational supervision of the CARES Units will be provided by the CARES Program Administrator.

Project Design

The Washington State legislature authorized fire-based CARES programs in 2017 (RCW 35.21.930). This legislation recognizes low-acuity assistance, education and referral services as an emerging best practice, and mandates the state Department of Health to work with fire departments to support these programs. CARES units exist throughout Washington state (including King, Pierce, Snohomish, Jefferson, and Spokane counties) and have been widely praised for their capacity to reduce emergency health care utilization and improve patient outcomes.

The CARES approach is recognized as a best practice outside of Washington State. Fire services, nationwide, are creating low acuity mobile services, or Mobile Integrated Healthcare Units (MIH), in recognition of their importance in crisis prevention, nonemergent field response, and follow up case management.

Kitsap Fire Cares goal is to enhance the quality of life and decrease the suffering of citizens relying on 911 services for assistance. To meet this goal, we will use the following KPI's.

1. Reduce Harm from Substance Abuse Disorders: direct access to contracted CARES SUPD, detox services, inpatient rehabilitation
2. Access to Behavioral Health and Medical Care: connect citizens directly to behavioral health and PCP services.
3. Promoting Enhanced Mobility: CARES provides prescriptions and connections to physical therapy.

4. Food security: Connect citizens with SNAP benefits, food banks.
5. Financial Security: Establish VA, SS and DSHS benefits for citizens.

The CARES staffing breakout:

CARES Teams

(6) Bachelor level or greater human service professionals representing disciplines such as social work, human services, social services, psychology or related field: two in Poulsbo, two in Central Kitsap, two in South Kitsap.

Executive Leadership:

(3) Fire Chiefs: one from Poulsbo Fire, one from Central Kitsap Fire, one from South Kitsap Fire

SUDP services provided by partnership with Kitsap Recovery Center Program

Managers:

(1) CARES Program Administrator from Poulsbo Fire

Project Outcomes and Measurements

The contractor will participate in the Evaluation Plan for Treatment Sales Tax Programs. Programs or services implemented under the Treatment Sales Tax are reviewed by the Community Advisory Committee and monitored by the Human Services Department.

The Contractor will have an evaluation plan with performance measures developed in partnership with Sound Within contracted Epidemiologist. The emphasis will be on capturing data at regular intervals that can be used to determine whether Treatment Sales Tax funded programs met expectations. Some common measures will be identified that will be reported on. Evaluation efforts must include standardized data collection and reporting processes that produce the following types of information:

- Quantity of services (outputs).
- Level of change occurring among participants (outcomes).
- Return-on-investment or cost-benefit (system savings) if evidence-based.
- Adherence to the model (fidelity).
- Common measures reported through Kitsap Public Health District

Data will be collected to monitor the following goals and objectives.

Goal 1: Strengthen early intervention and coordinated response across Kitsap County. Promote proactive outreach and follow-up to connect individuals in crisis with timely and appropriate care.

Objectives:

- Provide consistent follow-up and coordination for all CARES referrals across Poulsbo/North, Central, and South Kitsap.
- Engage individuals through direct contact, collateral communication, and administrative support to ensure continuity of care.
- Track demographics (age, gender) to inform equitable service delivery.

Metrics: (Quarterly Reporting unless YTD in Q4):

- Referrals to CARES (Target: 500 CARES referrals accepted for service per quarter)
- Direct client initial contacts made (Target: 400 per quarter)
- Direct client follow-up completed (Target: 300 per quarter)
- Collateral contacts: (Target: 300 per quarter)
- Administrative coordination contacts: (Target: 150 per quarter)
- Total number of encounters (Target: 1,150 per quarter)
- Total unduplicated individuals served YTD (Target: 1500 annually) • Participant demographics: age, gender (reported quarterly)

Goal 2: Reduce reliance on emergency systems and acute care utilization.
Track and demonstrate reductions in 911 calls and hospital visits among program participants. **Objectives:**

- Collect and analyze historical and current data to measure reduction trends in 911 and hospital utilization.
- Support clients in building care plans that divert from emergency response toward planned, preventive care.
- Track outcomes by region to identify high-need areas and opportunities for targeted intervention.

Metrics:

- Percentage reduction in 911 calls compared to same quarter one year prior (Target: 65%)
- Percentage reduction in hospital visits compared to baseline, in 3-month intervals (Target: 65%)
- Number of participants demonstrating reduced emergency system use post engagement (Target: 65%)
- Number of successful client engagements in planned health or recovery care (full active client: successful engagement and completion of services) (Target: 75% annually)

Goal 3: Enhance community health through sustainable collaboration.
Build partnerships that improve system efficiency and long-term participant outcomes.

Objectives:

- Strengthen coordination between fire departments, behavioral health providers, and local hospitals.
- Participate in regional data sharing and case conferencing to improve continuity of care.
- Gather feedback from clients and partners to inform program improvement and sustainability.

Metrics:

- Number of interagency coordination meetings held (Target: 3 per quarter)
- Number of referrals: fire/EMS → behavioral health (Target: 275 per quarter)

Data Collection

The Contractor will provide a Quarterly Report to the Kitsap County Human Services Department by April 30, July 31, October 31, 2027 and January 31, 2028 each year funding is received under this grant detailing progress made on program outcomes during the quarter, what other funding sources have been investigated, and what the future potential for alternative funding is. In addition, outcomes identified in the Evaluation Plan for Mental Health, Chemical Dependency and Therapeutic Court Programs will be reported.

Billing and Payment

Contract payments to Contractor shall be requested using an invoice form, which is supplied by the County. Contractor invoices must be sent to the County by the fifteenth (15th) calendar day after the end of the month.

The Contractor is authorized to receive payments in accordance with the cost reimbursable budget included under this contract. The Contractor will comply with the following standards as applicable.

Reimbursement Request – Upon Completion of each month, the Contractor must provide to the County a written explanation of expenditures which are less than 90% of, or more than 115% of, the year-to-date budgeted total.

All payments to be made by the County under this contract shall be made to:

The contract shall not exceed the total amount indicated on the cover sheet of this contract and any other modifications hereof.

ATTACHMENT C: BUDGET SUMMARY/ESTIMATED EXPENDITURES

Mental Health, Chemical Dependency and Therapeutic Court Program
2027 Expenditure Form 1/1/27 - 12/31/27

Agency Name:

Poulsbo Fire Department: Kitsap Fire CARES

Program:

Cost Categories	Budget	Percent	Current Billing	YTD Billing	Remaining Budget
Administration Salaries/Benefits	$ -	0%	$ -	$ -	$ -
Administration Other	$ -	0%	$ -	$ -	$ -
Aministration (15% of expenditures)	**$ -**	**0%**	**$ -**	**$ -**	**$ -**
Program Services					
Salaries - 3 CARES Community Support Specialists	$ 285,000.00	76%	$ -	$ -	$ 285,000.00
Benefits - 3 CARES Community Support Specialists	$ 90,000.00	24%	$ -	$ -	$ 90,000.00
		0%	$ -	$ -	$ -
		0%	$ -	$ -	$ -
		0%	$ -	$ -	$ -
		0%	$ -	$ -	$ -
		0%	$ -	$ -	$ -

		0%	$ -	$ -	$ -
		0%	$ -	$ -	$ -
		0%	$ -	$ -	$ -
Program Services Total	**$ 375,000.00**	**100%**	**$ -**	**$ -**	**$ 375,000.00**
Total Project Budget	**$ 375,000.00**	**100%**	**$ -**	**$ -**	**$ 375,000.00**

15% admin is allowed, but can be budgeted in program if not needed or less is needed.

Cost Categories must have clear backup (program related payroll, people served and hours associated with them and signatures of clients agreeing to service, expense reports, Case Notes, itemized receipts, etc.)

Admin must be backed up by payroll, receipts, and a allocation explanation of indirect expenses if operating more than one program.

Year to date billing (previous month YTD + current month billing) must equal KC records of payments to date + current billing

Mental Health, Chemical Dependency and Therapeutic Court Program
2027 FTE Breakout 1/1/27 - 12/31/27

	% in 1/10th	% in Other Programs	Employee Ttl Salary	Employee Ttl Benefits	Total Budgeted to 1/10th

Administration

	0		0	$ -	$ -	$ -
	0	0	$	-	$	**Total**
Administration Salaries/Benefits						$ -
Program						$ -
Community Support Specialist - PFD	1		0	$ 95,000.00	$ 30,000.00	
Community Support Specialist - CKFR	1		0	$ 95,000.00	$ 30,000.00	
Community Support Specialist - SKFR	1		0	$ 95,000.00	$ 30,000.00	
	0		0		$ -	$ 125,000.00
Total Program Salaries/Benefits						$ 125,000.00
						$ 125,000.00
						$ -
						$ **375,000.00**

Poulsbo Fire Department: Kitsap Fire CARES

Mental Health, Chemical Dependency and Therapeutic Court Program
2027 Expenditure Form 1/1/27 - 12/31/27

Costs and Cost Allocation Plan

(This is an explanation of all budgeted costs. All costs should be able to be verified in monitoring with payroll reports, receipts and

Explanation

Program Services Payroll experiencing behavioral health and social-service related crises and delivers timely interventions that promote stabilization, connection CSS - PFD to care, and long-term resilience while reducing unnecessary activation of emergency systems.

Full-time CARES position at Central Kitsap Fire and Rescue (Kitsap Fire CARES subcontractor). The CARES program serves individuals experiencing behavioral health and social-service related crises and delivers timely interventions that promote stabilization, connection CSS - CKFR to care, and long-term resilience while reducing unnecessary activation of emergency systems. experiencing behavioral health and social-service related crises and delivers timely interventions that promote stabilization, connection CSS - SKFR to care, and long-term resilience while reducing unnecessary activation of emergency systems.

Administration Payroll

None

Other Costs

None

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Kitsap County Fire District #18

2 Business name/disregarded entity name, if different from above.

Poulsbo Fire Department

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) Government Entity - Special Purpose District

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

911 Liberty Road

Requester's name and address (optional)

6 City, state, and ZIP code

Poulsbo, WA 98370

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	1	–	1	9	9	8	3	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 2/12/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Enduris EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:
Poulsbo Fire Department
911 NE Liberty Road
Poulsbo, WA 98370

CERTIFICATE HOLDER:
Kitsap County Human Services Department
614 Division St. MS-23
Port Orchard, WA 98366

MEMORANDUM#: 2027-615-P-001

EFFECTIVE: September 1, 2026 through September 1, 2027, 12:01 AM local time for the Member
This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
GENERAL LIABILITY		
Including Bodily Injury, Property Damage, and Professional Liability	$1,000,000	$2,000,000
Including Employment Benefits Liability, Personal Injury, and Products and Completed Operations	$1,000,000	$2,000,000
AUTO LIABILITY Combined Single Limit; Hired and Non-Owned; Temporary Substitute	$1,000,000	$2,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY	N/A	N/A
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: N/A	N/A	N/A

CANCELLATION:
Should any of the above described coverage be canceled before the expiration date, notice will be delivered in accordance with the provisions of the Memorandum of Coverage.

MEMO:

Evidence of Member Coverage to a contracted party
Reference: Grant Agreement KC-010-27

Authorized Representative
September 25, 2026

enduris WASHINGTON

1610 S Technology Blvd, Suite 100 - Spokane Washington – 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875

Contracted Party Notice

Enduris Washington is a joint self-insurance program for public entities authorized by RCW 48.62.

Under RCW 48.62.061, the state risk manager shall adopt rules governing the management and operation of both individual and joint local government self-insurance programs covering property or liability risks. The rules are contained in the Washington Administrative Code (WAC) 200-100 and summarized as follows:

- Only members who sign the interlocal agreement binding them to contributions and assessments may participate in a local government risk pool (WAC 200-100-020).
- Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance (WAC 200-100-02005).
- Nonmembers shall not participate in any coverages of the joint self-insurance program including the self-insured retention layer and the excess insurance or reinsurance layer (WAC 200-10002007).

The state risk manager and the Washington Administrative Code prohibit Enduris of Washington from granting additional insured status to nonmembers. However, Enduris can cover the contractual liability undertaken by its members in most cases.
As long as the contract between an Enduris member and a third party qualifies as a "member contract" and the claims against the indemnitee third party are otherwise covered by the terms of the Memorandum of Coverage, the member district's indemnity obligation should also be covered.

Enduris Washington's memorandum of coverage (MOC) contains the definition of a "member contract" as follows:

SECTION IV – DEFINITIONS

[...]

O. Member Contract means a written contract that satisfies all of the following:

1. The agreement pertains to the Named Member's routine governmental operations, including professional services and mutual aid agreements, and by the contract terms the Named Member assumes the Tort liability of another to pay damages because of Bodily Injury or Property Damage to a third person or organization, or with respect to Professional Services to pay damages because of Public Officials Errors and Omissions to a third person or organization, and;
2. The agreement was entered into prior to the damage for which a claim is made.

   Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   A Member Contract does not include any part of any contract or agreement that indemnifies any person or organization for any claim and/or suit that is excluded by the terms of this Memorandum, or that indemnifies an architect, engineer, or surveyor arising out of preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or giving or failing to give directions or instructions, unless the architect, engineer or surveyor is an employee of the Named Member and the services are part of the Named Member's routine governmental operations.

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: Poulsbo Fire Department
Principal:
From: 09/25/2026 To: 09/25/2025
WA UBI Number:
RCW: All
Penalty Due: All
Wage Due: All
License Number:

Apply Filters Reset

Download all debarment data

Show 25 per page Showing 0 records First Previous Next Last

Company Name	UBI	License	Principals	Related Business	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.										

Show 25 per page Showing 0 records First Previous Next Last