

KITSAP COUNTY HUMAN SERVICES

Veterans Assistance Fund Contract

Contract Number: KC-119-24

Contractor: Kitsap Community Resources

Amount: \$706,410

Contract Term: January 1, 2024 – December 31, 2024

CFDA#: Not applicable

Purpose: This contract provides funding from the Veterans Assistance Fund (VAF) for management of the indigent veterans emergency assistance fund through Kitsap Community Resources (KRC).

This contract is made between Kitsap Community Resources (hereinafter “Contractor”) and the Kitsap County Department of Human Services (hereinafter the “County”). This notification of 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) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; and (4) Budget.

As evidenced by signatures hereon, the parties accept the terms and conditions of this contract. 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 Kitsap Community Resources having its principal office at 845 8th Street, Bremerton, WA 98337 (Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on January 1, 2024 and terminate on December 31, 2024. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is 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

Richard Becker, Human Services Planner
Kitsap County Department of Human Services

614 Division Street, MS-23
Port Orchard, WA 98366

Contractor's Contract Representative:

Anthony Ives, Executive Director
Kitsap Community Resources
845 8th Street
Bremerton, WA 98377

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Attachment C: Budget Summary, 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 \$706,410. 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 30 days of receiving it.

- 4.4 The County will submit payments for work performed to:
Kitsap Community Resources
845 8th Street
Bremerton, WA 98377
- 4.5 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.6 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.
- 4.7 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.
- 4.8 If the Contractor fails to perform any substantial obligation, and the failure has not been cured within 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.
- 4.9 The Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications, and experience.
- 4.10 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 the 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 **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 Not Applicable.

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 Contract, 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. 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.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought subject to the limits of the insurer's liability.
- F. 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.
- G. 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.

- H. 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 will, 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:

Richard Becker, Human Services Planner
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366

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 Human Services Department 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, and 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 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 or warrants 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 other 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 **Suspension, Debarment, and Lobbying.** The Contractor shall certify, on a separate form (Attachment D), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Attachment E), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.
- 17.13 **Attachments.** The parties acknowledge that the following attachments, which are 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
 - Attachment D – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - Attachment E – Certification Regarding Lobbying
- 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.
- 17.14 **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.
- 17.15 **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.

KC-119-24

Dated this 19 day of Dec, 2023.

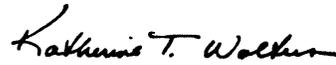
Dated this 8 day of Jan, 2024

**CONTRACTOR
KITSAP COMMUNITY RESOURCES**



Anthony Ives, Executive Director

KITSAP COUNTY WASHINGTON



KATHERINE T. WALTERS, Chair



CHRISTINE ROLFES, Commissioner



CHARLOTTE GARRIDO, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board



Approved as to form by the Prosecuting Attorney's Office

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

Not Applicable

ATTACHMENT B: STATEMENT OF WORK

Time Period: January 1, 2024 through December 31, 2024

Because of the variety of programs available to veterans through federal, state, and other entities, this program shall be solely known as the: **Kitsap County Veterans Assistance Fund (VAF)**.

The purpose of this contract is to provide indigent veterans with a 'one-stop' location, which will provide quick access to programs and services to those qualified who are living at the prescribed federal poverty level or less. The contract also provides a mechanism to distribute monies for temporary emergency assistance from the Kitsap County Veterans Assistance Fund to help meet temporary needs.

The County and the Contractor approach this contract with an understanding there needs to be a certain amount of flexibility and collaboration between both parties to ensure unforeseen circumstances can be resolved in an expeditious manner in accordance with the current policies and procedures governing responsive, effective, and efficient administration of the fund.

The Contractor will consult with Kitsap County officials, volunteer Veteran Service Officers from recognized Veteran organizations, other Kitsap County community service providers, and local businesses in developing and improving the delivery of services.

A. Required Core Services of the Contractor

The Contractor will provide core services for indigent veterans living in Kitsap County as described in the Policy and Procedures Manual for Helping Veterans in Need in Kitsap County (policy manual) located here on the Kitsap County Web Page - [Policies and Procedures signed Reso 2022.pdf \(kitsapgov.com\)](#); Kitsap County Ordinance 2.92, Veterans Assistance; and Chapter 73.08, Revised Code of Washington. All veterans seeking service will be assessed to determine eligibility for assistance, which includes:

1. Eligibility for temporary emergency assistance from the Veterans Assistance Fund.
2. Eligibility for all low-income programs and assistance provided by the Contractor.
3. For veterans meeting VAF criteria, issuing the appropriate warrants or vouchers to meet the emergent needs of the applicant.
4. All veterans, whether eligible for access the VAF or not, will be referred to the Contractor's other programs as well as other outside agencies which are deemed appropriate to address the Veterans' short and long term needs.
5. Veterans who qualify for the VAF will be given service priority over other veterans for the purpose of this contract.
6. If the needs of VAF-qualified veterans are beyond the scope of Policy Manual, Chapter 3; and other resources are not available, the Contractor can make

recommendations to the County's Veteran Assistance Program (VAP) Coordinator for additional assistance in individual cases on behalf the veteran.

7. Arrange transportation to KCR offices if necessary to provide services to VAF-qualified veterans who do not have transportation or may have difficulty traveling due to disabilities or health issues. In extraordinary circumstances, site visits may be necessary to assist the veteran after approval of the contractor's senior level manager in accordance with the organization's policies. Under no circumstances should the contractor representative visit a veteran's home alone.

8. Make contact with Kitsap County Jail staff once a week to coordinate a visit to the Jail when VAF-qualified veterans are incarcerated and request assistance.

9. Services described under this agreement will be available every day during the Contractor's normal work week. The principal employee or "Fund Administrator" will be a veteran, dedicated exclusively to serving and managing an active case load comprised of VAF-qualified veterans and their families. A non-veteran employee trained as a "Family Development Specialist" may be used in case of absence of the veteran employee.

B. Other Requirements of the Fund Administrator.

1. Keep the Kitsap County Veterans Program (VAP) Coordinator advised of any inconsistencies, impediments, or problems that may occur in the distribution of funds and/or make recommendations for policy manual amendments. This includes notifying the VAP Coordinator within one business day of the Fund Administrator's planned or unplanned absence of over three business days and identifying the individual serving as the "relief" and their contact information during the absence.

2. Meeting and Event Support. The Fund Administrator shall attend:

- Veterans Advisory Board meetings in the months of July and November as arranged with the VAP Coordinator. Attendance at other monthly VAB meetings is welcomed and encouraged.
- Two Veteran Stand Down events each year.
- Each Veterans Housing Options Group meeting.

3. Seek, obtain, and document prior approval from the VAP Coordinator for any disbursement request or combination of requests that exceeds VAF limits. Formal prior approval is also required for any requested item or service that is not specifically defined in the governing policies and procedures manual.

4. Forms will be developed cooperatively between the Contractor, the VAP Coordinator, and other entities that may have to use them. Printed materials related to this contract will include the full name of the program, "Kitsap County Veterans Assistance Fund".

C. Customer Service

1. Maintain at least one active phone line with 24/7 voice mail access to receive phone calls from current and potential clients. The phone line must be published in resource materials. Care must be taken to assure the voice mail box(es) used to receive calls do not reach full capacity, preventing the caller from leaving a message.
2. Respond to 97% of all phone calls to the published phone line (and cell phone if that option is available) within one business day of receipt. Three attempts at speaking directly with the caller is an acceptable response. If unable to speak with the caller, then leaving voice mail for the veterans with the contractor representative's name, phone number with extension, with a brief message shall be documented.
3. Respond to 95% of the veterans visiting Kitsap Community Resources offices requesting assistance within one business day after the visit. Reaching out via phone to speak with the veteran, leaving voice mail, and documenting the attempts within one business day of the visit will satisfy this requirement.
4. Acknowledge 95% of email messages from veterans within two business days. Email may be acknowledged with a return email or a phone call as detailed in paragraph C.2. above that is documented in the client's case file.
5. 95% of approved Veterans Assistance Fund applications will be paid to authorized providers within 7 business days after the application is approved by the fund administrator or the VAP Coordinator during contingency operations outlined in paragraph F below.
6. All requests affecting family members and especially children must be adjudicated without delay.

D. Reports.

1. Maintain and operate a computerized data base that includes the demographic information listed below. The data base must be capable of generating a variety of reports based on selection of fields.
2. Provide a monthly disposition report no later than the first Tuesday of each month on all applicants to the VAP Coordinator that includes:
 - a. General information
 - Number of total applications received.
 - Number of new applicants (first time requesting assistance).
 - Number of returning applicants.
 - Number of applications accepted.
 - Number of applications denied and why.
 - Number of non-VAF-qualified applicants referred to other programs, noting program types.
 - Number of VAF-qualified applicants referred to other programs, noting program types.

- Race/Ethnicity
 - Gender
 - Age
- b. VAF - qualified —individual data
- Veteran's full name.
 - Veteran's last four digits of social security number.
 - Name of vendor issued check or voucher on Veteran's behalf.
 - Type of service being paid for.
 - Dollar amount for each type of service.
 - Date of issuance of service.
 - Referral to other programs.
 - Date first accessed the VAF.
 - Total disbursement amount over the past 12 months

When the first Tuesday of the month falls after a holiday or is the first day of the month then the report shall be submitted by the close of business the next business day.

3. The Contractor will use the data collected to compile a summarized monthly report in Microsoft Excel for the Veterans Advisory Board that does not compromise the confidentiality of individual applicants.

4. The Contractor will not release any program information under this contract to the media or the public without the approval of the VAP Coordinator or their supervisor.

5. If a review of records by the County indicates the Contractor erred in awarding VAF funds, the Contractor will reimburse the County for the award amount only.

6. Upon signature of this agreement, the Contractor will provide the County with all Contractor information/data required by Policy Manual Chapter 5, Paragraph 4.

E. Program Review. The contractor shall participate in two reviews of the program in the months of May and November each year as coordinated between the contractor's Fund Administrator and the Kitsap County Veteran Program Coordinator. The review will consist of an examination of client files to evaluate compliance with the program policies and procedures, examine client feedback regarding the program, and examine the application process with perceived barriers.

F. Grievance/Appeal Process for Clients.

The Contractor will have an internal grievance or appeal process available to applicant Veterans who feel their treatment or denial of VAF assistance was not appropriate. If the Veteran does not find the results of the internal review satisfactory, the Contractor will direct the Veteran to the VAP Coordinator for final review of his or her grievance.

G. Contingency Operations. On the rare occasion the contractor's VAF fund administrator is not available or available staff cannot meet timely voucher processing timelines, the contractor shall have a process in place that will recognize the approval

of VAF applications by the Kitsap County VAP Coordinator so that vouchers can be issued without delay to meet emergent needs of the veterans in the most expeditious manner possible. The VAP Coordinator shall capture and report required data so that the contractor's internal data reporting systems can be updated at the earliest possible time after approval of the application.

ATTACHMENT C: BUDGET SUMMARY

**Kitsap County Veterans Assistance Program Budget KC-119-24
January 1, 2024 – December 31, 2024**

| Staff / Operations | Amount |
|--|------------------|
| Wages | |
| Fringe | |
| Program Support (Supplies, Postage, Mileage, Telephone, Training) | |
| Space | |
| Staff Sub-Total | \$91,150 |
| | |
| Indirect Rate 8.8% | \$62,162 |
| | |
| Program Operations Total | \$153,312 |
| | |
| | |
| Direct Emergency Assistance Total | \$553,098 |
| | |
| Total Contract | \$706,410 |

ATTACHMENT D: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR:

Name: Anthony J. Ives / FCB

Title: Executive Director

DATE: 12/19/23

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

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

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

Kitsap Community Resources

Contractor Organization

ALL

Signature of Certifying Official

12/19/23

Date

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: Principal: From: To:
WA UBI Number: RCW: Penalty Due: Wage Due:
License Number:

[Download all debarment data](#)

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

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