

## **CONTRACT FOR HUMAN SERVICES**

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 (the Contractor).

### **SECTION 1. EFFECTIVE DATE OF CONTRACT**

The Contract will become effective on July 1, 2025 and terminate on June, 30, 2027. In no event will the Contract become effective unless and until it is approved and executed by the Kitsap County Board of County Commissioners or the Kitsap County Administrator.

### **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**

Carl Borg, Housing and Homelessness Division Manager

Housing and Homelessness Division  
Kitsap County Department of Human Services  
345 6<sup>th</sup> Street, Suite 400  
Bremerton, WA 98337  
(360) 979-6027  
ceborg@kitsap.gov

**Contractor's Contract Representative**

Anthony Ives, Executive Director  
Kitsap Community Resources  
845 8th Street  
Bremerton, WA 98337  
(360) 473-2013  
aives@kcr.org

**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 \$819,228. 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 98337
- 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):

Not Applicable.

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 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:

Carl Borg  
Housing and Homelessness Division  
Kitsap County Department of Human Services  
345 6<sup>th</sup> Street, Suite 400  
Bremerton, WA 98337  
ceborg@kitsap.gov

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.

This contract is effective July 1, 2025.

Dated this 18<sup>th</sup> day of August, 2025.

**KITSAP COMMUNITY RESOURCES**



Signature

**ANTHONY IVES**

Print Name

**EXECUTIVE DIRECTOR**

Title

ATTEST:



**DANA DANIELS, CLERK OF THE BOARD**

Dated this 20 day of August, 2025.

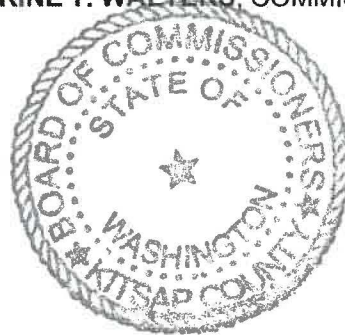
**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

**NOT PRESENT**

**CHRISTINE ROLFES, CHAIR**



**ORAN ROOT, COMMISSIONER**

  
**KATHERINE T. WALTERS, COMMISSIONER**

**Approved as to form by the Prosecuting Attorney's Office**

SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT STATE FUNDS  
*Kitsap County Contract with WA State Dept. of Commerce*

**Attachment A**

**ATTACHMENT A: SPECIAL TERMS AND CONDITIONS**

***Kitsap County Contract with WA State Department of Commerce:***

**WA STATE DEPARTMENT OF COMMERCE, Housing Division, Homelessness Assistance Unit (HAU)– Consolidated Homeless Grant (CHG)**

**Reference Grant Number: 26-46108-15,**

**Kitsap County Grant Reference: KC-346-25,**

**Time Period: July 1, 2025 – June 30, 2027**



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT STATE FUNDS**  
**Kitsap County Contract with WA State Dept. of Commerce**

**Attachment A**

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**Special Terms and Conditions**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$16,685,945.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

**Expenses**

Grantee shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$16,685,945.00. This amount is included in the Grant total above.

If travel is required to complete the scope of work and is approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the [State of Washington Office of Financial Management Travel Regulations](#).

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Grant Number 26-46108-15.

If applicable, Grantee must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Grantee's Statewide Vendor (SVW) number.

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT STATE FUNDS  
Kitsap County Contract with WA State Dept. of Commerce**

**Attachment A**

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COMMERCE may, in its sole discretion, terminate this Grant or withhold payments if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE. No payments in advance of or in anticipation of any expense reimbursable under this Grant shall be made by COMMERCE.

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

**Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

**Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

**5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

Additionally, the Contractor is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than \$1,000,000 per occurrence.

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**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CHG Guidelines, incorporated by reference on the Face Sheet.



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**General Terms and Conditions**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

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- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.



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**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

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Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.



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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

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**Attachment A: Scope of Work**

- A. Consolidated Homeless Grant funding must be prioritized for preserving and maintaining existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report.
- B. Contractor shall commit to operating a high-performing crisis response system in their county by:
  - a. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
  - b. Employing a progressive engagement service model.
  - c. Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
  - d. Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.
  - e. Prioritizing funding to preserve and maintain existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report.
- C. Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
  - a. An Invoice and Voucher Detail Worksheet, along with at a minimum, a General Ledger generated from the organization's accounting system. The General Ledger must include transaction-level detail for all costs that have been paid and are being claimed for reimbursement. These documents are due by the 20th of the month following the month in which services were provided.
- D. Contractor shall submit the following deliverables on time with truthful, accurate information:
  - a. Local Homeless Housing Plan and Annual Report.
  - b. Annual County Expenditure Report/Homeless Housing Inventory including Point-In-Time Count information.
  - c. HEN Essential Needs Report.
  - d. Grantees shall commit to reporting quality timely HMIS data.
- E. Contractor shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines.
- F. Performance Requirements:
  - a. Housing Outcomes: For each intervention type funded by the Consolidated Homeless Grant, grantees must adopt the required housing outcome performance measure outlined in the Consolidated Homeless Grant Guidelines, Appendix D, Table A. Grantees must improve housing outcomes by making progress towards the statewide performance target.
  - b. Equitable Outcomes: For each of the required housing outcome performance measures, outcomes across racial and ethnic demographics should not be significantly less than the overall rate. The "overall rate" refers to the rate of a particular intervention type's total exits to positive outcomes. This is inclusive of all ethnic or racial categories.
  - c. Equitable Access: While not a formal performance measure that will be monitored, grantees are expected to use equitable access data to identify underserved populations, assess the impact of their access strategies and work to improve equitable access as needed. Grantees can access this data through the Washington Balance of State Equitable Access Dashboard which compares the race and ethnicity of households entering the homeless system (HMIS) to the race and ethnicity of the homeless and unstably housed populations (The Snapshot Report)

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**Attachment B: Budget**

Budget	Total
Standard (SFY 2026 and 2027)	
Standard Admin	\$231,692.00
Standard Rent	\$408,900.00
Standard Facility Support	\$0.00
Standard Operations	\$686,611.00
Homelessness Prevention (SFY 2026 and 2027)	
Homelessness Prevention Admin	\$598,944.00
Homelessness Prevention Rent	\$2,570,190.00
Homelessness Prevention Operations	\$1,340,170.00
Emergency Housing (SFY 2026)	
Emergency Housing Admin 2026	\$333,825.00
Emergency Housing Rent 2026	\$0.00
Emergency Housing Facility Support 2026	\$664,804.00
Emergency Housing Operations 2026	\$1,336,334.00
Emergency Housing (SFY 2027)	
Emergency Housing Admin 2027	\$338,050.00
Emergency Housing Rent 2027	\$0.00
Emergency Housing Facility Support 2027	\$665,639.00
Emergency Housing Operations 2027	\$1,331,274.00
PSH CHF (SFY 2026 and SFY 2027)	
PSH CHF Rent/Fac Support	\$250,000.00
PSH CHF Operations	\$82,500.00
Inflationary Increase (SFY 2026 and SFY 2027)	
Inflation Increase 2026	\$573,054.00
Inflation Increase 2027	\$573,054.00
Document Recording Fee (DRF) Backfill (SFY 2026)	
DRF Backfill 2026	\$1,443,968.00
HEN (SFY 2026)	
HEN Admin 2026	\$216,122.00
HEN Rent/Fac Support 2026	\$941,002.00
HEN Operations 2026	\$471,344.00
HEN (SFY 2027)	
HEN Admin 2027	\$216,122.00
HEN Rent/Fac Support 2027	\$941,002.00
HEN Operations 2027	\$471,344.00
<b>TOTAL</b>	<b>\$16,685,945.00</b>



## **ATTACHMENT B: STATEMENT OF WORK**

### **Summary of Work**

Grant funds to Kitsap Community Resources for Housing Solutions Center, a Coordinated Entry program, located at 1201 Park Ave Bremerton, WA 98337 for operations for the contract period, as detailed in the Response to the Kitsap Coordinated Entry Program Request for Proposals.

Provide coordinated entry services for all Kitsap County households (a household may comprise an individual or two or more people who self-define as a household) experiencing homelessness, imminently losing housing, or at-risk of homelessness. These coordinated entry services include outreach, intake, assessment, prioritization, and referral to appropriate housing and resources; a diversion/prevention intervention program; management of a priority pool for emergency shelter beds; and coordination with community partners.

The contracted program must adhere to the [Coordinated Entry Guidelines](#), the [CHG Guidelines](#), and the [Kitsap County Grant Guidelines Handbook](#). All three documents are updated periodically.

### **Scope of Work**

The following comprise the elements of the scope of work, including specific requirements:

Housing Solutions Center to be operated as a Coordinated Entry Program meeting the following criteria as defined in the Kitsap Coordinated Entry Program Request for Proposals.

### **Planning**

- Develop and implement written standards for evaluating households' eligibility for programs.
- Develop and implement written standards for prioritizing which eligible households will receive immediate referrals and/or referrals to the different housing and service programs.
- Establish and carry out an affirmative marketing strategy for CEP services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, physical disability, or sexual orientation and identification, and any other protected classes identified by state or federal regulation.
- Advertise CEP services and availability throughout the County.
- Execute Partnership Agreements with each partner agency to which the CEP makes referrals, that includes at a minimum:
  - o The process by which referrals are made.
  - o The process by which referrals may be refused.
  - o Partner agencies must make a good faith effort to serve clients who are referred from the CEP.
  - o Partner agencies must participate in the PAAG.

- o Partner agencies will send walk-in clients to the CEP for intake and basic assessment. Some exceptions to this may be made for youth, domestic violence survivors, and in other cases specifically negotiated by the CEP with a partner agency.
- Convene a Partner Agency Advisory Group (PAAG), which will consist of all Coordinated Entry Program partner agencies. The PAAG will meet on a regular basis to provide feedback on the CEP, resolve issues and conflicts with the CEP and among Partner Agencies, and suggest improvements for the CEP.

### **Marketing**

The community should have familiarity with the CEP, so that when households are in need of its services, they know where to go.

- Develop written policies and procedures which include a marketing strategy (fliers, brochures, outreach to relevant partners) to ensure the CEP is available to all eligible households regardless of actual or perceived race, color, national origin, religion, sex, age, familial status, disability, sexual orientation, gender identity, marital status and U.S. residency status.
- Advertise CEP access points to all eligible persons, mainstream systems of care, and other community partners within the entire CEP geographic region.
- Develop and distribute marketing materials about the CEP in at least three (3) languages to meet the varying needs of those who speak other languages, have Limited English Proficiency (LEP), and/or have limited literacy abilities, as is appropriate for Kitsap County.
- Ensure that the marketing strategy includes how to reach households least likely to apply.
- Ensure that all marketing materials are written in plain talk, avoid jargon, and are concise and visually easy to read. Ensure that marketing materials include access point hours of operation, languages spoken in-house and/or language line availability, and how CE is available (e.g., phone, online portal, email, mobile outreach, etc).

### **Access**

All households at imminent risk of, or experiencing, homelessness (as defined by the Kitsap Homeless Crisis Response and Housing Plan, and the Washington State Department of Commerce) and in need of diversion, prevention, or re-housing services will be served through this coordinated entry program.

Households seeking assistance will be screened to determine if the household qualifies for services from the CEP, and if so, an intake and basic assessment appointment will be scheduled. The standard will be for the household to receive a face-to-face intake assessment within 72 hours/3 business days of contact with the CEP.

- Provide at least three site-based access points that serve Kitsap residents located geographically throughout the County.

- Ensure that access points are sited in proximity to public transportation and other services or offer some variation to the assessment process in the form of a reasonable accommodation.
  - Coordinate CEP intakes and services with street outreach/engagement programs. Policies and procedures must be developed which describe how outreach efforts are linked with CEP.
  - Provide access to emergency services and referrals independent of the operating hours of the CEP access points. Written policies and procedures that outline the processes which ensure information about how to access emergency services is available independent of the operating hours of the CEP, and describe how households will be connected to the CEP from emergency services when the CEP next opens. Written policies and procedures that indicate whether or not emergency services will be prioritized and how they will be accessed if the assessment and prioritization process are not used. This should include voicemail recordings, website/social media, and signage on doors and should be listed on marketing materials.
  - Provide the same intake, assessment, and referral process, including standardized decision-making, at all access points.
  - Schedule appointments for households via telephone and email.
  - Provide and maintain a stand-alone website for the CEP. At a minimum including information about services provided, how to schedule appointments, contact information, access point locations, and how to get assistance after hours.
  - Ensure the safety of all households who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers.
  - Ensure that the CEP is low-barrier and adheres to state and federal anti-discrimination laws. The CEP should attempt to “screen in” all households, and households may not be screened out for any of the following:
    - o Having too little or no income
    - o Having poor credit or financial history
    - o Having poor or lack of rental history
    - o Having involvement with the criminal justice system
    - o Having active or history of alcohol and/or substance use
    - o Having a history of victimization
- § Information about a person’s history of victimization shall be kept confidential and may not be used against them
- § CE processes may not require “proof” or documentation to determine whether a person has a history of victimization or not

- o The type or extent of disability-related services or supports that are needed
  - o Previous system involvement
  - o No turning away of a person regardless of the number of times they have accessed services.
  - o Lacking ID
  - o Lacking proof of U.S. Residency Status
  - o Other behaviors perceived as indicating a lack of “housing readiness,” including perceived resistance to receiving services or lack of ability to demonstrate they will be successful on the program.
- Offer appropriate accommodations to ensure that the CEP is available to all eligible households regardless of actual or perceived race, color, national origin, religion, sex, age, familial status, disability, sexual orientation, gender identity, or marital status.
- Establish and implement written policies and procedures which include the steps taken to ensure access points are fully accessible, including accessible physical locations for individuals who use wheelchairs, as well as a plan to offer reasonable accommodation as needed (e.g. a different access point, a telephone number, or online access).
- Establish and implement written policies and procedures that ensure effective communication with individuals with disabilities, including access to all appropriate auxiliary aids and services necessary (e.g. braille, large type, assistive listening services, sign language interpreters).

### **Language Access**

Develop a language access plan (LAP) to ensure high-quality and appropriate language services which ensures effective communication with people who are non-English speaking or have limited English proficiency (LEP) and includes, at minimum:

- Needs Assessment: information about the needs of current and prospective clients whose preferred spoken and written language is a language other than English, including the number of individuals with LEP, places in which clients with limited English proficiency interact with the CE system and ways in which individuals interact with the CE system.
- Language Services: description of the types of services the CE system will provide, such as in-person interpretation and remote interpretation, description of materials needing translation and the languages used.
- Notices: description of how the CE system will let its clients know about the availability of services.

- Training: description of how the CE system will train staff on its policies and procedures for providing language assistance services, including who and how often.
- Evaluation: plan for when and how the CE system will monitor and update its plan, policies and procedures to ensure that needs are met and that there is a framework for continuous quality improvement.

### **Outreach/Engagement**

Outreach and engagement services are an important part of ensuring that the most vulnerable households receive housing and support services. Often the most vulnerable do not seek out assistance from a coordinated entry program. Therefore, it is incumbent on the CEP to make every effort to find and engage these households, building relationships over time that form the basis for provision of housing and services.

- CEP outreach/engagement staff should work to make contact with people experiencing homelessness who are not currently seeking assistance and/or have a history of chronic homelessness.
- While outreach can include efforts to understand service needs (e.g. behavioral health issues), the focus of the engagement should be problem solving to meet the person's housing needs, using a "housing first, then services" approach.
- For some chronically homeless individuals, multiple contacts over an extended period of time will likely be needed for engagement to be successful.
- CEP outreach/engagement services should be coordinated with other existing outreach/engagement services being provided in Kitsap County to avoid duplication or overlap.
- CEP should collaborate with other agencies that already work with marginalized communities.
- CEP outreach/engagement staff must be, at a minimum, trained on:
  - Intro into Problem Solving (Diversion)
  - Working with Survivors of Domestic Violence
  - Intro into Housing First
  - Progressive Engagement
  - Mental Health Training
  - Trauma Training 1 & 2 (trauma-informed services)
  - Racial Equity in Homeless Services
  - LGBTQ+ Informed Training
  - Local coordinated entry policies and procedures as required by lead CE entity
  - Other best-practices relating to outreach and engagement with vulnerable populations
- All CE staff must attend the CE 101 Standard Onboarding Training from the Washington State Department of Commerce.



- If outreach workers administer CEP assessments, written policies and procedures must describe how households encountered by outreach workers are offered the same standardized assessment process as households who access the CEP through site-based access points.

### **Homeless Encampment Outreach Team**

The Homeless Encampment Outreach Team (HEOT) shall have the following specific responsibilities:

- Working to make contact with people experiencing homelessness who are not currently seeking assistance and/or have a history of chronic homelessness.
- Focusing specifically on outreach and engagement with people living in encampments, including parks, public land, and county rights of way.
- Working closely with Kitsap County's Homeless Encampment Action Response Team (HEART) Coordinator to respond to encampments that the Coordinator has identified and requested for outreach and engagement activities.
- Reporting any new encampments or significant developments with active encampments to the HEART Coordinator as soon as possible.
- Whenever possible, offering housing resources and options and completing intakes for the coordinated entry program.
- Whenever possible, lowering barriers and reducing work for encampment residents/unsheltered people to access housing and survival resources.
- Working with coordinated entry program staff to ensure a smooth transition of paperwork, documentation, and HMIS data entry for all encampments and unsheltered contacts.
- Working with coordinated entry program staff to ensure a "warm handoff" for encampment residents seeking housing program assistance.

### **Intake and Assessment**

One of the primary roles of the CEP is to provide a uniform intake and basic assessment that includes: 1) Collection of required HMIS data, 2) assessment of vulnerability and prioritization for service, 3) evaluation of client housing and service needs, and 4) screening for eligibility for partner agency housing and services. After a client is referred, the partner agency will do a more comprehensive assessment and develop a client action plan.

- Apply a standardized intake and assessment process to provide fair, equitable, and equal access for all households seeking assistance.
- CEP clients should receive a one-on-one assessment with a CEP staff member.
- The assessment tool should comply with all requirements determined by the most current version of the Washington State Department of Commerce's "Washington State Coordinated Entry Guidelines."
- Include collection of all demographic and household data required by HUD and the Washington State Department of Commerce for entry into the Homeless Management Information System.



- Use a standardized assessment tool that gathers the minimum amount of participant information to determine the severity of the need and eligibility for housing and related services.
- The assessment tool should:
  - Use a Phased Assessment Approach;
  - Prioritize households for housing and services, based on vulnerability;
  - Be applied consistently for all households;
  - Be based on participant's strengths, goals, risks, and protective factors;
  - Embody a person-centered approach;
  - Be easily understood by participants;
  - Be culturally sensitive;
  - Be sensitive to participants' lived experience; and
  - Focus on "screening in" households rather than "screening out" households.
- Assessment staff should be trained annually on:
  - CEP policies and procedures and the criteria for uniform decision making and referrals;
  - how to use assessment information to determine prioritization;
  - administering assessments using culturally and linguistically competent practices;
  - conducting assessments with victims of domestic violence or sexual assault to help reduce the chance of re-traumatization; and
  - safety planning and response if safety issues are identified in the process of household assessment.
- Assessment areas should be made safe and confidential to allow for individuals to identify sensitive information or safety issues.
- The CEP may not deny assessment or services to a household if the household refuses to provide certain pieces of information, unless the information is necessary to establish or document program eligibility.
- Policies and procedures detailing the assessment and prioritization process must be publicly available.
- Pet application must be submitted for in person assessment before shelter entry.

### **Prioritization**

The CEP should prioritize vulnerable unsheltered homeless households with the highest housing barriers, address their immediate crisis of homelessness and assist them to return to stable permanent housing as quickly as possible.

- Use a written process and standardized vulnerability scoring tool to prioritize households based on a specific and definable set of criteria, which are made publicly available and consistently and fairly applied.
- Prioritize households for placement into shelter and housing based on the vulnerability assessment tool.

- Include a process by which households seeking assistance and the household's service providers are given an opportunity to give additional information which should be considered in prioritization decisions. Assessment tools alone may not capture all the information necessary to determine vulnerability. However, only information relevant to prioritization factors established in the CEP's policies and procedures may be used to make prioritization decisions.
- Have documented, publicly available policies and procedures outlining the Grievance and Appeal Process by which households may appeal referral decisions, prioritization decisions, nondiscrimination, and equal access. Grievance and Appeal Policies must meet the requirements as outlined in the most current Washington State Department of Commerce CEP Guidelines.
- Vulnerable households meeting a pre-determined threshold and unable to be housed immediately will be placed in a Community Shelter Priority Pool.

### **Diversion and Prevention**

The goal of diversion is to attempt to divert all eligible homeless households from entering the homeless system, by problem solving to identify a safe no-cost or low-cost solution to a household's housing crisis, including help to remain in their current housing or move directly to alternative housing.

- All households entering the CEP program should be screened for the Diversion/Prevention program, regardless of their prior housing status or situation. An attempt at diversion should be made with all households who meet the diversion/prevention program criteria.
- Diversion strategies may include conflict resolution/mediation, housing search assistance, connection to mainstream benefits or services, or very small amounts of one-time financial assistance. Diversion funds may be used for creative and flexible solutions that result in increased housing stability.
- Agency must have capacity to issue checks on behalf of clients and manage a pool of financial assistance funds.
- Funds for prevention-type activities (paying rent for eviction prevention, first/last/deposit, catching up on unpaid rent) should be used as a last resort, if diversion solutions are not identified.

### **Matching and Referral**

The CEP's goal is to match each household to available vacancies for which they are eligible in partner agency programs.

- Each household will be assessed for qualification for diversion, prevention, rapid re-housing services, permanent supportive housing services, or another appropriate housing solution and be referred to an organization providing those services that appear to be the best match available based on referral criteria.
- Maintain a Shelter Bed Vacancy/Availability list that is updated daily. Work with partner agencies to keep the list as accurate as possible. CEP staff will use this list to make real time referrals only to programs that have vacancies.

- Establish and make publicly available the eligibility criteria for program referrals.
- Use a person-centered approach in the referral process, which includes participant choice in location and type of housing, level and type of services, and other program characteristics.
- Implement a referral process for all emergency shelter beds and services available at partner agencies.
- Refer households to the program vacancy that best meets their needs and barriers.
- Provide clear information to clients about the program(s) they are referred to, entry requirements, services provided, what participants can expect from the program(s), and the expectations of the program(s).
- Fill vacancies in partner agency programs with the highest priority households who fit the eligibility criteria.
- Work with partner agencies to eliminate referrals that do not come through the CEP. All partner agency program vacancies should be filled through the CEP referral process. Some exceptions may be negotiated between the CEP and a partner agency for youth, survivors of domestic violence, after-hours intakes, or other cases specifically defined.
- Policies and procedures which ensure referral rejections by providers are justified, rejected households are immediately referred to appropriate services, and which specify the conditions for households to maintain their place on the CEP prioritization lists when a provider rejects a referral.
- Establish and implement a policy regarding alternate referrals when a program refuses a referred household, or a household refuses a program referral.
- Ensure that CEP staff works with partner agencies to problem solve to minimize declined referrals.
- Document and maintain data on reasons for refusal of referrals, either by homeless households or by partner agencies.
- Make additional referrals, as appropriate, to other social services and safety net supports.
- Maintain and regularly update a list of all resources that may be accessed through referrals through the CEP.
- Comply with all equal access and nondiscrimination provisions of Federal civil rights laws.

#### **Community Shelter Priority Pool Management**

The Community Shelter Priority Pool will consist of households who have been prioritized for assistance and are waiting for a referral to immediate shelter.

- CEP staff are responsible for managing the Priority Pool and attempting to make a housing referral for households in the Priority Pool as quickly as possible.
- Households in the Priority Pool who cannot be contacted after a specified number of repeated attempts should be removed from the Priority Pool.

- On a regular basis, CEP staff will assess the length of the list, review frequency of vacancies, and adjust the scoring for referrals so that the rate at which people are referred is based on expected availability of units.
- Collect household demographic data about households placed in the Priority Pool, length of time in the Priority Pool before a referral is made, and success of referrals.
- If a household is not eligible for any partner agency programs in Kitsap County, that household will not be placed in the Priority Pool. Only households for which there is a possible referral will be placed in the Priority Pool.
- Collect household demographic data about households who are unable to be referred to the Priority Pool and the reasons why they are unable to be referred.

### **Landlord Liaison**

Partnering with private landlords is critical to securing housing placements for households utilizing the CEP.

- Design and implement a landlord liaison program that includes outreach to local private landlords to increase availability of private market units that are rented to homeless and/or low-income households.
- Maintain an up-to-date list of private landlords willing to rent to homeless and/or low-income households. Make this list available to community partners and households in search of housing.
- When possible, work with landlords and formerly homeless tenants to prevent eviction.
- Work with any other available rental risk mitigation funds (not part of this contract) to offset costs incurred by landlords for damages from clients who are tenants and under current case management.
- Educate landlords about the Washington State Department of Commerce Landlord Mitigation Program and other landlord tenant laws.

### **Data Management and Reporting**

Data collection and data entry into the Washington State Homeless Management Information System (HMIS) about all households served at the CEP is required.

- Meet all federal, state, and local requirements regarding HMIS data collection, entry, and management, including client privacy and consent requirements.
- Participate in the Kitsap HMIS Collaborative, a data-sharing agreement among Kitsap homeless housing and service providers.
- Enter all data and activities related to intake, assessment, and referral into HMIS.
- Enter all required HMIS data within three business days of collection from clients.
- Generate required reports to the County. Respond to periodic County requests for *ad hoc* reports.
- Work with the County to analyze data, identify areas of poor and weak performance, and problem solve to improve the effectiveness of CEP and partner agencies.

### **Evaluation**

The CEP should be considered a “work in progress,” with frequent internal evaluations to make necessary adjustments to ensure the efficacy of the program. In addition, periodic “check ins” with partner agencies should be used to ensure that those partnerships support the efficacy of the CEP and that they are working for all parties.

- Regularly convene meetings of the CEP staff and representatives from the partner agencies to discuss CEP operations and results and to resolve issues related to partnerships and referrals.
- Implement program evaluation tools to measure client satisfaction and program effectiveness.
- Submit quarterly reports to Kitsap County. Provide additional reports and data as requested by Kitsap County.
- Annual on-site monitoring and evaluation by the County.
- Periodic monitoring and evaluation by the Washington State Department of Commerce.

### **Expectations of Contractor**

- Flexibility – the design of the CEP is a work in progress. Policies, procedures and tools will be adjusted and refined over time.
- Mobility – CEP outreach staff must be able to work with homeless people wherever they are.
- Collaborative Approach – the CEP provider(s) must have the ability to build and maintain strong and effective working partnerships with shelters and housing partners.
- Communication – CEP staff must have the ability to communicate how the system works to both homeless people, providers, and the public.
- Objectivity – successful operation of the CEP requires that the provider use consistency and fairness in applying all policies and procedures and use of tools.
- Problem Solving – the CEP provider must embrace a problem-solving approach to ending homelessness. To be effective, the CEP provider must employ staff who are skilled at problem-solving and understand how to adopt a strengths-based and client-centered approach to all aspects of service delivery.
- Housing First – the organizational mission and philosophy of the CEP provider must be aligned with Housing First principles: everyone is housing ready and there should be minimal barriers or service participation requirements imposed on homeless people as a condition of entering housing.
- Systems Thinking – the CEP is an essential component of the County’s homeless response system. To successfully operate the CEP, the selected provider must embrace a systems-thinking approach, understanding that the main purpose of CEP is to streamline access to housing for those households with the greatest needs.

- **Data-informed** – the CEP is a critical source of information about who enters the County’s homeless response system. The data collected will be used for ongoing and continuous system improvement. The CEP provider must have strong commitment to data quality and a willingness to be data-informed.

The following are additional requirements of the contractor:

- **Data Collection and Entry:** Enter all client information into HMIS, following Department of Commerce and HUD data standards that are applicable to the program. Data must be entered within 3 days of a household’s enrollment into the program or changes in the household’s program status or household information.
- **Coordination with other Agencies:** Participate in the monthly meetings of the Kitsap Housing and Homelessness Coalition. Actively coordinate additional meetings as needed with other agencies that provide social services to provide the most comprehensive and seamless provision of care for clients as possible.
- **Reporting:** Submit all applicable reports to Kitsap County and the Department of Commerce by the published deadlines and respond in a timely way to County information requests and countywide reports.
- **Non-Discrimination:** Adhere to state and federal anti-discrimination laws. Ensure equal access for people experiencing homelessness regardless of race, national origin, gender identity, sexual orientation, marital status, age, veteran or military status, disability, or the use of an assistance animal. Projects designed to serve families with children experiencing homelessness must ensure equal access regardless of family composition and regardless of the age of a minor child. Projects that operate gender segregated facilities must allow the use of facilities consistent with the person’s gender identity or expression.
- **Religious Activities:** No funding provided through this grant may be used 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 the provision of services provided be conditioned upon a program participant’s engaging in any such explicitly religious activities.
- **Complaint Process:** Have a written complaint/grievance policy approved by the agency’s Board of Directors, provide information about the complaint/grievance process to clients upon their enrollment in the program, and ensure that complaint forms are readily available to clients in the program. Ensure that the complaint/grievance policy meets all minimum requirements as indicated in the corresponding Grant Guidelines.
- **Staff Training:** Staff working with clients should be, at a minimum, trained in ACES/Resiliency, trauma-informed services, local coordinated entry policies and procedures, fair housing, housing first, racial equity, LGBTQ+ competency, rapid rehousing, progressive engagement and problem solving (diversion), and mental



health first aid and any other trainings required per the CHG Guidelines. Attendance must be documented.

- **Housing Stability Case Management:** Programs that provide case management must use the Kitsap County Housing Stability Planning and Progress Report (HSPPR) to assist clients with setting housing stability goals and tracking progress. HSPPRs are part of the client record-keeping requirements.

### **Required Program Performance Measures and Targets:**

Local Performance Targets are established through a variety of methods, including the associated RFP or NOFA, the Program Application and the Contract Information Sheet. Statewide Performance Targets are established by the Washington State Department of Commerce. For more information on Statewide Performance Targets, please visit:

<http://kcowa.us/hmis-dq-plan> and <http://kcowa.us/chg-perf>

The following outcomes/outputs are examples of those which may be used to assess the performance of the CEP:

- Number of formal agreements with partner agencies that are in place each year
- Amount of additional funding from other sources that have been leveraged for the CEP program
- Number of calls, walk-ins, and participants in group information per quarter by access point
- Number of outreach contacts per month (duplicated)
- Percentage of eligible households contacted by outreach staff who complete a prioritization and eligibility interview
- Percentage of qualified households who contact CEP office that receive initial assessment, diversion, and referral within three business days
- Percentage of qualified households completing vulnerability screening and interview within three business days
- Percentage of all enrolled clients that are screened for diversion assistance services
- Percentage of all enrolled clients that are provided diversion assistance services
- Percentage of eligible households meeting with a navigator in three business days or less
- Report on number of duplicated enrollments by site
- Report on number of new unduplicated household enrollments by quarter, and unduplicated household and individual enrollments for year to date
- Average length of time people wait in the shelter priority pool for a referral
- Percentage of households in the shelter priority pool matched to shelter or housing within 30 days
- HMIS data quality (completeness and accuracy)
- HMIS data entry timeliness (within 3 days)

Additional performance measures may be added, or the above performance measures may be modified, with agreement between the County and the CEP provider.

#### Local Performance Targets

Performance Measure	Contract Performance Target
Number of Households Served Annually	2,500

The following outcomes/outputs will be used to assess the performance of the CEP:

Activity	Outcome/Output	Target Benchmark
Planning	1) Number of formal agreements with partner agencies that are in place each year	20
	2) Amount of additional funding from other sources that have been leveraged for the CEP program	Increase over prior year amount
Access	3) Number of calls, walk-ins, and participants in group information per quarter by access point	report
Outreach/Engagement	4) Number of outreach contacts per month (duplicated)	130
	5) Percentage of eligible households contacted by outreach staff who complete a prioritization and eligibility interview	30%
Intake and Assessment	6) Percentage of qualified households who contact CEP office that receive initial assessment, diversion, and referral within three business days	95%
Prioritization	7) Percentage of qualified households completing vulnerability screening and interview within three business days	95%
Diversion and Prevention	8) Percentage of all enrolled clients that are screened for diversion assistance services	75%
	9) Percentage of all enrolled clients that are provided diversion assistance services	10%
Matching and Referral	10) Percentage of eligible households meeting with a navigator in three business days or less	95%
	11) Report on number of duplicated enrollments by site	report
	12) Report on number of new unduplicated household enrollments by month, and unduplicated household and individual enrollments for year to date	report
	13) Percentage of accepted shelter referrals	90%
	14) Average length of time people wait in the shelter priority pool for a referral	20 days or less

	15) Percentage of households in the shelter priority pool matched to shelter or housing within 30 days	75%
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### Statewide Data Quality Measures

Data Quality Measures	State Performance Target
<b>Timeliness - Project Start</b>	95% of clients entered within <b>3 days</b> <i>or</i> Decrease in avg days for entry
<b>Timeliness - Project Exit</b> <i>NBN/Outreach: see exclusions</i>	95% of clients exited within <b>3 days</b> <i>or</i> Decrease in avg days for entry
<b>Timeliness - Annual Assessment</b>	95% completed within 60-days of anniversary date
<b>Completeness - Prior Living Situation</b>	95% of client data entered with valid responses <sup>1</sup>
<b>Completeness - Destination at Program Exit</b> <i>NBN/Outreach: see exclusions</i>	95% of client data entered with valid responses <sup>1</sup>
<b>Completeness – Personally Identifying Information (PII)</b> (first, last, DOB, SSN) for consenting clients <i>NBN/Outreach: see exclusions</i> <i>Victim Services Providers must enter as consent refused</i>	95% of consenting clients have all PII elements completed with valid responses <sup>1,2</sup> (or improvement from prior period)
<b>Completeness – Universal Data Elements</b> (gender, race/ethnicity, veteran status) for all clients <i>NBN/Outreach: see exclusions</i>	95% of all clients have all profile elements completed with valid responses <sup>1</sup> (or improvement from prior period)
<b>Completeness – Program Elements</b> (disabilities, income, benefits, health insurance, DV) for all clients at both entry and exit <i>NBN/Outreach: see exclusions</i>	95% of all clients have all profile elements completed with valid responses <sup>1</sup> (or improvement from prior period)
<b>Accuracy – No Data Inconsistencies</b> <i>(See Dept of COM HMIS Data Quality Plan)</i>	<5% of all clients have data inconsistencies

<sup>1</sup>A valid response is something other than “Client doesn’t know”, “Client prefers not to answer”, “No exit interview”, “Data not collected”, or is missing.

<sup>2</sup>Profile PII elements: Response is not valid if name contains "Partial", "Street Name", "Code Name"; DOB is "Approximate" or "Partial", or these elements contain "Client doesn't know", "Client prefers not to answer", or is missing.

<sup>3</sup> Positive Outcome Destinations include exit destinations to permanent, temporary, and some institutional destinations. Positive destinations exclude the following: "Place not meant for habitation", "Jail, prison, or juvenile detention facility", "Other", or "Client doesn't know", "Client prefers not to answer", "No exit interview", "Data not collected", or is missing.

**Agencies will never require a client to provide additional information even if they have consented but should gather it to the best of their ability.**

#### **Night by Night (NBN) Shelter and Outreach Exclusions**

##### **Completeness - Night-by-Night and Street Outreach Exclusion:**

- Completeness is not measured until date of engagement identified

##### **Project Exit Timeliness – Night by Night Shelter and Street Outreach Programs Exclusion:**

- Known exits should be updated within 3 calendar days.
- For clients that have dropped out of contact at or before 90 days, the exit date should be the day after the last recorded bed night.

## ATTACHMENT C: BUDGET SUMMARY

**Contractor:** Kitsap Community Resources: Housing Solutions Center - Coordinated Entry Program

**Contract Number:** KC-420-25

**Time Period:** July 1, 2025 – June 30, 2027

Cost Category	Fund Source	Previous Budget	Amendment Changes this Contract	Current Budget
<b>Full Period (7/1/25 - 6/30/27)</b>				
Administration	Consolidated Homeless Grant-CHG Standard: 1132	\$ -	\$ -	\$32,177.00
Facility Support	Consolidated Homeless Grant-CHG Standard: 1132	\$ -	\$ -	\$15,000.00
Operations	Consolidated Homeless Grant-CHG Standard: 1132	\$ -	\$ -	\$350,651.00
<b>Full Period Budget Total</b>				<b>\$397,828.00</b>
<b>Year 1 HSC: 7/1/25 - 6/30/26</b>				
Administration	Consolidated Homeless Grant-CHG Inflation SFY26: 1132	\$ -	\$ -	\$4,561.00
Operations	Consolidated Homeless Grant-CHG Inflation SFY26: 1132	\$ -	\$ -	\$51,839.00
Administration	Consolidated Homeless Grant-CHG DRF SFY26: 1132	\$ -	\$ -	\$29,522.00
Facility Support	Consolidated Homeless Grant-CHG DRF SFY26: 1132	\$ -	\$ -	\$15,000.00
Operations	Consolidated Homeless Grant-CHG DRF SFY26: 1132			\$320,478.00
<b>Year 1 HSC: Budget Total</b>				<b>\$421,400.00</b>
<b>CONTRACT TOTAL</b>				<b>\$819,228.00</b>

*All budget adjustments must be requested in writing and require Kitsap County approval. Please refer to the KCHHD Grant Guidelines for details on the amendment request deadline and process.*

Reimbursement requests/invoices for Consolidated Homeless Grant (CHG) must be submitted through the (CHG) reimbursement process.



**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: 

Title: Executive Director

Date: 8/18/25

## 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.

Ketchup Community Resources

Contractor Organization

all

Signature of Certifying Official

8/18/25

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Insurance Services, Inc. 2106 Pacific Ave, Ste 501  Tacoma WA 98402		<b>CONTACT NAME:</b> Deana McIntyre <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Deana.McIntyre@bbrown.com	
<b>INSURED</b>  Kitsap Community Resources 845 8th Street  Bremerton WA 98337		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>HAIC #</b> 18058	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		PHPK2648381	01/27/2024	01/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2648381	01/27/2024	01/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB898205	01/27/2024	01/27/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PHPK2648381	01/27/2024	01/27/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> Employer Liability E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Limit 2,000,000
A	Directors & Officers			PHSD1844736	01/27/2024	01/27/2025	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All operations of the named insured for Kitsap County Department of Human Services. Kitsap County Department of Human Services is included as additional insured, as required by written contract, per attached policy form PI-GLD-HS (10/11).

## CERTIFICATE HOLDER

Kitsap County Department of Human Services  
345 - 6th St., Ste. 400  
  
Bremerton WA 98337

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Deana M. McIntyre*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10



**LIABILITY**, Subsection **2. Exclusions**, Paragraph j. **Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:



**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

Following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Who is An Insured		2
Board Members	Included	
Newly Acquired Entities	Included	
Designated Insured	Included	
Lessor of Leased Autos	Included	
Cost of Bail Bonds	\$5,000	2
Reasonable Expenses – Loss of Earnings	\$500 per day	2
Fellow Employee Coverage	Amended	3
Towing	\$100 per disablement	3
Glass Breakage (Windshields and Windows)	No deductible applies	3
Transportation Expenses	\$100 per day / \$3,000 maximum	3
Hired Auto Physical Damage – Loss of Use	\$100 per day / \$1,000 maximum	3
Hired Auto Physical Damage	ACV or repair or replacement of the vehicle whichever is less	4
Personal Effects	\$500	4
Rental Reimbursement	\$100 per day / 30 days	4
Accidental Discharge – Air Bag	Amended	4
Electronic Equipment	\$1000	5
Original Equipment Manufacturer Parts Replacement	Included	5
Auto Loan / Lease Gap Coverage	Amended	5
One Comprehensive Coverage Deductible Per Occurrence	Amended	6
Notice of and Knowledge of Occurrence	Amended	7
Blanket Waiver of Subrogation	Amended (as required by written contract)	7
Unintentional Errors or Omissions	Amended	7
Mental Anguish – Bodily Injury Redefined	Amended	7

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.



- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Fellow Employee Coverage**

**SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is deleted in its entirety and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to any manager or officer of your company.

**II. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

**A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing** is deleted in its entirety and replaced with the following:

**2. Towing**

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

**B. Glass Breakage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles** is amended by adding the following:

No deductible applies to "loss" to glass used in the windshield or windows.

**C. Transportation Expenses**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is deleted in its entirety and replaced with the following:

**a. Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expenses incurred by you because of a "loss" to a covered "auto." We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

**D. Hired Auto Physical Damage – Loss of Use**

The last sentence of **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is deleted in its entirety and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

This exclusion does not apply to the accidental discharge of an airbag. This coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

#### **I. Electronic Equipment Coverage**

The following supersedes anything to the contrary in **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 4.**

Exclusions 4.c. and 4.d. do not apply to:

Any risk management or monitoring equipment and electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

The most we will pay for all "loss" to risk management or monitoring equipment, audio, visual or data electronic equipment that is not designed solely for the reproduction of sound and any accessories used with this equipment as a result of any one "accident" is the least of:

- a. The actual cash value of the damaged or stolen property at the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$1,000.

This coverage will not apply if there is other insurance provided by this policy for the above-described electronic equipment. We will, however, pay any deductible, up to \$500, that is applicable under the provisions of the other insurance.

#### **J. Original Equipment Manufacturer (OEM) Parts Replacement**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance, Paragraph 1.** is amended to include:

However, if the covered "auto" has less than 20,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

#### **K. Auto Loan / Lease Gap Protection**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended to include the following:

4. In the event of "loss" to a covered "auto" that is loaned or leased to an "insured":
  - a. The most we will pay for "loss" in any one "accident" is the lesser of:

### **III. BUSINESS AUTO CONDITIONS**

#### **A. Notice and Knowledge of Occurrence**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**, Paragraph a. is deleted in its entirety and replaced with the following:

- a. In the event of "accident," claim, "suit" or "loss," you must give us, or our authorized representative, prompt notice of the "accident" or "loss." Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### **B. Blanket Waiver Of Subrogation**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

#### **C. Unintentional Errors or Omissions**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### **IV. DEFINITIONS**

#### **A. Mental Anguish**

**SECTION V – DEFINITIONS, C. "Bodily injury"** is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.



Home Search Data Bank Data Services H

Search

All Words ▼

e.g. 1606N020Q02

Filter By

### Keyword Search

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Search Editor

- ☐ Any Words *i*
- ☒ All Words *i*
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e.g. 1606N020Q02

debarment x

### Federal Organizations

Kitsap Community Resources x ▲ ...

No results found ^

- ☒ Active
- ☐ Inactive

As of 08/15/2025

[Safety & Health](#)[Claims](#)[Patient Care](#)[Insurance](#)[Workers' Rights](#)[Licensing & Permits](#)

## 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:	<input type="text" value="Kitsap Community Resources"/>	Principal:	<input type="text"/>	From:	<input type="text" value="08/15/2024"/>	To:	<input type="text" value="08/15/2025"/>
WA UBI Number:	<input type="text"/>	RCW:	<input type="text" value="All"/>	Penalty Due:	<input type="text" value="All"/>	Wage Due:	<input type="text" value="All"/>
License Number:	<input type="text"/>						
<input type="button" value="Apply Filters"/>				<input type="button" value="Reset"/>			

[Download all debarment data](#)

Show <div>25</div> 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 <div>25</div> per page	Showing 0 records										First	Previous	Next	Last

As of 08/15/2025