



Kitsap County Mental Health, Chemical Dependency & Therapeutic Court Programs

2024 Grant Request for Proposals (RFP)

January 1, 2024 – December 31, 2024

Deadline: July 27, 2023

**KITSAP COUNTY MENTAL HEALTH, CHEMICAL DEPENDENCY
AND THERAPEUTIC COURT PROGRAMS
2024 GRANT REQUEST FOR PROPOSALS (RFP)**

Treatment Sales Tax (TST)

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**KITSAP COUNTY MENTAL HEALTH, CHEMICAL DEPENDENCY
AND THERAPEUTIC COURT PROGRAMS
2024 GRANT REQUEST FOR PROPOSALS (RFP) SUMMARY**

Treatment Sales Tax (TST)

The Kitsap County Department of Human Services (KCDHS) is requesting Grant Proposals for moneys collected under RCW 82.14.460. Proposals “**must be used solely for the purpose of providing for the operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services.** Programs and services include, but are not limited to; **treatment services, case management, transportation, and housing that are a component of a coordinated chemical dependency or mental health treatment program or service.**

Approximately **\$7,200,000** will be awarded for projects or program services delivered between January 1, 2024, and December 31, 2024. **Proposal Deadline for all applicants is: July 27, 2023 at 12:00 p.m.**

Eligibility Requirements: All Applicants must submit a Preapplication form due between April 13, 2023 and March 26, 2023: <https://www.cognitofrms.com/KitsapCounty1/PreapplicationForm>

Background: In 2005, Washington State approved legislation allowing counties to raise their local sales tax by one-tenth of one percent to augment state funding of mental health and chemical dependency programs and services. In September 2013, the Kitsap County Board of Commissioners (BOCC) passed a resolution authorizing a sales and use tax for Mental Health, Chemical Dependency and Therapeutic Court Programs. This, sales and use tax shall be known as “Treatment Sales Tax” or TST. The BOCC has the decision-making authority for funding decisions, the KCDHS serves as the fund manager, and the Community Advisory Committee (CAC) has the recommending authority.

Scope of Work: Proposals for TST funding must address the Goals, Objectives and Strategies prioritized in the 2021 Kitsap County Behavioral Health Strategic Plan. The Strategic Plan can be found at:

<https://www.kitsapgov.com/hs/Documents/Final%202021%20Behavioral%20Health%20Strategic%20Plan.pdf>.

Access the RFP at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx> or by contacting Vicki Martin at: Kitsap County Purchasing Department, 614 Division Street MS-7, Port Orchard, Washington 98366, Phone: 360.337.4788, Fax 360.337.4638, Email: purchasing@co.kitsap.wa.us. The Kitsap County Human Services Department reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level. Questions about the RFP and related issues should be directed to Hannah Shockley hshockle@kitsap.gov .

2024 GRANT REQUEST FOR PROPOSALS (RFP) TIMELINE

Mental Health, Chemical Dependency and Therapeutic Court Programs

All Grant Applicants must submit a preapplication form to be eligible to apply for the 2024 Treatment Sales Tax funding. The Preapplication form will be made available at between April 13, 2023, and May 26, 2023.

Grant Proposal Deadline for all applicants is: July 27, 2023 at 3:00 p.m.

Date	Activity
March 2023	RFP funding approved by the Board of Kitsap County Commissioners (BOCC) in Work Study Session
April 13 -May 26	Preapplication form submissions
June 1 - 28	Preapplication appointments and Continuation Grantee's Site Visit audits and reviews
June 26, 27	Technical Assistance for applications in Survey Monkey Recorded and available post TA days
June 29	2024 Applications open. Grant Request For Proposals Released upon Board of Commissioners approval
July 1-27	CAC reviews Mid-Year evaluation Forms
July 27	Grant Proposals Due by 12:00 P.M. Online submission only via Survey Monkey Apply
August 3- August 31	CAC reviews Proposals and completes Rating Sheets
August 31	CAC Rating Sheets due to Department of Human Services at 12:00 p.m.
September 4-15	Staff reviews questions submitted from CAC and sends them to Proposers
September 15	Mandatory written responses to the CAC Questions Due at 3:00 p.m. Online submission only via Survey Monkey Apply.
September 18-22	Question and Answer Sessions. Organizations must make time available for their Question-and-Answer Session which will be scheduled during this time frame.
September 25– September 29	CAC reviews written responses to Questions
October 10 and 11	CAC Executive Committee Meetings to develop funding recommendations. 3-7 pm
October 17	CAC Regular Business Meeting to Approve Recommendations for BOCC
October 18	Make funding recommendations to BOCC (Work Study) 30 min
October 23	BOCC Acts on Funding Recommendations – Public Meeting
November – December 2023	Evaluation meetings, Statements of Work, Expenditure Plans and Contracts completed
January 1, 2024	2024 Program Year Begins

I. BACKGROUND

The Kitsap County Department of Human Services (KCDHS) is requesting Grant Proposals for moneys collected under RCW 82.14.460 which must be used solely for the purpose of providing for the operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services. In 2005, Washington State approved legislation allowing counties to raise local sales tax by one-tenth of one percent to augment state funding of mental health and chemical dependency programs and services (including, but not limited to; treatment services, case management, and housing that are a component of a coordinated chemical dependency or mental health treatment program or service) and for the operation or delivery of therapeutic court programs or services. In September 2013, the Kitsap County Board of Commissioners (BOCC) passed a resolution authorizing a sales and use tax for Mental Health, Chemical Dependency, and Therapeutic Court Programs. This sales and use tax shall be known as "Treatment Sales Tax" or TST. The BOCC has the decision-making authority for funding decisions, the KCDHS serves as the fund manager, and the Citizens Advisory Committee (CAC) has the recommending authority.

II. APPLICANT ELIGIBILITY

This RFP is seeking interested providers, both public and private, with applicable licenser, experience, and infrastructure to provide Mental Health, Chemical Dependency, and Therapeutic Court related services within Kitsap County.

1. Requirements for providing behavioral health "treatment" services include:

Organization is proposing to provide mental health, substance use disorder, co-occurring and/or problem and pathological gambling "treatment" services, and meets the requirements of chapter 388-877 WAC, applicable local and state rules, state and federal statutes, must be authorized, licensed and/or certified to provide these services, and/or subcontract with organizations or individuals authorized, licensed and/or certified to provide these services.

Or

2. Organization is proposing to provide mental health, substance use disorder, co-occurring and/or problem and pathological gambling "treatment" services and subcontracts with an agency who meets the requirements of chapter 388-877 WAC, applicable local and state rules, state, and federal statutes, must be authorized, licensed and/or certified to provide these services, and/or subcontract with organizations or individuals authorized, licensed and/or certified to provide these services.

Or

3. Organization is proposing to provide mental health, substance use disorder, co-occurring and/or problem and pathological gambling "treatment" services and subcontracts with an agency who meets the requirements of chapter 388-877 WAC, applicable local and state rules, state and federal statutes, must be authorized, licensed and/or certified to provide these services, and/or subcontract with organizations or individuals authorized, licensed and/or certified to provide these services, including Washington State Department of Health Social Worker, independent clinical social worker, a licensed mental health counselor, or a

licensed marriage and family therapist. The individual meets the requirements of 18.225 RCW and practices within their scope of work.

Or

4. Organization is proposing to provide behavioral health services on the continuum of care that do not require licensure or certification as a “treatment” service.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project. Organization must meet all county requirements for contracting including insurance requirements, audit, and financial requirements.

III. AVAILABLE FUNDING

Approximately \$7,200,000 for a 12-month period between January 1, 2024, through December 31, 2024 is to be allocated to projects addressing the Board of Commissioner’s Strategic Goals. Programs must identify and select objectives and strategies prioritized in the 2021 Behavioral Health Strategic Plan developed to achieve the following policy goals:

- Improve the health status and wellbeing of Kitsap County residents.
- Reduce the incidence and severity of chemical dependency and/or mental health disorders in adults and youth.
- Reduce the number of chemically dependent and mentally ill youth and adults from initial or further criminal justice system involvement.
- Reduce the number of people in Kitsap County who cycle through the criminal justice systems, including jails and prisons.
- Reduce the number of people in Kitsap County who use costly interventions including hospitals, emergency rooms, and crisis services.
- Increase the number of stable housing options for chemically dependent and mentally ill residents of Kitsap County.

IV. PERIOD OF PERFORMANCE

Funding under this grant program is allocated for a 12-month period. The period of performance for services solicited under this RFP will begin January 1, 2024, and end December 31, 2024. All funds awarded must be used during this 12-month period.

Carry over of unspent funds into the next program year is not allowed. Initial funding is not an assurance or guarantee of ongoing operational funding. The CAC places a high value on maintaining availability of funding for meritorious proposals without regard to prior funding history. Proposers are cautioned not to assume a commitment to future funding based on the receipt of funds in prior years. The funding process is competitive and funding recommendations are made based on the relative merits of all proposals received in each yearly cycle.

V. PURPOSE AND SCOPE OF PROJECT

Kitsap County seeks to assure that citizens and policy makers spend the funds collected in an accountable and transparent manner, with community input and support, and with measures to determine the effectiveness of these publicly funded investments. The County will require appropriate oversight, accountability, and status and progress reports for programs supported with the TST. **Each funded project or program will be reviewed for impact in the following areas:**

1. Decrease the impact of systemic racism on the mental health and well-being of Kitsap County's communities of color.

Behavioral health disparities result in differences in outcomes and access to services related to mental health and substance misuse which are experienced by groups based on their social, ethnic, and economic status. Racial/ethnic, gender, and sexual minorities often suffer from poor mental health outcomes due to multiple factors including inaccessibility of high-quality mental health care services, cultural stigma surrounding mental health care, discrimination, and overall lack of awareness about mental health.

To improve access to quality services for underserved populations, the proposer should ensure that its activities will be responsive to the cultural and linguistic needs of underserved populations. Examples of cultural and linguistic responsiveness include, but are not limited to, partnering with programs that serve these populations, ensuring community representation with regard to study protocol development and dissemination of materials, and when possible, hiring bilingual/bicultural staff for the project to work directly with participants.

In addition, culturally responsive skills need to be developed to improve client engagement in services, therapeutic relationships between clients and providers, and treatment retention and outcomes. Cultural competence is an essential

ingredient in decreasing disparities in behavioral health. The development of cultural competence can have far-reaching effects not only for clients, but also for providers and communities. Cultural competence improves an organization's sustainability by reinforcing the value of diversity, flexibility, and responsiveness in addressing the current and changing needs of clients, communities, and the healthcare environment.

2. Increase Trauma Informed Care training, policies, and practices.

As awareness of trauma and its effects continue to permeate our organizations and community, we recognize the need to invest in strengthening a system of care that is trauma informed. Many individuals who seek treatment in behavioral health settings have histories of trauma, but they often don't recognize the significant effects of trauma in their lives; either they don't draw connections between their trauma histories and their presenting problems, or they avoid the topic altogether. Likewise, treatment providers may not ask questions that elicit a client's history of trauma, may feel unprepared to address trauma-related issues proactively, or may struggle to address traumatic stress effectively within the constraints of their treatment program, the program's clinical orientation, or their agency's directives. By recognizing that traumatic experiences and their emotional consequences tie closely into behavioral health problems, front-line professionals and community-based programs can begin to build a trauma informed environment.

Key steps include meeting client needs in a safe, collaborative, and compassionate manner; preventing treatment practices that retraumatize people with histories of trauma who are seeking help or receiving services; building on the strengths and resilience of clients in the context of their environments and communities; and endorsing trauma-informed principles in agencies through support, consultation, and supervision of staff. Additionally, procedures are in place to support staff with trauma histories and/or those experiencing significant secondary traumatic stress or vicarious trauma, resulting from exposure to working with individuals with complex trauma.

3. Program Evaluation

Funded organizations must participate in the Evaluation Plan for TST Programs. Programs or services implemented under the TST are reviewed by the Citizens Advisory Committee and monitored by the Human Services Department. Grantees will have an evaluation plan with performance measures developed for each funded proposal. This plan is developed in partnership with Kitsap Public Health District staff. The emphasis will be on capturing data at regular intervals that can be used to determine whether TST funded programs met expectations. Some common measures will be identified that programs will need to report. Evaluation efforts must include standardized data collection and reporting processes that produce the following types of information:

- Quantity of services (outputs) *required*
- Level of change occurring among participants (outcomes) *required*
- Return-on-investment or cost-benefit (system savings) *strongly encouraged*

- Adherence to the model (fidelity) *required if applicable*
- Common measures (to be identified by the Citizens Advisory Committee, Human Services Department, and Kitsap Public Health District staff that all programs must report) *required if applicable*

Promising, best, and innovative practices will be considered for funding, but must include a robust evaluation process. Preference will be given to evidence-based programs that demonstrate fidelity based on project data for fidelity measures.

4. Collective Impact

The Kitsap County Board of Commissioners have recognized Collective Impact as a framework for making it possible for local behavioral health service providers to work together to help solve complex social problems, such as mental illness and chemical dependency. By working together with behavioral health partners from different sectors of the community, Kitsap County can transform a fragmented system of behavioral health programs into a coordinated system that is working towards improving the overall health of the community. An example of sectors working together for mutual benefits would include behavioral health treatment providers and housing programs. Housing advocates in Kitsap County have identified the lack of housing for individuals with behavioral health issues as one of their funding priorities. Behavioral health treatment providers have identified the lack of housing for individuals with behavioral health issues as a major gap in services. By working together these partners can develop and fund supportive housing programs that are mutually beneficial to both.

VI. ANTICIPATED SCOPE OF WORK

Kitsap County Human Services Department is requesting proposals for TST programs addressing the Board of Commissioner's Strategic Goals. Projects must implement interventions and programs that address a minimum of one Goal, Objective, and Strategy from the list prioritized in the 2021 Behavioral Health Strategic Plan and outlined in Attachment B (page 18) of this Request for Proposal.

VII. APPLICATION TECHNICAL REQUIREMENTS

All Grant Applicants must submit a Pre-Application form, Due May 26, 2023 online via Cognito.

Following the submission of the Pre-Application form, new prospective agencies and projects **may be** asked to attend a pre-application meeting to determine eligibility and funding opportunities. ****Note this will not be mandatory for all submissions.**

The Pre-Application form is required to move forward in the application process but does not obligate the applicant to apply for TST funding. The preapplication form must be submitted online via Cognito as soon as April 13, 2023, but no later than **May 26, 2023 at 3:00 p.m.**

Following submission of the Pre-Application form, Kitsap County Department of Human Services staff will review for Eligibility Criteria. If the organization meets eligibility requirements and completes the Pre-Application form, they will receive an invitation to apply and a link to the 2024 TST funding application.

The Application Summary form, Narrative and all Attachments will be completed online via Survey Monkey Apply. All proposals must be submitted electronically by **July 27, 2023 at 12:00 p.m.**

Proposals not submitted by the Proposal deadline will not be considered for review.

VIII. GRANT PROPOSALS

All grant proposals will be screened and rated based on the following Narrative information which must be submitted via Survey Monkey Apply.

1. Project Description

30 points

A. Project Design (500 words)

Provide a brief summary of your current grant project. Which Policy Goal(s), Objectives and Strategies from the 2022 Kitsap County Behavioral Health Strategic Plan does your project address? (See Attachment B page 18) Describe how this proposal adds to or subtracts from the original proposal.

B. Outreach (500 words)

Describe your outreach/marketing plan to reach your target population and how it ensures that eligible persons from underserved communities learn about and have access to your program.

C. Culturally Competent Care (300 words)

How will you deliver culturally appropriate and competent services that meet the needs of both clients and staff? (See Attachment A page 14 for Definitions)

D. Trauma Informed Care (300 words)

Describe how you will incorporate trauma informed care principles and practices into your services for clients and support for staff? (See page 14 for Definitions)

2. Accomplishments to Date

40 points

A. Evaluation (750 words)

Provide a brief summary of the evaluation plan you outlined in Evaluation Worksheet. What are your primary goals and expected outcomes for those you will serve? What progress has been made towards meeting your approved project goals in your original grant proposal? Include and describe your evaluation results from previous year(s).

B. Barriers to Implementation (300 words)

Describe any difficulties/problems encountered in achieving planned goals and objectives, including barriers to accomplishment, and actions taken to overcome difficulties.

C. Key Accomplishments (500 words)

Which evaluation outcome(s) and accomplishment(s) are you most proud of?

3. Budget Narrative

20 points

A. Funding Request (500 words)

Briefly summarize the funding need for one additional budget year as shown in your Special Project Budget form(s) and Project Salary Summary form. Indirect expenses are limited to 5%.

B. Past Expenditures and Budget Modifications (500 words)

Report actual budget expenditures for the previous budget year. Provide an explanation if you did not expend funds at the expected rate during the reporting period. Describe any significant changes to the proposed budget the next budget year resulting from modification of project activities.

4. Sustainability

10 points

A. Sustainability Plan (250)

Describe the actions taken to leverage federal, state, local or private funds, and in-kind resources or fundraisers during the last budget period. If applicable how did the program leverage Federal Medicaid funds. Describe a preliminary plan for how the project will continue after the next funding period (i.e., sustainability).

B. Behavioral Health Equity (250 words)

What policies, practices or procedures are being implemented to proactively seek to eliminate racial inequities and advance equity in service delivery? (See page 14 Attachment A for Definitions)

Attachments must be downloaded, completed and uploaded with the following required components. The Attachments will be available in Survey Monkey Apply.

- 1. Attachment D – Grant Proposal Evaluation Worksheet** Directions – Evaluation is the collection of information about a program in a systematic and defined manner to demonstrate success, identify areas for improvement and lessons learned. Every program has at least one end goal and might have several – one or more activities are required to make progress toward meeting the goal. Progress is measured with one or more objectives that might cover an output (number of something) or outcome (change over time) due to the program. The type of outcome (column D) and expected timeframe for change (column E) should be defined. Objectives must follow the “SMART” guideline: specific, measurable, attainable, realistic, and time-bound (column C). Each objective should include an expected target result and completion date (“time- bound” part of column C).
- 2. Attachment E – Total Agency Budget Form** Directions – The purpose of the Total Agency Budget Form is to assess the financial capacity of the parent organization. Complete this form for the entire agency budget. For extremely large or complex organizations, the Proposer may substitute an operational unit or department budget, provided that the organization can demonstrate the financial stability required. Include actual revenue and expenses for year 2022. Use projected budget figures for 2023-2024.
- 3. Attachment F – Grant Proposal Special Project Budget Form** Directions – In the 2023 Award column, include all funds you were awarded for year 2023, if awarded. If not, leave it blank. In the 2023 Expenditure Column, include your expenditures to date. The 2023 % column will automatically calculate the percentage of 2023 expenditures to date. In the 2024 Requested Funds column, include all the funds you are requesting in this grant proposal, indirect is limited to 5%. The 2024 Modifications column will automatically calculate the difference in your 2024 Request and 2023 Award, if applicable. The 2024 % column will automatically calculate the percentage difference in 2024 Request and 2023 Award.
- 4. Attachment G – Grant Proposal Sub-Contractor Special Project Budget Form** Directions – Complete separate Grant Proposal Sub-Contractor Special Project Budget Forms for each organization you are planning to subcontract services. Only include the funds within each sub-contract. Indirect will be limited to 5%.
- 5. Attachment H – Grant Proposal Project Salary Summary** Directions - This is for the proposed project only, not the entire agency. Provide Number of FTE’s, salary and benefit information for the entire project including sub-contracts.

6. Letter of Resource Commitment (Optional)

Directions – Include Letters of Resource Commitment to document contributions. Resource Commitment letters from organizations participating in your project must state what resources are being committed to the project and a statement of how Collective Impact will be achieved. Resources include cash donation or ongoing financial contribution; donation of supplies, equipment, or other goods; use of facilities or services; staff time devoted to the project. **Please only include letters that specifically describe the provision of resources.**

IX. REVIEW AND SELECTION CRITERIA

The Kitsap County Citizens Advisory Committee (CAC) will individually review and score each proposal, as well as convene as a group to evaluate and prioritize eligible proposals and make recommendations to the Kitsap County Board of Commissioners. The CAC consists of persons who do not have a conflict of interest and are in alignment with the Bylaws and Mission Statement of the CAC. Grant Proposals will be individually evaluated using Attachment I: Grant Proposal Evaluation and Scoring Form. The full Committee will evaluate past provider performance, if a returning grantee; expected client and system impact; and fulfillment of the strategic plan. In addition, proposals will be evaluated for cost/price reasonableness.

1. Request for Proposal Evaluation Process

The CAC members will individually evaluate and rate each proposal and develop a list of questions for each proposal, if directly pertinent to the proposal and further clarification is needed. **All Proposers who receive questions will be required to provide written responses to questions about their proposals.** Proposers will be notified of their questions through Survey Monkey Apply by September 4-8, 2023. **Written responses must be submitted online in Survey Monkey Apply by Friday, September 15, 2023.** The CAC will review the answers the week of September 18-22, 2023.

Based on the content of the proposals and the proposal question and answer responses, the CAC will give final rankings to the proposals and present recommendations to the Kitsap County Board of Commissioners. County staff will provide support for the committee work but will not participate in the selection of proposals.

2. Unacceptable Proposals

The CAC will also determine which proposals are not responsive to the RFP and therefore will be deemed unacceptable and will not be reviewed by the CAC for funding. Some examples of what would constitute an unacceptable proposal are those which meet at least one of the following criteria:

- A. Is not in compliance with RCW 82.14.460.
- B. Does not address the essential requirements as part of the *Project Narrative Questions* in the RFP.
- C. Does not address the essential requirements of the particular project.
- D. Demonstrates that the applicant does not understand the requirements of the RFP or the project.
- E. Contains inappropriate or unreasonable costs.

All applicants will be notified in writing of the acceptance or rejection of their proposals. If a proposal is not selected for funding, the organization may resubmit an updated proposal at the next grant cycle.

X. ATTACHMENTS

ATTACHMENT A – Definitions

ATTACHMENT B - Anticipated Scope of Work (Strategic Plan Goals, Objectives and Strategies)

ATTACHMENT C - Proposal General Terms and Conditions

ATTACHMENT D - Grant Proposal Evaluation Worksheet

ATTACHMENT E - Total Agency Budget Form

ATTACHMENT F – Grant Proposal Special Project Budget Form

ATTACHMENT G – Grant Proposal Sub-Contractor Special Project Budget Form

ATTACHMENT H – Grant Proposal Project Salary Summary

ATTACHMENT I – Grant Proposal Evaluation and Scoring Form

ATTACHMENT J – Contract General Terms and Conditions

ATTACHMENT K – Prevailing Wage Requirements

MENTAL HEALTH CHEMICAL DEPENDENCY AND THERAPEUTIC COURT PROGRAM

DEFINITIONS

Adverse Childhood Experiences (Aces) – Adverse childhood experiences (ACEs) are traumatic events, such as abuse or neglect, occurring in a person’s life before the age of 18.

Best Practice - Method or technique that has been generally accepted as superior to any alternatives because it produces results that are superior to those achieved by other means or because it has become a standard way of doing things.

Certified Counselor - A person certified who is engaged in private practice counseling to the extent authorized in RCW 18.19.200.

Certified Chemical Dependency Professional - An individual certified in chemical dependency counseling, under RCW 18.205.020.

Collective Impact - Collective impact is a process that occurs when organizations from different sectors agree to solve a specific social problem using a common agenda, aligning their efforts, and using common measures of success.

Communities of Color – Includes Black, Indigenous, Asian, Pacific Islander and Latinx.

Continuum of Care - The continuum of care describes the delivery of health care over a period of time. An integrated system of health care that follows a patient through time or through a range of services.

Culturally Appropriate Healthcare - A healthcare approach that understands the influence cultural values and beliefs (for the patient and provider) in health care delivery and provides care to address cultural needs.

Culturally Competent Care - Cultural competence in health care is broadly defined as the ability of providers and organizations to understand and integrate factors such as race, ethnicity, language, gender, socioeconomic status, physical and mental ability, sexual orientation, and occupation into the delivery and structure of the health care system.

Diversity - The presence of differences that may include race, gender, religion, sexual orientation, ethnicity, nationality, socioeconomic status, language, (dis)ability, age, religious commitment, or political perspective, with a focus on underrepresented communities of color.

Equity - Promoting justice, impartiality and fairness within the procedures, processes, and distribution of resources by institutions or systems. Tackling equity issues requires an understanding of the root causes of outcome disparities within our society.

Evidence-Based Programs - Programs, services, strategies, activities, or approaches which have been shown through scientific research and evaluation to be effective at preventing and/or delaying an untoward outcome.

Health Disparities – Differences that exist among specific population groups in the United States in the attainment of full health potential that can be measured by differences in incidence, prevalence, mortality, burden of disease, and other adverse health conditions.

Health/Behavioral Health Equity – The state in which everyone has the opportunity to attain full health/behavioral health potential and no one is disadvantaged from achieving this potential because of social position or any other socially defined circumstance.

Health Inequity - Differences in health determinants and health outcomes that are the result of social and structural imbalances and are thus avoidable and preventable.

Historic Trauma - Cumulative emotional and psychological wounding, over the lifespan and across generations, emanating from massive group trauma experiences.

Implicit Bias – The automatic and often unconscious association people make between groups of people and stereotypes about those groups.

Inclusion - An outcome to ensure that diverse communities of color actually feel and/or are welcomed. Inclusion outcomes are met when you, your institution, and your program are truly inviting to all. To the degree to which communities of color are able to participate fully in the decision-making processes and development opportunities within an organization or group.

In-Kind Contributions - In-kind contributions include goods or services, other than cash.

Examples of in-kind gifts include:

- Goods, like computers, software, furniture, and office equipment, for use by your organization or for special event auctions
- Services, like meeting space, photocopy and mail services, and administrative/financial support
- Expertise, like legal, tax, or business advice; marketing and website development; and strategic planning
- Cash equivalents, like stocks, bonds, mutual funds

Innovative Programs – Programs that introduce new ideas, methods and concepts that have not yet been researched however have some scientific research or data showing positive outcomes.

Licensed Counselor - A licensed marriage and family therapist, licensed mental health counselor, licensed advanced social worker, or licensed independent clinical social worker regulated under chapter 18.225 RCW.

Matching Funds – Contributions of cash.

Measurable Outcomes - Outcomes are benefits or changes for individuals or populations during or after participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitude, values, condition, or other attributes. To measure outcomes, the service

must be able to provide evidence that the outcome was or was not achieved. Below is an example of an individual measurable outcome objective:

- 90% of participants successfully completing the program will not reoffend during the subsequent 18 months.
- 85% of participants remain drug free (for example, no positive UA results) during the current quarter.

Medicaid – The federally funded social health care program for families and individuals with limited resources. In Washington State, Medicaid is called Apple Health.

Model Fidelity - The strategies that monitor and enhance the accuracy and consistency of an intervention to ensure it is implemented as designed, and that each component is delivered in a comparable manner to all study participants over time.

Other – Budget line items that must be defined and excludes “miscellaneous” as an accepted description.

Promising Programs - Programs, services, strategies, activities, or approaches that have some scientific research or data showing positive outcomes in delaying an unfavorable outcome, but do not have enough evidence to support generalizable conclusions.

Return on Investment (ROI) - A performance measure used to evaluate the efficiency of an investment or to compare the efficiency of several different investments. ROI measures the amount of return on an investment relative to the investment’s cost. To calculate ROI, the benefit (or return) of an investment is divided by the cost of the investment, and the result is expressed as a percentage or a ratio.

Supplanting - Means to “replace” or “take the place of.” Existing funds for a project and its activities may not be displaced by TST funds and reallocated for other organizational expenses. TST funds must not replace those funds that have been appropriated for the same purpose.

Supportive Housing – A combination of stable housing and behavioral health services intended as a cost-effective way to help people with mental illness or chemical dependency live more stable, productive lives. Services may be delivered by 24-hour staff on premises, staff located on premises during business hours, visiting support staff, or mobile behavioral health teams that visit residents several times per week.

Sustainability - Refers to the continuation of the project or program beyond the grant funding cycle. Sustainability answers the question, “How will you continue your project if you do not receive further funding?” The focus is on developing new and creative funding mechanisms to help organizations become more sustainable in the long term, allowing them to focus more of their resources on the important programs and services they offer.

Examples:

Agency 1: Used the 1/10th funding to secure, train, and obtain certification for employees. Having the certified staff allowed them to leverage federal Medicaid funding and apply as an authorized private insurance provider.

Through this they established a model of success and demonstrated value to the agency, who then was able to integrate portions of the positions into general operations in the future. In addition, they identified other applicable grants for which they were eligible to apply.

Agency 2: Agency took direct action to apply for various other local funds from city to community housing and block grants. Although, they did not receive awards from all sources, they demonstrated clear action towards sustainability. The outreach engagement led them to other foundational funds for which they were able to leverage individual and organizational financial support. In addition, they actively conduct a variety of fundraising campaigns year round.

Sustainability Plan – The action plan to increase program sustainability.

Systemic Racism - A system in which public policies, institutional practices, cultural representations, and other norms work in various, often reinforcing ways to perpetuate racial group inequity.

Trauma - Trauma results from an event, series of events, or set of circumstances that is experienced by an individual as physically or emotionally harmful or threatening and that has lasting adverse effects on the individual's functioning and physical, social, emotional, or spiritual well-being.

Trauma Informed Approach - A program, organization, or system that is trauma-informed realizes the widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system; and responds by fully integrating knowledge about trauma into policies, procedures, and practices, and seeks to actively resist re-traumatization.

Trauma-Informed Care (TIC) - TIC is a strengths-based service delivery approach that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment. It also involves vigilance in anticipating and avoiding institutional processes and individual practices that are likely to retraumatize individuals who already have histories of trauma, and it upholds the importance of client participation in the development, delivery, and evaluation of services.

Treatment Sales Tax (TST) – A sales and use tax for Mental Health, Chemical Dependency and Therapeutic Court Programs (1 10th of 1%).

MENTAL HEALTH CHEMICAL DEPENDENCY AND THERAPEUTIC COURT PROGRAM ANTICIPATED SCOPE OF WORK

Projects must implement interventions and programs that address a minimum of one Goal, Objective and Strategy from the following list prioritized in the 2021 Behavioral Health Strategic Plan.

Goal #1: Improve the health status and wellbeing of Kitsap County residents.

Objective #1: Decrease the impact of systemic racism on the mental health and well-being of Kitsap County's communities of color.

Strategies include:

- Examine funding priorities and decision-making process from an equity lens.
- Examine policy and procedures with an equity lens, including evaluating common practices.
- Involve communities of color in shaping funding decisions, performance outcomes and evaluation.

Objective #2: Expand prevention and early intervention programs for youth.

Strategies include:

- Increase capacity of programs that provide evidence-based prevention and early intervention programs.
- Promote proactive support for student well-being in schools starting at elementary.
- Deliver culturally relevant materials, education and outreach.

Objective #3: Increase Trauma Informed Care training, policies and practices.

Strategies include:

- Provide education on equity, inclusion, diversity and historical trauma to the behavioral health workforce.
- Provide targeted funding for organizations to invest in trauma-informed care.
- Require workforce policy and procedures be developed through a trauma informed lens.

Goal #2: Reduce the incidence and severity of chemical dependency and/or mental health disorders in adults and youth.

Objective #1: Increase the variety and options of nontraditional behavioral health treatment programs and approaches.

Strategies include:

- Fund nontraditional treatment approaches including Housing First, Workforce Development programs and Harm Reduction programs - neuroscience informed and body-based.
- Develop culturally appropriate and sensitive programs and services for

individuals who shy away from traditional behavioral health approaches.
Establish behavioral health support groups with a focus on the needs of gay, lesbian, transgender and questioning youth.

Objective #2: Address service gaps along the behavioral health Continuum of Care, especially targeting services for children, youth and the aging populations.

Strategies include:

- Establish more certified youth behavioral health treatment providers county wide including outlying areas of the County.
- Ensure behavioral health treatment services are available in all of the schools at all of the age levels.
- Establish in home behavioral health services for individuals who are struggling to age in place.

Objective #3: Enhance Recovery Support Services.

Strategies include:

- Build in options for work, school, or volunteer experiences for individuals in behavioral health treatment programs.
- Provide transportation to ancillary services not covered by Access or Paratransit, including court appearances, social service appointments, and to and from jail.
- Create more diverse and nontraditional self-help groups.

Goal #3: Reduce the number of chemically dependent and mentally ill youth and adults from initial or further criminal justice system involvement.

Objective #1: Enhance diversion approaches, practices and programs for individuals with behavioral health disorders.

Strategies include:

- Offer more prevention services targeting juveniles before they become involved in the criminal justice system.
- Sustain and enhance juvenile therapeutic treatment courts.
- Offer pretrial diversion, such as voluntary, post-charging diversion programs in which formal adjudication is avoided and charges are dismissed upon completion of a specific set of requirements, such as participating in treatment, completing community service, and paying restitution.

Objective #2: Expand police training in crisis intervention and de-escalation approaches, practices and policies.

Strategies include:

- Support Crisis Intervention Training (CIT) for all law enforcement agencies countywide.
- Advocate for Crisis Intervention Training to include ongoing and advanced training;
- expand partnership with community organizations; and include neuroscience and

equity.

Promote coordination and collaboration with law enforcement for better handling of people with psychiatric issues.

Objective #3: Increase specialized police responses in dealing with individuals with behavioral health disorders.

Strategies include:

- Expand specialized law enforcement responses, such as co-response teams, in which a police officer and a mental health professional respond to calls together.
- Expand navigator programs to offer individuals with behavioral health issues and have potential involvement in the criminal justice with advocacy.
- Promote differential police response.

Goal #4: Reduce the number of people in Kitsap County who cycle through our criminal justice systems, including jails and prisons.

Objective #1: Improve availability and coordination of in-jail behavioral health screening, assessment, treatment and referral services.

Strategies include:

- Expand training for correctional officers in the Crisis Intervention Team (CIT) model.
- Reinforce screening of inmates as soon as possible for symptoms of a behavioral health issue.
- Expand behavioral health treatment options and recovery support services within the jail.

Objective #2: Intensify transitional behavioral health services for individuals reentering the community from jail and/or inpatient treatment services.

Strategies include:

- Enhance behavioral health transition services to support successful reentry to the community.
- Strengthen the continuum of effective behavioral health reentry services including outpatient, inpatient and recovery support services.
- Provide direct admission into treatment from jail to services-inpatient and outpatient programs.

Objective #3: Expand Therapeutic Court Programs to provide access to all eligible individuals in the community.

Strategies include:

- Expand therapeutic treatment courts to include superior, district and municipal jurisdictions.
- Support coordination, screening and swift referral and entry into all therapeutic court programs
- Enhance behavioral health treatment and recovery support services for all therapeutic courts.

Goal #5: Reduce the number of people in Kitsap County who use costly interventions including hospitals, emergency rooms, and crisis services.

Objective #1: Expand behavioral health treatment providers, approaches and options for high utilizers.

Strategies include:

- Establish less restrictive local options to the Involuntary Treatment Act (ITA).
- Strengthen partnerships with Law Enforcement, EMS, and Fire to create co-response or follow-up (DCR/Crisis Worker/behavioral health staff) units with a paramedic and Law Enforcement officers.
- Establish low-barrier crisis services for the hard-to-engage.

Objective #2: Intensify supportive and/or treatment services for family members experiencing a behavioral health crisis.

Strategies include:

- Designate shelter services for women (and/or men) with behavioral health issues and their children.
- Provide families approaching crisis wraparound services and support.
- Support easily accessible 24/7 sexual assault hotline with trained providers.

Objective #3: Intensify supportive and/or treatment services for youth experiencing a behavioral health crisis.

Strategies include

- Provide behavioral health specialist to work with children/adolescents and their families in their homes, after responding to engage with them at Emergency Department.
- Establish a Juvenile Designated Crisis Responder.
- Establish a Crisis Residential Center providing short-term crisis services for youth.

Goal #6: Increase the number of stable housing options for chemically dependent and mentally ill residents of Kitsap County.

Objective #1: Expand behavioral health services for the homeless who experience mental illness or substance use disorders.

Strategies include:

- Provide strong case management to support the homeless with behavioral health issues.
- Establish a proactive, community-based approach to preventing homelessness for those with behavioral health issues.
- Provide access to treatment services prior to getting housing assistance and placement.

Objective #2: Strengthen support for individuals with behavioral health disorders to establish and maintain housing long-term.

Strategies include:

- Provide access to more subsidized housing options for individuals with behavioral health issues.
- Offer rental assistance to individuals with behavioral health issues with realistic limitations including fixed rent/housing.
- Recruit more private apartment- community housing for individuals with behavioral health issues.

Objective #3: Increase supportive shelter, transitional and permanent housing options for individuals with behavioral health disorders.

Strategies include:

- Build affordable housing for individuals with behavioral health issues with onsite caseworker support.
- Build additional shelter(s) for individuals with behavioral health issues with 24/7 access.
- Establish more long-term housing supports and options for individuals with serious mental illness.

**MENTAL HEALTH CHEMICAL DEPENDENCY AND THERAPEUTIC
COURT PROGRAM PROPOSAL
GENERAL TERMS AND CONDITIONS**

A. Authorship

Proposals developed with the assistance of organizations or individuals outside the bidders own organization are to be identified. No contingent fees for such assistance will be allowed to be paid under any contract or grant resulting from this RFP. All proposals submitted become the property of Kitsap County, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

B. Proprietary information/public disclosure

Materials submitted in response to this Request for Proposals shall become the property of Kitsap County and the proposals shall be deemed public records as defined by RCW 42.56.

The Responder's Proposal must include a statement identifying the pages of its Proposal, if any, which contain information the Responder considers proprietary. Each page claimed to be proprietary must be clearly marked by printing the word "Proprietary" on the lower right hand corner. Responders may not mark their entire Proposal proprietary.

If Kitsap County receives a request to view or copy a Responder's Proposal, the County will respond according to applicable law and policy governing public disclosure. The County will not disclose any information marked "Proprietary" in a Proposal without giving the Responder ten (10) days' notice to seek a relief in superior court per RCW 42.56.540.

B. Independent Price Determination

The proposer guarantees that in connection with this proposal the prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

D. Subcontracting

Proposers must include any plans for subcontracting of services or activities of the programs. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. Kitsap County reserves the right to approve all subcontractors.

C. Rejection of Proposal

No Proposals submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. Kitsap County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this

RFP if it is in the best interest of Kitsap County to do so.

F. Appeal Process

Non-selected applicants have the right to appeal the decision of the County, limited to a procedural or legal violation in the selection process.

1. The applicant has the burden of proof and must specifically identify what statute, regulation or procedure has been violated.
2. An aggrieved applicant may, within five (5) working days after notification of a non-selected RFP application, appeal in writing to the Kitsap County Human Services Contract Administrator.
3. The appeal must state all facts and arguments upon which the aggrieved party believes a procedural or legal error occurred.
4. The Director of Human Services will render a written decision within thirty (30) working days of the receipt of the appeal.
5. In the event that no such procedural or legal errors are found to have occurred, the decision of the County shall be final.

G. Cancellation of Award

Kitsap County reserves the right to cancel an award immediately if new State Laws or policy determinations make it necessary to substantially change the project purpose or content, or prohibit such a project, or if the funds became unavailable.

H. Price Warranty

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

I. Waivers

The right is reserved by Kitsap County to waive specific terms and conditions contained in this Request for Proposals (RFP). It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

J. Nondiscrimination in Programs and Employment

It is the policy of Kitsap County to encourage and support equal opportunity in employment.

No person shall, on the grounds of race, color, religion, sex, handicap, sexual orientation, national origin, age, citizenship, political affiliation or belief, be denied employment or benefits, or be discriminated against as a participant, administrator, or staff person under any program or activity receiving funds under Kitsap County.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be

discriminated against in the admission, access, treatment, or employment in any program or activity.

The proposer agrees to comply with all provisions of the Americans with Disabilities Act and regulations interpreting or enforcing such Act.

The proposer agrees to provide equal opportunity in the administration of the contract, and its subcontracts, purchase orders or other agreements, and in the delivery of services to applicants/participants.

The proposer agrees to make every feasible effort to remove artificial barriers to employment, including, but not limited to, the elimination of sex stereotyping in employment and architectural barriers for the handicapped. Every effort shall be made to employ members of the eligible population in the staffing and administration of the project.

K. Addenda to the Request for Proposals

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the RFP.

L. Publicity

No informational pamphlets, notices, press releases, research reports, or similar public notices concerning this proposal will be released by the proposer without obtaining prior written approval of the Kitsap County Human Services Department.

M. Limitation

This Request for Proposals does not commit the Kitsap County to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

N. Signature

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

O. Contract Award

Kitsap County may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. Kitsap County reserves the right to request additional data, discussion or presentation in support of written proposals.

PROPOSAL EVALUATION WORKSHEET

INSTRUCTIONS:

Evaluation is the collection of information about a program in a systematic and defined manner to demonstrate success, identify areas for improvement and lessons learned. Every program has at least one end goal and might have several – one or more activities are required to make progress toward meeting the goal. Progress is measured with one or more objectives that might cover an output (number of something) or outcome (change over time) due to the program. The type of outcome (column D) and expected time frame for change (column E) should be defined. Objectives must follow the “SMART” guideline: specific, measurable, attainable, realistic, and time-bound (column C). Each objective should include an expected target result and completion date (“time-bound” part of column C).

New and continuing grant proposals must fill out the Evaluation Worksheet. Please replicate the last row as many times as necessary.

DEFINITIONS:

Program Goal:	A broad statement or a desired, longer-term, outcome of a program. A program can have one or multiple goals. Each goal has a one or more related specific objectives that, if met, will collectively achieve the stated goal.
Activity:	Actions taken or work performed to produce specific outputs and outcomes.
SMART Objective:	A statement of a desired program result that meets the criteria of being SMART (specific, measurable, achievable, realistic, and time-bound).
Output:	Results of program activities; the direct products or deliverables of program activities; such as number of: sessions completed, people served, materials distributed.
Outcome:	Effect of a program (change) - can be in: participant satisfaction; knowledge, attitude, skill; practice or behavior; overall problem; or a measure of return-on-investment or cost-benefit. Identify any measures that are “fidelity” measures for an evidence based practice.
Timeline:	Is the outcome expected to measure short-term, medium-term or a longer-term change? When will measurement begin start)? How often will measurement be done for reporting (reporting frequency: quarterly, semi-annual, annual, other)? How often will the program be accountable for achieving the smart objective (accountability frequency: quarterly, semi-annual, annual, other)? In what way will the data be collected (measurement period type: current quarter or year-to-date)?
Baseline:	The status of services or outcome-related measures before an intervention against which progress can be assessed or comparisons made. Should include data and time frame.
Source:	How and from where will data be collected?

2023 NEW GRANT PROPOSAL EVALUATION WORKSHEET

SCOPE OF WORK: Based on the list of goals, objectives, and strategies provided in the Scope of Work (Attachment B), please state those your program will focus on for this grant cycle. Your program can select more than one goal, objective, and strategy. Please use these goals, objectives, and strategies as guidance in your evaluation worksheet.

GOAL:
OBJECTIVE:
STRATEGY:

PROJECT NAME:

A. PROGRAM GOAL	B. ACTIVITY	C. SMART OBJECTIVE	D. TYPE OF MEASURE	E. TIMELINE	F. BASELINE	G. SOURCE
Understand general number of participants and services	Track universal measures	WITH RESPECT TO THE CURRENT QUARTER: # unduplicated individuals served - By type (types determined by contractor) - By ZIP code - By health insurance type # services (naturally unduplicated) - By type (types determined by contractor) Narrative - Reflecting on evaluation results and overall program efforts, describe what has been achieved this Quarter. If objectives went unmet, why? Are there any needed changes in evaluation or scope of work? - Briefly describe collaborative efforts and outreach activities employing collective impact strategies. - Please describe your sustainability planning – new collaborations, other sources of funding, etc - Success Stories	<input checked="" type="checkbox"/> Output <hr/> Outcomes: <input type="checkbox"/> Participant satisfaction <input type="checkbox"/> Knowledge, attitude, skill <input type="checkbox"/> Practice or behavior <input type="checkbox"/> Impact on overall problem <hr/> <input type="checkbox"/> ROI or cost-benefit <input type="checkbox"/> Fidelity measure	<input checked="" type="checkbox"/> S / <input type="checkbox"/> M / <input type="checkbox"/> L <hr/> Start: 1/1/2022 Reporting Frequency: <input checked="" type="checkbox"/> Q / <input type="checkbox"/> SA / <input type="checkbox"/> A / <input type="checkbox"/> O: Accountability Freq.: <input checked="" type="checkbox"/> Q / <input type="checkbox"/> SA / <input type="checkbox"/> A / <input type="checkbox"/> O: Measure. Period Type: <input checked="" type="checkbox"/> CQ / <input type="checkbox"/> YTD / <input type="checkbox"/> O:	To be completed by program	Program Data
		WITH RESPECT TO THE ENTIRE GRANT CYCLE: # unduplicated individuals served - By type (types determined by contractor) - By ZIP code - By health insurance type	<input checked="" type="checkbox"/> Output <hr/> Outcomes: <input type="checkbox"/> Participant satisfaction <input type="checkbox"/> Knowledge, attitude, skill <input type="checkbox"/> Practice or behavior <input type="checkbox"/> Impact on overall problem	<input type="checkbox"/> S / <input checked="" type="checkbox"/> M / <input type="checkbox"/> L <hr/> Start: 1/1/2022 Reporting Frequency: <input type="checkbox"/> Q / <input type="checkbox"/> SA / <input checked="" type="checkbox"/> A / <input type="checkbox"/> O: Accountability Freq.: <input type="checkbox"/> Q / <input type="checkbox"/> SA / <input checked="" type="checkbox"/> A / <input type="checkbox"/> O: Measure. Period Type: <input type="checkbox"/> CQ / <input checked="" type="checkbox"/> YTD / <input type="checkbox"/> O:		

2023 NEW GRANT PROPOSAL EVALUATION WORKSHEET

A. PROGRAM GOAL	B. ACTIVITY	C. SMART OBJECTIVE	D. TYPE OF MEASURE	E. TIMELINE	F. BASELINE	G. SOURCE
			<input type="checkbox"/> ROI or cost-benefit <input type="checkbox"/> Fidelity measure			
To be completed by program	To be completed by program	To be completed by program	<input type="checkbox"/> Output <hr/> Outcomes: <input type="checkbox"/> Participant satisfaction <input type="checkbox"/> Knowledge, attitude, skill <input type="checkbox"/> Practice or behavior <input type="checkbox"/> Impact on overall problem <hr/> <input type="checkbox"/> ROI or cost-benefit <input type="checkbox"/> Fidelity measure	<input type="checkbox"/> S / <input type="checkbox"/> M / <input type="checkbox"/> L <hr/> Start: 1/1/2022 <hr/> Reporting Frequency: <input type="checkbox"/> Q / <input type="checkbox"/> SA / <input type="checkbox"/> A / <input type="checkbox"/> O: <hr/> Accountability Freq.: <input type="checkbox"/> Q / <input type="checkbox"/> SA / <input type="checkbox"/> A / <input type="checkbox"/> O: <hr/> Measure. Period Type: <input type="checkbox"/> CQ / <input type="checkbox"/> YTD / <input type="checkbox"/> O:	To be completed by program	To be completed by program

Total Agency or Departmental Budget Form

Agency Name:

Project:

Accrual

Cash

AGENCY REVENUE AND EXPENSES	2022		2023		2024	
	Actual	Percent	Budget	Percent	Budget	Percent
AGENCY REVENUE						
Federal Revenue	\$ -		\$ -		\$ -	
WA State Revenue	\$ -		\$ -		\$ -	
Local Revenue	\$ -		\$ -		\$ -	
Private Funding Revenue	\$ -		\$ -		\$ -	
Agency Revenue	\$ -		\$ -		\$ -	
Other Revenue (See Definition)	\$ -		\$ -		\$ -	
Total Agency Revenue (A)	\$ -		\$ -		\$ -	
AGENCY EXPENSES						
Personnel						
Managers	\$ -		\$ -		\$ -	
Staff	\$ -		\$ -		\$ -	
Total Benefits	\$ -		\$ -		\$ -	
Subtotal	\$ -		\$ -		\$ -	
Supplies/Equipment						
Equipment	\$ -		\$ -		\$ -	
Office Supplies	\$ -		\$ -		\$ -	
Other (See Definition)	\$ -		\$ -		\$ -	
Subtotal	\$ -		\$ -		\$ -	
Administration						
Advertising/Marketing	\$ -		\$ -		\$ -	
Audit/Accounting	\$ -		\$ -		\$ -	
Communication	\$ -		\$ -		\$ -	
Insurance/Bonds	\$ -		\$ -		\$ -	
Postage/Printing	\$ -		\$ -		\$ -	
Training/Travel/Transportation	\$ -		\$ -		\$ -	
% Indirect	\$ -		\$ -		\$ -	
Other (See Definition)	\$ -		\$ -		\$ -	
Subtotal	\$ -		\$ -		\$ -	
Ongoing Operations and Maintenance						
Janitorial Service	\$ -		\$ -		\$ -	
Maintenance Contracts	\$ -		\$ -		\$ -	
Maintenance of Existing Landscaping	\$ -		\$ -		\$ -	
Repair of Equipment and Property	\$ -		\$ -		\$ -	
Utilities	\$ -		\$ -		\$ -	
Other (See Definition)	\$ -		\$ -		\$ -	
Other (See Definition)	\$ -		\$ -		\$ -	
Other (See Definition)	\$ -		\$ -		\$ -	
Subtotal	\$ -		\$ -		\$ -	
Other Costs						
Debt Service	\$ -		\$ -		\$ -	
Other (See Definition)	\$ -		\$ -		\$ -	
Subtotal	\$ -		\$ -		\$ -	
Total Direct Expenses	\$ -		\$ -		\$ -	
Balance	\$ -	-	\$ -	-	\$ -	-

Mental Health, Chemical Dependency and Therapeutic Court Program Grant Proposal Special Project Budget Form

Agency Name:

Project:

Enter the estimated costs associated with your project/program	Total Funds		Requested Funds		Other Matching Funds	
	Budget	Percent	Budget	Percent	Budget	Percent
Personnel						
Managers	\$ -		\$ -		\$ -	
Staff	\$ -		\$ -		\$ -	
Total Benefits	\$ -		\$ -		\$ -	
SUBTOTAL	\$ -		\$ -		\$ -	
Supplies & Equipment						
Equipment	\$ -		\$ -		\$ -	
Office Supplies	\$ -		\$ -		\$ -	
Other (See Definition):	\$ -		\$ -		\$ -	
SUBTOTAL	\$ -		\$ -		\$ -	
Administration						
Advertising/Marketing	\$ -		\$ -		\$ -	
Audit/Accounting	\$ -		\$ -		\$ -	
Communication	\$ -		\$ -		\$ -	
Insurance/Bonds	\$ -		\$ -		\$ -	
Postage/Printing	\$ -		\$ -		\$ -	
Training/Travel/Transportation	\$ -		\$ -		\$ -	
% Indirect (Limited to 5%)	\$ -		\$ -		\$ -	
Other (See Definition):	\$ -		\$ -		\$ -	
SUBTOTAL	\$ -		\$ -		\$ -	
Ongoing Operations & Maintenance						
Janitorial Service	\$ -		\$ -		\$ -	
Maintenance Contracts	\$ -		\$ -		\$ -	
Maintenance of Existing Landscaping	\$ -		\$ -		\$ -	
Repair of Equipment and Property	\$ -		\$ -		\$ -	
Utilities	\$ -		\$ -		\$ -	
Other (See Definition):	\$ -		\$ -		\$ -	
Other (See Definition):	\$ -		\$ -		\$ -	
Other (See Definition):	\$ -		\$ -		\$ -	
SUBTOTAL	\$ -		\$ -		\$ -	
Sub-Contracts						
Organization:	\$ -		\$ -		\$ -	
Organization:	\$ -		\$ -		\$ -	
Organization:	\$ -		\$ -		\$ -	
Organization:	\$ -		\$ -		\$ -	
SUBTOTAL	\$ -		\$ -		\$ -	
Other						
Debt Service	\$ -		\$ -		\$ -	
Other (See Definition):	\$ -		\$ -		\$ -	
SUBTOTAL	\$ -		\$ -		\$ -	
Total Project Budget	\$ -		\$ -		\$ -	

NOTE: Indirect is limited to 5%

Mental Health, Chemical Dependency and Therapeutic Court Program 2024 Sub-Contractor Special Project Budget Form

Sub-Contractor Agency Name:

Project:

Enter the estimated costs associated with your project/program	2023			2024		
	Award	Expenditures	%	Request	Modifications	%
Personnel						
Managers	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Staff	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Total Benefits	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
SUBTOTAL	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Supplies & Equipment						
Equipment	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Office Supplies	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
SUBTOTAL	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Administration						
Advertising/Marketing	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Audit/Accounting	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Communication	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Insurance/Bonds	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Postage/Printing	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Training/Travel/Transportation	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
% Indirect (Limited to 5%)	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
SUBTOTAL	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Ongoing Operations & Maintenance						
Janitorial Service	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Maintenance Contracts	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Maintenance of Existing Landscaping	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Repair of Equipment and Property	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Utilites	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
SUBTOTAL	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other						
Debt Service	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
SUBTOTAL	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Total Project Budget	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!

NOTE: Indirect is limited to 5%

Mental Health, Chemical Dependency and Therapeutic Court Program 2024 Project Salary Summary

Agency Name:

Project:

Description

Number of Professional FTEs	0.00
Number of Clerical FTEs	0.00
Number of All Other FTEs	0.00
Total Number of FTEs	0.00

Salary Information

Salary of Executive Director or CEO	\$ -
Salaries of Professional Staff	\$ -
Salaries of Clerical Staff	\$ -
Other Salaries (Describe Below)	\$ -
Description:	\$ -
Description:	\$ -
Description:	\$ -
Description:	\$ -
Description:	\$ -
Total Salaries	\$ -
Total Payroll Taxes	\$ -
Total Cost of Benefits	\$ -
Total Cost of Retirement	\$ -
Total Payroll Costs	\$ -

Committee Review Form

Scoring Instructions:

1. Read the entirety of the application.
2. Evaluate each application independently using the questions below.
3. Assign a score from 0 – 20.
4. When thinking about scoring, use 10 as the starting place for a project that is “average”. Assign more points for excellent projects/programs; assign fewer points for those that are of poorer quality.
5. **Remember that you are not scoring the quality of the application, but the quality of the program.**
6. Take notes on a program strengths, weaknesses, and any questions you would like the agency to answer. You can use a paper version of this form to take notes if you wish.
7. Enter scores into Survey Monkey Apply. You are also encouraged to enter your comments, notes, and questions into Survey Monkey Apply.
8. Thank you!

Organization Name

Proposal Title

1. PROJECT SOUNDNESS and DESIGN

Evaluation Question: Does the application demonstrate that the project has sufficient planning, staffing, and performance measures to be effective and efficient? What are the Goals, Objectives, and Strategies, have they been clearly defined?

Score (0 – 20 points): _____

Comments, notes, and questions:

2. COMMUNITY NEED AND BENEFIT

Evaluation Question: Does the application demonstrate that there is a need for this project/program in the community, and that the project will have a significant and beneficial impact on the people who need it?

Score (0 – 20 points): _____

Comments, notes, and questions:

3. FINANCIAL FEASIBILITY

Evaluation Question: Does the information in the application demonstrate that the project/program has the financial planning and resources to be carried out as described in the application?

Score (0 – 20 points): _____

Comments, notes, and questions:

4. OUTREACH AND REFERRAL

Evaluation Question: How does the agency outreach to target populations and or receive referrals. Is there a clear plan to ensure all eligible persons have access to the program.

Score (0 – 20 points): _____

Comments, notes, and questions:

5. CULTURALLY COMPETENT CARE and TRAUMA INFORMED

Evaluation Question: Agency has provided a detailed description of how they ensure delivery of culturally competent behavioral health care services and how the project incorporates trauma informed care principles and practices.

Score (0 – 20 points): _____

Comments, notes, and questions:

ACCOMPLISHMENTS TO DATE - Score used during Executive Sessions

Evaluation Question: For continuation/new this year applicants, review Mid-Year Review Forms with contract scope of work along with Evaluation Summaries provided by Kitsap Public Health to determine that an agency is meeting their outlined goals, objectives, and have outcomes to demonstrate progress. This score is based off actual quantitative results, not statements in the application.

Yes _____ No _____ Other (describe):

Comments, notes, and questions:

BARRIERS TO IMPLEMENTATION - Not Scored

Evaluation Question: What challenges has the agency had with implementing the program (new) or keeping the program running at its original intended purpose (continuation) ** For new to this year applicants, please take into consideration that new programs experience unknown challenges unforeseen at the start, they should have addressed these challenges in Mid-Year Forms. Evaluate all applicants on their level of understanding and capacity to address challenges.

Comments, notes, and questions:

KEY ACCOMPLISHMENTS

Comments, notes, and questions:

FUNDING REQUEST

LAST YEAR FUNDING:

Evaluation Question: Did the agency utilize their previous year's award in full? What was left and why? Where is the continuation agency at Mid-Year with spending the current allocations?

Funding Left over from 2022_____

Award funding amount for 2023_____

Funding spent Mid-Year 2023_____

Comments, notes, and questions:

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 ___ having its principal office at ___ (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on ___ and terminate on ___. 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

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

Contractor's Contract Representative

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 \$. 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;
- 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.

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:

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

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

- G. Written notice of cancellation or change will be mailed to the County Human Services Department as provided above.
- H. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

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

- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by the County to the Contractor. No costs incurred after the effective date of termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 If permitted to use subcontractors, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this Contract and all applicable laws.
- 9.3 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an employee, agent or servant of the County. The Contractor will perform the services in strict accordance with the provisions of the Contract, but will be free from control or direction over the performance of the services.
- 10.2 At least one of the following applies: (a) the services to be provided are outside the usual course of business for which the services are performed; (b) the services to be provided will be performed outside all of the places of business of the Contractor; or (c) the Contractor is responsible for the costs of the principal place of business from which the services will be performed.
- 10.3 The Contractor warrants that it either: (a) is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the Contract; or (b) has a principal place of business for the business it is conducting that is eligible for a business deduction for federal income tax purposes.
- 10.4 The Contractor acknowledges or warrants that it: (a) is responsible for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for the type of business the Contractor is conducting; (b) has established an account with the State of Washington Department of Revenue and any other applicable state agencies for the business the Contractor is conducting for the payment of all state taxes

normally paid by employers and businesses; and (c) has registered for and received a unified business identifier number from the State of Washington.

- 10.5 The Contractor warrants that it maintains a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.
- 10.6 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and that the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County employees or agents.
- 10.7 In the event that any of the Contractor's employees, agents, servants or subcontractors, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this Contract or indicates that they are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measure to prevent said employee, agent or servant from performing or providing any such services.
- 10.8 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any loss or expense, including, but not limited to, settlements, judgments, set-offs, attorneys' fees or costs, incurred or suffered by reason of claims or demands arising in connection with the provisions of this Section.

SECTION 11. COMPLIANCE WITH LAWS

- 11.1 The Contractor, its employees, assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status or the presence of disability.
- 11.2 The Contractor, its employees, assignees, delegates and subcontractors will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.
- 11.3 The Contractor and its subcontractors, employees, agents, assignees and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 11.4 Religious Activities. If the Contractor is a faith-based or religious organization, it retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. Such a Contractor, however, may not use any funding provided under this Agreement to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may such a Contractor condition the provision of services provided pursuant to this Agreement upon a participant's engaging in any such explicitly religious activities.

SECTION 12. DOCUMENTATION AND OWNERSHIP OF MATERIALS

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

- 12.2 The Contractor will maintain property record cards and property identification tabs as may be directed by County codes and changes thereto. This applies only to property purchased from funds under this Contract specifically designated for such purposes. Ownership of equipment purchased with funds under this Contract so designated for purchase shall rest in the County and such equipment shall be so identified.
- 12.3 The Contractor will provide a detailed record of all sources of income for any programs it operates pursuant to this Contract, including state grants, fees, donations, federal funds and other funds outlined in this Contract, or any amendments or modifications to this Contract. Expenditure of all funds payable under this Contract must be in accordance with the attached Statement of Work.
- 12.4 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.5 All property and patent rights, including publication rights, and other documentation, including, machine-readable media, produced by the Contractor in connection with the work provided for under this Contract shall vest in the County and such materials will be provided to the County upon request.
- 12.6 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

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

SECTION 14. DISPUTES

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

SECTION 15. CONFIDENTIALITY

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

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.
- 16.3 If the Contractor is a federally recognized Indian tribe, the following provision applies: Each party hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the other party relating to, or arising under, this Contract. Each party hereby voluntarily consents to the personal jurisdiction of the Superior Court of the State of Washington, County of Kitsap, solely for this purpose.

SECTION 17. MISCELLANEOUS

- 17.1 **Authority.** The Contractor certifies that it has the legal authority to apply for the funds covered under this Contract.
- 17.2 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.3 **Remedies.** All remedies provided for in this Contract will be construed as cumulative and will be in addition to any other remedies provided by law.
- 17.4 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.5 **Conflict of Interest.** The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.
- 17.6 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representative from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.7 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Contract.
- 17.8 **Publication.** The Contractor will not publish any results of the works performed under this Contract without the advance written permission of the County.
- 17.9 **County Review.** The County may, at reasonable times, review and monitor the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Board of County Commissioners, or its respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by County agents or employees, and the inspection of all

records or other materials which the County deems pertinent to the Contract and its performance, except those deemed confidential by law.

- 17.10 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.11 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.12 **Suspension, Debarment, and Lobbying.** The Contractor shall certify, on a separate form (Attachment D), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Attachment E), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.
- 17.13 **Attachments.** The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:
- Attachment A – Special Terms and Conditions
 - Attachment B – Statement of Work
 - Attachment C – Budget Summary/Estimated Expenditures
 - Attachment D – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - Attachment E – Certification Regarding Lobbying
- In the event of an inconsistency between these General Terms and Conditions and the attachments, precedence shall be given in the following order: (1) General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget Summary/Estimated Expenditures.
- 17.14 **Whole Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the Contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.15 **Notices.** Any notice will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

17.16

18 SECTION 16. PREVAILING WAGE

Contractor shall comply with the prevailing wage requirements identified in Attachment F, which is incorporated in full by this reference.

This contract is effective _____.

Dated this ___ day of _____, 2022.

CONTRACTOR

Dated this ___ day of _____, 2022.

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

Chair

Commissioner

Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office

PREVAILING WAGE

Effective January 1, 2020, contractors must file weekly certified payroll reports for all prevailing wage jobs (regardless of project amount) and submit them directly to L&I.

General

Contractor shall comply with the prevailing wage requirements of chapter 39.12 RCW and WAC 296-127, specifically including RCW 39.12.020 and WAC 296-127-023 (Building Service Maintenance), if applicable. Contractor shall pay not less than the prevailing rate of per diem wages to its employees and shall provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of wage statement shall be posted by the Contractor in a location readily visible to workers at the job site or as provided in RCW 39.12.020

Over \$2,500

For contracts greater than \$2,500, a "Statement of Intent to Pay Prevailing Wages: (hereinafter "Statement of Intent")" must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than \$10,000, the Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An "Affidavit of Wages Paid" must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.

\$2,500 or Less

For contracts \$2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor will submit an "Affidavit of Wages Paid" to the County.

Statement of Intent

The Statement of Intent and Affidavit of Wages Paid must be submitted on forms approved by the Department of Labor and Industries.