

KITSAP COUNTY HUMAN SERVICES
1/10th of 1% Mental Health, Chemical Dependency
and Therapeutic Courts Contract

Contract Number: KC-054-24

Contractor: West Sound Treatment Center

Amount: \$637,471

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

CFDA#: Not applicable

Purpose: This project will provide Jail Based Behavioral Health Services to 320 inmates at the Kitsap County Jail and (2) full-time liaisons to outreach 1500, screen and assist 500 individuals with uncovered needs in housing, transportation, harm reduction, and behavioral health resources.

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

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

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

This contract is effective January 1, 2024.

Dated this 18 day of December, 2023. Dated this 8 day of Jan, 2024.

**CONTRACTOR
WEST SOUND TREATMENT CENTER**



Ken Wilson, Executive Director



Rob Divelbess, President, Board of Directors

**KITSAP COUNTY BOARD OF
COMMISSIONERS**



KATHERINE T. WALTERS, Chair



CHRISTINE ROLFES, Commissioner



CHARLOTTE GARRIDO, Commissioner



ATTEST:



Dana Daniels, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office



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

CONTRACT GENERAL TERMS AND CONDITIONS

This contract for Human Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and West Sound Treatment Center, having its principal office at Fuller-Wise Building, 1415 Lumsden Road, Port Orchard, WA 98367 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

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

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor will be set forth in Attachment B: Statement of Work, which is attached to the Contract.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

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

County's Contract Representative

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

Contractor's Contract Representative

West Sound Treatment Center
Fuller-Wise Building
1415 Lumsden Road
Port Orchard, WA 98367

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor will be set forth in Attachment C: Budget Summary, 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 \$637,471. Any cost incurred by the Contractor over and above the year-end sums set out in the budgets shall be at the Contractor's sole risk and expense.
 - 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Contractor shall use the Department of Human Services Contractor Invoice Form, available from the County. Subject to the other provisions of the Contract, the County generally will pay such an invoice within thirty (30) days of receiving it.
 - 4.4 The County will submit payments for work performed to;

West Sound Treatment Center
Fuller-Wise Building
1415 Lumsden Road
Port Orchard, WA 98367
 - 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.
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- 4.8 If the Contractor fails to perform any substantial obligation, and the failure has not been cured within ten (10) days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.
- 4.9 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 this Contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties or the County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by

Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the County or its elected or appointed officials, officers or employees. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This indemnification provision shall survive the expiration or termination of the Contract.

SECTION 7. INSURANCE

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

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

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

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

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

Not Applicable.

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

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

7.5 Miscellaneous Insurance Provisions

- A. The Contractor's liability insurance provision will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
 - B. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will include the County, its officers, officials, employees and agents as additional insureds with respect to performance of services.
 - C. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will contain no special limitations on the scope of protection afforded to the County as an additional insured.
 - D. Any failure to comply with reporting provisions of the policies will not affect the coverage provided to the County, its officers, officials, employees or agents.
 - E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought subject to the limits of the insurer's liability.
 - F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
 - G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
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- 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 shall, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
 - C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured or a letter of self insurance from a public entity risk pool which waives the requirement.
 - D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
 - E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send verification to the County that the Contractor is currently paying workers' compensation.
 - F. Evidence of such insurance, as required above, shall be provided to the County at the following address:
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Hannah Shockley, Human Services Planner
Program, 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 Risk Management Division as provided above.
- H. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

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

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, 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.
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- 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
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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.
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SECTION 12. DOCUMENTATION AND OWNERSHIP OF MATERIALS

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

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

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

SECTION 14. DISPUTES

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

SECTION 15. CONFIDENTIALITY

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

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

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

SECTION 17. MISCELLANEOUS

- 17.1 **Authority.** The Contractor certifies that it has the legal authority to apply for the funds covered under this Contract.
- 17.2 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
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- 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
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with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

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

Attachment A – Special Terms and Conditions

Attachment B – Statement of Work

Attachment C – Budget Summary/Estimated Expenditures

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

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

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



ATTACHMENT A: SPECIAL TERMS and CONDITIONS

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

Purpose

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

Collaboration and Collective Impact

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

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

Identification and Coordination of Available Funding Sources

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

Requirements.

Background Checks (RCW 43.43, WAC 388-877 & 388-877B)

The Contractor shall ensure a criminal background check is conducted for all staff members; case managers, outreach staff members, etc.; or volunteers who have unsupervised access to children, adolescents, and vulnerable adults.

Services and Activities to Ethnic Minorities and Diverse Populations

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

Audit Requirements

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

Requirements for providing behavioral health “treatment” services include:

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

Or

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

Or

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

ATTACHMENT B: STATEMENT OF WORK

New Start Jail Services AND Resource Liaisons

Background

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

Project Description

This project will provide behavioral health services within the Outpatient and Recovery Support Services level of the continuum of care and addresses the following strategic goals:

- Improve the health status and wellbeing of Kitsap County residents.
- Reduce the incidence and severity of chemical dependency and/or mental health disorders in adults.
- 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 recycle through our 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.

This project will provide Jail Based Behavioral Health Services to 320 inmates at the Kitsap County Jail and (2) full-time liaisons to outreach 1500, screen and assist 500 individuals with uncovered needs in housing, transportation, harm reduction, and behavioral health resources.

Project Activities

West Sound Treatment Center will provide oversight and management for the New Start Program:

Clinical Supervision, (.16 FTE)

Provides Clinical Supervision including supervision of clinical staff. Responsible for clinical outcomes and objectives listed with New Start and Re-Entry. Responsible for collaborating with SUDP/Ts to ensure culturally sensitive care is provided, including but not limited to gender-specific care and/or disabilities, along with specialized care for unique barriers. Ensures adherence to the Washington Administrative Codes (WAC), RCWs, and HIPAA. Ensures billing specialist is actively enrolling clients within (7) days with insurance whenever possible, SABG when no other options are available, or CJTA.

Compliance Manager (.16 FTE)

Responsible for relaying data to clinical supervision to ensure objectives and outcomes can be met. Hosts meetings regarding project. Tracks spend down of funding alongside the finance department. This position is responsible for a variety of record keeping collecting appropriate data and submit client information for reporting purposes. Responsible for collaborating with Substance Use Disorder Professionals/Trainees (SUDP/Ts) and housing case managers (HCMs) to ensure community resources are utilized when needed based off-of data. Must have extensive experience in relapse prevention and working knowledge of community resources. Case manages high-risk, high-needs clients, as necessary.

Development Director, (.16 FTE)

Provides financial and contractual consultation, conferencing with Clinical Supervision and Compliance Manager and CEO to relay information regarding objectives and outcomes. Development of community partnerships and other funding to provide additional wrap-around services. Submits reports on behalf of agency, attends all funder-initiated meetings in relation to this grant. Directly Responsible for management and appropriately spending vocational fund, will ensure SUDP/Ts and HCMs utilize client's medical records to document funds dispersed.

Chemical Dependency Professional & Peer Support (2.0 FTE)

Provides screening and comprehensive assessments of program participants. Provides Substance Use Disorder (SUD) Assessments, and Court Mandated Assessments (including Behavioral Health Court Assessments) as needed, for incarcerated clients. Establishes individual service plans and provides individual and group counseling. Utilizes Moral Reconciliation Therapy (MRT) and Trauma Informed Care Curriculums. Provides continuing care via outpatient treatment at West Sound Treatment Center (WSTC). Provides case management services that include direct linkages to community partner agencies as needed. Follow-up with program participants after client has been referred to community resources. Will co-manage with other SUDP/T and/or Peer Support (13) the workload within the jail.

Female Housing Case Manager (.5 FTE)

Oversees Women's Female New Start House. This position is responsible for a variety of record keeping and interpersonal tasks such as intake, evaluation, coordination, and provision of services to housing participants. Makes direct inquiries about needs of housed participants and communicates with primary counselor to ensure referrals are achieved as needed to meet the outcomes of the contract. Collects and submits client information for reporting purposes while adhering to the Washington Administrative Codes (WAC) and laws pertaining to confidentiality and continue to facilitate strong and viable community partnerships. Conducts 30/60/90-day review of clients housed with us whom have graduated our treatment program or enrolled in a different agency. Accountable for the daily upkeep, maintenance, and repair of the facilities and conducting monthly inspections of the house, as well as ensuring there are no contraband items inside the facilities. Screen participants at the Kitsap County Jail, or at re-entry process, to locate housed participants and maintain full occupancy. Is a physical, regular, presence in the home to ensure a healthy sober-living environment, coordinates care with primary counselor, Clinical Supervision, or CEO as needed.

Male Housing Case Manager (.5 FTE)

Oversees Women's Female New Start House. This position is responsible for a variety of record keeping and interpersonal tasks such as intake, evaluation, coordination, and provision of services to housing participants. Makes direct inquiries about needs of housed participants and communicates with primary counselor to ensure referrals are achieved as needed to meet the outcomes of the contract. Collects and submits client information for reporting purposes while adhering to the Washington Administrative Codes (WAC) and laws pertaining to confidentiality and continue to facilitate strong and viable community partnerships. Conducts 30/60/90-day review of clients housed with us whom have graduated our treatment program or enrolled in a different agency. Accountable for the daily upkeep, maintenance, and repair of the facilities and conducting monthly inspections of the house, as well as ensuring there are no contraband items inside the facilities. Screen participants at the Kitsap County Jail, or at re-entry process, to locate housed participants and maintain full occupancy. Is a physical, regular, presence in the home to ensure a healthy sober-living environment, coordinates care with primary counselor, Clinical Supervision, or CEO as needed.

Female Transport Coordinator (.25 FTE)

Responsible for transporting clients to essential appointments, treatment agencies and any other transportation needs that the pertains to the clients' recovery and care. This position ensures that the client will be transported into locations that are safe and sober. This position ensures that the New Start & Re-Entry participants housed with us have transportation needs met including but not limited to acquisition of groceries, medical appointments, gainful employment interviews, and SUD treatment.

Male Transport Coordinator (.25 FTE)

Responsible for transporting clients to essential appointments, treatment agencies and any other transportation needs that pertains to the clients' recovery and care. This position ensures that the client will be transported into locations that are safe and sober. This position ensures that the New Start and Re-Entry participants housed with West Sound have transportation needs met including but not limited to acquisition of groceries, medical appointments, gainful employment interviews, and SUD treatment.

Transport and Housing Resource Liaison (1 FTE)

Liaison will specialize in specific areas of expertise to assist clients with solutions and resources during and for next steps in recovery. They will conduct outreach focusing on SMART goals, in addition to developing and maintaining collaborative working relationships with community partners. This position will heavily rely on data, and the liaison will track and present data for all components of their work on a regular basis to understand and manage the demographic in real time.

Harm Reduction and Behavioral Health Liaison (1 FTE)

Liaison will specialize in specific areas of expertise to assist clients with solutions and resources during and for next steps in recovery. They will conduct outreach focusing on SMART goals, in addition to developing and maintaining collaborative working relationships with community partners. This position will heavily rely on data, and the liaison will track and present data for all components of their work on a regular basis to understand and manage the demographic in real time.

Project Design

The Contractor will utilize Moral Reconciliation Therapy (MRT) in conjunction with Trauma Informed Care Curriculums to treat substance abuse/dependence. MRT seeks to move the offenders from a pleasure vs. pain reasoning level to a level where there is concern for social rules, and the impact of their behaviors on others becomes more important to them. Trauma Informed Care seeks to understand and meet the client where they are at and implement cultural and barrier sensitive interventions and objectives for SUD treatment.

The 12-step self-help concepts and principles are modeled through the facilitation of Alcoholics/Narcotics Anonymous (AA/NA) meetings, and through educational materials provided to offenders. Offenders are required to attend AA/NA meetings at the jail while in the New Start program. The inclusion of AA/NA is to increase the

offender's awareness of the necessity of having a sober support network of peers in order to maintain a clean and sober lifestyle.

Project Outcomes and Measurements

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

- Quantity of services (outputs).
- Level of change occurring among participants (outcomes).
- Return-on-investment or cost-benefit (system savings) if evidence-based.
- Adherence to the model (fidelity).
- Common measures (to be identified by the Citizens Advisory Committee and Kitsap Public Health District staff that all programs must report on).

Data will be collected to monitor the following goals and objectives identified by the Contractor:

Goal #1: Provide Chemical Dependency treatment, and re-entry preparation services to offenders to successfully re-enter the community.

Objective #1: 60% of outpatient participants successfully complete (graduate) program (do not drop out or are not removed because of disciplinary reasons) or remained in SUD care.

Objective #2: 40% of clients have been discharged and not re-engaged by the end of 2023. WSTC will employ and demonstrate re-engagement strategies for the discharged and non-engaged.

Goal #2: Reduce recidivism by providing comprehensive support and basic need services once the offender is released into the community.

Objective #3: Collect and screen in-jail applicants.

Objective #4: Provide assessments for 320 participants per year.

Objective #5: Provide low-barrier intakes in jail or upon release.

Objective #6: Provide low-barrier outpatient care in jail or upon release.

Objective #7: Maintain and demonstrate an ongoing relationship with participants through graduation and/or stages of change.

Objective #8: Utilize re-engagement strategies within (90) days of discharge.

Goal #3: Provide clean and sober supportive housing and fill the community gap for chronically homeless inmates with substance use disorder.

Objective #9: Sober Living House will maintain 85% of housing capacity each quarter.

Objective #10: 100% of housed participants will report having had transportation needs met or almost met.

Objective #11: 100% of housed participants will visit with primary care physician within 30 days of enter sober living home.

Objective #12: 100% of housed participants that need mental health medication will have their prescriptions filled and secured by housing case managers.

Objective #13: 100% of New Start participants, including those housed and unhoused, will receive referrals to housing program(s) or resources.

Goal #4: Program services meet participant needs and support improvements in health and wellbeing and stability.

Objective #14: 100% of clients will be connected to a mental health provider.

Objective #15: 100% of clients will be referred to peer support and reviewed during treatment team meetings.

Objective #16: 100% of clients will complete a needs assessment or similar, depending on need.

Objective #17: Participants will complete a relapse prevention plan or similar, dependent upon need.

Objective #18: All participants will have the opportunity to complete surveys that monitor, track, and plan for barriers and needs. West Sound will document strategies utilized to provide opportunities for participation, as well as summarize data into SMART goals for improvement.

Goal #5: Increase recovery success rates by reducing barriers to basic needs and resources.

Objective #19: 60% of individuals requesting services will be supported by liaisons to result in successfully documented connections to necessary resources.

Objective #20: Resource liaisons will document collective impact strategies to engage other providers and professionals within their subjective matter of expertise to reduce barriers and meet basic needs of participants with adequate resources.

Data Collection

The Contractor will provide a Quarterly Report to the Kitsap County Human Services Department by April 30, July 31, October 31, 2024 and January 31, 2025 each year funding is received under this grant detailing progress made on program outcomes during the quarter, what other funding sources have been investigated, and what the future potential for alternative funding is. In addition, outcomes identified in the Evaluation Plan for Mental Health, Chemical Dependency and Therapeutic Court Programs will be reported.

Billing and Payment

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

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

Reimbursement Request – Upon Completion of each month, the Contractor must provide to the County a written explanation of expenditures which are less than 90% of, or more than 115% of the year-to-date budgeted total. All payments to be made by the County under this contract shall be made to:

West Sound Treatment Center
4060 Wheaton Way Suite F
Bremerton, WA 98310

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

Attachment C: Total Budget Amount \$637,471

Attachment C-1: Budget New Start Amount \$387,741

Attachment C-2: Budget Liaisons Amount \$250,000

Attachment C-3: Budget Salary Summaries



**Mental Health, Chemical Dependency and Therapeutic Court Program
2024 Special Project Budget Form**

Agency Name: West Sound Treatment Center

Project: New Start & Re-Entry 2024

Enter the estimated costs associated with your project/program	2023			2024		
	Award	Expenditures	%	Request	Modifications	%
Personnel						
Managers	\$ 55,460.00	\$ 55,460.00	100%	\$ 55,460.00	\$ -	0%
Staff	\$ 162,240.00	\$ 162,240.00	100%	\$ 169,977.00	\$ 7,737.00	5%
Total Benefits	\$ 47,894.00	\$ 47,894.00	100%	\$ 47,894.00	\$ -	0%
SUBTOTAL	\$ 265,594.00	\$ 265,594.00	100%	\$ 273,331.00	\$ 7,737.00	3%
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%)	\$ 16,693.00	\$ 16,693.00	100%	\$ 19,000.00	\$ 2,307.00	14%
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
SUBTOTAL	\$ 16,693.00	\$ 16,693.00	100%	\$ 19,000.00	\$ 2,307.00	14%
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!
Utilities	\$ 11,970.00	\$ 11,970.00	100%	\$ 11,970.00	\$ -	0%
Other (Describe): RENT	\$ 34,800.00	\$ 34,800.00	100%	\$ 34,800.00	\$ -	0%
Other (Describe): Resident's Toothbrush	\$ -	\$ -		\$ 150.00	\$ 150.00	
Other (Describe): Resident's Toothpaste	\$ -	\$ -		\$ 210.00	\$ 210.00	
Other (Describe): Resident's Shampoo	\$ -	\$ -		\$ 630.00	\$ 630.00	
Other (Describe): 16 Resident's Conditioner	\$ -	\$ -		\$ 630.00	\$ 630.00	
Other (Describe): 16 Resident's Blanket	\$ -	\$ -		\$ 1,680.00	\$ 1,680.00	
Other (Describe): 16 Resident's Bed Sheets & Towel	\$ -	\$ -		\$ 840.00	\$ 840.00	
Other (Describe): 16 Resident's Hair Brush	\$ -	\$ -		\$ 390.00	\$ 390.00	
Other (Describe): 16 Resident's Wash Rag	\$ -	\$ -		\$ 210.00	\$ 210.00	
Other (Describe): 16 Resident's Cell Phone	\$ -	\$ -		\$ 3,000.00	\$ 3,000.00	
Other (Describe): 16 Resident's Cell Phone Plan	\$ -	\$ -		\$ 3,000.00	\$ 3,000.00	
Other (Describe): 16 Resident's Bus Pass w/Ferry	\$ -	\$ -		\$ 5,000.00	\$ 5,000.00	
Other (Describe): 16 Resident's Food	\$ -	\$ -		\$ 24,000.00	\$ 24,000.00	
Other (Describe): 16 Resident's Clothing	\$ -	\$ -		\$ 3,000.00	\$ 3,000.00	
Other (Describe): 16 Resident's Eyewear/Eye Care	\$ -	\$ -		\$ 500.00	\$ 500.00	
Other (Describe): 16 Resident's ID/Drivers License	\$ -	\$ -	#DIV/0!	\$ 600.00	\$ 600.00	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
SUBTOTAL	\$ 46,770.00	\$ 46,770.00	100%	\$ 90,610.00	\$ 43,840.00	94%
Sub-Contracts						
Organization:	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Organization:	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Organization:	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Organization:	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
SUBTOTAL	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other						
Debt Service	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe): FUEL	\$ 4,800.00	\$ 4,800.00	####	\$ 4,800.00	\$ -	0%
SUBTOTAL	\$ 4,800.00	\$ 4,800.00	100%	\$ 4,800.00	\$ -	0%
Total Project Budget	\$ 333,857.00	\$ 333,857.00	100%	\$ 387,741.00	\$ 53,884.00	16%

NOTE: Indirect is limited to 5%

**Mental Health, Chemical Dependency and Therapeutic Court Program
2024 Special Project Budget Form**

Agency Name: WSTC

Project: Resource Liaisons

Enter the estimated costs associated with your project/program	2023			2024		
	Award	Expenditures	%	Request	Modifications	%
Personnel						
Managers	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Staff	\$ -	\$ -	#DIV/0!	\$ 116,000.00	\$ 116,000.00	#DIV/0!
Total Benefits	\$ -	\$ -	#DIV/0!	\$ 25,520.00	\$ 25,520.00	#DIV/0!
SUBTOTAL	\$ -	\$ -	#DIV/0!	\$ 141,520.00	\$ 141,520.00	#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!	\$ 12,500.00	\$ 12,500.00	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
SUBTOTAL	\$ -	\$ -	#DIV/0!	\$ 12,500.00	\$ 12,500.00	#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!
Utilities/rent	\$ -	\$ -	#DIV/0!	\$ 17,000.00	\$ 17,000.00	#DIV/0!
Other (Describe): vehicle	\$ -	\$ -	#DIV/0!	\$ 30,980.00	\$ 30,980.00	#DIV/0!
Other (Describe): FUEL/maintenance	\$ -	\$ -	#DIV/0!	\$ 18,000.00	\$ 18,000.00	#DIV/0!
Other (Describe): Community Sleeping Bag				\$ 7,500.00		
Other (Describe): Community Blankets				\$ 7,500.00		
Other (Describe): Community Jacket				\$ 15,000.00		
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
SUBTOTAL	\$ -	\$ -	#DIV/0!	\$ 95,980.00	\$ 95,980.00	#DIV/0!
Sub-Contracts						
Organization:	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Organization:	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Organization:	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Organization:	\$ -	\$ -	#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!	\$ 250,000.00	\$ 250,000.00	#DIV/0!

NOTE: Indirect is limited to 5%

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

Agency Name: West Sound Treatment

Project: New Start & Re-Entry 2024

Description

Number of Professional FTEs	4.50
Number of Clerical FTEs	0.00
Number of All Other FTEs	0.00
Total Number of FTEs	4.50

Salary Information

Salary of Executive Director or CEO	\$ -
Salaries of Professional Staff	\$ 225,437.00
Salaries of Clerical Staff	\$ -
Other Salaries (Describe Below)	\$ -
Description:	\$ -
Description:	\$ -
Description:	\$ -
Description:	\$ -
Description:	\$ -
Total Salaries	\$ 225,437.00
Total Payroll Taxes	\$ -
Total Cost of Benefits	\$ 47,894.00
Total Cost of Retirement	\$ -
Total Payroll Costs	\$ 273,331.00

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

Agency Name: West Sound Treatment Center

Project: Resource Liaisons

Description

Number of Professional FTEs	2.00
Number of Clerical FTEs	0.00
Number of All Other FTEs	0.00
Total Number of FTEs	2.00

Salary Information

Salary of Executive Director or CEO	\$ -
Salaries of Professional Staff	\$ 116,000.00
Salaries of Clerical Staff	\$ -
Other Salaries (Describe Below)	\$ -
Description:	\$ -
Description:	\$ -
Description:	\$ -
Description:	\$ -
Description:	\$ -
Total Salaries	\$ 116,000.00
Total Payroll Taxes	\$ -
Total Cost of Benefits	\$ 25,520.00
Total Cost of Retirement	\$ -
Total Payroll Costs	\$ 141,520.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2023

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

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

PRODUCER		CONTACT NAME: Cory Coryell	
Fortune Insurance		PHONE (A/C, No, Ext): (253) 200-6633	FAX (A/C, No): (253) 200-6626
705 S. 9th St. #302		E-MAIL ADDRESS: cory@fmgins.com	
Tacoma WA 98405		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Philadelphia	
		INSURER B : Philadelphia Indemnity Insurance Company	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED		NAIC #	
West Sound Treatment Center			
4060 Wheaton Way, #F			
Bremerton WA 98310			

COVERAGES CERTIFICATE NUMBER: 23-24 GL, Auto, UMB REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2592897	09/09/2023	09/09/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			PHPK2592897	09/09/2023	09/09/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$	Y		PHUB878244	09/09/2023	09/09/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	PHPK2592897	09/09/2023	09/09/2024	PER STATUTE <input checked="" type="checkbox"/> OTH-ER Employers Liability E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2592897	09/09/2023	09/09/2024	Each Occurrence Limit \$1,000,000 Aggregate Limit \$3,000,000

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

Certificate Holder is an Additional insured per coverage form CG2026

CERTIFICATE HOLDER**CANCELLATION**

Hannah Shockley, Human Services Planner Program, Kitsap CTY Dept. of Human Svcs 614 Division St, MS-23 Port Orchard WA 98366	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Debarred Contractors List

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

Company Name: Principal: From: To:

WA UBI Number: RCW: Penalty Due: Wage Due:

License Number:

[Download all debarment data](#) 

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

Show per page Showing 0 records First Previous Next Last

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

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

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. West Sound Treatment Center	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 4060 Wheaton Way Suite F	Requester's name and address (optional)
6 City, state, and ZIP code Bremerton, WA 98310	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
9	1	-	1	1	8	4	2	3	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>britania ison</i>	Date ▶ <i>10-20-2023</i>
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General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.