

**HOUSING AND HOMELESSNESS DIVISION
GRANT AGREEMENT**

This Housing and Homelessness Grant Agreement (this “Agreement”) is entered into between **KITSAP COUNTY** (“County”), a political subdivision of the State of Washington, in its capacity as the administrative agent for itself and the Cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo; and **West Sound Treatment Center**, a Washington non-profit corporation (the “Recipient”).

ARTICLE I – PURPOSE AND TERM

Section 1.1. Purpose: The purpose of this Agreement is to distribute affordable housing for all surcharge funds awarded pursuant to **RCW 36.22.178** and homeless housing surcharge funds awarded pursuant to **RCW 36.22.179** and **RCW 36.22.1791**.

Section 1.2 Term: This Agreement shall take effect on **January 1, 2024** and terminate on **December 31, 2024**.

ARTICLE II – GRANT AMOUNT, USE AND BUDGET

Section 2.1 Grant Amount: The Recipient is awarded a total of **\$66,000** (the “Grant Award”).

Section 2.2 Use of Grant. The Recipient shall use the Grant Award solely for the purposes and in the manner described in **Exhibit A: Statement of Work and Project Timeline** (the “Project”). Adjustments to Proposed Project Timelines may be requested in writing, and granted or denied at the sole discretion of the County.

Section 2.3 Budget. The Grant Award shall be expended by the Recipient as set forth in **Exhibit B: Budget**. Adjustments to Proposed Project Budgets may be requested in writing, and granted or denied at the sole discretion of the County.

ARTICLE III – DISBURSEMENTS

Section 3.1 Disbursement of Grant Award Funds. Not more frequently than once a month, the Recipient may request disbursement from the Grant Award. Each disbursement request must be made by the Recipient, submitting to the County at the address specified in Section 5.2 a properly completed Kitsap County Reimbursement Request form. The request must identify the work performed and be accompanied by a summary of all allowable costs and expenses incurred for which the Recipient is seeking disbursement; further documentation may be requested by the County. The Recipient will be subject to periodic on-site audits to ensure satisfactory supporting documentation of all allowable costs and expenses. Within 30 days of its receipt of the request and satisfactory supporting documentation, and subject to the other terms and conditions contained in this Agreement, the County shall pay the amount of the invoice to the Recipient at the address specified in Section 5.2.

Section 3.2 Advance Disbursement. The Recipient may request disbursement from the Grant Award in advance of actual expenditure only as follows:

(a) **Capital Construction or Operation:** If the Project is for the purpose of capital construction or operation, the Recipient may request advance disbursement of up to 50 percent of the Grant Award. If the request is granted, the Recipient must reconcile the advance in its last disbursement request at the end of the County’s fiscal year;

(b) **Capital Purchase Grant:** If the Project is for the purpose of capital purchase, the Recipient may request advance disbursement of up to 100 percent of the Grant Award. If the request is

granted, the Recipient must within 60 days of disbursement submit a Kitsap County Reimbursement Request fully documenting the use of the disbursement; or

(c) Rental Assistance: If the Project is for the purpose of providing rental assistance, the Recipient may request advance disbursement of up to 25% of the Grant Award each quarter. If the request is granted, the Recipient must reconcile the advance at the end of the quarter, before submitting the next advance disbursement request. All types of advance disbursement requests must be directed, in writing, to the County and contain sufficient information for the request to be evaluated. Advance disbursements may be granted or denied at the sole discretion of the County.

Section 3.3 Disbursement Limitations. In no event will the County ever be required to disburse funds in excess of the Grant Award. In addition, unless expressly provided otherwise in this Agreement:

(a) no disbursements will be made in advance of costs or expenses being incurred; and

(b) no costs or expenses incurred by the Recipient prior to the effective date of this Agreement, or after its termination, are eligible for reimbursement.

Section 3.4 Disbursement Without Prejudice. Any disbursement made by the County to the Recipient shall be without prejudice to the County's rights later to challenge the propriety of the Recipient's claimed costs or expenses.

Section 3.5 Withholding Disbursements. If the Recipient fails to perform any obligation under this Agreement, and the failure has not been cured within 10 days following oral or written notice from the County, the County may, without penalty and in its sole discretion and upon written notice to the Recipient, withhold all monies otherwise due the Recipient until such failure to perform is cured. This right to withhold disbursements is in addition to all other rights and remedies the County may have available to it under this Agreement or under law.

ARTICLE IV – REPORTS AND RECORDKEEPING

Section 4.1 Reporting Requirements. Except as may otherwise be provided in Exhibit A, at least once a quarter, and at the conclusion of either the grant expenditure or the grant contract period, the Recipient shall provide a report on the progress made to date on the Project, using such forms and meeting such requirements as determined by the County. Such progress reports shall be provided by the Recipient to the County electronically via the County's chosen electronic signature vendor.

Section 4.2 Record Retention; Review. The Recipient shall maintain records sufficient to fully document its compliance with all contractual, grant and legal requirements. Upon reasonable advance notice, the Recipient shall provide the County, or its authorized agents, with full access to all of the Recipient's records relating to this Agreement or the Project. The Recipient agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including but not limited to impermissible or unauthorized use of Grant Award funds. This section shall survive termination of this Agreement.

ARTICLE V – CONTRACT ADMINISTRATION AND NOTICES

Section 5.1 Personnel. The Recipient will secure at its own expense all labor and materials required to perform any work in connection with the Project. The Recipient shall be responsible for all applicable payroll, labor and industries premiums, and taxes. All employees and subcontractors of the Recipient shall be covered by Industrial Insurance in full compliance with Title 51 of the Revised Code of Washington ("RCW"). The Recipient shall defend and indemnify the County, and their officials, officers, employees and agents from and against all

claims arising from any actual or alleged violation of the Recipient's duties under this section or applicable law. Solely for the purposes of this indemnification provision, the Recipient expressly waives its immunity under Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties. The Recipient's duty to defend and indemnify shall survive the termination of this Agreement.

Section 5.2 Contract Representatives. The parties' designated representatives shall be responsible for the administration of this Agreement and for receiving notices given in connection with this Agreement. The following are designated as the representatives of the parties.

FOR THE COUNTY:

Carl Borg
Housing and Homelessness Division
Kitsap County Department of Human Services
345 6th Street, Suite 400
Bremerton, WA 98337
(360) 979-6027
CEBorg@kitsap.gov

FOR THE RECIPIENT:

Ken Wilson, CEO
West Sound Treatment Center
4060 Wheaton Way Suite F
Bremerton, WA 98310
(405) 863-4396
Ken.Wilson@wstc.org

A party may change its designated representative or address by providing notice, either written or via email, to the other party.

Section 5.3 Notices. Any notice required or permitted to be made under this Agreement may be given personally, by facsimile, or by first-class, registered or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered or certified mail is deemed given three days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during the recipient's business day or, if not, on the recipient's next business day.

ARTICLE VI – INDEMNIFICATION

Section 6.1 Indemnification. To the fullest extent permitted by law, the Recipient shall indemnify, defend and hold harmless Kitsap County and the officials, officers, employees and agents of each of them, from and against all claims in any way resulting from or arising out of the performance of this Agreement, whether such claims arise from the acts, errors or omissions of the Recipient, its subcontractors, third parties, Kitsap 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. The Recipient's duty to indemnify, defend and hold harmless includes but is not limited to claims by the Recipient's or any subcontractor's officers, employees or agents. The Recipient's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of Kitsap County, or its

officials, officers, employees and agents. Solely for the purposes of this indemnification provision, the Recipient 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 section shall survive the expiration or termination of this Agreement.

ARTICLE VII – INSURANCE

Section 7.1 Professional Legal Liability. The Recipient will maintain professional legal liability or professional errors and omissions coverage appropriate to the Recipient’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 Recipient’s services under this Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of this Agreement or within the scope of the Recipient’s services under this Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under this Agreement.

Section 7.2 Workers’ Compensation and Employer Liability. The Recipient 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 this Agreement is for over \$50,000, then the Recipient will also maintain employer liability coverage with a limit of not less than \$1 million.

Section 7.3 Commercial General Liability. The Recipient 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 this Agreement and be no less than \$2 million. The Recipient will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement. Specialized forms specific to the industry of the Recipient 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.

Section 7.4 Miscellaneous Insurance Provisions.

- A. The Recipient’s liability insurance provisions 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. When such coverage is required, the Recipient’s commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents as additional insured with respect to performance of services.
- C. When such coverage is required, the Recipient’s commercial general liability insurance and automobile liability insurance 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 coverage provided to the County, its officers, officials, employees or agents.
- E. The Recipient’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 Recipient 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 this Agreement are not intended to be an indication of exposure, nor are they limitations on

indemnification.

- H. The Recipient 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 Recipient's liability coverage is written as a claims-made policy, then the Recipient must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

Section 7.5 Verification of Coverage and Acceptability of Insurers.

- A. The Recipient 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 Recipient will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this article within 10 days after the effective date of this Agreement. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Recipient 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.
- 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 Recipient will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Recipient is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Carl Borg
Kitsap County Department of Human Services
Housing and Homelessness Division
345 6th Street, Suite 400
Bremerton, WA 98337
CEBorg@Kitsap.gov

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

- G. The Recipient or its broker will provide a copy of all insurance policies specified in this Agreement upon request of the Kitsap County Risk Manager.

ARTICLE VIII – NONDISCRIMINATION AND LEGAL COMPLIANCE

Section 8.1 Nondiscrimination. The Recipient shall not discriminate against any employee or applicant for employment, or program participant or program participant applicant on account of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age,

Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap with respect to any program participation, employment upgrading, demotion, transfer, recruitment or selection for training, including apprenticeships and volunteers. This prohibition does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

Section 8.2 Compliance with Laws. The Recipient and its officials, officers, employees, agents and subcontractors shall comply with all applicable federal, state and local laws, regulations, rules and policies. The County shall have no obligation to ensure such compliance.

Section 8.3 Religious Activities. If the Recipient 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 recipient, 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 recipient condition the provision of services provided pursuant to this Agreement upon a participant's engaging in any such explicitly religious activities.

ARTICLE IX – TERMINATION

Section 9.1 Termination for Loss of Funding. The County shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the Grant Award are terminated, suspended or otherwise lost or impaired in whole or in part.

Section 9.2 Termination for Convenience. Either party may terminate this Agreement for convenience upon giving the other party at least 30 days' advance written notice. In that event, the Recipient will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

Section 9.3 Termination for Default. If either party defaults in its performance under this Agreement, the non-defaulting party may give the defaulting party written notice that it has 30 days in which to cure the default. If the default is not cured within 30 days of notice, the non-defaulting party may terminate this Agreement, unless a Plan of Correction has been entered into pursuant to Section 9.4 below. In the event of such a termination, the non-defaulting party shall have all rights and remedies available to it under law.

Section 9.4 Plan of Correction. In the event the County gives the Recipient written notice to cure pursuant to Section 9.3 above, the parties may enter into a plan of correction for curing the default pursuant to the process established in **Exhibit C: Plan of Correction**, if requested by the County. The County shall have the sole discretion to request and enter into a Plan of Correction. If a Plan of Correction is entered into, the 30 day period in which to cure the default may be stayed pursuant to the terms of the Plan of Correction. Should the Recipient not comply with the terms of the Plan of Correction, this Agreement (the Grant Agreement) may be immediately terminated by the County.

ARTICLE X – MISCELLANEOUS

Section 10.1 Permissible-Use Warranty. The Recipient warrants that its planned and actual uses of the Grant Award constitute permissible uses for affordable housing for all surcharge funds as established by **RCW 36.22.178** or homeless housing surcharge funds as established by **RCW 36.22.179** and **RCW 36.22.1791**. This section shall survive the expiration or termination of this Agreement.

Section 10.2 Organizational-Status Warranty. The Recipient warrants that it is duly organized, existing and in good standing under the laws of the State of Washington.

Section 10.3 Relationship of Parties. This Agreement, and the parties' and the County's activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency or employment relationship between the parties or the County.

Section 10.4 No Third-Party Rights. This Agreement is entered into by the parties solely for their own benefit and it creates or grants no rights of any kind to any other party.

Section 10.5 Assignment. The Recipient shall not assign any of its rights or delegate any of its duties under this Agreement without the prior express written consent of the County, which may be granted or refused in the County's sole discretion.

Section 10.6 Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. In the event of a legal proceeding, venue shall be only in the court of competent jurisdiction in Kitsap County. Each party hereby consents to the personal jurisdiction of the courts of the State of Washington, County of Kitsap. This section shall survive the expiration or termination of this Agreement.

Section 10.7 Waiver. No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by the party granting the waiver. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

Section 10.8 Amendment. This Agreement can only be amended in writing, and only upon execution by both parties.

Section 10.9 Entire Agreement. The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

Section 10.10 Headings. The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.

Section 10.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the parties can still be given effect.

Section 10.12 Signature Authority. Each person signing this Agreement on behalf of a party warrants that he or she has full authority to sign this Agreement on that party's behalf.


Section 10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

Section 10.14 Exhibits. The following exhibits are incorporated into this Agreement by reference:

- (a) Exhibit A: Statement of Work and Project Timeline
- (b) Exhibit B: Budget
- (c) Exhibit C: Plan of Correction
- (d) Exhibit D: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- (e) Exhibit E: Certification Regarding Lobbying

DATED this 1st day March, 2024.

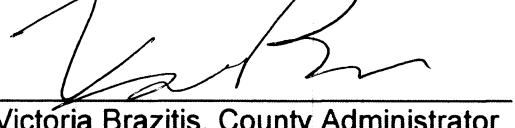
WEST SOUND TREATMENT CENTER



Ken Wilson, CEO

DATED this 4 day March, 2024.

KITSAP COUNTY, WASHINGTON



Victoria Brazitis, County Administrator

Approved as to form by the Prosecuting Attorney's Office

EXHIBIT A: STATEMENT OF WORK AND PROJECT TIMELINE

I. STATEMENT OF WORK

Grant funds to West Sound Treatment Center allowable Operations & Maintenance (O & M), case management salaries and benefits, and allowable client direct items for O'Hana House and Fuller House, transitional housing programs, located in Bremerton, WA at 4248 Forest Dr. NE & 4219 Carr Ln SE, for the contract period as detailed in the 2024-2025 Kitsap Coordinated Grant NOFA, grant application, and the 2024 Housing and corresponding Homelessness Program Grant Contract Info Sheet.

Recipient must comply with the Housing and Homelessness Grant Program Guidelines and all updates to the Guidelines during the grant period.

Recipient must be a Partner Agency with the Housing Solutions Center of Kitsap County (Kitsap's coordinated entry program), and coordinate waiting list and provision of housing and services through the Housing Solutions Center, as appropriate for the housing intervention. Recipient must abide by the Housing Solutions Center Partner Agency Guiding Principles pertaining to standards of services for clients.

O'Hana House and Fuller House funded by this grant to be operated as a **Transitional Housing Programs**, meeting the following criteria as defined in the NOFA:

- **Transitional Housing**
 - Households come directly from unsheltered or sheltered homelessness
 - Provide Housing Stability Case Management, using the Kitsap County Housing Stability Planning and Progress Reports (HSPPR)
 - Stays are limited to no longer than 24 months, with exceptions possible
 - For O&M funding, building must have received in the past, or be currently eligible to receive, Washington State Housing Trust funds, and require supplemental rental income to cover ongoing operating expenses

The following are additional requirements of the contractor:

- **Coordinated Entry Referrals:** Work with the Housing Solutions Center to ensure that they have updated information about the program and can make appropriate referrals.
- **Data Collection and Entry:** Enter all client information into HMIS, following Department of Commerce and HUD data standards that are applicable to the program. Data must be entered within 6 business days of a household's enrollment into the program or changes in the household's program status or household information.
- **Coordination with other Agencies:** Participate in the monthly meetings of the Kitsap Housing and Homelessness Coalition. Actively coordinate additional meetings as needed with other agencies that provide social services to provide the most comprehensive and seamless provision of care for clients as possible.
- **Reporting:** Submit all applicable reports to Kitsap County and the Department of Commerce by the published deadlines and respond in a timely way to County information requests and countywide reports.
- **Non-Discrimination:** Ensure equal access for people experiencing homelessness regardless of race, national origin, gender identity, sexual orientation, marital status, age, veteran or military status, disability, or the use of an assistance animal.
- **Religious Activities:** No funding provided through this grant may be used to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may the

provision of services provided be conditioned upon a program participant’s engaging in any such explicitly religious activities.

- **Complaint Process:** Have a written complaint/grievance policy approved by the agency’s Board of Directors, provide information about the complaint/grievance process to clients upon their enrollment in the program, and ensure that complaint forms are readily available to clients in the program.
- **Staff Training:** Staff working with clients should be, at a minimum, trained in ACES/Resiliency, trauma-informed care, progressive engagement, racial equity, gender identity, and mental health first aid.
- **Housing Stability Case Management:** Programs that provide case management must use the Kitsap County Housing Stability Planning and Progress Report (HSPPR) to assist clients with setting housing stability goals and tracking progress. HSPPRs are part of the client record-keeping requirements.
- **Performance Measurement:** Work towards achieving the countywide performance measures, including the specific performance measures indicated below.

Required Program Performance Measures and Targets:

The Washington State Dept. of Commerce establishes statewide performance targets, which are included below.

Performance Measure	State Performance Target	Contract Performance Target
Number of Households Served		30
Percentage of Households Exiting to Permanent Housing destination or Remaining in Permanent Housing	80%	80%
Data Quality – Project Start Timeliness	100% of data entered within 14 days	90% of data entered within 6 days
Data Quality – Project Exit Timeliness	100% of data entered within 14 days	90% of data entered within 6 days
Data Quality – Prior Living Situation	85% of client data entered with valid responses*	85% of client data entered with valid responses*
Data Quality – Destination at Program Exit	60% of client data entered with valid responses*	60% of client data entered with valid responses*

*A valid response is something other than “Client doesn’t know,” “Client prefers not to answer,” and “Data not collected.”

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

II. PROJECT TIMELINE

<u>Item</u>	<u>Completion Date</u>
1. Program Operations	12/31/2024

EXHIBIT B: BUDGET

Contractor: West Sound Treatment Center – O’Hana House and Fuller House

Contract Number: KC-206-24

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

Cost Category	Fund Source	Previous Budget	Amendment Changes this Contract	Current Budget
Year 1: 01/01/2024 - 12/31/2024				
Case Management - Salaries & Benefits	Homeless Housing Grant Program - 1131	N/A	N/A	\$35,349.00
Client Direct Items	Homeless Housing Grant Program - 1131	N/A	N/A	\$3,535.00
Building O&M - Salaries & Benefits	Affordable Housing Grant Program - 1131	N/A	N/A	\$13,548.00
Building O&M - Building Operations Expenses	Affordable Housing Grant Program - 1131	N/A	N/A	\$13,568.00
Year 1 Budget Total				\$66,000.00

Line-item changes must be requested in writing and require Kitsap County approval.

- Reimbursement requests/invoices must be submitted through the Housing and Homelessness Division reimbursement request process.

EXHIBIT C: PLAN OF CORRECTION

Referred to as “HOUSING AND HOMELESSNESS DIVISION COMPLAINT POLICY AND PROCEDURE” in the Grant Guidelines.

The Kitsap County Housing and Homelessness Division (“the County”) regularly monitors contracts with agencies, including periodic site visits, typically resolving administrative contract issues.

Complaints to the County

Sometimes complaints are made directly to the County. Whether or not the County takes action in a given instance will be at the sole discretion of the County and the County has the right, but not the duty or obligation, to take action.

In general, complaints about agencies contracted with the Housing and Homelessness Division that are submitted to Kitsap County or forwarded from a provider will be sent to the Kitsap County Housing and Homelessness Division Manager (hereafter “County Manager”).

Upon receiving a complaint, the County Manager may attempt to get the complaint in writing if it is not already in that form.

The County Manager will forward the complaint or a summary of the complaint to the Agency for their information, redacting personally identifying information if the complainant does not wish to be known to the Agency.

The County Manager will record and track complaints to determine if multiple complaints about an Agency are forming a pattern of concern or if a complaint is of a nature to warrant further action. Further action may include requesting a response to the complaint from the Agency and/or initiating a Plan of Correction.

The County will determine when a Plan of Correction process should be undertaken with the Agency as follows:

Developing Findings

- a. The County Manager will notify the Agency in writing that there is concern about a pattern of complaints, send a brief summary of the complaints, and request a meeting regarding the complaints. The County Manager will request that the Agency designate an Agency representative who is not involved in the complaints to participate in this process.
- b. At the meeting, the County Manager will discuss the complaints with the Agency representative and gather any additional information about the situation.
- c. The County Manager will send a summary of findings to the Agency along with next steps.

Plan of Corrections Process

- d. If the Findings indicate a pattern of concern, then the Plan of Correction process will be initiated.
- e. The County Manager will send a list of Findings, a Plan of Correction template, and deadline for the Agency response to the Agency. If the findings involve the Agency Director, then the information will be sent to the Board Chair. The County Manager will be available to answer Agency questions during this process.
- f. The Agency will be required to submit a Plan of Correction to the County Manager for approval by the deadline provided.

- g. The County Manager has the authority to accept the Plan of Correction or send it back to the Agency for further work.
- h. Once a Plan of Correction has been approved by the County Manager, they will call a meeting of the Agency's representative to review the Agency's proposed Plan.
- i. Monitoring meetings will be held on a regular basis and will include the County Manager and the Agency representative(s) to review progress on the Plan. Coordination of these meetings, assessment of progress, and milestone completion will be the responsibility of the County Manager.
- j. When the County Manager determines that the appropriate milestones have been met and the Plan of Correction is complete, they will inform the Agency's in writing.
- k. If the Agency fails to cooperate with the Plan of Correction process or fails to complete the Plan of Correction in a timely manner, the County will consider taking further action, such as withholding grant funding until the Plan is completed or invoking a contract termination.

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

Primary Covered Transactions 45 CFR 76

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

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

CONTRACTOR:

Name: Ken Wilson

Title: CEO

Date: 3-1-2024

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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


West Sound Treatment Center
Contractor Organization

[Signature]

5-1-2024

Signature of Certifying Official


Date

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