

CONTRACT FOR HUMAN SERVICES

This contract for Human Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County); and Kitsap Community Resources having its principal office at 845 8th Street, Bremerton, WA 98337 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on July 1, 2023 and terminate on June 30, 2025. In no event will the Contract become effective unless and until it is approved and executed by the Kitsap County Board of County Commissioners or the Kitsap County Administrator.

SECTION 2. SERVICES TO BE PROVIDED

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

SECTION 3. CONTRACT REPRESENTATIVES

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

County's Contract Representative
Carl Borg
Housing and Homelessness Division
Kitsap County Department of Human Services

345 6th Street, Suite 400
Bremerton, WA 98337
(360) 979-6027

Contractor's Contract Representative

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

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Attachment C: Budget Summary, which is attached to the Contract.
- 4.2 The total amount payable under the Contract, by the County to the Contractor, in no event will exceed \$1,095,153. Any cost incurred by the Contractor over and above the year-end sums set out in the budgets shall be at the Contractor's sole risk and expense.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Contractor shall use the Department of Human Services Contractor Invoice Form, available from the County. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The County will submit payments for work performed to;

Kitsap Community Resources
845 8th Street
Bremerton, WA 98337
- 4.5 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.6 Payments shall not be construed as a waiver of the County's right to challenge the level of the Contractor's performance under this Contract, and to seek appropriate legal remedies.
- 4.7 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.

- 4.8 If the Contractor fails to perform any substantial obligation, and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.
- 4.9 The Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 4.10 The Contractor shall pay no more than reasonable market value for equipment and/or supplies.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any contract renewal, amendment or modification must be in writing, be signed by both parties, and be attached to the Contract. Work under a renewal, amendment or modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.
- 5.3 Either party may request that the Contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of the Contract. Such circumstances must have a substantial and material impact upon the performance projected under this Contract, and must be outside the control of either party.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against all claims resulting from or arising out of the performance of the Contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties or the County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any

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

SECTION 7. INSURANCE

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

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

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

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

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

Not Applicable.

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

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

7.5 Miscellaneous Insurance Provisions

- A. The Contractor's liability insurance provision will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will include the County, its officers, officials, employees and agents as additional insureds with respect to performance of services.
- C. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect the coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.

H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as claims-made-policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section before work under this Contract shall commence. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured, or a letter of self insurance from a public entity risk pool which waives the requirement.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send verification to the County that the Contractor is currently paying workers' compensation.
- F. Evidence of such insurance, as required above, shall be provided to the County at the following address:

Carl Borg

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

SECTION 8. TERMINATION

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

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the

Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.

- 9.2 If permitted to use subcontractors, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this Contract and all applicable laws.
- 9.3 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

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

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

SECTION 11. COMPLIANCE WITH LAWS

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

SECTION 12. DOCUMENTATION AND OWNERSHIP OF MATERIALS

- 12.1 The Contractor will maintain readily accessible records and documents sufficient to provide an audit trail needed by the County to identify the receipt and expenditure of funds under this Contract, and to keep on record all source documents, such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.
- 12.2 The Contractor will maintain property record cards and property identification tabs as may be directed by County codes and changes thereto. This applies only to property purchased from funds under this Contract specifically designated for such purposes. Ownership of equipment purchased with funds under this Contract so designated for purchase shall rest in the County and such equipment shall be so identified.
- 12.3 The Contractor will provide a detailed record of all sources of income for any programs it operates pursuant to this Contract, including state grants, fees, donations, federal funds and 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.

- 17.3 **Remedies.** All remedies provided for in this Contract will be construed as cumulative and will be in addition to any other remedies provided by law.
- 17.4 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.5 **Conflict of Interest.** The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.
- 17.6 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representative from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.7 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Contract.
- 17.8 **Publication.** The Contractor will not publish any results of the works performed under this Contract without the advance written permission of the County.
- 17.9 **County Review.** The County may, at reasonable times, review and monitor the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Board of County Commissioners, or its respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by County agents or employees, and the inspection of all records or other materials which the County deems pertinent to the Contract and its performance, except those deemed confidential by law.
- 17.10 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.11 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the

particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

17.12 **Suspension, Debarment, and Lobbying.** The Contractor shall certify, on a separate form (Attachment D), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Attachment E), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

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

Attachment A – Special Terms and Conditions/Department of Commerce Requirements

Attachment B – Statement of Work

Attachment C – Budget Summary/Estimated Expenditures

Attachment D – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E – Certification Regarding Lobbying

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

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

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

Dated this 20 day of November, 2023.

KITSAP COMMUNITY RESOURCES


Signature

ANTHONY IVES

Print Name

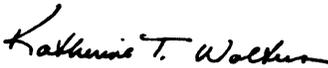
EXECUTIVE DIRECTOR

Title

Dated this 4 day of December, 2023.

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


CHARLOTTE GARRIDO, CHAIR


KATHERINE T. WALTERS, COMMISSIONER


CHRISTINE ROLFES, COMMISSIONER

ATTEST:


DANA DANIELS, CLERK OF THE BOARD



Approved as to form by the Prosecuting Attorney's Office

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

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

Reference Grant Number: 24-46108-15,

Kitsap County Grant Reference: KC-344-23,

Time Period: July 1, 2023 – June 30, 2025

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

Attachment A



Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract Amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Contractor's compensation for services rendered shall be in accordance with Attachment B – Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

Attachment A



be paid by any other source, including grants, for that service.

Disallowed Costs

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

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

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

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

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

7. ELIGIBLE USE OF FUNDS

Funding awarded under this Contract may only be used for eligible activities and expenses described in the CHG Guidelines. These Guidelines are incorporated by reference.

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Contract Face Sheet
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – CHG Guidelines Addendum for the HEN Pilot Program
- CHG Guidelines, incorporated by reference on the Face Sheet

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

Attachment A



General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

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iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

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

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

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prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

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15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

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practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

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Attachment A: Scope of Work

- A. Contractor shall commit to operating a high-performing crisis response system in their county by:
 - a. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
 - b. Employing a progressive engagement service model.
 - c. Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
 - d. Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.

- B. Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
 - a. Invoice and Voucher Detail Worksheet for reimbursement due on the 20th of the month following the provision of services.

- C. Contractor shall submit the following deliverables on time with truthful, accurate information:
 - a. Local Homeless Housing Plan and Annual Report.
 - b. Annual County Expenditure Report/Homeless Housing Inventory including Point-In-Time Count information.
 - c. HEN Essential Needs Report.
 - d. Grantees shall commit to reporting quality timely HMIS data.

- D. Contractor shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines.

- E. Performance Requirements:
 - a. Housing Outcomes: For each intervention type funded by the Consolidated Homeless Grant, grantees must adopt the required housing outcome performance measure outlined in the Consolidated Homeless Grant Guidelines, Appendix D, Table A. Grantees must improve housing outcomes by making progress towards the statewide performance target.
 - b. Equitable Access: The race and ethnicity of households served are proportional to the numbers of people in need of services in each county. The performance measure for equitable access is in a testing period and there is no available baseline data. This contract period will serve to test the performance measure, gather baseline data and determine the performance target.

- F. Local Document Recording Fees (DRF) Support
Funds are "for maintaining programs and investments" under local homeless housing plans and affordable housing under RCW 36.22.178. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity and any allowable activity pursuant to uses of local document recording fees.

- G. Inflation Increase
Funding is to maintain current levels of homeless subsidies and services and to stabilize the homeless service provider workforce. Commerce expects grantees to prioritize salary increases or retention stipends for their homeless service provider workforce, and to the extent possible, offset other inflation costs. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity.

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Attachment B: Budget

Budget	Total
CHG Standard	
Admin	\$115,000.00
Rent	\$531,196.00
Operations	\$678,358.00
PSH CHF	
PSH CHF Rent/Fac Support	\$200,000.00
PSH CHF Operations	\$75,000.00
HEN (SFY 2024)	
HEN Admin 2024	\$35,000.00
HEN Rent/Fac Support 2024	\$1,100,000.00
HEN Operations 2024	\$449,069.00
HEN (SFY 2025)	
HEN Admin 2025	\$35,000.00
HEN Rent/Fac Support 2025	\$1,100,000.00
HEN Operations 2025	\$449,069.00
Eviction Prevention (SFY 23, 24, and 25)	
Eviction Prevention Admin	\$124,880.00
Eviction Prevention Rent	\$1,742,577.00
Eviction Prevention Operations	\$483,500.00
Inflation Increase (SFY 2024 and SFY 2025)	
Inflation Increase 2024	\$468,367.00
Inflationary Costs 2025	\$468,367.00
Local Document Recording Fees Support (SFY 2024 and SFY 2025)	
Local DRF Support 2024	\$311,417.00
Local DRF Support 2025	\$311,417.00
TOTAL	\$8,678,217.00

ATTACHMENT B: STATEMENT OF WORK

Summary of Work

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

Program Goals

The overall goal of the Coordinated Entry Program is to facilitate the most efficient way to connect individuals with the best and most appropriate resources to make homelessness rare, brief, and one-time (non-recurring).

People experiencing homelessness and at imminent risk of homelessness will be able to get comprehensive information and assistance through a coordinated system of referrals. They will receive referrals quickly and the referrals will be to housing and programs for which they are eligible.

The most vulnerable homeless households will be identified and prioritized for receiving emergency shelter and permanent housing. In addition, outreach and engagement work will be carried out to provide connection and services to homeless households who may not otherwise receive CEP services.

All households will be assessed for the diversion program. All clients seeking assistance should be offered referrals for any and all programs for which they are eligible and qualified, based on vulnerability score. Targeted prevention services will be offered only as a last resort for households at imminent risk of losing housing.

Eligible households who are not able to be housed immediately and qualify based on their vulnerability score, will be placed in a Community Shelter Priority Pool. The Priority Pool will be managed by the CEP to ensure that only active seekers remain on the list and that households in the Priority Pool receive housing as soon as possible.

Scope of Work

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

Planning

- Develop and implement written standards for evaluating households' eligibility for programs.
- Develop and implement written standards for prioritizing which eligible households will receive immediate referrals and/or referrals to the different housing and service programs.

- Establish and carry out an affirmative marketing strategy for CEP services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, physical disability, or sexual orientation and identification, and any other protected classes identified by state or federal regulation.
- Advertise CEP services and availability throughout the County.
- Execute Partnership Agreements with each partner agency to which the CEP makes referrals, that includes at a minimum:
 - The process by which referrals are made.
 - The process by which referrals may be refused.
 - Partner agencies must make a good faith effort to serve clients who are referred from the CEP.
 - Partner agencies must participate in the PAAG.
 - Partner agencies will send walk-in clients to the CEP for intake and basic assessment. Some exceptions to this may be made for youth, domestic violence survivors, and in other cases specifically negotiated by the CEP with a partner agency.
- Convene a Partner Agency Advisory Group (PAAG), which will consist of all Coordinated Entry Program partner agencies. The PAAG will meet on a regular basis to provide feedback on the CEP, resolve issues and conflicts with the CEP and among Partner Agencies, and suggest improvements for the CEP.

Marketing

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

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

Access

All households at imminent risk of, or experiencing, homelessness (as defined by the Kitsap Homeless Crisis Response and Housing Plan, and the Washington State

Department of Commerce) and in need of diversion, prevention, or re-housing services will be served through this coordinated entry program.

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

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

- Information about a person's history of victimization shall be kept confidential and may not be used against them
 - CE processes may not require "proof" or documentation to determine whether a person has a history of victimization or not
 - The type or extent of disability-related services or supports that are needed
 - Previous system involvement
 - No turning away of a person regardless of the number of times they have accessed services.
 - Lacking ID
 - Lacking proof of U.S. Residency Status
 - Other behaviors perceived as indicating a lack of "housing readiness," including perceived resistance to receiving services or lack of ability to demonstrate they will be successful on the program.
- Offer appropriate accommodations to ensure that the CEP is available to all eligible households regardless of actual or perceived race, color, national origin, religion, sex, age, familial status, disability, sexual orientation, gender identity, or marital status.
- Establish and implement written policies and procedures which include the steps taken to ensure access points are fully accessible, including accessible physical locations for individuals who use wheelchairs, as well as a plan to offer reasonable accommodation as needed (e.g. a different access point, a telephone number, or online access).
- Establish and implement written policies and procedures that ensure effective communication with individuals with disabilities, including access to all appropriate auxiliary aids and services necessary (e.g. braille, large type, assistive listening services, sign language interpreters).

Language Access

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

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

needing

translation and the languages used.

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

Outreach/Engagement

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

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

- entity
 - Other best-practices relating to outreach and engagement with vulnerable populations
- All CE staff must attend the CE 101 Standard Onboarding Training from the Washington State Department of Commerce.
- If outreach workers administer CEP assessments, written policies and procedures must describe how households encountered by outreach workers are offered the same standardized assessment process as households who access the CEP through site-based access points.

Homeless Encampment Outreach Team

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

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

Intake and Assessment

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

- Apply a standardized intake and assessment process to provide fair, equitable, and equal access for all households seeking assistance.
- CEP clients should receive a one-on-one assessment with a CEP staff member.

- The assessment tool should comply with all requirements determined by the most current version of the Washington State Department of Commerce’s “Washington State Coordinated Entry Guidelines.”
- Include collection of all demographic and household data required by HUD and the Washington State Department of Commerce for entry into the Homeless Management Information System.
- Use a standardized assessment tool that gathers the minimum amount of participant information to determine the severity of the need and eligibility for housing and related services.
- The assessment tool should:
 - Use a Phased Assessment Approach;
 - Prioritize households for housing and services, based on vulnerability;
 - Be applied consistently for all households;
 - Be based on participant’s strengths, goals, risks, and protective factors;
 - Embody a person-centered approach;
 - Be easily understood by participants;
 - Be culturally sensitive;
 - Be sensitive to participants’ lived experience; and
 - Focus on “screening in” households rather than “screening out” households.
- Assessment staff should be trained annually on:
 - CEP policies and procedures and the criteria for uniform decision making and referrals;
 - how to use assessment information to determine prioritization;
 - administering assessments using culturally and linguistically competent practices;
 - conducting assessments with victims of domestic violence or sexual assault to help reduce the chance of re-traumatization; and
 - safety planning and response if safety issues are identified in the process of household assessment.
- Assessment areas should be made safe and confidential to allow for individuals to identify sensitive information or safety issues.
- The CEP may not deny assessment or services to a household if the household refuses to provide certain pieces of information, unless the information is necessary to establish or document program eligibility.
- Policies and procedures detailing the assessment and prioritization process must be publicly available.

Prioritization

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

- Use a written process and standardized vulnerability scoring tool to prioritize households based on a specific and definable set of criteria, which are made publicly available and consistently and fairly applied.

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

Diversion and Prevention

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

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

Matching and Referral

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

- Each household will be assessed for qualification for diversion, prevention, rapid re-housing services, permanent supportive housing services, or another appropriate housing solution and be referred to an organization providing those services that appear to be the best match available based on referral criteria.

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

Community Shelter Priority Pool Management

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

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

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

Landlord Liaison

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

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

Data Management and Reporting

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

- Meet all federal, state, and local requirements regarding HMIS data collection, entry, and management, including client privacy and consent requirements.
- Participate in the Kitsap HMIS Collaborative, a data-sharing agreement among Kitsap homeless housing and service providers.
- Enter all data and activities related to intake, assessment, and referral into HMIS.
- Enter all required HMIS data within six (6) business days of collection from clients.
- Generate required reports to the County. Respond to periodic County requests for *ad hoc* reports.
- Work with the County to analyze data, identify areas of poor and weak performance, and problem solve to improve the effectiveness of CEP and partner agencies.

Evaluation

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

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

Expectations of Contractor

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

Performance Measurement

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

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

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

ATTACHMENT C: BUDGET SUMMARY

Contractor: Kitsap Community Resources

Contract Number: KC-504-23

Time Period: July 1, 2023 – June 30, 2025

Cost Category	Fund Source	Previous Budget	Amendment Changes this Contract	Current Budget
Full Period (7/1/23 - 6/30/25)				
Administration Indirect	Consolidated Homeless Grant-CHG Standard: 1132	\$ -	\$ -	\$40,000.00
Program Operations	Consolidated Homeless Grant-CHG Standard: 1132	\$ -	\$ -	\$403,358.00
Full Period Budget Total				\$443,358.00
Year 1 HSC: 7/1/23 - 6/30/24				
Administration Indirect	CHG Inflation: 1132 - SFY24	\$ -	\$ -	\$2,343.00
Salaries and Benefits	CHG Inflation: 1132 - SFY24	\$ -	\$ -	\$26,618.00
Administration Indirect	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$23,118.00
Program Operations	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$122,299.00
Salaries and Benefits - Outreach	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$120,000.00
Direct Client Items	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$15,000.00
Diversion	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$5,000.00
Hotel/Motel Vouchers	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$15,000.00
Sub-Contract: Coffee Oasis	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$11,000.00
Year 1 HSC: Budget Total				\$340,378.00

ATTACHMENT C: BUDGET SUMMARY Continued

Cost Category	Fund Source	Previous Budget	Amendment Changes this Contract	Current Budget
Year 2 HSC: 7/1/24 - 6/30/25				
Administration Indirect	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$23,118.00
Program Operations	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$122,299.00
Salaries and Benefits - Outreach	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$120,000.00
Direct Client Items	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$15,000.00
Diversion	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$5,000.00
Hotel/Motel Vouchers	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$15,000.00
Sub-Contract: Coffee Oasis	Consolidated Homeless Grant-CHG DRF: 1132	\$ -	\$ -	\$11,000.00
Year 2 HSC: Budget Total				\$311,417.00
CONTRACT TOTAL				\$1,095,153.00

Line items changes must be requested in writing and require Kitsap County approval.
 Reimbursement requests/invoices for Consolidated Homeless Grant funds must be submitted through the CHG reimbursement process.

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

Primary Covered Transactions 45 CFR 76

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

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

CONTRACTOR:

Name: 

Title: Executive Director

Date: 11/20/23

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

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

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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

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

E. Damage to Premises Rented to You

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

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

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

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

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

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

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

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

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

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

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

- 1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

- 2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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

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

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

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

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

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

H. Athletic Activities

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

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

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

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

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

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

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

J. Employee Indemnification Defense Coverage

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

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

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

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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

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

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

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

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

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

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2 is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

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

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

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

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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

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

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

P. Liberalization

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

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

Q. Bodily Injury – Mental Anguish

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

"Bodily injury" means:

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

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

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

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

- b. Malicious prosecution or abuse of process;

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

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

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

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Additional Named Insureds

Other Named Insureds

KCR Cares LLC	Insured Multiple Names
KCR Community Services LLC	Insured Multiple Names
Kitsap Community Resources 401k Plan	Insured Multiple Names



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:

License Number: Penalty Due: Wage Due:

[Download all debarment data](#)

Show per page Showing 0 records First Previous Next Last

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

As of 02/24/2023

Search All Words ▼ e.g. 1606N020Q02

Select Domain +
All Domains

Filter By —

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

- Any Words ⓘ
- All Words ⓘ
- Exact Phrase ⓘ

e.g. 1606N020Q02

debarment x

Federal Organizations

Kitsap Community Resources x ▲ ⋮

No results found ▲

- Active
- Inactive

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