



# **Kitsap County Mental Health, Chemical Dependency & Therapeutic Court Programs**

## **2021 New Grant Request for Proposals (RFP) 2020-120**

January 1, 2021 – December 31, 2021

**Deadline: August 20, 2020**

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**KITSAP COUNTY MENTAL HEALTH, CHEMICAL DEPENDENCY  
AND THERAPEUTIC COURT PROGRAMS  
2021 NEW GRANT REQUEST FOR PROPOSALS (RFP)**

**Treatment Sales Tax (TST)**

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**KITSAP COUNTY MENTAL HEALTH, CHEMICAL DEPENDENCY  
AND THERAPEUTIC COURT PROGRAMS  
2021 NEW GRANT REQUEST FOR PROPOSALS (RFP) SUMMARY**

**Treatment Sales Tax (TST)**

The Kitsap County Department of Human Services (KCDHS) is requesting New Grant Proposals for moneys collected under RCW 82.14.460. New Grant Proposals are proposals from organizations which have not been funded during the previous funding year (2020) using the TST. Proposals **“must be used solely for the purpose of providing for the operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services.** Programs and services includes, but is not limited to, **treatment services, case management, transportation, and housing that are a component of a coordinated chemical dependency or mental health treatment program or service.”**

Approximately \$4,500,000 will be awarded for projects or program services delivered between January 1, 2021 and December 31, 2021. **Proposal Deadline: August 20, 2020 at 3:00 p.m.**

**Eligibility Requirements:** All New Grant Applicants must attend a Mandatory New Grant Proposer’s Conference and submit a letter of intent online via Survey Monkey Apply to be eligible to apply for the 2021 TST funding. Access to the “New Grant Proposal Letter of Intent” will be made available to those in attendance. The Mandatory New Grant Proposers Conference will be a Zoom Webinar held on July 1, 2020, 10:00 a.m. – 12:00 p.m. Registration is required at: [https://us02web.zoom.us/webinar/register/WN\\_pczZuKNyQDWkDQIQC4-5A](https://us02web.zoom.us/webinar/register/WN_pczZuKNyQDWkDQIQC4-5A)

**The “New Grant Proposal Letter of Intent” is due July 10, 2020 at 3:00 p.m.**

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

**Scope of Work:** Proposals for TST funding must improve the continuum of care including prevention, crisis intervention, treatment and recovery support services identified in the 2014 Kitsap County Behavioral Health Strategic Plan and 2017 Strategic Plan Review. The Strategic Plan and Review can be found at <https://www.kitsapgov.com/hs/Pages/CAC-REPORTS-INFORMATION-PLANS.aspx>.

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

## 2021 NEW GRANT REQUEST FOR PROPOSALS (RFP) TIMELINE

Mental Health, Chemical Dependency and Therapeutic Court Programs

All New Grant Applicants must attend a Mandatory New Grant Proposer's Conference and submit a letter of intent online via Survey Monkey Apply to be eligible to apply for the 2021 Treatment Sales Tax funding. Access to the "New Grant Proposal Letter of Intent" will be made available at the New Grant Proposer's Mandatory Conference. **The "New Grant Proposal Letter of Intent" is due on Friday, July 10, 2020 at 3:00 p.m.**

**New Grant Proposal Deadline: August 20, 2020 at 3:00 p.m.**

Date	Activity
May 2020	Citizens Advisory Committee (CAC) Meeting to Approve RFP and Timeline
June 10, 2020	2021 New Grant Request For Proposals Released upon Board of Commissioners approval
<b>July 1, 2020</b>	<b>Mandatory New Grant Proposers Conference</b> – 10:00 a.m. – 12:00 p.m. via Zoom Webinar. Registration is required at: <a href="https://us02web.zoom.us/webinar/register/WN_pczZuKNyQDWkDQIQC4-5A">https://us02web.zoom.us/webinar/register/WN_pczZuKNyQDWkDQIQC4-5A</a>
July 6, 2020	Notes and Q&A from Proposers Conference Posted
<b>July 10, 2020</b>	<b>Mandatory "New Grant Proposal Letter of Intent" Due by 3:00 p.m. Online submission only via Survey Monkey Apply.</b>
<b>August 20, 2020</b>	<b>New Grant Proposals Due by 3:00 P.M. Online submission only via Survey Monkey Apply.</b>
August 20 <sup>th</sup> – September 16 <sup>th</sup> , 2020	CAC reviews Proposals and completes Rating Sheets
September 16, 2020	CAC Rating Sheets due to Department of Human Services at 12:00 p.m.
September 22, 2020	CAC convenes to discuss Proposals and develop questions for Proposers
September 25, 2020	Questions for Question and Answer (Q&A) Sessions emailed to Proposers
<b>October 2, 2020</b>	<b>Mandatory written responses to the CAC Questions due at 3:00 p.m. Online submission only via Survey Monkey Apply.</b>
October 2 <sup>nd</sup> – 12 <sup>th</sup> , 2020	CAC reviews written responses to Questions
<b>October 13<sup>th</sup> – 15<sup>th</sup>, 2020</b>	<b>Mandatory Proposer Question and Answer Sessions. Organizations must make time available for their Question and Answer Session which will be scheduled during this time frame.</b>
October 19 <sup>th</sup> and 20 <sup>th</sup> , 2020	CAC Executive Committee Meetings to develop funding recommendations
October 20, 2020	CAC Regular Business Meeting to Approve Recommendations for BOCC
October 2020	Make funding recommendations to BOCC (Work Study)
November 2020	BOCC Acts on Funding Recommendations – Public Meeting
November – December 2020	Statements of Work, Expenditure Plans and Contracts completed
January 1, 2021	2021 Program Year Begins

## **I. BACKGROUND**

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

## **II. APPLICANT ELIGIBILITY**

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

### **1. Requirements for New Grant Funding:**

New Grant funding is for programs which have not received TST funding during the previous funding year (2020).

### **2. Requirements for Attendance at Mandatory New Grant Proposers Conference and Submission of a Letter of Intent:**

All New Grant Applicants must attend a Mandatory New Grant Proposer's Conference and submit a "New Grant Proposal Letter of Intent" to be eligible to apply for the 2021 TST funding. The "New Grant Proposal Letter of Intent" will be made available at the New Grant Proposer's Mandatory Conference. The "New Grant Proposal Letter of Intent" for New Grant Proposals must be submitted on line by July 10, 2020 at 3:00 p.m.

### **3. Requirements for providing behavioral health "treatment" services include:**

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

Or

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

Or

Organization is proposing to provide mental health, substance use disorder, co-occurring and/or problem and pathological gambling “**treatment**” services and subcontracts with an individual who is licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. The individual meets the requirements of 18.225 RCW and practices within their scope of work.

Or

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

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

### **III. AVAILABLE FUNDING**

Approximately \$4,500,000 for a 12-month period between January 1, 2021 through December 31, 2021 is to be allocated in the categories indicated below. Funding may be shifted between categories at the discretion of the KCBOCC and recommendations from the Citizens Advisory Committee (CAC) based on the project proposals received. There is no minimum or maximum amount of funding required per proposal.

1. Behavioral Health Prevention, Early Intervention and Training.
2. Crisis Intervention/Triage Services.
3. Outpatient Care – Psychiatry, Medical and Medication Management, Counseling.
4. Medical and Sub-Acute Detoxification Services.
5. Acute Inpatient Care Services.
6. Recovery Support Services.

#### IV. PERIOD OF PERFORMANCE

Funding under this grant program is allocated for a 12-month period. The period of performance for services solicited under this RFP will begin January 1, 2021 and end December 31, 2021. All funds awarded must be used during this 12-month period.

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

#### V. DEFINITIONS

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

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

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

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

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

**Cultural Competence** - The ability of service providers and organizations to effectively deliver behavioral health care services that meet the social, cultural, and linguistic needs of program participants.

**Disproportionality**: Overrepresentation or underrepresentation of a group compared to its percentage in the general population.

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

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

Examples of in-kind gifts include:

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

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

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

**Matching Funds** – Contributions of cash.

**Measurable Outcomes** - Outcomes are benefits or changes for individuals or populations during or after participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitude, values, condition, or other attributes. To measure outcomes, the service must be able to provide evidence that the outcome was or was not achieved. Below is an example of an individual measurable outcome objective:

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

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

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

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

**Return on Investment (ROI)** - A performance measure used to evaluate the efficiency of an investment or to compare the efficiency of several different investments. ROI measures the amount of return on an investment relative to the investment's cost. To



calculate ROI, the benefit (or return) of an investment is divided by the cost of the investment, and the result is expressed as a percentage or a ratio.

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

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

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

**Sustainability Plan** – Developing an action plan to increase the likelihood of program sustainability.

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

## **VI. PURPOSE AND SCOPE OF PROJECT**

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

### **1. Policy Goals**

Programs shall achieve the following policy goals:

- Increase the number of stable housing options for chemically dependent and mentally ill residents of Kitsap County.
- Reduce the number of people in Kitsap County who use costly interventions including hospitals, emergency rooms, and crisis services.
- Reduce the number of people in Kitsap County who recycle through the criminal justice systems, including jails and prisons.
- Reduce the number of chemically dependent and mentally ill youth and adults from initial or further criminal justice system involvement.

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

## **2. Program Evaluation**

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

processes that produce the following types of information:

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

## **3. Evidence-Based Programs**

The Citizens Advisory Committee (CAC) is committed to supporting programs and organizations who use Evidence-Based Programs (EBP) that have been accepted as a best practice in the field of mental health, chemical dependency and therapeutic courts and demonstrate fidelity to evidence-based standards. Promising Programs and Best Practice Programs include services, strategies, activities, or approaches that have some scientific research or data showing positive outcomes in delaying an untoward outcome, but do not have enough evidence to support generalizable conclusions. Innovative Programs introduce new ideas, methods and concepts that have not yet been researched. Promising, Best Practice and Innovative Programs will be considered for funding, but must include a robust evaluation process. Preference will be given to evidence-based programs that maintain fidelity.

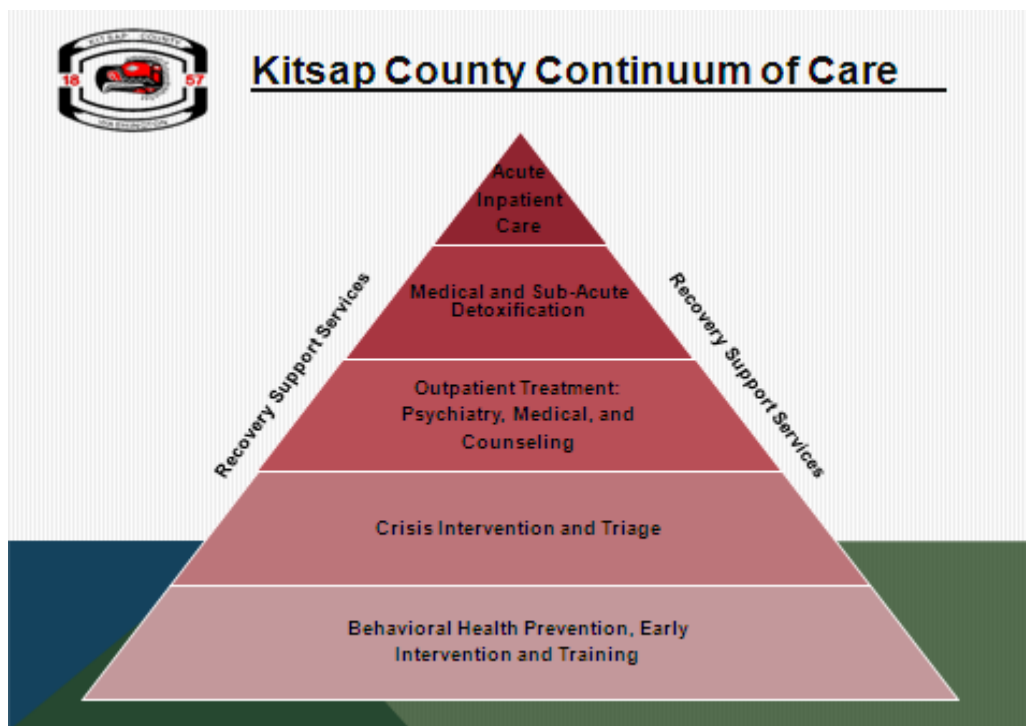
## **4. Collective Impact**

The Kitsap County Board of Commissioners have recognized Collective Impact as a framework for making it possible for local behavioral health service providers to work together to help solve complex social problems, such as mental illness and chemical dependency. By working together with behavioral health partners from different sectors of the community, Kitsap County can transform a fragmented system of behavioral health programs into a coordinated system that is working towards improving the overall health of the community. An example of sectors working together for mutual benefits would include behavioral health treatment providers and

housing programs. Housing advocates in Kitsap County have identified the lack of housing for individuals with behavioral health issues as one of their funding priorities. Behavioral health treatment providers have identified the lack of housing for individuals with behavioral health issues as a major gap in services. By working together these partners can develop and fund supportive housing programs that are mutually beneficial to both.

## VII. ANTICIPATED SCOPE OF WORK

Kitsap County Human Services Department is requesting proposals for TST programs along a continuum of care including prevention, intervention, treatment and recovery support services. For purposes of this Request for Proposal, Kitsap County has established the following continuum of care to address the behavioral health needs of the County. Proposals must identify which gaps and recommendations from the Kitsap County Continuum of Care identified in the 2014 Kitsap County Behavioral Health Strategic Plan their project or program will address. In addition, Program Evaluation, Evidence Based programs and Collective Impact have been identified as priorities for improving and increasing the quality of program delivery.



Prevention, Early Intervention and Training - Programs which create communities where individuals, families, schools, faith-based organizations, and workplaces take action to promote emotional health and reduce the likelihood of mental illness; substance abuse, including tobacco; and suicide. Includes evidence-based mental health and substance abuse early prevention and intervention parent programs; community and school-based

curriculums; and training to identify the effects of behavioral health problems. The following gaps have been identified:

- Support a shared plan through ongoing collaboration and increased care coordination among mental health, substance abuse, health and justice stakeholders through joint projects, blended funding, information sharing, and cross-training.
- Train all systems on community resources and behavioral health treatment options including inpatient, outpatient, medication assisted, detoxification services and crisis triage.
- Educate the community on Healthy Option Services and Medicaid Expansion.
- Educate local behavioral health treatment providers on Veterans' issues and available resources.
- Provide behavioral health education and training to providers working with the aging population.
- Provide consistent behavioral health consultation to providers working with the aging population.
- Embed strategies for working with individuals with behavioral health disorders within the existing local CNA/ LPN/ nursing curriculum.
- Expand mental health and substance abuse prevention coalitions County-wide.
- Expand evidence-based mental health and substance abuse early prevention and intervention parent programs (Example: Nurse-Family Partnership Program and Strengthening Families).
- Provide school-based mental health and substance use prevention education for students to include intervention, assessment, referral and treatment support.
- Conduct professional development for educators, youth development and community agencies on youth mental health and substance abuse issues, concerns and supportive intervention strategies.
- Establish Suicide Prevention, Screening and Referral options in schools and the community.

Crisis Intervention and Triage - Services provided on a very short-term basis to intoxicated or mentally ill individuals on the streets or in other public places and may include general assessment of the patient's condition, an interview for diagnostic or therapeutic purposes, and transportation home or to an approved treatment facility. Includes mobile or other outreach staff at a variety of community sites to identify hard to reach individuals who are abusing alcohol and other drugs. The following gaps have been identified:

- Develop County-wide protocols for first responders responding to a call where mental illness or substance use may be a factor.
- Conduct crisis intervention training for all first responders County-wide to respond to calls where mental illness or substance use may be a factor.
- Establish a Mobile Crisis Team and infrastructure to handle attempts by law enforcement or mental health outreach teams to preempt entry into the legal system, jail or the hospital.

- Develop, enhance or expand an adult diversion programs for low level offenders with mental illness or substance abuse disorders.
- Establish specialized homeless outreach services, including specialized outreach to Veterans with mental health or substance abuse issues.
- Establish specialized geriatric outreach team to assist providers working with the aging population.
- Provide behavioral health screening, brief intervention, and referral for treatment for youth, adults and older adults in primary care.
- Provide crisis triage/respite and/or drop-off center alternatives for individuals with behavioral health needs not eligible for acute hospital or evaluation and treatment services but are in need of short-term 24 hour services, including assessment and referral.
- Expand capacity for 24-hour crisis response for youth through law enforcement training, mobile crisis team, emergency housing and crisis triage.
- Expand youth Involuntary Treatment Act/Crisis Response services, including crisis residential center.
- Provide advance beds for dementia patients who are not currently accepted by Western State Hospital, Kitsap Mental Health Services or other providers.

Outpatient Treatment – Psychiatry, Medical and Medication Management, Counseling – Group; Individual or family counseling services provided in a non-residential chemical dependency or mental health treatment facility. Includes services associated with case planning, case consultation and referral services, and other support services for the purpose of engaging and retaining clients in treatment or maintaining clients in treatment. Also includes medication management. The following gaps have been identified:

- Increase substance abuse treatment funding for youth and adults who are not eligible for Medicaid, including individuals on Medicare, Veterans and those who do not have private insurance.
- Increase access and options for medication-assisted treatment.
- Increase efforts to attract more providers within Kitsap County to provide pain and addiction consultations.
- Expand Community Mental Health Center services to include individuals who are not eligible for Medicaid.
- Evaluate geriatric population needs.
- Increase dual-certification among mental health and substance abuse treatment providers for addressing all of the individual's behavioral health needs.
- Expand the use of evidence and research-based programs found to decrease depression, suicidal behavior and substance abuse among juvenile justice involved youth.
- Develop shelter-based behavioral health prevention, outreach, assessment, intervention, referral and treatment.
- Provide on-site behavioral health screening and referral to Superior, Municipal and District Courts.

- Expand behavioral health outreach, assessment, intervention, referral and treatment in the jail.
- Expand behavioral health outreach, assessment, intervention, referral and treatment in existing adult therapeutic courts.
- Expand behavioral health prevention, outreach, assessment, intervention, referral and treatment within the juvenile justice system.
- Establish a dedicated behavioral health specialist to serve the juvenile detention facility, Individualized Treatment Court and be available for consultation to Probation Counselors dealing with the general probation population.
- Enhance linkage at discharge to comprehensive services including care coordination, access to medication, prompt access to benefits, health care, housing with/without supportive services, and mental health & substance abuse treatment.

Medical and Sub-Acute Detoxification - Treatment of patients either in a medical or social setting while the patient recovers from the transitory effects of acute or chronic intoxication or withdrawal from alcohol or other drugs. The following gaps have been identified:

- Educate first responders, mental health and housing program providers, and criminal justice staff on available Emergency Housing, Detoxification and Crisis Triage beds at Kitsap Recovery Center.
- Dedicate funds for out of County medical detoxification services for youth and adults, including those in the criminal justice system.
- Provide local medical detoxification services.
- Enhance linkages at intake and discharge to comprehensive services including care coordination, access to medication, prompt access to benefits, health care, and mental health & substance abuse treatment.

Acute Inpatient Care - A concentrated program of mental health or chemical dependency treatment, individual and group counseling, education, and related activities, including room and board in a twenty-four-hour-a-day supervised facility. The following gaps have been identified:

- Educate first responders, mental health and housing program providers, and criminal justice staff on available inpatient substance abuse treatment beds at Kitsap Recovery Center.
- Increase number of local residential substance abuse treatment beds for youth and adults.
- Increase number of local mental health inpatient beds for adults, including geropsychiatric beds.
- Increase capacity for Program for Assertive Community Treatment (targeting 18-40 years olds with Axis 2 diagnosis).
- Increase number of local co-occurring disorder residential substance abuse/mental health treatment beds.

- Expand family education, involvement and support activities for individuals in residential substance use disorder treatment.
- Enhance linkages at intake and discharge to comprehensive services including care coordination, access to medication, prompt access to benefits, health care, and mental health & substance abuse treatment.

Recovery Support Services - Includes a focus on providing for the health, housing, vocational, and social support needs of people with mental health problems. These include peer- and family-operated services. The following gaps have been identified:

- Provide funding for recovery supportive services for individuals in treatment including child care, transportation and employment.
- Increase project-based subsidized housing vouchers for individuals in Behavioral Health treatment.
- Provide appropriate, tailored subsidized housing and support services for homeless individuals or persons at risk of homelessness with Behavioral Health issues.
- Establish stabilization transition housing for individuals with Behavioral Health issues moving from jail to treatment.
- Establish flexible rental assistance funds for individuals with Behavioral Health needs.
- Address barriers to accessing treatment by increasing treatment options and locations in Bainbridge Island, and North and South Kitsap.
- Identify transportation barriers to getting to treatment and increase transportation options.
- Expand parent and family education, involvement and support activities for youth and adults in behavioral health treatment.
- Increase wrap-around services for serious emotionally disturbed youth.
- Increase supportive services, case monitors, UA collection, incentives and pro-social activities in all Juvenile Therapeutic Courts.
- Explore local reimbursement options implemented in Pierce and Clallam Counties.
- Provide local cursory competency evaluation for out of custody, low-risk offenders.
- Recruit existing organizations/individuals to develop a mental health support group similar to AA/NA.
- Assess and identify the mental health service needs of an aging population.

## VIII. APPLICATION TECHNICAL REQUIREMENTS

All New Grant Applicants must attend a Mandatory New Grant Proposer's Conference and complete a "New Grant Proposal Letter of Intent" online via Survey Monkey Apply to be eligible to apply for the 2021 TST funding. The Letter of Intent will be made available to those in attendance at the New Grant Proposer's Conference. **The "New Grant Proposal Letter of Intent" is due July 10, 2020.** New Grant Proposals are proposals from organizations which have not been funded during the previous funding year (2020) using the TST.

Following the Mandatory New Grant Proposer's Conference, those in attendance will receive a link to the New Grant Proposal's Eligibility Criteria. If the organization and project meet Eligibility Criteria the applicant will be forwarded to the "New Grant Proposal Letter of Intent". The letter of intent is required to move forward in the application process but does not obligate the applicant to apply for TST funding. The Letter of intent must be submitted online via Survey Monkey Apply by July 10, 2020 at 3:00 p.m.

Following submission of the "New Grant Proposal Letter of Intent", Kitsap County Department of Human Services staff will review both the Eligibility Criteria and Letter of Intent for completeness. If the organization meets eligibility requirements and completes the letter of intent, they will receive an invitation to apply for 2021 TST funding.

The New Application Summary Form, the Narrative and all Attachments will be completed online via Survey Monkey Apply. All proposals must be submitted electronically by August 20, 2020 at 3:00 p.m.

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

## IX. NEW GRANT PROPOSALS

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

### Narrative Information

#### 1. Project Description

**40 Points**

##### **A. Project Design (500 words)**

Describe your project. Who do you intend to serve? Include what services you will provide, when you will provide them and where services will be delivered.



**B. Evidence-Based, Promising, Best, or Innovative Practices (500 words)**

What evidence-based, promising, best or innovative practice(s) will you use to serve your target population?

Please describe:

- Practice's target population demographics: age, sex, race/ethnicity, and disorder type
- Practice's demonstrated, measurable outcomes;
- Research support for the practice;
- Links to online documents or web pages that provide details.

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

**C. Outreach (500 words)**

Describe your outreach/marketing plan for your target population and how it ensures that eligible persons learn about and have access to your program. How will you ensure that you deliver culturally competent behavioral health care services that meet the social, cultural and linguistic needs of program participants?

**D. Evaluation (500 words)**

Provide a brief summary of the evaluation plan you outlined in your Evaluation Worksheet. What are your primary goals and expected outcomes for those you will serve?

**2. Community Needs and Benefit**

**25 Points**

**A. Policy Goal (500 words)**

Which Policy Goals(s) from the 2014 Kitsap County Behavioral Health Strategic Plan does your project address? What service gaps will it address?

**B. Needs Assessment and Target Population (500 words)**

Referring to the Policy Goal(s) you identified in 2.A. above, how many people in Kitsap County are in need of the service(s) you propose? What method did you use to estimate that number? How many will you screen for services each year? How many will you serve in the program?

**C. Community Collaboration, Integration and Collective Impact (500 words)**

Describe any other organizations or sub-contractors that will participate in this project and their roles and responsibilities. Describe how this project will achieve collective impact by integrating with other programs in the community.

### **3. Organizational Capacity**

**25 Points**

#### **A. Organizational Governance (250 words)**

Provide an organization chart and a brief description of your internal governance and leadership structure.

#### **B. Organizational Finances (250 words)**

Provide a description of your basic managerial and fiscal structure including program management, accounting and internal controls. Summarize the results of your Agency's (or your unit of financial independence) last audit and/or administrative inspection. Include description of any disallowed costs, questioned costs and administrative findings.

#### **C. Staffing Qualifications (250 words)**

Provide a complete list of staff positions dedicated to this project, including the role of each and their Fulltime Equivalent (FTE) designation. What are the professional certifications/licenses required for each position? Does your staff have the professional certifications/licenses required for billing private insurance or Medicaid?

#### **D. Organization Licenses and Certifications (250 words)**

Is your organization *itself* licensed to provide behavioral health services through the Washington State Department of Social and Health Services, Department of Health and/or Health Care Authority? If so, What services is the organization certified to provide? Clearly state if there is no licensing/certification requirement for the organization or service provided.

#### **E. History of Project Management (250 words)**

Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.

### **4. Project Financial Feasibility**

**10 Points**

#### **A. Budget Narrative (500 words)**

Provide a brief narrative justification for items included in your proposed budget. Provide clear evidence that the project scope will not supplant current project funding, and confirm that other funding sources are exhausted prior to the utilization of these funds. Indirect expenses are limited to 5%.

#### **B. Additional Resources and Sustainability (250 words)**

Describe your attempts to leverage federal, state, local or private funds and/or in-kind resources for this project. Specifically address your attempts and success in leveraging Federal Medicaid funds. Initial funding is not an

assurance or guarantee of further funding in future grant cycles. Describe the organization's plan to sustain services after the conclusion of the grant period.

New Grant Proposals must download, complete and upload the following required components. The Attachments will be available in Survey Monkey Apply:

**1. Attachment A – New Grant Proposal Evaluation Worksheet**

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

**2. Attachment B – Total Agency Budget Form**

Directions – The purpose of the Total Agency Budget Form is to assess the financial capacity of the parent organization. Complete this form for the entire agency budget. For extremely large or complex organizations, the Proposer may substitute an operational unit or department budget, provided that the organization can demonstrate the financial stability required. Include actual revenue and expenses for year 2019. Use projected budget figures for 2020 - 2021.

**3. Attachment C – New Grant Proposal Special Project Budget Form**

Directions - In Requested Funds column, include all the funds you are requesting in this grant proposal including sub-contracts. In Other Funds column, include matching funds invested from your own organization, other grant funds and/or funds which are committed from a partner organization. The two columns will be added together for the total project budget. Indirect will be limited to 5%.

**4. Attachment D – New Grant Proposal Sub-Contractor Special Project Budget Form**

Directions – Complete separate New Grant Proposal Sub-Contractor Special Project Budget Forms for each organization you are planning to subcontract services. Only include the funds within each sub-contract. Indirect costs will be limited to 5%.

**5. Attachment E – New Grant Proposal Project Salary Summary**

Directions - This is for the proposed project only, not the entire agency. Provide Number of FTE's, salary and benefit information for the entire project including sub-contracts.

## 6. Organizational Chart

Directions - Provide an Organizational Chart and explain the relationship of your agency to any parent or sponsoring agency.

## 7. Letter of Resource Commitment (Optional)

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

## X. REVIEW AND SELECTION CRITERIA

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

### 1. Request for Proposal Evaluation Process

The CAC members will individually evaluate and rate each proposal after which they will convene as a group and develop a list of questions for each proposal.

**All Proposers will be required to provide written responses to questions about their proposals and attend Question and Answer Sessions.** The CAC will convene to develop written questions they have regarding each proposal the week of September 21, 2020. Proposers will be notified of their questions through Survey Monkey Apply by September 25, 2020. **Written responses must be submitted online in Survey Monkey Apply by Friday, October 2, 2020.**

**Proposers will be scheduled for Mandatory Question and Answer Sessions the week of October 13 – 15, 2020.** During this two-way conversation, proposers will have 20 minutes to address their written responses to the questions from the CAC and share additional information about their proposal they feel needs clarification. The sessions are used to further the evaluation process and clarify questions raised by the written proposals. Be prepared for an open discussion on topics related to project design, community collaboration and the budget. We request attendance of a maximum 1 - 3 persons within the organization who can provide a response to these questions.

Following applicant question and answer sessions, the CAC will discuss the proposals and perform any necessary review or verification of their content. Based on the content of the proposals and the proposal question and answer sessions, the CAC will give final rankings to the proposals and present recommendations to the Kitsap County Board of Commissioners. County staff will provide support for the committee work but will not participate in the selection of proposals.

## **2. Unacceptable Proposals**

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

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

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

## **XI. PROPOSAL GENERAL TERMS AND CONDITIONS**

### **A. Authorship**

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

### **B. Proprietary information/public disclosure**

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

The Responder's Proposal must include a statement identifying the pages of its Proposal, if any, which contain information the Responder considers proprietary. Each page claimed to be proprietary must be clearly marked by printing the word

“Proprietary” on the lower right hand corner. Responders may not mark their entire Proposal proprietary.

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

**C. Independent Price Determination**

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

**D. Subcontracting**

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

**D. Rejection of Proposal**

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

**F. Appeal Process**

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

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

**G. Cancellation of Award**

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

**H. Price Warranty**

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

**I. Waivers**

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

**J. Nondiscrimination in Programs and Employment**

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

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

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in the admission, access, treatment, or employment in any program or activity.

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

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

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

**K. Addenda to the Request for Proposals**

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

**L. Publicity**

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

**M. Limitation**

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

**N. Signature**

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

**O. Contract Award**

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

**XII. ATTACHMENTS**

ATTACHMENT A – New Grant Proposal Evaluation Worksheet

ATTACHMENT B - Total Agency Budget Form

ATTACHMENT C – New Grant Proposal Special Project Budget Form

ATTACHMENT D – New Grant Proposal Sub-Contractor Special Project Budget Form

ATTACHMENT E – New Grant Proposal Project Salary Summary

ATTACHMENT F – New Grant Proposal Evaluation and Scoring Form

ATTACHMENT G – Contract General Terms and Conditions



## NEW GRANT PROPOSAL EVALUATION WORKSHEET

### INSTRUCTIONS:

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

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

### DEFINITIONS:

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

## NEW GRANT PROPOSAL EVALUATION WORKSHEET

### PROJECT NAME:

A. GOAL	B. ACTIVITY	C. SMART OBJECTIVE	D. TYPE OF MEASURE	E. TIMELINE	F. BASELINE	G. SOURCE
Understand general number of participants and services	Track universal measures	<b>WITH RESPECT TO THE CURRENT QUARTER:</b> # unduplicated individuals served - By type (types determined by contractor) - By ZIP code - By health insurance type  # services (naturally unduplicated) - By type (types determined by contractor)  Narrative - Reflecting on evaluation results and overall program efforts, describe what has been achieved this Quarter. If objectives went unmet, why? Are there any needed changes in evaluation or scope of work? - Briefly describe collaborative efforts and outreach activities employing collective impact strategies. - Please describe your sustainability planning – new collaborations, other sources of funding, etc - Success Stories	<input checked="" type="checkbox"/> Output Outcomes: <input type="checkbox"/> Participant satisfaction <input type="checkbox"/> Knowledge, attitude, skill <input type="checkbox"/> Practice or behavior <input type="checkbox"/> Impact on overall problem  <input type="checkbox"/> ROI or cost-benefit <input type="checkbox"/> Fidelity measure	<input checked="" type="checkbox"/> S / <input type="checkbox"/> M / <input type="checkbox"/> L Start: 1/1/2021 Reporting Frequency: <input checked="" type="checkbox"/> Q / <input type="checkbox"/> SA / <input type="checkbox"/> A / <input type="checkbox"/> O; Accountability Freq.: <input checked="" type="checkbox"/> Q / <input type="checkbox"/> SA / <input type="checkbox"/> A / <input type="checkbox"/> O; Measure. Period Type: <input checked="" type="checkbox"/> CQ / <input type="checkbox"/> YTD / <input type="checkbox"/> O;	To be completed by program	Program Data
			<input checked="" type="checkbox"/> Output Outcomes: <input type="checkbox"/> Participant satisfaction <input type="checkbox"/> Knowledge, attitude, skill <input type="checkbox"/> Practice or behavior <input type="checkbox"/> Impact on overall problem  <input type="checkbox"/> ROI or cost-benefit <input type="checkbox"/> Fidelity measure	<input type="checkbox"/> S / <input checked="" type="checkbox"/> M / <input type="checkbox"/> L Start: 1/1/2021 Reporting Frequency: <input type="checkbox"/> Q / <input type="checkbox"/> SA / <input checked="" type="checkbox"/> A / <input type="checkbox"/> O; Accountability Freq.: <input type="checkbox"/> Q / <input type="checkbox"/> SA / <input checked="" type="checkbox"/> A / <input type="checkbox"/> O; Measure. Period Type: <input type="checkbox"/> CQ / <input checked="" type="checkbox"/> YTD / <input type="checkbox"/> O;		
To be completed by program	To be completed by program	<b>WITH RESPECT TO THE ENTIRE GRANT CYCLE:</b> # unduplicated individuals served - By type (types determined by contractor) - By ZIP code - By health insurance type	<input checked="" type="checkbox"/> Output Outcomes: <input type="checkbox"/> Participant satisfaction <input type="checkbox"/> Knowledge, attitude, skill <input type="checkbox"/> Practice or behavior <input type="checkbox"/> Impact on overall problem  <input type="checkbox"/> ROI or cost-benefit <input type="checkbox"/> Fidelity measure	<input type="checkbox"/> S / <input type="checkbox"/> M / <input type="checkbox"/> L Start: Reporting Frequency: <input type="checkbox"/> Q / <input type="checkbox"/> SA / <input type="checkbox"/> A / <input type="checkbox"/> O; Accountability Freq.: <input type="checkbox"/> Q / <input type="checkbox"/> SA / <input type="checkbox"/> A / <input type="checkbox"/> O; Measure. Period Type: <input type="checkbox"/> CQ / <input type="checkbox"/> YTD / <input type="checkbox"/> O;	To be completed by program	To be completed by program

## Total Agency or Departmental Budget Form

Agency Name: \_\_\_\_\_

Project: \_\_\_\_\_



Accrual



Cash

AGENCY REVENUE AND EXPENSES	2019		2020		2021	
	Actual	Percent	Budget	Percent	Budget	Percent
<b>AGENCY REVENUE</b>						
Federal Revenue	\$ -		\$ -		\$ -	
WA State Revenue	\$ -		\$ -		\$ -	
Local Revenue	\$ -		\$ -		\$ -	
Private Funding Revenue	\$ -		\$ -		\$ -	
Agency Revenue	\$ -		\$ -		\$ -	
Miscellaneous Revenue	\$ -		\$ -		\$ -	
<b>Total Agency Revenue (A)</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>AGENCY EXPENSES</b>						
<b>Personnel</b>						
Managers	\$ -		\$ -		\$ -	
Staff	\$ -		\$ -		\$ -	
Total Benefits	\$ -		\$ -		\$ -	
<b>Subtotal</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>Supplies/Equipment</b>						
Equipment	\$ -		\$ -		\$ -	
Office Supplies	\$ -		\$ -		\$ -	
Other (Describe) _____	\$ -		\$ -		\$ -	
<b>Subtotal</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>Administration</b>						
Advertising/Marketing	\$ -		\$ -		\$ -	
Audit/Accounting	\$ -		\$ -		\$ -	
Communication	\$ -		\$ -		\$ -	
Insurance/Bonds	\$ -		\$ -		\$ -	
Postage/Printing	\$ -		\$ -		\$ -	
Training/Travel/Transportation	\$ -		\$ -		\$ -	
% Indirect	\$ -		\$ -		\$ -	
Other (Describe) _____	\$ -		\$ -		\$ -	
<b>Subtotal</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>Ongoing Operations and Maintenance</b>						
Janitorial Service	\$ -		\$ -		\$ -	
Maintenance Contracts	\$ -		\$ -		\$ -	
Maintenance of Existing Landscaping	\$ -		\$ -		\$ -	
Repair of Equipment and Property	\$ -		\$ -		\$ -	
Utilities	\$ -		\$ -		\$ -	
Other (Describe) _____	\$ -		\$ -		\$ -	
Other (Describe) _____	\$ -		\$ -		\$ -	
Other (Describe) _____	\$ -		\$ -		\$ -	
<b>Subtotal</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>Other Costs</b>						
Debt Service	\$ -		\$ -		\$ -	
Other (Describe) _____	\$ -		\$ -		\$ -	
<b>Subtotal</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>Total Direct Expenses</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	

## Mental Health, Chemical Dependency and Therapeutic Court Program 2021 New Grant Proposal Special Project Budget Form

Agency Name:

Project:

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

NOTE: Indirect is limited to 5%

## Mental Health, Chemical Dependency and Therapeutic Court Program 2021 New Grant Proposal Sub-Contractor Special Project Budget Form

Sub-Contractor Agency Name:

Project:

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

NOTE: Indirect is limited to 5%

## Mental Health, Chemical Dependency and Therapeutic Court Program 2021 New Grant Proposal Project Salary Summary

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**Agency Name:**

**Project:**

### Description

Number of Professional FTEs	0.00
Number of Clerical FTEs	0.00
Number of All Other FTEs	0.00
<b>Total Number of FTEs</b>	<b>0.00</b>

### Salary Information

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



## 2021 Mental Health, Chemical Dependency and Therapeutic Court Programs New Grant Proposal Evaluation and Scoring Form

### 1. PROJECT DESIGN

#### **A. Project Design:**

Describes the design of the current grant project and additions/subtractions for next grant period.

0 = Did not clearly describe the current grant project.

1 = Described the current grant project, but, did not describe additions/changes.

5 = Described current grant project, with additions/changes.

10 = Detailed description of current grant project, additions/changes and made a case for project updates.

Reviewer Comments:

#### **B. Evidence-Based, Promising, Best or Innovative Practices:**

Provided a detailed description of how to outreach to their target population and hard to reach individuals.

0 = No mention of an outreach plan.

1 = Described an outreach plan, but not specific about reaching the target population or hard to reach individuals.

5 = Described the outreach plan and the target population but, did not provide a clear plan to ensure hard to reach persons have access to the program.

10 = Described the outreach plan and the target population, and provided a clear plan to ensure all eligible persons have access to the program.

Reviewer Comments:

### C. Outreach

Provided a detailed description of how to outreach to their target population and hard to reach individuals.

0 = No mention of an outreach plan.

1 = Described an outreach plan, but not specific about reaching the target population or hard to reach individuals.

5 = Described the outreach plan and the target population, but did not provide a clear plan to ensure hard to reach persons have access to the program.

10 = Described the outreach plan and the target population, and provided a clear plan to ensure all eligible persons have access to the program.

Reviewer Comments:



### D. Evaluation:


Developed a realistic plan for data collection, management and analysis is clear. Project goals, activities and objectives are clearly defined.

0 = Did not describe a plan for data collection, management and analysis.

1 = Described a plan for data collection, management and analysis but no listing of goals, activities and objectives.

5 = Minimal description of data collection, management and analysis, goals, activities and objectives.

10 = Detailed description of a plan for data collection, management and analysis, goals, activities and objectives.

Reviewer Comments:







### C. Community Collaboration, Integration and Collective Impact

Project sponsor provides detailed information on community collaboration, including subcontractors.

0 = No mention of other agencies or subcontractors participating in the project.

1 = Mentioned that there were “other agencies” or subcontractors, but did not specify who these agencies were.

3 = Listed specific agencies or subcontractors who are participating in the project, but did not specify how the applicant would work with them.

5 = Listed other agencies or subcontractors in the community and describes how the proposed project will provide a collective impact in the community.

Reviewer Comments:



### 3. ORGANIZATION CAPACITY

### A. Organizational Governance:

Organization chart, leadership and governance.

0 = No mention of internal governance or organizational chart.

1 = Organizational Chart, but vague mention of their organizational structure.

3 = Partially demonstrated evidence that the agency has adequate leadership experience, but evidence was not complete.

5 = Clear detailed description of adequate level of governance and leadership experience.



Reviewer Comments:

[illegible]

## B. Organizational Finances:

Description of basic fiscal management structure including accounting and auditing controls. Summary of last audit.

0 = No mention of fiscal management/auditing structure.

1 = Vague mention that they have adequate fiscal management/auditing structure and controls.

3 = Partially demonstrated that the agency has adequate fiscal management/auditing structure and controls.

5 = Clear detailed description of adequate fiscal management/auditing structure and controls.



Reviewer Comments:

### C. Staffing Qualifications:

Project sponsor demonstrates that they have proper level, qualifications and licensed staff for the project.

0 = No mention of staff qualifications or experience or of current level of staffing.

1 = Vague mention that they have adequate staffing but no evidence of such.

3 = Partially demonstrated that the staff has adequate experience and qualifications and that the proper level of staffing is available; provided some evidence but evidence was not complete.

5 = Clear detailed description of staffing level and organizational structure was provided; qualifications, experience and licensure of staff for the project were clearly presented.

Reviewer Comments:





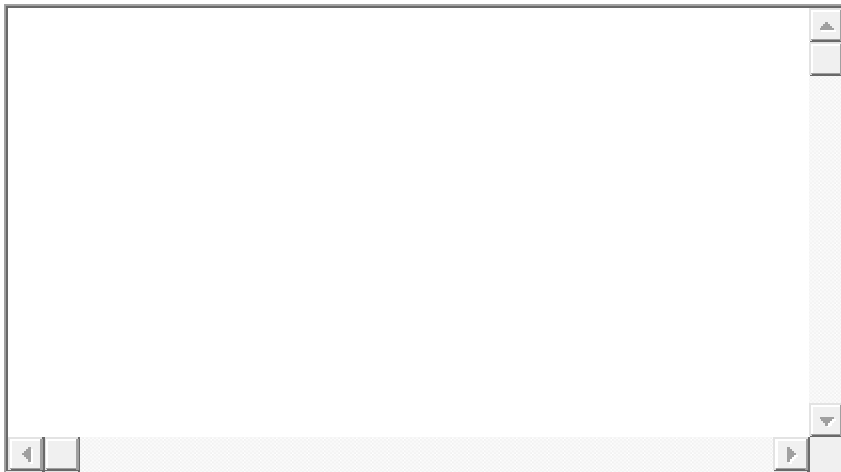


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**Total Score: 0/100**

**Questions for Proposer:**

Questions:

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Save & Continue Editing

**Mark as complete**

KC-

## **CONTRACT FOR HUMAN SERVICES**

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

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

The Contract will become effective on and terminate on . In no event will the Contract become effective unless and until it is approved and executed by the Kitsap County Board of County Commissioners or the Kitsap County Administrator.

### **SECTION 2. SERVICES TO BE PROVIDED**

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

### **SECTION 3. CONTRACT REPRESENTATIVES**

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

#### **County's Contract Representative**

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

## **Contractor's Contract Representative**

### **SECTION 4. COMPENSATION**

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Attachment C: Budget Summary, which is attached to the Contract.
- 4.2 The total amount payable under the Contract, by the County to the Contractor, in no event will exceed \$. Any cost incurred by the Contractor over and above the year-end sums set out in the budgets shall be at the Contractor's sole risk and expense.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Contractor shall use the Department of Human Services Contractor Invoice Form, available from the County. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The County will submit payments for work performed to;
- 4.5 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.6 Payments shall not be construed as a waiver of the County's right to challenge the level of the Contractor's performance under this Contract, and to seek appropriate legal remedies.
- 4.7 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.8 If the Contractor fails to perform any substantial obligation, and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.



- 4.9 The Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 4.10 The Contractor shall pay no more than reasonable market value for equipment and/or supplies.

## **SECTION 5. AMENDMENTS AND CHANGES IN WORK**

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

## **SECTION 6. HOLD HARMLESS AND INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against all claims resulting from or arising out of the performance of the Contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties or the County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the County or its elected or appointed officials, officers or employees. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually

negotiated by the parties. This indemnification provision shall survive the expiration or termination of the Contract.

## **SECTION 7. INSURANCE**

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

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

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

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

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

Not Applicable.

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

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

## **7.5 Miscellaneous Insurance Provisions**

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

extended-reporting period or “tail” coverage for a three-year period after completion of the services.

#### **7.6 Verification of Coverage and Acceptability of Insurers.**

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

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

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

- G. Written notice of cancellation or change will be mailed to the County 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

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 \_\_\_\_ day of \_\_\_\_\_, 202\_. Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_.

**CONTRACTOR**

**KITSAP COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**ATTEST:**