

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

Contract Number: KC-031-25

Contractor: Kitsap County Superior Court

Amount: \$724,684

Contract Term: January 1, 2025 – December 31, 2025

CFDA#: Not applicable

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Purpose: This project will continue services of Kitsap County Adult Drug Court to one hundred and fifty (150) adults and to provide Veterans Court Services to twenty-five (25) Veterans who are engaged in the criminal justice system due to co-occurring substance abuse and/or mental health issues.

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

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


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Dated this 19 day of December, 2024.

Dated this 13 day of January, 2025.

**CONTRACTOR  
KITSAP COUNTY SUPERIOR COURT**

**KITSAP COUNTY BOARD OF  
COMMISSIONERS**

  
Jennifer A. Forbes, Presiding Judge

  
CHRISTINE ROLFES, Chair

  
ORAN ROOT, Commissioner

Dated this 23 day of December, 2024.

  
KATHERINE T. WALTERS, Commissioner

**KITSAP COUNTY DEPARTMENT OF  
HUMAN SERVICES**

  
Doug Washburn, Director

ATTEST:  
  
Dana Daniels, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office



# **1/10<sup>TH</sup> OF 1% MENTAL HEALTH, CHEMICAL DEPENDENCY AND THERAPEUTIC COURTS CONTRACT**

## **CONTRACT GENERAL TERMS AND CONDITIONS**

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

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

The Contract will become effective on January 1, 2025 and terminate on December 31, 2025. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

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

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

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

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

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**County's Contract Representative**

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

**Contractor's Contract Representative**

Jennifer A. Forbes, Presiding Judge  
Kitsap County Superior Court  
614 Division Street, MS-24  
Port Orchard, WA 98366

**SECTION 4. COMPENSATION**

- 4.1 A description of the compensation to be paid to the Contractor will be set forth in Attachment C: Budget Summary, which is attached to the Contract.
  - 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$724,684. Any cost incurred by the Contractor over and above the year-end sums set out in the budgets shall be at the Contractor's sole risk and expense.
  - 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Contractor shall use the Department of Human Services Contractor Invoice Form, available from the County. Subject to the other provisions of the Contract, the County generally will pay such an invoice within thirty (30) days of receiving it.
  - 4.4 The County will submit payments for work performed to;  
  
The Department of Human Services will prepare an interdepartmental transfer and make payment to Kitsap County Superior Court.
  - 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 ten (10) days following notice from the County, the County
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may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

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

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

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

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

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

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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.

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

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

#### 7.5 **Miscellaneous Insurance Provisions**

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

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

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

Hannah Shockley, Human Services Planner  
Program, Kitsap County Department of Human Services

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614 Division Street, MS-23  
Port Orchard, WA 98366

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

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

## **SECTION 8. TERMINATION**

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

## **SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

## **SECTION 10. INDEPENDENT CONTRACTOR**

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

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

#### **SECTION 11. COMPLIANCE WITH LAWS**

- 11.1 The Contractor, its employees, assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status or the presence of disability.
  - 11.2 The Contractor, its employees, assignees, delegates and subcontractors will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.
  - 11.3 The Contractor and its subcontractors, employees, agents, assignees and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
  - 11.4 Religious Activities. If the Contractor is a faith-based or religious organization, it retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. Such a Contractor, however, may not use any funding provided under this Agreement to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may such a Contractor condition the provision of services provided pursuant to this Agreement upon a participant's engaging in any such explicitly religious activities.
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## **SECTION 12. DOCUMENTATION AND OWNERSHIP OF MATERIALS**

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

## **SECTION 13. PATENT/COPYRIGHT INFRINGEMENT**

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

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## **SECTION 14. DISPUTES**

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

## **SECTION 15. CONFIDENTIALITY**

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

## **SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE**

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

## **SECTION 17. MISCELLANEOUS**

- 17.1 **Authority.** The Contractor certifies that it has the legal authority to apply for the funds covered under this Contract.
  - 17.2 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
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- 17.3 **Remedies.** All remedies provided for in this Contract will be construed as cumulative and will be in addition to any other remedies provided by law.
- 17.4 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.5 **Conflict of Interest.** The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.
- 17.6 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representative from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.7 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Contract.
- 17.8 **Publication.** The Contractor will not publish any results of the works performed under this Contract without the advance written permission of the County.
- 17.9 **County Review.** The County may, at reasonable times, review and monitor the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Board of County Commissioners, or its respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by County agents or employees, and the inspection of all records or other materials which the County deems pertinent to the Contract and its performance, except those deemed confidential by law.
- 17.10 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.11 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts
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with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

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

Attachment A – Special Terms and Conditions  
Attachment B – Statement of Work  
Attachment C – Budget Summary/Estimated Expenditures  
Attachment D – Prevailing Wage

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

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

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

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## **ATTACHMENT A: SPECIAL TERMS and CONDITIONS**

### **1/10<sup>th</sup> of 1% Mental Health, Chemical Dependency and Therapeutic Courts**

#### **Purpose**

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

#### **Collaboration and Collective Impact**

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

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

#### **Identification and Coordination of Available Funding Sources**

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

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**Requirements.**

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

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

**Services and Activities to Ethnic Minorities and Diverse Populations**

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

**Audit Requirements**

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



## **ATTACHMENT B: STATEMENT OF WORK**

### **Kitsap County Superior Court**

#### **Background**

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

#### **Project Description**

This project will provide behavioral health services within the Therapeutic Courts and Outpatient Treatment level of the continuum of care and addresses the following strategic goals:

- Reduce the number of people in Kitsap County who recycle through our 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.

The Adult Drug Court and Veterans Treatment Court programs use a collaborative approach to address criminal defendants challenged with substance abuse and to holistically restore these individuals so that they may more fully contribute to the community. Because the Treatment Courts combine the criminal justice system with clinical treatment, the programs rely heavily upon the collaboration of multiple agencies. These include the Superior Court, the Kitsap County Prosecutor's Office, the local Office of Public Defense, the Kitsap Recovery Center (KRC), West Sound Treatment Center, Agape Unlimited, the Kitsap County Sheriff's Office and multiple Veterans Services. This project will incorporate mental health services in order to expand the opportunity for comprehensive recovery services for drug court participants and employ a Vocational Navigator at West Sound Treatment Center to provide vocational assessment, case management and career-building skills.

#### **Project Activities**

This project will continue provisions for, (150), the number of treatment slots in the Adult Drug Court Program for criminal defendants who require substance abuse and/or mental health treatment through the delivery of expanded services, and to augment a time-tested therapeutic court program with resources, primarily mental health services, that further address the local service gaps outlined in the 2021 Behavioral Health

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Strategic Action Plan. The Superior Court will also provide a Veterans Treatment Court comprised of twenty-five (25) treatment slots dedicated specifically for veterans who are facing criminal charges, and who require substance abuse and/or mental health treatment through the delivery of expanded services. An additional goal is to develop a more robust data collection and evaluation effort that will effectively measure the performance of the Adult Drug Court and Veterans Treatment Court.

The Superior Court will fund the following positions through the Treatment Sales Tax.

1. **Treatment Court Therapist** – Two (2) FTE will provide mental health therapy and care coordination services for adults who are part of Drug Court in collaboration with Kitsap County.
2. **Vocational Navigator** – One (1) FTE will provide individual vocational counseling, group educational workshops and vocational guidance services, and the direct supervision of the Vocational Navigators.
3. **Adult Drug Court Office Support Coordinator** – One (1) FTE will coordinate special projects, arrangements and activities that require contacts within and outside the office; prepare charts, graphs, brochures, and presentations.
4. **Adult Drug Court Program Specialist** – One (1) FTE to serve in a supporting role as a resource for work teams handling multi-disciplinary or technically challenging projects and programs. Incumbents act as a program liaisons and support drug court participants and outside stakeholder entities regarding functions of the program; interpret, review and apply program specific policies, procedures and regulations; assess program needs; and assist in the development courses of action to carry out program activities.

**Veterans Treatment Court Program Specialist** – (.5 FTE) Treatment Court Program Specialist will serve in a supporting role as a resource for work teams handling multi-disciplinary or technically challenging projects and programs. Incumbents act as program liaisons and support veterans court participants and outside stakeholder entities regarding functions of the program; interpret, review and apply program specific policies, procedures and regulations; assess program needs; and assist in developing courses of action to carry out program activities.

### Project Design

The Kitsap County Treatment Courts utilize the 10 key components as outlined by the National Association of Drug Court Professionals. The 10 key treatment court components include:

- Integration of alcohol and other drug treatment services with justice system case processing.
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- Use of a non-adversarial approach, with prosecution and defense counsel promoting public safety while protecting participants' due process rights.
- Early identification of eligible participants and prompt placement into drug court program.
- Access to a continuum of alcohol, drug and other related treatment and rehabilitation services.
- Abstinence monitored by frequent alcohol and other drug testing.
- Coordinated strategy governs drug court responses to participants' compliance.
- Ongoing judicial interaction with each drug court participant.
- Monitoring and evaluation, measuring the achievement of program goals and gauging effectiveness.
- Continuing interdisciplinary education to promote effective planning, implementation and operations.
- Forging of partnerships among drug courts, public agencies, and community-based organizations to generate local support and enhance drug court program effectiveness.

### **Project Outcomes and Measurements**

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

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

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

Goal #1: Individuals successfully complete therapeutic drug court.

Objective #1: Maintain termination rate to no more than 20% by December 31, 2024.

Goal #2: Achieve high level of satisfaction.

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Objective #2: 75% of participants report moderate to high level of satisfaction with services.

Objective #3: 40% of Adult Drug Court participants receive ongoing (engaged with therapist) psychiatric services.

Goal #3: Adult drug court participants gain needed skills for employment which help them to be successful in the program and decrease possibility of relapse.

Objective #4: 95% of new participants will be screened by the Vocational Navigator within the first 90 days of participation in the Adult Drug Court.

Goal #4: Individuals successfully become productive in the community.

Objective #5: 90% of all program participants are either employed and/or involved in educational/vocational services upon graduation from the Adult Drug Court.

Goal #5: To decrease the number of criminal justice contacts post-graduation.

Objective #6: 70% of individuals completing Drug Court will remain conviction-free during the 5 years post-graduation.

Goal #6: Decrease the number of positive urinalysis testing.

Objective #7: A reduction in the number of positive urinalysis testing for 80% of program participants who screen positive for substance use disorders: Overall.

Goal #7: Program participants receive appropriate Substance Use Disorder services while participating in the VTC.

Objective #8: 95% of program participants will be screened using the ASAM criteria within one month of admission into the VTC (due to availability at VA).

Objective #9: 95% of participants who screen positive for needing substance use treatment will be placed in services within two weeks of that determination.

Objective #10: 95% of participants' treatment plans reviewed and revised if necessary (if level of care changes) by clinical provider according to VA recommendation every ninety days to ensure the individual is receiving the clinically indicated level of treatment.

Goal #8: Reduce the number of positive urinalysis testing.

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Objective #11: A reduction in the number of positive urinalysis testing for 80% of program participants who screen positive for substance use disorders: Overall.

Goal #9: Treat mental health disorders as a result of reintegration post-deployment.

Objective #12: 95% of program participants will be screened (using PCL-M assessment) for military trauma within two weeks of acceptance into the VTC.

Objective #13: 90% of participants who screen positive for needing mental health services will be placed in treatment services within one month of assessment.

Objective #14: 70% of individuals completing VTC will remain conviction-free during the 5 years post-graduation.

Goal #10: Veteran's Treatment Court participants are able to complete requirements of court and graduate successfully.

Objective #15: Reduce termination rate to no more than 20% by December 31, 2024.

Objective #16: 75% of participants report moderate to high level of satisfaction with services.

Objective #17: All focus groups and/or interviews are coded for themes to reflect qualitative results.

### **Data Collection**

The Contractor will provide a Quarterly Report to the Kitsap County Human Services Department by April 30, July 31, October 31, 2025, and January 31, 2026 each year funding is received under this grant detailing progress made on program outcomes during the quarter, what other funding sources have been investigated, and what the future potential for alternative funding is. In addition, outcomes identified in the Evaluation Plan for Mental Health, Chemical Dependency and Therapeutic Court Programs will be reported.

### **Billing and Payment**

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

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

Reimbursement Request – Upon Completion of each month, the Contractor must provide to the County a written explanation of expenditures which are less than 90% of, or more than 115% of, the year-to-date budgeted total.

All payments to be made by the County under this contract shall be made to:

Kitsap County Superior Court  
614 Division Street, MS-24  
Port Orchard, WA 98366

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



**ATTACHMENT C: BUDGET SUMMARY/ESTIMATED EXPENDITURES**

**Total Budget Amount \$ 724,684**

**C-1: Budget Adult Drug Court Amount \$637,659**

**C-2: Budget Veterans Treatment Court Amount \$87,025**





C-1

**Kitsap County Human Services Department**  
Expenditure Plan: January 1, 2025 - December 31, 2025

Agency Name: Kitsap County Superior Court  
Project Name: Adult Drug Court  
Contract: MHCDTC Contract # KC-031-25

Contract Line item	1/1/2025 3/31/2025	4/1/2025 6/30/2025	7/1/2025 9/30/2025	10/1/2025 12/31/2025	Total Budget
<b>Personnel</b>	\$ 51,983.00	\$ 51,983.00	\$ 51,983.50	\$ 51,983.50	\$ 207,933.00
Manager and Staff (Program Related)	37,715.50	37,715.50	37,716.00	37,716.00	150,863.00
Fringe Benefits	14,267.50	14,267.50	14,267.50	14,267.50	57,070.00
<b>Supplies &amp; Equipment</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	-	-	-	-	-
Office Supplies	-	-	-	-	-
Other (Describe):	-	-	-	-	-
<b>Administration</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Advertising/Marketing	-	-	-	-	-
Audit/Accounting	-	-	-	-	-
Communication	-	-	-	-	-
Insurance/Bonds	-	-	-	-	-
Postage/Printing	-	-	-	-	-
Training/Travel/Transportation	-	-	-	-	-
% Indirect	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
<b>Operations &amp; Maintenance</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	-	-	-	-	-
Maintenance Contracts	-	-	-	-	-
Maintenance of Existing Landscaping	-	-	-	-	-
Repair of Equipment and Property	-	-	-	-	-
Utilites	-	-	-	-	-
Other (Describe):	-	-	-	-	-
<b>Other</b>	\$ 107,431.50	\$ 107,431.50	\$ 107,431.50	\$ 107,431.50	\$ 429,726.00
Debt Service	-	-	-	-	-
Other (Describe): KMHS	60,031.50	60,031.50	60,031.50	60,031.50	240,126.00
Other (Describe): West Sound Trtmt	34,459.50	34,459.50	34,459.50	34,459.50	137,838.00
Other (Describe): SCRAM systems	6,250.00	6,250.00	6,250.00	6,250.00	25,000.00
Other (Describe): Averhealth UA's	\$ 6,690.50	\$ 6,690.50	\$ 6,690.50	\$ 6,690.50	\$ 26,762.00
<b>Project Budget Total</b>	<b>\$ 159,414.50</b>	<b>\$ 159,414.50</b>	<b>\$ 159,415.00</b>	<b>\$ 159,415.00</b>	<b>\$ 637,659.00</b>

**Kitsap County Human Services Department**  
**Expenditure Plan: January 1, 2025 - December 31, 2025**

**Agency Name:** Kitsap County Superior Court  
**Project Name:** Veterans Treatment Court  
**Contract:** MHCDTC    **Contract #** KC-031-25

<b>Contract Line item</b>	<b>1/1/2025 3/31/2025</b>	<b>4/1/2025 6/30/2025</b>	<b>7/1/2025 9/30/2025</b>	<b>10/1/2025 12/31/2025</b>	<b>Total Budget</b>
<b>Personnel</b>	<b>\$ 12,659.00</b>	<b>\$ 12,659.00</b>	<b>\$ 12,659.00</b>	<b>\$ 12,659.00</b>	<b>\$ 50,636.00</b>
Manager and Staff (Program Related)	9,141.50	9,141.50	9,141.50	9,141.50	36,566.00
Fringe Benefits	3,517.50	3,517.50	3,517.50	3,517.50	14,070.00
<b>Supplies &amp; Equipment</b>	<b>\$ 375.00</b>	<b>\$ 375.00</b>	<b>\$ 375.00</b>	<b>\$ 375.00</b>	<b>\$ 1,500.00</b>
Equipment	-	-	-	-	-
Office Supplies	250.00	250.00	250.00	250.00	1,000.00
Other (Describe): Food/refreshmts	125.00	125.00	125.00	125.00	500.00
<b>Administration</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Advertising/Marketing	-	-	-	-	-
Audit/Accounting	-	-	-	-	-
Communication	-	-	-	-	-
Insurance/Bonds	-	-	-	-	-
Postage/Printing	-	-	-	-	-
Training/Travel/Transportation	-	-	-	-	-
% Indirect	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
<b>Operations &amp; Maintenance</b>	<b>\$ 6,000.00</b>	<b>\$ 6,000.00</b>	<b>\$ 6,000.00</b>	<b>\$ 6,000.00</b>	<b>\$ 24,000.00</b>
Janitorial Service	-	-	-	-	-
Maintenance Contracts	-	-	-	-	-
Maintenance of Existing Landscaping	-	-	-	-	-
Repair of Equipment and Property	-	-	-	-	-
Utilites	-	-	-	-	-
Other (Describe): Off of Public Def	6,000.00	6,000.00	6,000.00	6,000.00	24,000.00
Other (Describe):	-	-	-	-	-
<b>Other</b>	<b>\$ 2,722.25</b>	<b>\$ 2,722.25</b>	<b>\$ 2,722.25</b>	<b>\$ 2,722.25</b>	<b>\$ 10,889.00</b>
Debt Service	-	-	-	-	-
Other (Describe): SCRAM systems	2,000.00	2,000.00	2,000.00	2,000.00	8,000.00
Other (Describe): Averhealth UA's	722.25	722.25	722.25	722.25	2,889.00
<b>Project Budget Total</b>	<b>\$ 21,756.25</b>	<b>\$ 21,756.25</b>	<b>\$ 21,756.25</b>	<b>\$ 21,756.25</b>	<b>\$ 87,025.00</b>

## **ATTACHMENT D: PREVAILING WAGE**

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

### **General**

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

### **Over \$2,500**

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

### **\$2,500 or Less**

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

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## Statement of Intent

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

