

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

Contract Number: KC-032-25

Contractor: Kitsap County Prosecuting Attorney's Office

Amount: \$397,112

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

CFDA#: Not applicable

Purpose: This project will provide funding for two experienced deputy prosecuting attorneys and one legal assistant to the Therapeutic Court Unit. The Therapeutic Court Unit will be responsible for all therapeutic-court prosecutorial responsibilities for the two hundred (200) participants.

This contract is made between Kitsap County Prosecuting Attorney's Office (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.

Dated this 23 day of December, 2024.

**CONTRACTOR
KITSAP COUNTY PROSECUTING
ATTORNEY'S OFFICE**



Chad M. Enright, Kitsap County
Prosecutor

Dated this 13 day of January, 2025.

**KITSAP COUNTY BOARD OF
COMMISSIONERS**



CHRISTINE ROLFES, Chair



ORAN ROOT, Commissioner



KATHERINE T. WALTERS, Commissioner

Dated this 26 day of December, 2024.

**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



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

CONTRACT GENERAL TERMS AND CONDITIONS

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

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

Chad M. Enright, Kitsap County Prosecutor
Kitsap County Prosecuting Attorney's Office
614 Division Street, MS-35
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 \$397,112. 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 Prosecuting Attorney's Office.
 - 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

misconduct of the County or its elected or appointed officials, officers or employees. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This indemnification provision shall survive the expiration or termination of the Contract.

SECTION 7. INSURANCE

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

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

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

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

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

Not Applicable.

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

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

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.

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.

ATTACHMENT A: SPECIAL TERMS and CONDITIONS

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

Purpose

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

Collaboration and Collective Impact

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

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

Identification and Coordination of Available Funding Sources

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

Requirements.

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

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

Services and Activities to Ethnic Minorities and Diverse Populations

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

Audit Requirements

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



ATTACHMENT B: STATEMENT OF WORK

Kitsap County Prosecuting Attorney's Office

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 Therapeutic Court Unit (TCU) will have two experienced deputy prosecuting attorneys and one legal assistant. The TCU will be responsible for all therapeutic-court prosecutorial responsibilities and handle all therapeutic courts as a cohesive and integrated team with the two deputy prosecuting attorneys (DPAs) dividing up primary responsibility for each of the six courts and the legal assistant handling all administrative functions. The TCU will act as a centralized-referral unit for all the therapeutic courts.

Project Activities

The Therapeutic Court Unit will be comprised of two (2) FTE deputy prosecuting attorneys (DPAs) and one (1) FTE legal assistant. The Therapeutic Court Unit will be a part of the Felony Division within the Prosecutor's Office.

The two (2) FTE DPAs will be responsible for initial review and determination of eligibility of all therapeutic-court referrals. Each FTE DPA will be assigned approximately 50 percent of the therapeutic courts with Drug Court weighted to account for 200 participants. The two (2) FTE DPAs will attend the staffing and calendars for their assigned courts, respond to motions, attend contested hearings, and litigate all contested matters completely and thoroughly, as well as collaborate as a team, which includes one (1) FTE legal assistant.

The one (1) FTE Legal Assistant will be responsible for all case processing for Felony Drug Court, Veterans Court, Residential Drug Offender Sentencing Alternative Court (ResDOSA), Behavioral Health Court, Felony Diversion Court, and Human Trafficking Diversion Court, including but not limited to, initial victim contact, preparing cases, pulling calendars, attending hearings, preparing cases for graduation, providing weekly status reports, running reports, processing supplementals, processing victim impact statements, creating restitution orders.

Project Design

Strategic Plan Goals:

By diverting defendants from the traditional criminal prosecution process of jury trial or guilty plea and sentencing, instead offering them structure and intensive substance use disorder or mental health treatment services, successful defendants remove themselves from future involvement in the criminal justice system. If the underlying reason they become criminally involved in the system is a treatable disorder, providing the necessary treatment eradicates at the source the reason they became involved in the first place.

Participants apply the tools they learn in the program to refrain from committing crimes in the future. One requirement of drug court called “Moral Reconciliation Therapy” (MRT), is designed to address criminal thinking that leads to unlawful behavior. MRT helps identify different ways of thinking to replace old habits and to develop healthier approaches to life’s inevitable conflicts. Through MRT, participants learn new, non-criminal ways to address problems that they can apply to future instances of conflict.

Many therapeutic court participants did not have medical insurance coverage prior to joining the programs. Moreover, they often ignored routine or preventative care recommendations, only visiting a doctor if the situation became urgent. Most of the Behavioral Health Court clients, when seeking medical or mental health help prior to joining the program, would utilize emergency rooms and crisis centers because they knew they would not be turned away. One of the first activities a new drug court participant is required to do is to meet with an insurance navigator to establish state health care. By getting new participants enrolled in the state system’s coverage, and by teaching participants how to advocate for themselves, set appointments, and be proactive about their care, the frequency of this type of costly and avoidable utilization of services reduces substantially.

The project will follow the National Association of Drug Court Professions Adult Drug Court Best Practice Standards including:

- Use of collaborative, non-adversarial team approach with prosecution, defense, Drug Court team (chemical dependency counselors, treatment aides, educational
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and vocational training counselor, behavioral health counselor, etc.), Behavioral Health Court team (Behavioral Health Specialists, chemical dependency treatment services, etc.), and judge presence at staffing, while promoting public safety and protecting constitutional rights of participants;

- Access to continuum of care for mental health and chemical dependency treatment, and other related services;
- Coordinated, individuated response to participants' compliance or non-compliance;
- Abstinence monitored by random Urinalysis and/or other testing;
- Early identification of potential candidates and address program entry barriers;
- Multi-disciplinary team partnerships created and maintained;
- Judicial interaction/connection made with each participant;
- System of rewards/incentives created;
- Consequences/sanctions are on graduated/progressive basis, are consistent, fair and proportionate to the violation, and designed to create a learning moment (e.g., written assignment in lieu of jail);
- All team members continue inter-disciplinary education regularly to stay abreast of current law and research on best practices;
- Continued monitoring, evaluation and strategic planning to promote effective practice, procedure and operations,
- Ensuring that historically disadvantaged groups have equal access, and are provided the same opportunities, to participate in the appropriate therapeutic court.

Project Outcomes and Measurements

Kitsap County Prosecutor's Office 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 Prosecutor's Office 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: Reduce perpetual cycle of those in the criminal justice system stuck in the “revolving door” of the courts and jails by diverting appropriate cases from the traditional prosecution track.

Objective #1: Increase participant numbers by reviewing and approving for entry all appropriate candidates.

Objective #2: Reduce or maintain average number of days of 5 days from receipt of application to when attorney reviews for eligibility.

Objective #3: Average days from the receipt of application to entry date (no goal due to no control of days from attorney review to entry date).

Goal #2: Provide satisfactory services to participants.

Objective #4: 75% of program participants agree or strongly agree that they are satisfied with program services.

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.

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 Prosecuting Attorney's Office
614 Division Street, MS-35
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



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

Agency Name: Kitsap County Prosecutor
Project Name: Alternatives to Prosecution
Contract: \$397,112 Contract # KC-032-25

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
Personnel	\$ 104,579.00	\$ 104,579.00	\$ 104,579.00	\$ 83,375.00	\$ 397,112.00
Manager and Staff (Program Related)	79,222.00	79,222.00	79,222.00	63,107.00	300,773.00
Fringe Benefits	25,357.00	25,357.00	25,357.00	20,268.00	96,339.00
Supplies & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	-	-	-	-	-
Office Supplies	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Administration	\$ -	\$ -	\$ -	\$ -	\$ -
Advertising/Marketing	-	-	-	-	-
Audit/Accounting	-	-	-	-	-
Communication	-	-	-	-	-
Insurance/Bonds	-	-	-	-	-
Postage/Printing	-	-	-	-	-
Training/Travel/Transportation	-	-	-	-	-
% Indirect	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	-	-	-	-	-
Maintenance Contracts	-	-	-	-	-
Maintenance of Existing Landscaping	-	-	-	-	-
Repair of Equipment and Property	-	-	-	-	-
Utilites	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Project Budget Total	\$ 104,579.00	\$ 104,579.00	\$ 104,579.00	\$ 83,375.00	\$ 397,112.00

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.

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.
