



Request for Proposal 2019-159

Mental Health Services for the Adult Drug Court, Veterans Treatment Court, and Family Dependency Drug Court Kitsap County Superior Court

Response Deadline: Thursday, November 14, 2019, 3:00 PM

Project Description

The Kitsap County Superior Court is soliciting bids from potential vendors to provide mental health counseling services for Adult Drug Court, Veterans Treatment Court, and Family Dependency Drug Court participants to assist them in treating their mental health issues in order to successfully graduate from these therapeutic programs.

Scope of Work:

Weekly Mental Health services are required for up-to fifty (50) adults participating in the Adult Drug Court and may be required of certain adult participants in the Family Dependency Drug Court and/or veterans in the Veterans Treatment Court. Services will be provided through December 31, 2020.

Services will be funded through the Mental Health, Substance Abuse and Treatment Court Sales Tax for services until December 31, 2020. Continuation of services beyond December 31, 2020 is conditioned upon further sales tax grant awards.

The Superior Court is interested in contracting for one (1) full-time Masters-level Mental Health Professional to provide the following for assigned Adult Drug Court and Veterans Treatment Court participants.

The Contractor will provide therapy and care coordination services for adults and veterans who are participants in the Kitsap County Superior Court Adult Drug Court (ADC), Veterans Treatment Court (VTC), and/or the Family Dependency Drug Court (FDDC) in collaboration with the Kitsap County Superior Court adult treatment court teams.

The Contractor's responsibilities and duties are as follows:

1. To provide one MA level therapist meeting the minimum qualifications set forth below who will:

- a. Provide effective and efficient clinical services, using evidence-based treatment protocols, to adults who are participating in the ADC, VTC and FDDC treatment court programs.
- b. Conduct mental health screenings on individuals applying to the treatment court who have identified they are currently or previously engaged with mental health services, and/or are prescribed psychiatric medications.
- c. Provide Mental Health and Co-Occurring Disorder treatment services including outreach, as clinically indicated, to treatment court participants.
- d. Provide direct services for participants at risk for and with co-occurring disorders utilizing recommended Co-Occurring Disorder treatment practices. Services may include individual therapy, group therapy, psycho-educational workshops, skill-building groups, family counseling, and crisis intervention.
- e. Utilize motivational interviewing, stages of change theory, family and system focused interventions, stage-wise treatment strategies to intervene and motivate participants.
- f. Conduct mental health assessments to aid in treatment planning, utilizing clinically appropriate instruments.
- g. Provide mental health and co-occurring disorder consultation and training for ADC, VTC and FDDC staff to assist in integration of mental health and substance use services within the court system.
- h. Work collaboratively with internal and external partners including: social service agencies, the court system, the VA, multiple treatment agencies, the medical community, and other treatment providers to assist participants in their recovery process and to ensure the continuity and quality of care.
- i. Function as a supportive member of the various program teams and participate constructively in problem solving and clinical decision making.
- j. Demonstrate a working knowledge of psychotropic medications and their side effects, and contraindications with drugs of abuse and report any relevant observations to medical personnel and/or the program teams.
- k. Monitor assigned participants for compliance with treatment related court ordered requirements. Follow all WACS and RCWs required in dealing with participants. Provide appropriate legal documents and weekly reports as required.
- l. Pursue professional growth and development by seeking out learning opportunities and integrating new learning into daily work practice. Maintain working knowledge of Evidence Based Practices, current Co-occurring Disorder treatment recommendations and trends in community mental health, including health care reform.
- m. Complete and maintain all required appropriate clinical and administrative records in a timely manner.

- n. Provide crisis intervention services when necessary.
- o. Participate in weekly pre-court meetings and hearings for the Adult Drug Court, Veterans Treatment Court, and Family Dependency Drug Court.
- p. Assess, treat, and/or refer adults for additional services when identified by the Court and the treatment court teams.
- q. Facilitate delivery of intensive mental health and chemical dependency treatment from the onset of the adult participant's engagement with the Court.

The vendor's summary of qualifications should include, at a minimum:

Master's degree in counseling/psychology or related field required. Two years' experience working with adults and veterans preferred. Adult Mental Health Specialist and certification preferred. Prefer Chemical Dependency Professional certification or experience in co-occurring disorders treatment, individual and group therapy, or substance abuse treatment. Requires valid WA State Driver's License in good standing, and reliable, insured transportation.

Submission of Proposals:

- A cover sheet that details pertinent contact information (e.g., agency name, contact name, address, phone and fax numbers, email address, and business license number);
- A quote for services, including detail of what will be provided;
- A summary of the agencies history and experience providing the same or similar services in local government settings;
- No less than 3 references to agencies receiving the same or similar services.

The vendor shall provide five (5) copies of its proposal.

Proposals must be received at the address noted below no later than 3:00 PM Thursday, November 14, 2019. Responders are solely responsible for ensuring that proposal is delivered on time.

Responses received after the due date and time may be returned unopened. Please submit bids to the following contact person:

Please submit by mail to:

Vicki Martin, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR For hand delivery, express or courier:

Vicki Martin, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

ADDENDUM RECEIPT

Receipt of the following addendum to this solicitation is hereby acknowledged:

<u>Addendum Number</u>	<u>Date of Receipt Addendum</u>	<u>Signed Acknowledgement</u>
1	_____	_____
2	_____	_____
3	_____	_____

NOTE: Failure to acknowledge receipt of any amendment may be considered an irregularity in the bid.

CONTRACT NO.

[TITLE]

This Professional Services Contract (“Contract”) is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 (“County”) and , a _ having its principal offices at (“Contractor”).

In consideration of the terms and conditions of this Contract, the parties agree as follows:

SECTION 1. TERM AND EFFECTIVE DATE

1.1 The Contract will become effective and terminate , unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total of . 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

2.1. Scope of Work. The Contractor shall provide all “Services” identified in Attachment A: (Scope of Work), which is incorporated herein by reference. The Contractor shall provide its own equipment, labor, and materials.

2.2. Contract. “Contract” means this Contract and any exhibits, amendments, and solicitation documents accepted by the County, and Attachments A (Scope of Work), B (Compensation) All such documents are incorporated herein in full by this reference.

2.3. Personnel. The Contractor shall have and maintain complete responsibility for its Personnel. “Personnel” means Contractor and Contractor’s employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any Services under the Contract. The Contractor shall promptly remove any Personnel performing Services on request from the County Representative.

2.4. Standards. The Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances; and iii) all Services shall be performed to the County’s reasonable satisfaction and according to the schedule agreed to by the parties.

2.5. Communication. The Contractor shall keep the County informed of the progress of the Services in the manner, method, and intervals requested by the County.

SECTION 3. COMPENSATION AND PAYMENT

3.1. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed \$. A description of the compensation is provided in Attachment B: Compensation, which is incorporated herein by reference.

- 3.2. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.
- 3.3. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 3.4. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to the Contractor unless otherwise provided herein.
- 3.5. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

SECTION 4. TERMINATION

- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.
- 4.2. For Funding issues. If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.
- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

SECTION 5. INDEMNIFICATION

- 5.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors,

or omissions of the Contractor, its Personnel, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.

- 5.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.
- 5.4. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, and damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Contract performance or use by the County of materials furnished or work performed under the Contract.
- 5.5. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date, and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of this Section, including improper refusal to accept tender, is a material breach.

SECTION 6. INSURANCE

- 6.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 6.2. Professional Liability. Not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage or 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.
- 6.3. Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.
- 6.4. Automobile Liability.
- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
 - Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
 - Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- 6.5. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- 6.6. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 6.7. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 6.8. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 6.9. Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- 6.10. Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

- 6.11. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- 6.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES

- 7.1. Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) 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. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

County's Contract Representative

Name:

Title:

Address:

Phone:

Email:

Contractor's Contract Representative

Name:

Title:

Address:

Phone:

Email:

SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR

- 8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.

- 8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.
- 8.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall have complete responsibility and control over its Personnel. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH

- 9.1. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract shall be the sole and absolute property of the County. All such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of the Contract.
- 9.2. Confidential Information/Breach. The Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by the Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County's prior written consent. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.

SECTION 10. REPRESENTATIONS AND RECORDS

- 10.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 10.2. Licenses, Permits and Taxes. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 10.3. Compliance. The Contractor and its Personnel, and the Services provided by the Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, the Contractor and its Personnel shall submit to a background check as directed by the County.
- 10.4. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.
- 10.5. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.
- 10.6. Advertising, Logo. The Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County's prior written consent.

- 10.7. Audit and Record Retention. The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

SECTION 11. RIGHTS AND REMEDIES

- 11.1. Failure to Perform. If County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days' following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of the County.
- 11.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend, or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.
- 11.4. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.
- 11.5. Right of Off-Set; Reimbursement. The County will be entitled to offset against any sums due the Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to the Contractor's nonconforming performance or failure to perform the Services under the Contract.
- 11.6. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 11.7. Breach. In the event of a material breach by the Contractor, the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring such Services in substitution for those due from the Contractor under the Contract.

SECTION 12. GOVERNING LAW, DISPUTES

- 12.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 12.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's Contract Representative. All decisions of the County's contract Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 13. PREVAILING WAGE

SECTION 14. GENERAL PROVISIONS

- 14.1. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 14.4. No Third Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.
- 14.5. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 14.6. Counterparts. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 14.7. Non-Exclusive Contract. The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
- 14.8. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).

14.9. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.

14.10. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this ____ day of _____, 2019

Dated this ____ day of _____, 2019

KITSAP COUNTY, WASHINGTON

Signature

Print Name

Title

Dated this ____ day of _____, 2019

Dated this ____ day of _____, 2019

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

Signature

EDWARD E. WOLFE, CHAIR

Print Name

CHARLOTTE GARRIDO, COMMISSIONER

Title

ROBERT GELDER, COMMISSIONER

ATTEST:

Dana Daniels, CLERK OF THE BOARD

EXHIBIT A: DESCRIPTION OF SERVICES

The Contractor will provide therapy and care coordination services for adults and veterans who are participants in the Kitsap County Adult Drug Court (ADC), Veterans Treatment Court (VTC), and Family Dependency Drug Court (FDDC) in collaboration with Kitsap County Superior Court treatment court teams.

The Contractor's responsibilities and duties are as follows:

2. Provide one MA level therapist meeting the minimum qualifications set forth below who will:
 - a. Provide effective and efficient clinical services, using best practice standards, to adults who are participating in the ADC, VTC, and FDDC programs.
 - b. Conduct mental health screenings on individuals applying to the treatment court who have identified they are currently or previously engaged with mental health services, and/or are prescribed psychiatric medications.
 - c. Provide Mental Health and Co-Occurring Disorder treatment services including outreach, as clinically indicated, to treatment court participants and their families.
 - d. Provide direct services for participants at risk for and with co-occurring disorders utilizing recommended Co-Occurring Disorder treatment practices. Services may include individual therapy, group therapy, psycho-educational workshops, skill-building groups, family counseling, and crisis intervention.
 - e. Utilize motivational interviewing, stages of change theory, family and system focused interventions, stage-wise treatment strategies to intervene and motivate participants.
 - f. Conduct mental health assessments and chemical dependency assessments to aid in treatment planning, utilizing clinically appropriate instruments.
 - g. Provide mental health and co-occurring disorder consultation and training for ADC, VTC, and FDDC staff to assist in integration of mental health and substance use services within the court system.
 - h. Work collaboratively with internal and external partners including: social service agencies, the court system, the VA, multiple treatment agencies, the medical community, and other treatment providers to assist participants in their recovery process and to ensure the continuity and quality of care.
 - i. Function as a supportive member of the various program teams and participate constructively in problem solving and clinical decision making.
 - j. Demonstrate a working knowledge of psychotropic medications and their side effects and contraindications with drugs of abuse and

report any relevant observations to medical personnel and/or the program teams.

- k. Monitor assigned participants for compliance with court-ordered, treatment-related requirements and related mandates. Follow all WACS and RCWs required of mandated participants. Provide appropriate legal documents and monthly reports as required.
- l. Pursue professional growth and development by seeking out learning opportunities and integrating new learning into daily work practice. Maintain working knowledge of evidence-based practices, current co-occurring disorder treatment recommendations and trends in community mental health, including health care reform.
- m. Complete and maintain all required appropriate clinical and administrative records in a timely manner.
- n. Provide crisis intervention services when necessary.
- o. Participate in weekly pre-court meetings and hearings for Adult Drug Court, Veterans Treatment Court, and Family Dependency Drug Court.
- p. Assess, treat, and/or refer adults for additional services when identified by the Court and treatment court team(s).
- q. Facilitate delivery of intensive mental health and chemical dependency treatment from the onset of the adult participant's engagement with the Court.

MINIMUM QUALIFICATIONS: Master's degree in counseling/psychology or related field required. Two years' experience working with adults and veterans preferred. Adult Mental Health Specialist and certification preferred. Prefer Chemical Dependency Professional certification or experience in co-occurring disorders treatment, individual and group therapy, or substance abuse treatment. Requires valid WA State Driver's License in good standing, and reliable, insured transportation.

EXHIBIT B: COMPENSATION

The agreed upon compensation to be paid to the Contractor pursuant to this Contract shall not exceed \$xx,xxx.00, as reflected below:

- MA level therapist at 1.0 FTE = \$xx,xxx.00 through December 31, 2020.

Total costs = \$xx,xxx.00

All random urinalysis testing and tests for alcohol performed in accordance with Exhibit A of this Agreement shall be paid directly to the testing entity by the Kitsap County Superior Court, and such costs are independent of this Agreement.

Invoices shall be sent on a monthly basis and include the current dollar amount being invoiced with the time period, year to date, dollar amount invoiced, and the remaining balance of contract. All invoices must also reflect the contract number. Invoices should be remitted monthly to: Kitsap County Superior Court, Attn: Court Administrator, 614 Division Street, MS-24, Port Orchard, WA 98366.

EXHIBIT C: DISCLOSURE OF CRIMINAL BACKGROUND

EXHIBIT C: Continued DISQUALIFYING CRIMES AGAINST PERSONS

Listed below are the crimes that disqualify an applicant from appointment to a position that requires a Washington State Patrol Check, pursuant to RCW 43.43.830, RCW 43.43.842 and KCJFCS policy. The duties and responsibilities of these positions include the requirement of unsupervised contact with youth, developmentally disabled persons or vulnerable adults. Unless specifically noted below, these crimes have no time limitations related to employment eligibility.

EXHIBIT C - DISCLOSURE OF CRIMINAL BACKGROUND

- A. Pursuant to the requirements of RCW 43.43.830 - RCW 43.43.845 and KCJFCS policy, we are required to ask you to disclose the following information and to submit an inquiry to the Washington State Patrol to verify the information. The conviction for any of the crimes identified herein may disqualify an applicant/contractor permanently or temporarily, depending on the offense, from selection for a position/contract if the duties and responsibilities of the position includes unsupervised contact with youth, developmentally disabled persons or vulnerable adults. The information provided will be kept confidential.
1. Permanently Disqualifying Offenses (WAC 388-06A-0170): A felony conviction for any of the following: child abuse or neglect; spousal abuse; a crime against a child; child pornography; crimes involving violence; rape; sexual assault; homicide; any federal or any state conviction for an offense that would disqualify him/her from having unsupervised access to children or individuals with developmental disabilities in any home or facility under Washington law. This includes any federal or out-of-state conviction for an offense that would be disqualifying under Washington state laws.
 2. Disqualifying Offenses - if less than 5 years from conviction date (WAC 388-06A-0180): A felony conviction for any of the following: physical assault or battery offense not identified in WAC [388-06A-0170](#); Imitation Controlled Substances Act (chapter [69.52](#) RCW); Legend Drug Act (prescription drugs, chapter [69.41](#) RCW); Precursor Drug Act (chapter [69.43](#) RCW); Uniform Controlled Substances Act (chapter [69.50](#) RCW); or unlawfully manufacturing, delivering or possessing a controlled substance with intent to deliver, or unlawfully using a building for drug purposes. This includes any federal or out-of-state conviction for an offense that would be disqualifying under Washington state laws.
 3. Additional Disqualifying Factors: 1) Pending criminal matters, in state or out; 2) current probation or parole; or 3) currently under the jurisdiction of a court, including, but not limited to, such civil actions as No Contact and Restraining Orders.
- B. Please answer yes or no to the questions below. If you answer yes to any question, in the section C provide all information requested.

1. **Have you ever been convicted of a crime against children or other persons?** *A crime against children or other persons means any of the following offenses: Aggravated murder; first or second degree murder; first or second degree kidnapping; first, second or third degree assault; first, second or third degree assault of a child; first, second or third degree rape; first, second or third degree rape of a child; first or second degree robbery; first degree arson; first degree burglary; first or second degree manslaughter; first or second degree extortion; indecent liberties; incest; vehicular homicide; first degree promoting prostitution; communication with a minor; unlawful imprisonment; simple assault; sexual exploitation of minors; first or second degree criminal mistreatment; child abuse or neglect as defined in RCW 26.44.020; first or second degree custodial interference; first or second degree custodial sexual misconduct; malicious harassment; first, second or third degree child molestation; first or second degree sexual misconduct with a minor; commercial sexual abuse of a minor; child abandonment; promoting pornography; selling or distribution erotic material to a minor; custodial assault; violation of child abuse restraining order; child buying or selling; prostitution; patronizing a juvenile prostitute, felony indecent exposure; endangerment with a controlled substance, criminal abandonment; or any of these crimes as they may be renamed in the future. RCW 43.43.830(7)*
No **Yes** **If yes, describe below**

2. **Have you ever been convicted of a crime relating to financial exploitation if the victim was a child or vulnerable adult?** *A crime relating to financial exploitation means any of the following offenses: a conviction for first, second, or third degree extortion; first, second, or third degree theft; first or second degree robbery; forgery; or as defined in RCW 74.34.020, or any of these crimes as they may be renamed in the future. RCW 43.43.830 (9) & (10)* **No** **Yes** **If yes, describe below**

3. **Have you ever been convicted of a crime relating to drugs?** *A crime relating to drugs means a conviction of any of the following offenses: manufacture, delivery or possession with intent to manufacture or deliver a controlled substance, unlawfully using a building for drug purposes, violation of the Imitation Controlled Substances Act (chapter 69.52 RCW); Legend Drug Act (prescription drugs, chapter 69.41 RCW); Precursor Drug Act (chapter 69.43 RCW); Uniform Controlled Substances Act (chapter 69.50 RCW); or unlawfully manufacturing, delivering or possessing a controlled substance with intent to deliver, or unlawfully using a building for drug purposes. This includes any federal or out-of-state conviction for an offense under Washington state laws that would be disqualifying under this section*
No **Yes** **If yes, describe below**

4. Have you ever been found in a dependency action or domestic relations proceeding to have sexually assaulted, abused or exploited any minor, or to have physically abused a minor? **No** **Yes** **If yes, describe below**

5. Have you ever been found in any disciplinary board final decision to have sexually or physically abused or exploited any minor or developmentally disabled person or to have abused or financially exploited any vulnerable adult?

Print Full Name: _____

Signature: _____ Date: _____

I signed this document while in _____, Washington
(City or Town)

**EXHIBIT C: Continued
DISQUALIFYING CRIMES AGAINST PERSONS**

Identified below are the crimes that disqualify an applicant/contractor from a position/contract that requires a Washington State Patrol Check, pursuant to RCW 43.43.830, RCW 43.43.842 and KCJFCS policy. The duties and responsibilities of these positions include the requirement of unsupervised contact with youth, developmentally disabled persons or vulnerable adults. Unless specifically noted below, these crimes have no time limitations related to employment eligibility.

Aggravated Murder	Manufacture, Delivery or Possession with Intent to
Arson 1 st Degree	Manufacture or Deliver a Controlled Substance
Assault 1 st , 2 nd , and 3 rd Degree	1 st and 2 nd Degree
Assault 4 th Degree (3 or more years)* (Simple Assault)	Engaging a Juvenile Prostitute
Assault of a Child 1 st , 2 nd , and 3 rd Degree	Engaging Prostitution 1 st Degree
Burglary 1 st Degree	Engaging Pornography
Child Abandonment	Engaging Prostitution (3 years or more)*
Child abuse or neglect - RCW 26.44.020	Engaging Prostitution 1 st , 2 nd , and 3 rd Degree
Child buying or selling	Engaging Prostitution of a Child 1 st , 2 nd , and 3 rd Degree
Child Molestation 1 st , 2 nd , and 3 rd Degree	Engaging Prostitution 1 st and 2 nd Degree
Communication w/Minor	Selling/Distributing Erotic Material to a Minor
Commercial Sexual Abuse of a Minor	Exploitation of Minors
Criminal Abandonment	Misconduct w/a Minor 1 st and 2 nd Degree
Criminal Mistreatment 1 st & 2 nd Degree	Misconduct 1 st Degree
Custodial Assault	Misconduct 1 st Degree (5 years or more)*
Custodial Interference 1 st & 2 nd Degree	Misconduct 1 st Degree (3 years or more)*
Custodial Sexual Misconduct 1 st & 2 nd Degree	Sexual Imprisonment
Engaging with a Controlled Substance	Sexual Homicide
Engaging with a Controlled Substance on 1 st , 2 nd , & 3 rd Degree	Violation of Child Abuse Restraining Order
Felony Indecent Exposure	These crimes as may be renamed in the future.
Forgery (5 years or more)*	
Incest	Conviction of an equivalent crime in another
Indecent Liberties	jurisdiction (federal or any state)
Kidnapping 1 st and 2 nd Degree	Attempted & Conspiracy charges for charges noted
Malicious Harassment	

Manslaughter 1 st and 2 nd Degree	with a Domestic Violence or Sexual Motivation allegation included in the conviction
---	---

* The crimes above marked with an asterisk are not disqualifying as long as the conviction date is established to be 3 or 5 years prior to application.

Additional Disqualifying Factors: 1) Pending criminal matters, in state or out; 2) current probation or parole; or 2) currently under the jurisdiction of a court, including, but not limited to, such civil actions as No Contact and Restraining Orders.

WAC disqualifying charges felony convictions: Child abuse or neglect; spousal abuse; a crime against a child; child pornography; crimes involving violence; rape; sexual assault; homicide; and federal or any state conviction for an offense that would disqualify him/her from having unsupervised access to children or individuals with developmental disabilities in any home or facility under Washington law.