

**INTERLOCAL AGREEMENT BETWEEN
KITSAP COUNTY as the Administrative entity for the PENINSULA
REGIONAL SUPPORT NETWORK
AND
LOWER ELWHA KLALLAM TRIBE
FOR
MENTAL HEALTH SERVICES
KC-179-11**

This Interlocal Agreement between Kitsap County as the Administrative Entity for the PENINSULA REGIONAL SUPPORT NETWORK and the Lower Elwha Klallam Tribe (this "Agreement") is entered into by Kitsap County as the Administrative Entity for the PENINSULA REGIONAL SUPPORT NETWORK (the "PRSN"), a political subdivision of the State of Washington, and the Lower Elwha Klallam Tribe (the "Tribe"), a federally recognized Indian tribe, effective January 1, 2011.

RECITALS

WHEREAS, Kitsap County is the administrative entity for the Peninsula Regional Support Network, and

WHEREAS, Kitsap County, on behalf of the Peninsula Regional Support Network, has entered into an "RSN Agreement" with the State of Washington Department of Social and Health Services (the "State"), Division of Mental Health, under which the State provides funds to the County for the provision of services to mentally ill residents of Kitsap, Jefferson and Clallam Counties, and

WHEREAS, the County wishes to subcontract with the Tribe to enable the Tribe to provide enhanced mental health services to Lower Elwha Klallam tribal members and other non tribal members seeking services from the Tribal clinic, and

WHEREAS, the Tribe is willing to comply with all applicable contractual and program requirements contained in the State-County Grant Contracts; and

WHEREAS, the Tribe, being a sovereign government, has requested that the subcontract be in the form of an interlocal agreement and the State has encouraged the County to subcontract in that form; and

WHEREAS, the State has reviewed the form of this Agreement and found that it satisfies the County's subcontracting obligations under the State-County Grant Contracts;

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Statement of Work. The Tribe agrees to provide services in accordance with Exhibit A – Statement of Work.
2. Funding. The services to be performed will be funded by payment by the County to the Tribe as described in the attached Statement of Work, in an amount not to exceed \$10,700. This Agreement is expressly contingent throughout its term upon funding availability.
3. State-County Grant Contracts. The State-County Grant Contracts, as they may be amended from time to time, are incorporated by this reference as if set forth fully herein and this Agreement shall be subject to the provisions contained in the State-County Grant Contracts. The Tribe agrees to comply with all provisions contained in the State-County Grant Contracts applicable to subcontractors, except for those provisions, if any, that the State may expressly waive in writing, or is not applicable under federal or state law.
4. Culturally Relevant Services. In providing services, the Tribe may develop and operate programs and deliver goods, services and/or benefits in a manner that is culturally relevant and particularly suited to and/or particularly located for access by members of the Tribe, in accordance with tribal laws and policies.
5. Term. The term of this Agreement is January 1, 2011 through December 31, 2011.
6. Termination for Convenience. Either party may terminate this Agreement for convenience by providing the other party with advance written notice of at least 30 days.
7. Termination for Default. If either defaults in its obligations under this Agreement, the nondefaulting party may terminate this Agreement by written notice to the defaulting party. Before such termination, however, the defaulting party shall be given 10 days to cure its default, if the default is of a type reasonably susceptible to cure.
8. Dispute Panel. The parties may voluntarily submit any contractual dispute to a dispute panel as follows: each party will appoint one member to the panel and those two members in turn will appoint a third member. The dispute panel will review the facts, contract provisions and applicable law, and then decide the matter. This provision does not affect the right of either party to seek legal recourse in a court of competent jurisdiction.
9. Indemnification. Each party agrees to defend and indemnify the other party and its officials, officers, employees and agents for all claims, liabilities, damages, expenses and suits arising from or relating to the performance of this Agreement by the indemnitor or its officials, officers, employees and agents.

10. Commercial General Liability. The Tribe shall have Commercial General Liability Insurance with limits of not less than Combined Bodily Injury/Property Damage Liability of \$1,000,000 each occurrence and \$2,000,000 aggregate. The Tribe 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.

Coverage shall contain general requirements and endorsements with Peninsula Regional Support Network and Kitsap County, Jefferson County, and Clallam County named as an additional insured and that in the event of a claim or suit, the insurance carrier agrees to not use sovereign immunity of the assured as defense as respects this agreement. Such insurance as carried by the Tribe is primary over any insurance carried by the Peninsula Regional Support Network and Kitsap County, Jefferson County, Clallam County. The Tribe 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 the requirements in these provisions.

The Tribe expressly agrees to a limited waiver of sovereign immunity as a defense up to the limits of the insurance policy in connection with the enforcement of the rights of the Peninsula Regional Support Network and Kitsap County, Jefferson County, and Clallam County.

11. Audit Requirements. All payments under this agreement are subject to audit. The Tribe shall provide an independent audit which:

- a. Determines the fiscal integrity of the financial transactions and reports of the Tribe.
- b. Is performed by an independent auditing firm or the Washington State Auditor's Office.
- c. Is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of OMB Circular A-133, as applicable for agencies receiving federal funding in the amount of \$500,000 or more during their fiscal year.

12. Suspension, Debarment, and Lobbying

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

13. Notices. Any notice required or permitted under this Agreement shall be given in writing and addressed as follows:

To the PENINSULA REGIONAL SUPPORT NETWORK

Peninsula Regional Support Network
614 Division Street, MS-23
Port Orchard, WA 98366
Attention:
Anders Edgerton, Regional Administrator

To the TRIBE

Lower Elwha Klallam Tribe
2851 Lower Elwha Rd.
Port Angeles, WA 98363
Attention:
Frances Charles, Tribal Council Chairman

Either party may change its address for notices by providing written notice to the other party.

14. Independent Capacity. The officials, officers, employees and agents of each party shall continue to be officials, officers, employees and agents of that party and shall not be considered for any purpose to be officials, officers, employees and agents of the other party.

15. Waiver. Waiver of any part of this Agreement may only be made in a writing executed by an authorized representative of the party to be bound.

16. Applicable Law. Each party shall comply with all applicable federal, tribal, state and local law.

17. Amendment. This Agreement may be amended only by a writing executed by authorized representatives of both parties with the same formalities as this Agreement.

18. Survival. Sections 8 (Dispute Panel), and 9 (Indemnification) of this Agreement shall survive the termination or expiration of this Agreement.

19. Authority. Each party warrants that it has taken all steps necessary for this Agreement to have full legal effect and that the signatures hereon are those of its authorized representatives.

20. Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: Statement of Work
Exhibit B: Budget Summary
Exhibit C: Certificate of Liability Insurance and Sovereignty Endorsement
Exhibit D: Certification Regarding Debarment, suspension, and Other
Responsibility Matters
Exhibit E: Certification Regarding Lobbying

IN WITNESS WHEREOF, THE PARTIES HAVE SUBSCRIBED THEIR NAMES
HERETO ON THE DATES SET FORTH BELOW.

**PENINSULA REGIONAL SUPPORT
NETWORK, By the Kitsap County
Board of Commissioners, It
Administrative Entity**

**TRIBE:
LOWER ELWHA KLALLAM TRIBE**

Charlotte Garrido
Charlotte Garrido, Chair

Frances S. Charles
Frances Charles, Tribal Council
Chairman

Robert Gelder
Robert Gelder, Commissioner

DATED: 04/18/11

Josh Brown
Josh Brown, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

DATED: 6/13/2011

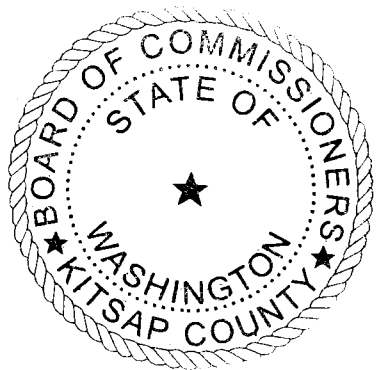


EXHIBIT A: STATEMENT OF WORK

Lower Elwha Klallam Tribe Enhanced Mental Health Services

1. General Statement of Work – Mental Health Services

The Lower Elwha plans to improve access and quality of direct mental health services for Native American children that reside in Tribal designated reservation. This includes staff training and consultations to the other mental health staff and Head Start program personnel.

2. Specific Services Purchased

The Lower Elwha will establish a service contract with an independent licensed mental health provider specializing in children's mental health and therapies. The provider will provide services to identified children in need for a minimum of 12-16 direct service hours of child therapy services per week.

Costs for this service will occur at a rate of \$75.00 per hour. The estimated time span of this project is 25 weeks. However, with this projection it is reasonable to expect the funds will be exhausted by the end of May 2011.

EXHIBIT B: BUDGET SUMMARY

Lower Elwha Klallam Tribe Enhanced Mental Health Services

Expenditure Cost Category	Budget Period	Previous Budget	Changes this Contract	Current Budget
Mental Health Services (State funded)	1/1/11 – 12/31/11	0		\$10,700
Total				\$10,700

Exhibit C: Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2011

PRODUCER 1-253-627-7183 Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 2925 Tacoma, WA 98401-2925 Audrey.Stewart@AJG.com INSURED Lower Elwha Klallam Tribe 2851 Lower Elwha Road Port Angeles, WA 98363	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ALLIED WORLD ASSUR CO US INC	19489
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TNM0292-0001	05/01/10	10/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	TNE0182-0001	05/01/10	10/01/11	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Peninsula Regional Support Network, Kitsap County, Jefferson County and Clallam County are named as Additional Insured per attached form NPSIN-GLPL-0309 (item H page 28)
 Re: Interlocal Agreement for Mental Health Services

CERTIFICATE HOLDER Peninsula Regional Support Network Anders Edgerton, Regional Administrator 614 Division Street, MS-23 Port Orchard, WA 98366 USA	CANCELLATION * 10 days WOC for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Anders Edgerton</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PROGRAM FOR SOVEREIGN INDIAN NATIONS GENERAL LIABILITY POLICY

- B. **SALVAGE AND RECOVERY CLAUSE:** All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.
- C. **INSPECTIONS, AUDIT AND VERIFICATION OF VALUES:** The Carrier or their duly authorized representatives shall be permitted at all reasonable times during continuance of this policy to inspect the premises used by the Named Insured and to examine the Named Insured's books or records so far as they relate to coverage afforded by this policy.
- D. **CANCELLATION / NON-RENEWAL:** The Carrier may not cancel the policy for any reason with the exception of non-payment of premium by the Named Insured. The Carrier will give notice of cancellation in writing, sent via certified mail to the Named Insured and all coverage afforded by this policy will terminate fifteen (15) days after the mailing of such notice. The Named Insured may cancel the policy by mailing notice to the Carrier. Carrier will give notice of Non-renewal of the policy in writing sixty (60) days prior to the expiration of the policy.
- E. **CURRENCY:** The premium and losses under this policy are payable in United States currency.
- F. **BANKRUPTCY AND INSOLVENCY:** In the event of the bankruptcy or insolvency of the "Insured" or any entity comprising the "Insured", Carrier shall not be relieved of the payment of any "claims" hereunder because of such bankruptcy or insolvency.
- G. **OTHER INSURANCE:** This policy is primary unless the "Insured" has other insurance providing coverage against loss that is also covered by this policy. The Carrier shall be liable, under the terms of this policy, only in excess of that coverage provided by such other insurance and no monies payable or collectible from such other insurance shall accrue to the "retained limit" or "deductible".
- H. **ADDITIONAL INSURED CLAUSE:** The interest of any additional "Insured" with respect to liability covered hereunder is included as if a separate Insuring Agreement were attached hereto to the extent of their interest as of the date of loss subject to the Limits of Liability set forth in this policy.
- I. **CLAIMS:** The Risk Manager or designated representative of the Named Insured shall immediately notify the Carrier through the service organization of any "occurrence" or "claim", which is likely to result in payment by the Carrier under this policy. The Carrier shall have the opportunity to be associated with the Named Insured in defense of any "claims", suits or proceedings relative to any "occurrence" or "claim" which in the opinion of the Carrier, is likely to involve this policy, in which case the Named Insured and the Carrier shall cooperate in all matters relating thereto.
- J. **LOSS PAYMENTS:** When it has been determined that the Carrier is liable under this policy, the Carrier shall thereafter make payment(s) up to the applicable Limit of Liability, as stated in Item 4 of the Declarations. The Named Insured will be responsible for any "retained limit" or "deductible" as set forth in Item 5 of the Declarations.
- K. **APPEALS:** In the event the "Insured" and the Carrier are unable to agree as to the advisability of appealing a judgment, they may, as an alternative to arbitration (Condition R), appoint a

**Exhibit D: CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Primary Covered Transactions 45 CFR 76

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

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

**CONTRACTOR: Lower Elwha Klallam
Tribe**

Name: Francis S. Charle

Title: Lower Elwha Klallam
Tribal Chairwoman

DATE: 04/18/11

Exhibit E: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Lower Elwha Klallam Tribe

Contractor Organization

Francis S. Chaulin

04/18/11

Signature of Certifying Official

Date