

**INTERLOCAL AGREEMENT BETWEEN
KITSAP COUNTY as the Administrative entity for the PENINSULA
REGIONAL SUPPORT NETWORK
AND
PORT GAMBLE S'KLALLAM TRIBE
FOR
MENTAL HEALTH SERVICES
KC-181-11**

This Interlocal Agreement between Kitsap County as the Administrative Entity for the PENINSULA REGIONAL SUPPORT NETWORK and the Port Gamble S'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 Port Gamble S'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 Port Gamble S'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

Port Gamble S'Klallam Tribe
31912 Little Boston Road N.E.
Kingston, WA 98346
Attention:
Jeromy Sullivan, Executive Director

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:

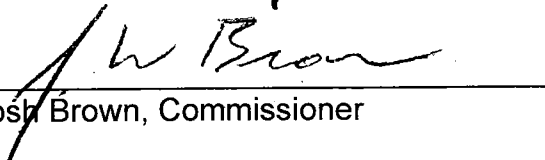
- Exhibit A: Statement of Work
- Exhibit B: Budget Summary
- Exhibit C: Certificate of Liability Insurance and Sovereignty Endorsement
- Exhibit D: Certification Regarding Debarment, suspension, and Other Responsibility Matters
- Exhibit E: Certification Regarding Lobbying

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

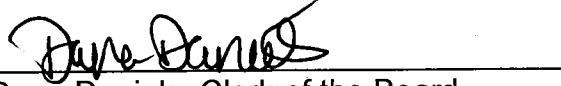
**PENINSULA REGIONAL SUPPORT
NETWORK, By the Kitsap County
Board of Commissioners, Its
Administrative Entity**


Charlotte Garrido, Chair


Robert Gelder, Commissioner

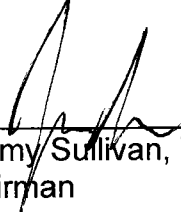

Josh Brown, Commissioner

ATTEST:


Dana Daniels, Clerk of the Board

DATED: 6/13/2011

**TRIBE:
PORT GAMBLE S'KLALLAM TRIBE**


Jeromy Sullivan, Tribal Council
Chairman

DATED: 5/4/11



EXHIBIT A: STATEMENT OF WORK

Port Gamble S’Klallam Tribe Enhanced Mental Health Services

1. General Statement of Work – Mental Health Services

The Port Gamble S’Klallam’s Children and Family Services Department and Wellness Center provide general mental health services to Tribal members and others seeking services through the Tribal Wellness Center. The Wellness Center is in need of providing additional child and adult psychiatric services to Tribal community members.

2. Specific Services Purchased

Funds will be utilized to purchase the services of a licensed professional (TBD) with prescriptive authority in the State of Washington. All program funds will be used to pay for the services of this specialized provider. Services that will be made available will include psychiatric evaluations, diagnosis, and medications management services for complex mental health cases. In addition this position will also work closely with Wellness and other Tribal Operations staff providing consultation as needed and appropriate.

3. Clients Served

Direct services, case management and consultation services will be provided to Tribal members across the lifespan; including children, youth, adults and elders.

EXHIBIT B: BUDGET SUMMARY

Port Gamble S'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



Hudson INSURANCE COMPANY

Endorsement No.:

This Endorsement attaches to and forms part of Policy No.: NACL00267-05

In the name of: Port Gamble S'Klallam Tribe; etal

Effective date of this Endorsement is 12:01 a.m. January 1, 2011

SOVEREIGNTY ENDORSEMENT

In the event of a claim or suit, the company agrees to not use the Sovereign Immunity of the **Assured** as a defense, unless the **Assured** authorizes the company to raise such a defense by written notice to the company. Any such notice will be sent not less than 10 days prior to the time required to answer any suit. Any use of the Sovereign Immunity defense will only apply to coverage and limits of this insurance policy.

The company is not authorized or empowered to waive or otherwise limit the Assured's Sovereign Immunity outside or beyond the scope of coverage or limits of this insurance policy.

Further, the **Assured**, by accepting this policy, agrees to release the company from any and all liability to them or their members because of the failure on the part of the company to raise the defense of Sovereign Immunity, except in cases where the **Assured** specifically requests the company to do so in the manner provided herein.

**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: Port Gamble
S'Klallam Tribe**

Name: 

Title: Chairman

DATE: 5/4/11

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.

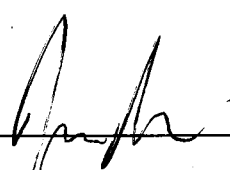
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to 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.

Port Gamble S'Klallam Tribe

Contractor Organization

Signature of Certifying Official

Date



5/4/11