

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of County Commissioners

**FROM:** Adiel McKnight, Administrative Assistant

**DATE:** December 11, 2023

**SUBJECT:** AGREEMENT, Amendment No. 2 re: Salish BH-ASO Interlocal Agreement; New Expiration Date of December 31, 2025

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**STATEMENT OF ISSUE:**

Jefferson needs to renew the Interlocal Agreement with Kitsap and Clallam Counties, and the Jamestown S' Klallam tribe for the Salish BH-ASO for the purpose of contracting with the Washington State Health Care Authority (HCA) to administer behavioral health services and programs under section I 046 of E2SSB 5432 including crisis services and administration of chapter 71.05, 71.24.100, RCW, the involuntary treatment.

**ANALYSIS:**

The Interlocal Agreement is mostly unchanged, except extending the expiration date through December 31, 2025.

**FISCAL IMPACT:**

n/a

**RECOMMENDATION:**

Sign and execute the attached yearly Interlocal Agreement.

**REVIEWED BY:**

  
Mark McCauley, County Administrator

12/14/23  
Date

# CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Salish Behavioral Health Interlocal - Kitsap, Clallam & Jamestown Contract No: SBHASO 2

Contract For: Interlocal, Amendment 2 -Behavioral Health Term: 2025

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: x130

Contact email: mmccauley@co.jefferson.wa.us

AMOUNT: no dollar amount

Revenue:

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process  
☐ Cooperative Purchase  
☐ Competitive Sealed Bid  
☐ Small Works Roster  
☐ Vendor List Bid  
☐ RFP or RFQ  
☐ Other:

## APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH ICC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 12/11/2023.

Simple agreement time extension.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 12/14/2023.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT  
FOR THE SALISH BEHAVIORAL HEALTH ADMINISTRATIVE  
SERVICES ORGANIZATION**

This Second Amendment to Interlocal Agreement for the Salish Behavioral Health Administrative Services Organization (the "Agreement") is entered into among the undersigned effective January 1, 2024. The Agreement is amended as follows:

1. Section X(A) (Effective Date and Duration): The Agreement's expiration date is extended through December 31, 2025.
2. All other provisions of the Agreement remain unchanged and in full force and effect.

**KITSAP COUNTY BOARD  
COMMISSIONERS**

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**CHARLOTTE GARRIDO**, Chair

\_\_\_\_\_  
**KATHERINE T. WALTERS**, Commissioner

\_\_\_\_\_  
**CHRISTINE ROLFES**, Commissioner

ATTEST:

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

**CLALLAM COUNTY  
BOARD COMMISSIONERS**

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**MARK OZIAS**, Chair

\_\_\_\_\_  
**RANDY JOHNSON**, Commissioner

\_\_\_\_\_  
**MIKE FRENCH** Commissioner

**JEFFERSON COUNTY BOARD  
COMMISSIONERS**

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**GREG BROTHERTON**, Chair

\_\_\_\_\_  
**HEIDI EISENHOUR**, Commissioner

\_\_\_\_\_  
**KATE DEAN**, Commissioner

SEAL:

ATTEST:

\_\_\_\_\_  
Carolyn Galloway, CMC  
Clerk of the Board

Date

Approved as to form only:



December 14, 2023

\_\_\_\_\_  
Philip C. Hunsucker  
Chief Civil Deputy Prosecuting Attorney

Date

**JAMETOWN S'KLALLAM TRIBE**

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**W. RON ALLEN, TRIBAL CHAIR/CEO**

6 orig: Kitsap (c Human Services) 7.1.19  
Att: Alex

29  
6/18

000-19.002

**INTERLOCAL AGREEMENT**  
for the  
**SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION**

**ARTICLE I. PURPOSE OF AGREEMENT**

The undersigned parties hereby establish a Behavioral Health Administrative Services Organization ("BHASO") for the purpose of contracting with the Washington State Health Care Authority (HCA) to administer behavioral health services and programs under section 1046 of E2SSB 5432 including crisis services and administration of chapter 71.05, 71.24.100, RCW, the involuntary treatment act, for all individuals in the regional service area established under 74.09.870 RCW.

**ARTICLE II. MEMBERSHIP**

This organization shall be named the Salish Behavioral Health Administrative Services Organization and shall consist of the following parties:

KITSAP COUNTY  
Kitsap County Courthouse  
614 Division Street  
Port Orchard, Washington 98366

CLALLAM COUNTY  
Clallam County Courthouse  
223 East Fourth Street  
Port Angeles, Washington 98362

JEFFERSON COUNTY  
Jefferson County Courthouse  
Jefferson and Cass Streets  
Port Townsend, Washington 98368

JAMESTOWN S'KLALLAM TRIBE  
1033 Old Blyn Hwy.  
Sequim, WA 98382

**ARTICLE III. AREA TO BE SERVED**

The regional service area established under 74.09.870 RCW shall consist of:

- A. Kitsap County – 392.70 square miles
- B. Clallam County – 1,752.50 square miles

- C. Jefferson County – 1,805.20 square miles

#### **ARTICLE IV. CERTIFICATION OF AUTHORITY**

Parties, by signatures, certify that they possess full legal authority, as provided by federal, state, tribal and local statutes, charters, codes or ordinances, to enter into this agreement.

#### **ARTICLE V. POWERS, FUNCTIONS AND RESPONSIBILITIES OF BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION**

The BHASO shall exercise such powers, functions, and responsibilities as necessary to administer behavioral health services and programs under section 1046 of E2SSB 5432 including crisis services and administration of chapter 71.05, 71.24.100, RCW, the involuntary treatment act and related regulations for all individuals in the regional service area established under 74.09.870 RCW.

#### **ARTICLE VI. BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION BOARD**

There shall be a BHASO Board ("Board"), which shall constitute the executive body of the Salish BHASO. The Board shall exercise all executive powers, functions, and responsibilities necessary for conducting the BHASO, except those expressly delegated by the Board to their contractors, subcontractors, grantees, subgrantees, agencies, organizations, or individuals, for all activities established pursuant to chapters 71.05 and 71.24 RCW and regulations promulgated thereto. The Board may establish bylaws as necessary for conducting its meetings.

- A. **Membership:** The Board shall be composed of one elected commissioner from each of the three aforementioned counties (with a specific commissioner as alternate member for each county) and one elected tribal official representing the various tribes in the three counties. There shall be a total of four voting members.
- B. **Voting:** Each voting member of the Board shall have one vote. All decisions of the Board shall be made by no less than a majority vote at a meeting where a quorum is present.
- C. **Quorum:** A quorum shall consist of a total of not less than three members representing three of the four voting parties to this Agreement.
- D. **Chair, Vice-Chair, Second Vice-Chair and Third Vice-Chair:** Annually, the Board shall elect a Chair, a Vice-Chair, a Second Vice-Chair and a Third Vice-Chair by majority vote. Officers of the Board shall be composed of one elected member from each county and from the tribe serving as the Tribal

Liaison, and officers shall rotate annually through ascension unless otherwise agreed.

- E. Meetings:** The Board shall meet at such times and places as determined by the Board. In the absence of the Chair, the Vice-Chair shall preside over meetings. In the absence of the Chair and Vice-Chair, the Second Vice-Chair shall preside over meetings. In the absence of the Chair, Vice-Chair, and Second Vice-Chair, the Third Vice-Chair shall preside over meetings. In the absence of the Chairman, Vice-Chair, Second Vice-Chair and Third Vice-Chair, a Chair pro tem shall be elected by a majority of the members present to preside for that meeting only.
- F. Powers, Functions, and Responsibilities:** The Board's powers, functions, and responsibilities (either jointly with the counties and participating tribes or independently) include, but are not limited to:
- (1) Establishing, policies, priorities, goals, and objectives of the BHASO and the programs and services to be operated by the BHASO in cooperation with the agencies, entities or individuals providing or implementing the programs and services.
  - (2) Establishing and implementing policies and procedures for planning, administering, monitoring, and evaluating programs and services.
  - (3) Overseeing the implementation and enforcement of quality assurance policies.
  - (4) Establishing and overseeing financial management policies and procedures in order to prevent financial harm to the BHASO and its constituent entities – for example, insolvent contractors and cost-overruns.
  - (5) Reviewing and approving comprehensive plans and modifications thereto.
  - (6) Approving applications for funds to be submitted and all contracts and agreements related thereto with the Washington State Health Care Authority and other departments and agencies of state, local or participating tribal governments, as may be required.
  - (7) Undertaking such other functions as may be deemed appropriate for the discharge of the BHASO's duties and responsibilities under law and regulations.
  - (8) Delegating such functions and responsibilities, along with adequate funding, to agencies, individuals or committees, as deemed appropriate for effective administration.
  - (9) Approving all BHASO-wide grants, subgrants, contracts and agreements relating to the expenditure of behavioral health services funding received from the state.

- (10) Taking no action that would in any way limit service agencies from applying for and receiving grants from outside sources which are designed to enhance their ability to provide local services, except to the extent required or authorized by law or contract.

**G. Conflicts of Interest:**

- (1) Each member of the Board must be free from conflicts of interest and from any appearance of conflicts of interest between personal, professional and fiduciary interests. Members of the Board must act within the best interests of the BHASO and the consumers served.
- (2) If a conflict of interest, or the appearance of a conflict of interest, becomes evident, the Board member shall announce the conflict and refrain from discussion and voting on that issue.
- (3) If a conflict of interest, or the appearance of a conflict of interest, becomes evident, the Board may assign the matter to others, such as an alternate commissioner from his or her jurisdiction who does not have a conflict of interest.

**ARTICLE VII. GRANT RECIPIENT AND ADMINISTRATIVE ENTITY**

The Kitsap County Board of Commissioners is designated as the grant recipient and administrative entity of the BHASO, and shall exercise such duties and responsibilities as set forth in this Agreement, chapters 71.05 and 71.24 RCW, and other applicable law and rules. This includes authority to:

- A.** Receive and disburse funds in accordance with grant agreements and contracts with the State of Washington, to include the execution of all contracts. Funds shall be administered in adherence with applicable law and any policies or regulations established by the financial administrator (Kitsap County) for the BHASO.
- B.** Carry out all necessary functions for operation of the program including, but not limited to:
  - (1) Executing grants, subgrants, contracts, and other necessary agreements as authorized by the Board, as necessary to carry out BHASO functions.
  - (2) Employing administrative staff to assist in administering the programs authorized by the Board.
  - (3) Organizing staffing and hiring qualified persons for that staffing, as authorized by the Board.
  - (4) Developing procedures for program planning, operating, assessment and fiscal management, evaluating program performance, initiating any necessary corrective action for subgrantees and subcontractors,

determining whether there is a need to reallocate resources, as directed by the Board, and modifying grants, consistent with goals and policies developed by the Board.

- C. Subcontract to the signatory parties such functions as may be deemed appropriate by the Board. This may include planning and providing services directly or subcontracting for local services within the parties' funding allocations.

## **ARTICLE VIII. ALLOCATION OF FUNDS**

All funds granted to the BHASO pursuant to chapters 71.05 and 71.24 RCW or other provision of law shall be allocated and expended among participating counties and tribes for programs and services for which they are intended, according to federal, state, and tribal formulas, approved plans, grants, and all pertinent laws and rules.

Funds currently received by each county, or providers located in each county, shall be allocated by the BHASO for services within that county. Millage, mental health sales tax, current expense contributions to mental health programs by county government, and the Involuntary Treatment Act ("ITA") maintenance of effort funds shall be retained by each county and dispensed by the Board of Commissioners thereof; provided, however, that current ITA maintenance of effort funds must continue to be appropriated for ITA services.

New funds which become available as a result of attaining BHASO status shall, after review of state guidelines, be allocated by the Board to fund programs in each of the three counties. However, by majority vote, the Board may redirect funds for region-wide services, to fund particular programs in individual counties, or to prioritize access to behavioral health services for citizens residing within the Salish BHASO region.

## **ARTICLE IX. LIABILITY, INDEMNIFICATION AND INSURANCE**

- A. **Sovereign Immunity:** Each party to this Agreement consents to a limited waiver of sovereign immunity for enforcement of the provisions of this Agreement, and this Agreement only, against it by any other party or parties to this Agreement. For this purpose only, each party consents to the personal jurisdiction of the Tribal Courts and the courts of competent subject matter jurisdiction of the State of Washington.
- B. **Joint and Several Liability for Contract Oversight:** Each party to this Agreement is responsible for overseeing the operations of the BHASO to provide services under chapters 71.24 RCW and other applicable law and rules. The parties shall be jointly and severally liable for debts, liabilities and obligations incurred by the BHASO which arise under chapters 71.05 and 71.24 RCW and other applicable law and rules, and with respect to the grants, contracts, or agreements administered pursuant hereto.

- C. **Indemnification:** Each party to this Agreement agrees to defend and indemnify the other parties and their elected and appointed officials, officers and employees against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligent performance of this Agreement by the indemnitor or its elected or appointed officials, officers and employees. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.
- D. **Purchase of Independent Insurance:** Kitsap County, as the administrative entity, shall obtain and maintain throughout the term of this Agreement, general liability and professional liability or malpractice (errors and omissions) insurance coverage in the total amount of not less than \$1,000,000 per occurrence for any acts or omissions occurring in behalf of, or related to, the member or BHASO's actions or responsibilities relating to the provision of services under this Agreement. Each party to this Agreement shall be a named insured under the policy. This coverage shall be the primary coverage in order to shield the individual interests of each party to this Agreement related to the provision of services, whether administrative or contractual, covered by this Agreement.
- E. **Extended Coverage:** If the professional liability insurance policy to be purchased and maintained by Kitsap County and described above is issued on a "Claims-Made" basis, then each policy must have a Retroactive Date of, or prior to, the effective date of this Agreement. Furthermore, for each such "Claims-Made" policy purchased and maintained by Kitsap County, a Supplemental Extended Reporting Period ("SERP") shall be purchased, with an Extended Reporting Period of not less than three years. In the event the Claims-Made policy is cancelled, non-renewed, switched to an Occurrence form, retroactive date advanced or there is any other event triggering the right to purchase a SERP policy during the term of this Agreement, then Kitsap County agrees its insurance obligation shall survive the completion or termination of the term of this Agreement for a minimum of three years.
- F. **Miscellaneous:** The BHASO shall assure the coverage applies to claims after termination or expiration of the Agreement that relate to services pursuant to this Agreement and any other agreements of the BHASO. The BHASO shall be solely responsible for any premiums or deductible amounts required under such policies; such costs or normal business expenses are to be paid out of BHASO funds. Evidence of such insurance shall be promptly provided to any member upon its written request. BHASO shall not permit any such policy to lapse without first providing each member at least thirty calendar days' written notice of its intention to allow the policy to lapse.

Each Board member shall be a covered insured for any and all official acts performed by such individual under this Agreement.

- G. Other Insurance Non-Contributory:** Any coverage for third party liability provided by any Memorandum of Coverage or program of joint self-insurance provided to Jefferson and/or Clallam counties by a chapter 48.62 RCW Risk Pool shall be non-contributory to the insurance otherwise mandated by this section and the insurance otherwise mandated by this section shall be deemed primary for all claims, demands, actions, or lawsuits generated against the BHASO or the parties to this Agreement.

#### **ARTICLE X. EFFECTIVE DATE AND DURATION AND AMENDMENT**

- A. Effective Date and Duration:** This Agreement shall take effect upon the date of its full execution and shall expire December 31, 2021, unless extended in writing by the parties hereto.
- B. Amendment:** This Agreement may be amended from time to time in accordance with the written agreement of all of the parties hereto.

#### **ARTICLE XI. PARTY'S RIGHT TO WITHDRAW FROM BHASO**

- A. Right to Withdraw; Prior Notice Required:** Any party to this Agreement may withdraw from the BHASO and terminate its participation under this Agreement at any time, subject to the survival of any duty, obligation or liability it incurred prior to the effective date of termination; and provided that (a) the terminating party provides written notification to each of the other parties of the terminating party's intention to withdraw at least 120 days prior to the proposed effective date of such termination and (b) such notification is received at least 120 days prior to the expiration of the current fiscal grant year period.
- B. Return of Funds:** In the event that a party withdraws from the BHASO, such funds which are budgeted for services in that party's jurisdiction shall be deleted from the BHASO budget through contract amendment. These funds shall be returned to the Washington State Health Care Authority which shall then become responsible for service delivery in that jurisdiction.
- C. Access to Services:** If a party withdraws from the BHASO after a BHASO-wide service is established within that party's jurisdiction, such service shall be made available to the remaining parties on a contractual basis. If such service is located within the jurisdiction of remaining parties, it shall be made available to the withdrawn party on a contractual basis.
- D. Disposal of Fixed Assets:** If a party withdraws from the BHASO, such fixed assets of the BHASO as may be located within that jurisdiction shall be

returned to the BHASO for use, while fixed assets not purchased with BHASO funds shall vest with the withdrawing party.

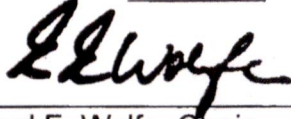
**ARTICLE XII. DISPOSITION OF ASSETS UPON DISSOLUTION OF BHASO**

In the event of dissolution of the entire BHASO, ownership of such fixed assets as may have been purchased with State funds shall revert to the State.

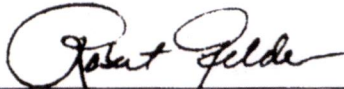
We, the undersigned, do hereby approve this Agreement and the terms and conditions contained herein, represent that we have the authority to enter into this Agreement and to perform all activities and functions contemplated herein, and do hereby undertake to conduct this BHASO for providing community behavioral health services in Kitsap, Clallam, and Jefferson counties and in tribal jurisdictions within those counties, all in accordance with applicable law and rules.

KITSAP COUNTY BOARD OF COMMISSIONERS

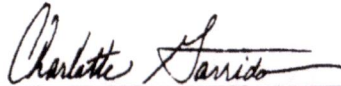
Approved this 8 day of JULY, 2019



Edward E. Wolfe, Chair

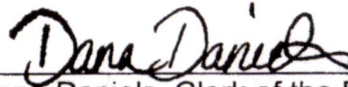


Robert Gelder, Commissioner

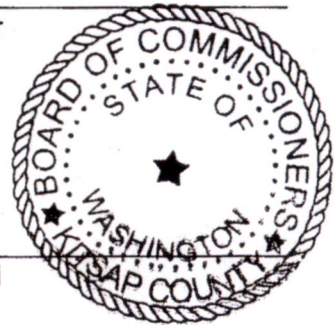


Charlotte Garrido, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board



CLALLAM COUNTY BOARD OF COMMISSIONERS

Approved this 18<sup>th</sup> day of June, 2019

[Signature]  
Mark Ozias, Chair

[Signature]  
Randy Johnson, Commissioner

[Signature]  
Bill Peach, Commissioner

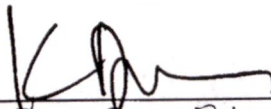
ATTEST:

[Signature]  
for [Signature], Deputy Clerk  
Loni Gores, Clerk of the Board

Approved as to form only by: 5/22/19  
[Signature]  
David Alvarez  
Chief Civil Deputy Prosecuting Attorney  
Clallam County

**JEFFERSON COUNTY BOARD OF COMMISSIONERS**

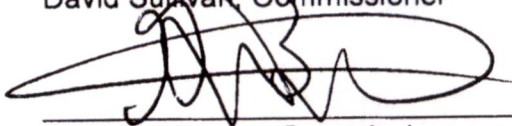
Approved this 1<sup>st</sup> day of July, 2019



Kate Dean, Commissioner

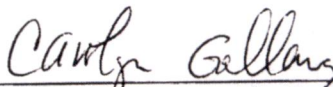


David Sullivan, Commissioner



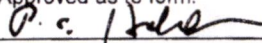
Greg Brotherton, Commissioner

ATTEST:



Carolyn Gallaway, Clerk of the Board

Approved as to form:

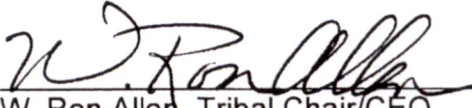


Date: 6/25/19

Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney  
Jefferson County Prosecuting Attorney's Office

**JAMESTOWN S'KLALLAM TRIBE**

Approved this 1<sup>st</sup> day of July, 2019

  
\_\_\_\_\_  
W. Ron Allen Tribal Chair/CEO

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of County Commissioners

**FROM:** Philip Morley, County Administrator 

**DATE:** July 1, 2019

**RE:** Interlocal Agreement for the Salish Behavioral Health Administrative Services Organization

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**STATEMENT OF ISSUE:** The Jefferson County Board of Commissioners is requested to approve an interlocal agreement to establish the Salish Behavioral Health Administrative Services Organization (Salish BHASO). The interlocal agreement is between Jefferson, Clallam and Kitsap Counties, as well as the Jamestown S'Klallam Tribe.

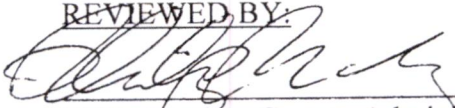
**ANALYSIS:** The existing Salish Behavioral Health Organization (Salish BHO) will sunset at the end of 2019, as required by Engrossed Second Substitute House Bill 5432, enacted by the State Legislature this year. Under state statute, each Behavioral Health Organization throughout the state has the option of becoming a Behavioral Health Administrative Services Organization if they are able to meet the requirements established by the Washington State Health Care Authority. The Salish BHO is presently working to meet the readiness requirements with this interlocal agreement.

The interlocal agreement takes effect upon execution by all parties, but under state law, the Salish BHASO would not fully replace the existing Salish BHO until January 1, 2020. The interlocal expires December 31, 2021, but the parties always have the option to extend the life of the Salish BHASO through amendment or by executing a new interlocal agreement.

**FISCAL IMPACT:** The proposed interlocal agreement, by creating the Salish BHASO, would enable the Washington State Health Care Authority to contract with the Salish BHASO to provide funding to maintain an inpatient risk reserve, stabilize the continuum of care in crisis services, and reimburse the Salish BHASO to administer crisis services provided by subcontractors provided by the Salish BHASO. The three counties recently executed a separate agreement with the Health Care Authority for this purpose.

**RECOMMENDATION:** Approve and execute the Interlocal Agreement for the Salish Behavioral health Administrative Services Organization.

**REVIEWED BY:**

  
Philip Morley, County Administrator

6/25/19  
Date

# CONTRACT REVIEW FORM

CONTRACT WITH: Salish Behavioral Health (SBHASO); and Kitsap & Clallam Counties;  
and Jamestown S'Klallam Tribe

CONTRACT FOR: Interlocal Agreement Behavioral Health Administrative Services TERM: 12/31/21

|                               |                               |
|-------------------------------|-------------------------------|
| COUNTY DEPARTMENT:            | <u>County Administrator</u>   |
| For More Information Contact: | <u>Philip Morley</u>          |
| Contact Phone #:              | <u>ext. 383</u>               |
| RETURN TO:                    | <u>BOCC Staff</u>             |
|                               | <u>(Person in Department)</u> |

RECEIVED  
MAY 22 2019  
JEFFERSON COUNTY COMMISSIONERS

AMOUNT: No Dollar Amount

Revenue: \_\_\_\_\_

Expenditure: \_\_\_\_\_

Matching Funds Required: \_\_\_\_\_

Source(s) of Matching Funds: \_\_\_\_\_

PROCESS:

|                          |                              |
|--------------------------|------------------------------|
| <input type="checkbox"/> | Exempt from Bid Process      |
| <input type="checkbox"/> | Consultant Selection Process |
| <input type="checkbox"/> | Cooperative Purchase         |
| <input type="checkbox"/> | Competitive Sealed Bid       |
| <input type="checkbox"/> | Small Works Roster           |
| <input type="checkbox"/> | Vendor List Bid              |
| <input type="checkbox"/> | RFP or RFQ                   |

## Step 1: REVIEW BY RISK MANAGEMENT

Review by: [Signature] 6/25/19

Date Reviewed: \_\_\_\_\_

☒ APPROVED FORM

☐ Returned for revision (See comments)

Comments: \_\_\_\_\_

## Step 2: REVIEW BY PROSECUTING ATTORNEY

Review by: P. C. / [Signature]

Date Reviewed: 6/25/19

☒ APPROVED AS TO FORM

☐ Returned for revision (See comments)

Comments: \_\_\_\_\_

## Step 3: DEPARTMENT MAKES REVISIONS

Have contractor sign appropriate number of originals.

## Step 4: SUBMIT TO PROSECUTING ATTORNEY FOR FINAL SIGN OFF

## Step 5: SUBMIT TO BOCC FOR APPROVAL

Submit originals and 6 copies of Contract, Review Form, and Agenda Bill to BOCC Office.  
Place "Sign Here" markers on all places the BOCC needs to sign.  
MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)



Board of County Commissioners  
1820 Jefferson Street  
PO Box 1220  
Port Townsend, WA 98368

Kate Dean, District 1

David Sullivan, District 2

Greg Brotherton, District 3

May 28, 2019

Kitsap County  
Stephanie Lewis, LMFT, Administrator  
614 Division Street, MS-23  
Port Orchard, WA 98366-4676

Re: Washington Health Care Authority K3299

Dear Ms. Lewis,

Enclosed are three (3) original agreements for the Interagency agreement for the administration of integrated managed care between the State of Washington Health Care Authority and Clallam, Jefferson and Kitsap Counties. Upon approval of each agency, please return a fully executed original to the address listed below.

Please sign and return to:

Jefferson County Board of Commissioners  
P.O. Box 1220  
Port Townsend, WA 98368

Thank you for providing this assistance.

Sincerely,

Leslie R. Locke  
Executive Assistant

Enclosure

## Julie Shannon

---

**From:** Stephanie J. Lewis <sjlewis@co.kitsap.wa.us>  
**Sent:** Thursday, December 9, 2021 3:47 PM  
**To:** Julie Shannon  
**Cc:** Steven Bachtel  
**Subject:** RE: KC-279-19-A \*\*Signature Needed\*\*  
**Attachments:** KC-279-19-A v2.pdf

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**ALERT: BE CAUTIOUS** This email originated outside the organization. Do not open attachments or click on links if you are not expecting them.

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Good Afternoon Julie,

I hope you're doing well. I'm circling back to inquire about the progress with routing and signing the attached Interlocal Agreement.

Thank you,

### ***Stephanie Lewis, LMFT***

Administrator  
Salish Behavioral Health Administrative Services Organization  
Mailing Address: 614 Division St, MS-23  
Port Orchard, WA 98366-4676  
E-Mail Address: [sjlewis@co.kitsap.wa.us](mailto:sjlewis@co.kitsap.wa.us)  
Phone: (360) 337-4422

**From:** Stephanie J. Lewis  
**Sent:** Monday, November 1, 2021 3:27 PM  
**To:** Steven Bachtel <SBachtel@co.kitsap.wa.us>; asargent@jamestowntribe.org; Joppelt@co.clallam.wa.us; JShannon@co.Jefferson.wa.us  
**Subject:** RE: KC-279-19-A \*\*Signature Needed\*\*

Hello Ms. Sargent, Ms. Oppelt and Ms. Shannon,

The attached document is an amendment to the Interlocal Agreement that formed Salish Behavioral Health Administrative Services Organization (SBH-ASO). Please let me know if you have any questions about the attached amendment. The document was reviewed during an SBH-ASO Executive Board Meeting a few months ago and was approved to proceed with routing and signatures.

Thank you

***Stephanie Lewis, LMFT***

Administrator  
Salish Behavioral Health Administrative Services Organization  
Mailing Address: 614 Division St, MS-23  
Port Orchard, WA 98366-4676  
E-Mail Address: [sjlewis@co.kitsap.wa.us](mailto:sjlewis@co.kitsap.wa.us)  
Phone: (360) 337-4422

**From:** Steven Bachtel <[SBachtel@co.kitsap.wa.us](mailto:SBachtel@co.kitsap.wa.us)>  
**Sent:** Friday, October 29, 2021 4:09 PM  
**To:** [asargent@jamestowntribe.org](mailto:asargent@jamestowntribe.org); [Joppelt@co.clallam.wa.us](mailto:Joppelt@co.clallam.wa.us); [JShannon@co.Jefferson.wa.us](mailto:JShannon@co.Jefferson.wa.us)  
**Cc:** Stephanie J. Lewis <[sjlewis@co.kitsap.wa.us](mailto:sjlewis@co.kitsap.wa.us)>  
**Subject:** KC-279-19-A \*\*Signature Needed\*\*

### **Signature Needed from Contractor (Before we sign)**

Hello Ann, Jenny and Julia,

Note\* signature pages returned by Friday, November 5, 2021 will make the November 22, 2021 signing.

The attached contract is ready for your review and signature. Please print, sign, and then scan the attached signature pages back to me at [SBachtel@co.kitsap.wa.us](mailto:SBachtel@co.kitsap.wa.us). If you have any questions about what pages to sign, please contact your contract administrator.

**\*\*PLEASE NOTE** If you require an original hard copy, please print and sign two copies of each signature page. Please mail the signed documents to:

**Attn: Steven Bachtel**

Human Services Contracts Specialist  
614 Division Street MS-23  
Port Orchard, WA 98366  
360-337-7185 x 3534  
[SBachtel@co.kitsap.wa.us](mailto:SBachtel@co.kitsap.wa.us)

In addition, please email me when the signature pages are in the mail.

Once the contract is returned it will be scheduled for Board of County Commissioner review and signature. Once the contract is fully executed, an electronic version of the document will be provided to you. If you provided paper originals of the signature pages, the original paper contract will be mailed to you.

**Steven Bachtel**

Contracts Specialist | Legal Assistant  
Kitsap County Human Services  
360-337-7185 x3534  
[sbachtel@co.kitsap.wa.us](mailto:sbachtel@co.kitsap.wa.us)



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
FOR THE SALISH BEHAVIORAL HEALTH ADMINISTRATIVE  
SERVICES ORGANIZATION**

This First Amendment to Interlocal Agreement for the Salish Behavioral Health Administrative Services Organization (the "Agreement") is entered into among the undersigned effective January 1, 2022. The Agreement is amended as follows:

1. Section X(A) (Effective Date and Duration): The Agreement's expiration date is extended through December 31, 2023.

2. Section VI(D) (Chair, Vice-Chair, Second Vice-Chair and Third Vice-Chair): This section is amended to read as follows:

**D. Chair and Vice-Chair:** Annually, the Board shall elect a Chair and Vice-Chair by majority vote. Officers of the Board shall be composed of one elected member from each county and from the tribe serving as the Tribal Liaison, and officers shall rotate annually through ascension unless otherwise agreed.

3. Section VI(E) (Meetings): This section is amended to read as follows:

**E. Meetings:** The Board shall meet at such times and places as determined by the Board. In the absence of the Chair, the Vice-Chair shall preside over meetings.

4. All other provisions of the Agreement remain unchanged and in full force and effect.

KITSAP COUNTY BOARD OF COMMISSIONERS

Approved this 24 day of January, 2022

NOT PRESENT

Edward E. Wolfe, Chair



*Charlotte Garrido*

Charlotte Garrido, Commissioner

*Robert Gelder*

Robert Gelder, Commissioner

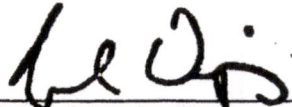
ATTEST:

*Dana Daniels*

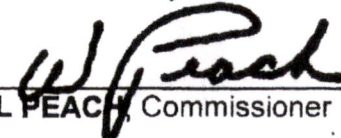
Dana Daniels, Clerk of the Board

CLALLAM COUNTY BOARD  
COMMISSIONERS

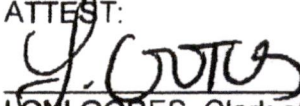
DATED this 30 day of November, 2021.

  
MARK OZIAS, Chair

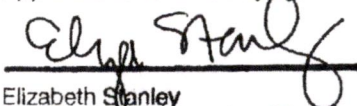
  
RANDY JOHNSON, Commissioner

  
BILL PEACH, Commissioner



ATTEST:  
  
LONI GORES, Clerk of the Board

Approved as to form only by:

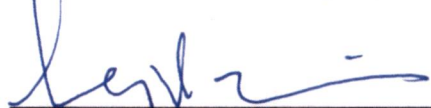
  
Elizabeth Stanley  
Civil Deputy Prosecuting Attorney  
Clallam County

JEFFERSON COUNTY BOARD OF  
COMMISSIONERS

DATED this 3rd day of January, <sup>2022</sup>~~2021~~

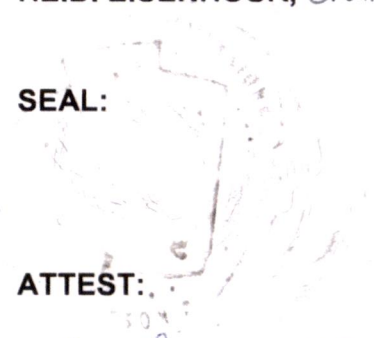
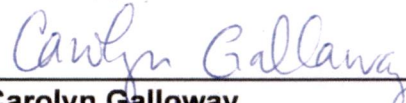
  
\_\_\_\_\_  
KATE DEAN, Commissioner

  
\_\_\_\_\_  
GREG BROTHERTON, Commissioner

  
\_\_\_\_\_  
HEIDI EISENHOUR, Chair

SEAL:

ATTEST:

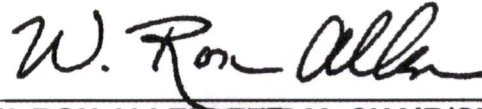
  
  
\_\_\_\_\_  
Carolyn Galloway      1/3/22  
Clerk of the Board      DATE

Approved as to form only:

  
\_\_\_\_\_  
Philip C. Hunsucker      December 16, 2021  
Chief Civil Deputy Prosecuting Attorney      DATE

**JAMETOWN S'KLALLAM TRIBE**

**DATED** this 10 day of December, 2021.

A handwritten signature in black ink, appearing to read "W. Ron Allen". The signature is fluid and cursive, with the first name "W." and last name "Allen" clearly distinguishable.

---

**W. RON ALLEN, TRIBAL CHAIR/CEO**

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of County Commissioners  
Mark McCauley, Interim County Administrator

**FROM:** Greg Brotherton

**DATE:** January 3, 2021

**SUBJECT:** Salish BH-ASO Interlocal Agreement

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**STATEMENT OF ISSUE:**

Jefferson needs to renew the Interlocal Agreement with Kitsap and Clallam Counties, and the Jamestown S'Klallam tribe for the Salish BH-ASO for the purpose of contracting with the Washington State Health Care Authority (HCA) to administer behavioral health services and programs under section 1046 of E2SSB 5432 including crisis services and administration of chapter 71.05, 71.24.100, RCW, the involuntary treatment.

**ANALYSIS:**

The Interlocal Agreement is mostly unchanged, except for the removal of second and third vice-chairs as delineated officers.

**FISCAL IMPACT:**

n/a

**RECOMMENDATION:**

Sign and execute the attached yearly Interlocal Agreement.

**REVIEWED BY:**

  
Mark McCauley, Interim County Administrator

12/28/20  
Date

# CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Salish Behavioural Health (SBHASO) and Kitsap & Clallam Counties Contract No: BoCC - 2021 3

Contract For: Interlocal, Amendment No. 1- Behavioral Health Administrative Services Term: 01.01.22 - 12.31.23

|                    |                             |
|--------------------|-----------------------------|
| COUNTY DEPARTMENT: | BoCC                        |
| Contact Person:    | Julie                       |
| Contact Phone:     | x100                        |
| Contact email:     | jshannon@co.jefferson.wa.us |

AMOUNT: no dollar amount

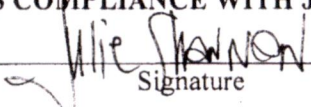
Revenue: \_\_\_\_\_  
Expenditure: \_\_\_\_\_  
Matching Funds Required: \_\_\_\_\_  
Sources(s) of Matching Funds: \_\_\_\_\_  
Fund #: \_\_\_\_\_  
Munis Org/Obj: \_\_\_\_\_

PROCESS:

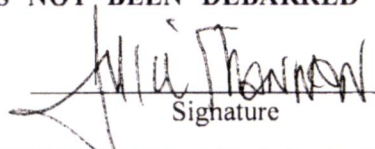
|                          |                         |
|--------------------------|-------------------------|
| <input type="checkbox"/> | Exempt from Bid Process |
| <input type="checkbox"/> | Cooperative Purchase    |
| <input type="checkbox"/> | Competitive Sealed Bid  |
| <input type="checkbox"/> | Small Works Roster      |
| <input type="checkbox"/> | Vendor List Bid         |
| <input type="checkbox"/> | RFP or RFQ              |
| <input type="checkbox"/> | Other: _____            |

## APPROVAL STEPS:

**STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.**

CERTIFIED: ☒ N/A: ☐  Signature 12.13.21 Date

**STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.**

CERTIFIED: ☒ N/A: ☐  Signature 12.13.21 Date

**STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):**

Electronically approved by Risk Management on 12/20/2021.

**STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):**

Electronically approved as to form by PAO on 12/16/2021.

Signature page needs correction. Corrected signature page will be sent by email.

**STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).**

**STEP 6: CONTRACTOR SIGNS**

**STEP 7: SUBMIT TO BOCC FOR APPROVAL**