

CONTRACT AMENDMENT

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This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHASO", and Kitsap Mental Health Services, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-066-26, and executed on March 23, 2026, shall be amended as follows:

1. **General Terms** are deleted entirely and replaced as attached.
2. **Attachment B:** Statement of Work – Crisis Services is deleted entirely and replaced as attached.
3. **Attachment C:** Budget is deleted entirely and replaced as attached.
4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:

Program Lead, Salish Behavioral Health Administrative Services
Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366

Upon receipt, the Human Services Department will ensure the submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective July 1, 2026.

Dated this 24 day of August, 2026.

**SALISH BEHAVIORAL HEALTH
ADMINISTRATIVE SERVICES
ORGANIZATION, By
KITSAP COUNTY BOARD OF
COMMISSIONERS, Its Administrative
Entity**



Oran Root, Chair



Katherine T. Walters, Commissioner



Christine Rolfes, Commissioner

DATE 8.24.26

ATTEST



Clara Jewell, Interim Clerk of the Board

**CONTRACTOR: Kitsap Mental
Health Services**

Monica Bernhard

B3A6B7FCE5E75BE4E48319A8B285CF5 contractworks

Name: Monica Bernhard

Title: CEO

I attest that I have the authority to sign
this contract on behalf of Kitsap
Mental Health Services.

08/06/2026

DATE



Kitsap County Face Sheet

For Sub-recipient Contracts Using Federal Awards

CFR 200.332 Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide unavailable information when it is obtained. Required information includes:

(Fill in)

Subrecipient's unique entity identifier: XWE7MWGW3235

Federal Award Identification Number (FAIN): B09SM090369; B08TI088142

Federal Revenue Award Date: 7/1/2025; 2/24/2025

Subaward Period of Performance Start and End Date: 1/1/2026 to 12/31/2026; 7/1/2025 – 6/30/2027

☒ Check to verify the information is in contract:

☒ Subrecipient's name (must match the name associated with its unique entity identifier):

☒ Federal award identification:

☒ Subaward Budget Period Start and End Date:

☒ Amount of Federal Funds Obligated in the subaward:

☒ Amount of Federal Funds Obligated to the sub by the pass-through entity, including the current financial obligation:

☒ Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

☒ Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA):

☒ Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity:

☒ Dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement:

☒ Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414):

GENERAL AGREEMENT

SECTION 1. CONTRACTOR REQUIREMENTS

Contractor agrees to perform the services as set forth in the Statement of Work Attachment B, as attached herein.

1.1 Authority

- 1.1.1 Contractor possesses legal authority to apply for the funds covered under this contract.
- 1.1.2 No subcontract shall terminate the Contractor's legal responsibility to SBHASO for any work performed under this Contract nor for oversight of any functions or responsibilities it delegates to any Subcontractor.

1.2 Assignment/ Subcontract

- 1.2.1 Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the SBHASO.
- 1.2.2 Contractor shall obtain written approval for assignment from the Contract Administrator prior to entering into any subcontract for the performance of any services contemplated by this contract; provided, however, that approval shall not be unreasonably withheld.
 - 1.2.2.1 In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor:
 - 1.2.2.1.1 Compliance with applicable terms and conditions of this contract;
 - 1.2.2.1.2 Compliance with all applicable law; and.
 - 1.2.2.1.3 Provision of insurance coverage for its activities

1.3 Limitations on Payments

- 1.3.1 Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 1.3.2 Contractor shall pay no more than reasonable market value for equipment and/or supplies.
- 1.3.3 Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

1.4 Compliance with Laws

- 1.4.1 Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) and all regulations interpreting or enforcing such act. The Contractor shall make reasonable accommodation for Individuals with disabilities, in accord with the ADA, for all Contracted Services and shall assure physical and communication barriers shall not inhibit individuals with disabilities from obtaining Contracted Services.
- 1.4.2. Contractor shall comply with all applicable federal, state, and local statutes, regulations, rules, ordinances, and all amendments thereto, that are in effect when the Contract is signed or that come into effect during the term of this Contract. The provisions of this Contract that are in conflict with applicable state or federal laws or Regulations are hereby amended to conform to the minimum requirements of such laws or Regulations. Applicable laws and regulations include, but are not limited to:
- 1.4.2.1 Title XIX and Title XXI of the Social Security Act.
 - 1.4.2.2 Title VI of the Civil Rights Act of 1964.
 - 1.4.2.3 Title IX of the Education Amendments of 1972, regarding any education programs and activities.
 - 1.4.2.4 The Age Discrimination Act of 1975.
 - 1.4.2.5 The Rehabilitation Act of 1973.
 - 1.4.2.6 The Budget Deficit Reduction Act of 2005.
 - 1.4.2.7 The Washington Medicaid False Claims Act and the Federal False Claims Act (FCA).
 - 1.4.2.8 The Health Insurance Portability and Accountability Act (HIPPA).
 - 1.4.2.9 The American Recovery and Investment Act (ARRA).
 - 1.4.2.10 The Patient Protection and Affordable Care Act (PPACA or ACA).
 - 1.4.2.11 The Health Care and Education Reconciliation Act.
 - 1.4.2.12 The Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.
 - 1.4.2.13 21 C.F.R. Food and Drugs, Chapter 1 Subchapter C – Drugs – General.
 - 1.4.2.14 42 C.F.R. Subchapter A, Part 2- Confidentiality of Alcohol and Drug Abuse Patient Records.
 - 1.4.2.15 42 C.F.R. Subchapter A, Part 8 – Certification of Opioid Treatment Programs.
 - 1.4.2.16 45 C.F.R. Part 96 Block Grants.
 - 1.4.2.17 45 C.F.R § 96.126 Capacity of Treatment for Intravenous Substance Abusers who Receive Services under Block Grant funding.
 - 1.4.2.18 Chapter 70.02 RCW Medical Records – Health Care Information Access and Disclosure.

- 1.4.2.19 Chapter 71.05 RCW Behavioral Health Disorders.
- 1.4.2.20 Chapter 71.24 RCW Community Behavioral Health Services Act.
- 1.4.2.21 Chapter 71.34 RCW Mental Health Services for Minors.
- 1.4.2.22 Chapter 246-341 WAC.
- 1.4.2.23 Chapter 43.20A RCW Department of Social and Health Services.
- 1.4.2.24 Senate Bill 6312 (Chapter 225. Laws of 2014) State Purchasing of Mental Health and Chemical Dependency Treatment Services.
- 1.4.2.25 All federal and State professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Contract, including but not limited to:
 - 1.4.2.25.1 All applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act (33 U.S.C. § 1368), Section 306 of the Clean Air Act (42 U.S.C. § 7606, Executive Order 11738, and Environmental Protection Agency (EPA) Regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to HCA, DHHS, and the EPA.
 - 1.4.2.25.2 Any applicable mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan, issued in compliance with the Federal Energy Policy and Conservation Act.
 - 1.4.2.25.3 Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
 - 1.4.2.25.4 Those specified in Title 18 RCW for professional licensing.
- 1.4.2.26 Industrial Insurance – Title 51 RCW
- 1.4.2.27 Reporting of abuse as required by RCW 26.44.030.
- 1.4.2.28 Equal Employment Opportunity (EEO) Provisions
- 1.4.2.29 Copeland Anti-Kickback Act.
- 1.4.2.30 Davis-Bacon Act.
- 1.4.2.31 Byrd Anti-Lobbying Amendment.
- 1.4.2.32 All federal and state nondiscrimination laws and Regulations.
- 1.4.2.33 Any other requirements associated with the receipt of federal funds.
- 1.4.2.34 Any services provided to an individual enrolled in Medicaid are subject to applicable Medicaid rules.

1.4.3 Contractor shall comply with SBHASO policies, procedures, and practices.

1.4.4 Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

1.4.5 Contractor shall follow definitions outlined in WAC 182-500-0070 as applicable to terms within this Contract including but not limited to:

1.4.5.1 Medically necessary means a term for describing a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the Individual that endanger life, cause suffering or pain, result in an illness or infirmity, threaten to cause, or aggravate a handicap, or cause physical deformity or malfunction. There is no other equally effective, more conservative, or substantially less costly course of treatment available or suitable for the Individual requesting the service. "Course of treatment" may include mere observation or, where appropriate, no treatment at all.

1.5 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County, and Clallam County, and the elected and appointed officials, officers, employees and agents of each of them, from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties, the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property,

including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or the elected and appointed officials, officers, employees and agents of any of them. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision shall survive the expiration or termination of this contract.

1.6 Insurance

1.6.1 For the duration of the contract and until all work specified in the contract is completed, Contractor shall maintain in effect all insurance as required herein. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the SBHASO. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Contractor and returned to

Program Lead, Salish Behavioral Health Administrative Services
Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366.

1.6.2 The Contractor's insurer shall have a minimum A.M. Best's Rating of A-VII.

1.6.3 Coverage shall include the following terms and conditions:

1.6.3.1 The policy shall be endorsed and certificate shall reflect that the SBHASO and Clallam, Jefferson and Kitsap Counties are named as an additional insureds on the Contractor's General Liability Policy with respect to the activities under this Contract.

1.6.3.2 The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against which a claim is made or a suit is brought except with respect to the limits of the Contractor's liability.

1.6.3.3 The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary

insurance and any insurance or self-insurance carried by Kitsap County on behalf of the SBHASO shall be excess and not contributory insurance to that provided by the Contractor.

1.6.3.4 If for any reason, any material change occurs in the coverage during the course of this contract, such changes shall not become effective until forty-five (45) days after Kitsap County Risk Management has received written notice of changes.

1.6.3.5 SBHASO and Clallam, Jefferson and Kitsap Counties have no obligation to report occurrences unless a claim is filed with the SBHASO; and SBHASO or Clallam, Jefferson or Kitsap Counties have no obligation to pay premiums.

1.6.4 The Contractor shall insure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss.

1.6.4.1 Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.

1.6.4.2 If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.

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

1.6.6 The Contractor shall have insurance coverage and limits as follows:

1.6.6.1 Comprehensive Liability

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance with limits of not less than:

COVERAGE

LIMITS OF LIABILITY

Comprehensive General Liability Insurance

- | | |
|---|-----------------------------|
| a. Bodily Injury Liability | \$2,000,000 each occurrence |
| b. Property Damage Liability | \$2,000,000 each occurrence |
| OR | |
| c. Combined Bodily Injury/Property Damage Liability | \$4,000,000 aggregate |

Comprehensive Automobile Liability Insurance

- | | |
|--------------------------------------|--|
| a. Bodily Injury Liability | \$2,000,000 each person
\$2,000,000 each occurrence |
| b. Property Damage Liability | \$2,000,000 each occurrence |
| OR | |
| c. Combined Single Limit Coverage of | \$4,000,000 |

1.6.6.2 Professional Liability Insurance with limits of not less than:

Professional Liability Insurance \$2,000,000 each occurrence

1.7 Conflict of Interest

Contractor agrees to avoid organizational conflict of interest and the Contractor's employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

1.8 Documentation

1.8.1 Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the SBHASO to identify the receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.

1.8.2 The Contractor is required to maintain property record cards and property identification tabs as may be directed by SBHASO codes and changes thereto. This applies only to property purchased from funds under this contract specifically designated for such purchases. Ownership of

equipment purchased with funds under this contract so designated for purchase shall rest in the SBHASO and such equipment shall be so identified.

- 1.8.3 The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with the approved Statement of Work.
- 1.8.4 The SBHASO shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the SBHASO, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by SBHASO agents or employees, inspection of all records or other materials which the SBHASO deems pertinent to this contract and its performance, except those deemed confidential by law.
- 1.8.5 All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the Contractor in connection with the work provided for under this contract shall vest in the SBHASO. The Contractor shall not publish any of the results of this contract work without the advance written permission of the SBHASO. Such material will be delivered to the SBHASO upon request.

SECTION 2. RELATIONSHIP OF THE PARTIES

- 2.1 The parties intend that an independent contractor relationship will be created by this contract, and the conduct and control of the services will lie solely with the Contractor. No official, officer, agent, employee, or servant of the Contractor shall be, or deemed to be, an official, officer, employee, servant, or otherwise of the SBHASO for any purpose; and the employees of the Contractor are not entitled to any of the benefits the SBHASO provides for SBHASO employees. It is understood that the SBHASO does not agree to use Contractor exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its officials, officers, agents, employees, servants, subcontractors, or otherwise during the performance of this agreement.
- 2.2 In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, SBHASO being interested only in the results obtained. However, the work contemplated herein must meet the approval of the SBHASO and shall be subject to SBHASO's general right of inspection and supervision to secure the satisfactory completion

thereof.

- 2.3 In the event that any of the Contractor's officials, officers, employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this agreement or indicate said officials, officers, employees, agents or servants are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said official, officer, employee, agent or servant from performing or providing any of the services as called for within.

SECTION 3. MODIFICATION

- 3.1 No change, addition or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

SECTION 4. TERMINATION

4.1 Failure to Perform

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of this contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

4.2 Without Cause

Either party to this contract may elect to terminate this contract without cause by delivering a ninety (90) day written notice of intent to terminate to the other party.

4.3 Funding

The SBHASO may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during this contract period, or if federal or state grant terms and regulations change significantly.

In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

SECTION 5. LEGAL REMEDIES

- 5.1 Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

SECTION 6. VENUE AND CHOICE OF LAW

- 6.1 Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

SECTION 7. WAIVER

- 7.1 No official, officer, employee, or agent of SBHASO has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the SBHASO to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of SBHASO to thereafter enforce each and every provision.

SECTION 8. NOTICES

- 8.1 All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

Monical Bernhard, CEO
Kitsap Mental Health Services
5455 Almira Dr NE
Bremerton, WA 98311

Jolene Kron, Administrator
Kitsap County Human Services
614 Division St., MS-23
Port Orchard, WA 98366-4676

SECTION 9. PAYMENTS

- 9.1 All payments to be made by Kitsap County, on behalf of the SBHASO, under this agreement shall be made to: Kitsap Mental Health Services, City of Bremerton, County of Kitsap, State of Washington.
- 9.2 This contract shall not exceed the amount set forth in the contract compensation/rate sheet, Attachment C. Contractor agrees to participate in and be bound by determinations arising out of the SBHASO's disallowed cost resolution process.

SECTION 10. DURATION

- 10.1 The Contractor is authorized to commence *January 1, 2026*, providing services pursuant to this contract. This agreement shall terminate on *December 31, 2026*, unless terminated sooner as provided herein.

SECTION 11. WHOLE AGREEMENT

- 11.1 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

SECTION 12. SEVERABILITY

- 12.1 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular part, term, or provision held to be invalid.

SECTION 13. ATTACHMENTS.

- 13.1 The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:

Attachment A – Special Terms and Conditions
Attachment B – Statement of Work

Attachment C – Budget/Rate Sheet
Attachment D – Business Associate Agreement
Attachment E – Data Security and Confidentiality
Attachment F – Certification Regarding Lobbying
Attachment G – Debarment Certification

- 13.2 The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget/Rate Sheet.

ATTACHMENT B: STATEMENT OF WORK - Crisis Services (Mobile Crisis Outreach, ITA Investigation Services, Next Day Appointments and Least Restrictive Order Monitoring and Treatment Services)

1. General Crisis System Requirements. Contractor shall provide services that meet the following requirements:

- a. Crisis services will be available to all individuals who present with a need for crisis services in the Contractor's Service Area.
- b. Crisis services shall be provided in accordance with WAC 246-341-0901 to 0912.
- c. ITA services shall include all services and administrative functions required for the evaluation of involuntary detention or involuntary treatment of individuals in accordance with Chapter 71.05 RCW and Chapter 71.34 RCW. Crisis services become ITA services when a Designated Crisis Responder (DCR) determines an individual must be evaluated for involuntary treatment.
- d. Crisis services shall be delivered to stabilize individuals as quickly as possible and assist them with returning to a level of functioning that no longer qualifies them for crisis services.
- e. Crisis services shall be delivered in a manner that provides solution-focused, person-centered and recovery-oriented interventions designed to avoid unnecessary hospitalization, incarceration, institutionalization or out of home placement.
- f. Crisis Services will include the engagement of individuals in the development and implementation of crisis prevention plans to reduce unnecessary crisis system utilization and maintain the individual's stability.

2. Crisis System Staffing Requirements. Contractor shall comply with staffing requirements in accordance with Chapter 246-341 WAC. Each staff member working with an individual receiving crisis services must:

- a. Be supervised by a Mental Health Professional (MHP) or licensed by Department of Health (DOH).
- b. Receive annual violence prevention training on the safety and violence prevention topics described in RCW 49.19.030. The staff member's personnel record must document the training.
- c. Have the ability to consult with one of the following (who has at least one (1) years' experience in the direct treatment of individuals who have a mental or emotional disorder).
 - i. A psychiatrist;

- ii. A physician;
 - iii. A Physician Assistant; or
 - iv. An ARNP.
- d. The Contractor shall comply with DCR qualification requirements in accordance with Chapters 71.05 and 71.34 RCW and be licensed by the DOH under WAC 246-341-0912. The Contractor shall incorporate the statewide DCR Protocols into the practice of their DCRs.
- e. The Contractor shall have clinicians available twenty-four (24) hours a day, seven (7) days a week who have expertise in behavioral health issues pertaining to children and families.
- f. The Contractor shall make available at least one Substance Use Disorder Professional (SUDP) with experience conducting behavioral health crisis support for consultation by phone or on-site during regular business hours.
- g. The Contractor shall make available at least one (1) Certified Peer Counselor (CPC)/Certified Peer Support Specialist (CPSS) with experience conducting behavioral health crisis support for consultation by phone or on-site during regular business hours.
- i. The Contractor will enhance mobile crisis services by adding CPC/CPSS.
 - a. CPC/CPSSs will be required to complete the HCA CPSS continuing education curriculum for peer services in crisis environments.
 - b. MCR team supervisors of CPC/CPSSs must complete the HCA sponsored Operationalizing Peer Support training for supervisors within six months of hire.
 - c. Meet requirement for Peer Crisis Services outlined in WAC 246-341.
 - d. Contractor will submit a quarterly MRRCT CPC report that includes data on peer services and adult and youth crisis services.
- h. The Contractor shall establish and maintain policies and procedures for crisis and ITA services that implement the following requirements:
 - i. Have capacity to provide services in the community 24 hours per day, seven days a week, 365 days a year.
 - 1. And respond with a two-person dyad (peer and clinician), as possible.
 - ii. No DCR or crisis worker shall be required to respond to a private home or other private location to stabilize or treat a person in crisis, or to

evaluate a person for potential detention under the state's ITA, unless a second trained person accompanies them.

iii. The clinical team supervisor, on-call supervisor, or the individual professional, shall determine the need for a second individual to accompany them based on a risk assessment for potential violence.

iv. The second individual who responds may be a first responder, an MHP, an SUDP, or a mental health provider who has received training required in RCW 49.19.030.

v. No retaliation shall be taken against an individual who, following consultation with the clinical team or supervisor, refuses to go to a private home or other private location alone.

vi. The Contractor shall have a plan to provide training, mental health staff back-up, information sharing, and communication for crisis staff who respond to private homes or other private locations.

vii. Every DCR dispatched on a crisis visit shall have prompt access to information about an individual's history of dangerousness or potential dangerousness documented in crisis plans or commitment records and is available without unduly delaying a crisis response.

viii. The Contractor shall provide a wireless telephone or comparable device to every DCR or crisis worker, who participates in home visits to provide crisis services.

3. Crisis System Operational Requirements.

a. Crisis services shall be available twenty-four (24) hours per day, seven (7) days per week.

- i. Each team will adhere to the HCA Crisis team model as described in the MRRCT Best Practice Guide. Youth MRRCT will follow the MRSS model in the HCA MRRCT Best Practice Guide.
- ii. On the initial crisis outreach service, each team follows best practice guidance, as workforce allows to include at a minimum, a Mental Health Professional (MHP), or a Mental Health Care Provider (MHCP) to provide clinical assessment and a peer trained in Crisis Services, responding jointly. MHCPs, with WAC 246-341-0302 exemption, can respond jointly with a peer in place of an MHP, as long as at least one MHP is available 24/7 for any MHCP or peer to contact for consultation. This MHP does not have to be a supervisor. Additional outreach and follow-up may include two staff

as needed and when clinically appropriate to ensure the safety of the responder and the Individual as staffing allows.

- iii. All MRRCTs may provide additional in-home stabilization after the initial 72-hour crisis intervention as needed up for up to eight weeks to ensure the least restrictive care is used to stabilize Individuals in the community.
- iv. All individuals providing MRRCT services, whether newly hired or currently employed, must complete the following trainings:
 - a. HCA LMS MRSS 101 and 102 modules;
 - b. HCA-approved certified crisis intervention specialist training;
 - c. HCA LMS Trainings in Trauma Informed Care, de-escalation techniques, and harm reduction. MRRCT's that serve Youth will complete the three developmentally appropriate LMS outlined in iv(a); and
 - d. All peers must complete the HCA-sponsored Crisis Awareness and Communication in Peer Support Training
 - e. Salish Regional Crisis Orientation within 90 days of hire.
- v. MRRCT shall follow the established Tribal Crisis Coordination Protocols established between the HCA and the Tribe.

Mobile crisis outreach shall respond within the following timelines:

- 1. One (1) hour of the referral of a behavioral health emergency.
 - a. A behavioral health emergency means a person is experiencing a significant behavioral health crisis that requires an immediate in-person response within 1 hour due to the level of risk or lack of means for safety planning as defined in WAC 182-140-0010. Endorsed teams must follow statutory times to receive supplemental performance payment.
- 2. Two (2) hours of the referral of an emergent crisis.
 - a. An emergent crisis means services that, if not provided, would likely result in the need for crisis intervention or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to RCW 71.05.153.
- 3. Twenty-four (24) hours of the referral of an urgent crisis.
 - a. An urgent crisis is defined as a moderate to serious risk and requires a 24-hour response.

- b. Individuals shall be able to access crisis services without full completion of intake evaluations and/or other screening and assessment processes. Crisis outreach services will be provided in accordance with WAC 246-341.
- c. The Contractor shall document crisis calls, services and outcomes. Contractor shall comply with record content and documentation requirements in accordance with WAC 246-341-0901 to 0912.
- d. The Contractor shall make the following services to all individuals in the Contractor's Service Area:
 - i. Crisis triage and intervention services to determine the urgency of the needs and identify the supports and services necessary to meet those needs.
 - ii. Dispatch mobile crisis or connect the individual to services.
 - iii. For individuals enrolled with a Managed Care Organization (MCO), assist in connecting the individual with current or prior service providers.
 - iv. For individuals who are American Indian/Alaskan Native, assist in connecting the individual to services available from a Tribal government or Indian Health Care Provider, if requested by the individual.
- e. Behavioral health ITA services shall be provided in accordance with WAC 246-341-0912.
 - i. Services include investigation and evaluation activities, management of the court case findings and legal proceedings in order to ensure the due process rights of the individuals who are detained for involuntary treatment.
 - ii. Under no circumstances shall the Contractor deny the provision of crisis services, behavioral health ITA services, evaluation and treatment services, or secure withdrawal management and stabilization services to an individual due to an individual's ability to pay.
- f. The Contractor shall collaborate with SBHASO to develop and implement strategies to coordinate care with community behavioral health providers for individuals with a history of frequent crisis system utilization. Coordination of care strategies will seek to reduce utilization of crisis services.
- g. The Contractor shall establish protocols for providing information about and referral to other available services and resources for individuals who do not meet criteria for Medicaid or GFS/FBG services (e.g., homeless shelters, domestic violence programs, Alcoholics Anonymous).
- h. Contractors must complete and submit the SBHASO Crisis Log daily.

- i. The time frame is 3:01 am the day prior to submission through 3:00 am the day of submission.
- ii. Logs are to be submitted through the Provider Portal by 10:00 am the day of submission.
- iii. Contractor performance expectation for completeness of daily crisis log data shall be 95%.

i. Contractor shall submit a Crisis Quarterly Report due 15 days after the end of the quarter.

j. Contractor shall submit a quarterly report outlining the number of Individuals served by CPC and narrative describing successes and challenges due 10 days after the end of the quarter.

4. Care Coordination: Filing of an Unavailable Detention Facilities Report.

a. The Contractor shall ensure its DCRs report to SBHASO and HCA when it is determined that an individual meets detention criteria under RCW 71.05.150, 71.05.153, 71.34.700 or 71.34.710 and there are no beds available at an Evaluation and Treatment Facility, Secure Withdrawal Management and Stabilization Facility, Psychiatric Unit, or under a single bed certification, and the DCR was not able to arrange for a less restrictive alternative for the individual.

b. When the DCR determines an individual meets detention criteria, the investigation has been completed and when no bed is available, the DCR shall submit an Unavailable Detention Facilities Report (No Bed Report) to the SBHASO and HCA within 24 hours. The report shall include the following:

- i. The date and time the investigation was completed;
- ii. A list of facilities that refused to admit the individual;
- iii. Information sufficient to identify the individual, including name and age or date of birth;
- iv. The identity of the responsible BH-ASO and MCO, if applicable;
- v. The County in which the person met detention criteria; and
- iv. Other reporting elements deemed necessary or supportive by HCA, including sharing if an Individual is AI/AN and accessing services at an Indian Health Care Provider (IHCP) and documenting efforts to coordinate services with the Individual's IHCP.

c. When a DCR submits a No Bed Report due to the lack of an involuntary treatment bed, a face-to-face re-assessment shall be conducted each day by the Contractor's DCR or MHP. This re-assessment shall include an evaluation as to

whether the individual continues to require involuntary treatment or if an appropriate less restrictive alternative could meet the need of individual in crisis. If the individual still meets involuntary treatment criteria, and a bed is still not available, the DCR sends a new No Bed Report to SBHASO and HCA, the DCR or MHP works to develop a safety plan to help the individual meet their health and safety needs, and the DCR continues to work to find an involuntary treatment bed or appropriate less restrictive alternative to meet the individual's current Crisis.

d. The Contractor must attempt to engage the individual in appropriate services for which the individual is eligible and report back within seven (7) calendar days to SBHASO. The report must include a description of all attempts to engage the Individual, any plans made with the Individual to receive treatment, and all plans to contact the Individual on future dates about the treatment plan from this encounter. If the Contractor identifies an individual accesses services at an IHCP, the Contractor shall follow the Tribal Crisis Coordination Protocols. The Contractor may contact the Individual's insurance Provider or treatment Providers including IHCP, as applicable, to ensure services are provided.

5. Next Day Appointments

a. The Contractor's crisis staff shall offer a next day appointment to any individual who meets the definition of an urgent crisis and has a presentation of signs or symptoms of a behavioral health concern.

b. The Contractor shall coordinate with the Salish Regional Crisis Line to ensure that next day appointments are accessible to non-Medicaid individuals accessing crisis line services.

6. Endorsed Mobile Rapid Response Crisis Teams

a. Endorsed Mobile Rapid Response Crisis team staffing standards and service delivery shall be provided in accordance with WAC 182-140.

b. Contractor shall submit all data from the MRRCT BHDS transaction to Salish BH-ASO no later than nine (9) calendar days after the month end to ensure Salish BH-ASO can determine when an endorsed team meets response time standards.

7. Monitoring of and Treatment for Individuals on Less Restrictive Alternative (LRA) Treatment Orders.

a. Contractor shall ensure the provision of LRA Monitoring and Treatment for non-Medicaid individuals residing in the Contractor's Service Area.

b. LRA monitoring shall include, at a minimum, the following:

- i. Assignment of a care coordinator;
- ii. An intake evaluation with the provider of the less restrictive alternative treatment;
- iii. A psychiatric evaluation;
- iv. A schedule of regular contacts with the provider of the less restrictive alternative treatment;
- v. A transition plan addressing access to continued services at the expiration of the order;
- vi. An individual crisis plan; vii. Consultation about the formation of a mental health advance directive under chapter 71.32 RCW; and
- viii. Notification to the care coordinator assigned in (i) of this section if reasonable efforts to engage the client fail to produce substantial compliance with court-ordered treatment conditions.
- ix. For the purpose of this section, "care coordinator" means a clinical practitioner who coordinates the activities of less restrictive alternative treatment. The care coordinator coordinates activities with the designated crisis responders that are necessary for enforcement and continuation of less restrictive alternative orders and is responsible for coordinating service activities with other agencies and establishing and maintaining a therapeutic relationship with the individual on a continuing basis
- x. Contractor shall submit a Least Restrictive Monitoring Report monthly for each individual.

c. In addition to the minimum services listed in (b) above, the contractor shall provide the additional services below when indicated on an LR/CR Order, unless the specified service is not offered by the contractor, at which point, the contractor shall notify SBH-ASO of the circumstance within 3 business days:

- a. Medication Management
- b. Psychotherapy
- c. Nursing
- d. Substance Use Disorder counseling
- e. Residential Treatment
- f. Support for housing, benefits, education and employment; and
- g. Periodic court review

Attachment C: Budget

Agency:

Kitsap Mental Health Services

Contract Number:

KC-066-26-A

Contract Period:

1/1/2026 - 12/31/2026

PROGRAM/Line Item	Fund Source	Previous Period	Changes this Contract	TOTAL
Period		1/1/2026-12/31/2026	7/1/2026 - 12/31/2026	
CRISIS SERVICES				
Mobile Crisis Outreach	SUPTRS	\$100,000	\$0	\$100,000
Mobile Crisis Outreach and Stabilization	GFS	\$2,000,000	\$0	\$2,000,000
Youth Mobile Crisis Outreach and Stabilization	GFS	\$1,100,000	\$0	\$1,100,000
Endorsement add-on for NM	GFS	\$932,537	\$0	\$932,537
Electric Van (One-Time)	GFS	\$0	\$87,500	\$87,500
Facility Based-Crisis Stabilization	GFS	\$150,000	\$175,000	\$325,000
Trueblood crisis enhancement	GFS	\$125,000	\$0	\$125,000
Next Day Appointment for Urgent BH Follow-up	GFS	\$20,000	\$0	\$20,000
AOT Treatment Services	GFS	\$65,000	\$0	\$65,000
AOT Program Coordinator	GFS	\$65,000	\$0	\$65,000
LRA Treatment Services Add-on	GFS	\$9,000	\$20,000	\$29,000
LR/CR Outpatient Monitoring	GFS	\$6,200	\$7,000	\$13,200
Program Total		\$4,572,737	\$289,500	\$4,862,237
Mental HEALTH				
Psychiatric Inpatient Treatment	GFS	\$350,000	\$0	\$350,000
MH Outpatient	MHBG	\$60,000	\$0	\$60,000
MH Residential	MHBG	\$55,000	\$40,000	\$95,000
PACT (funds used to support FACT Team NM)	GFS	\$190,000	\$0	\$190,000
Peer Bridger	GFS	\$100,000	\$0	\$100,000
Governors Funding (for Peer Bridger)	GFS	\$0	\$12,500	\$12,500
Behavioral Health Enhancement Funds	GFS	\$126,447	\$0	\$126,447
Program Total		\$881,447	\$52,500	\$933,947
SUD PROGRAMS				
SUD Outpatient	GFS	\$20,000	\$0	\$20,000
SUD Co-Occurring Residential	SUPTRS	\$85,000	\$0	\$85,000
Program Total		\$105,000	\$0	\$105,000
OTHER PROGRAMS				
Jail Transitions	GFS	\$60,000	\$0	\$60,000
Transportation	MHBG	\$6,000	\$0	\$6,000
Inpatient Court Coordinator, Cost Reimbursement	GFS	\$100,000	\$0	\$100,000
Evaluation & Treatment (E&T) Discharge Planners	GFS	\$110,000	\$0	\$110,000
Program Total		\$276,000	\$0	\$276,000
CONTRACT TOTAL		\$5,835,184	\$342,000	\$6,177,184

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