

ADVISORY BOARD PRE-MEETING

October 2, 2018

12:10-12:50PM

North Sound Behavioral Health Organization

Ted Ryle

Clinical Director

Juvenile Rehabilitation Administration

Washington State Department of Social and Health Services

Rehabilitation Administration

Juvenile Rehabilitation

Ted Ryle, LICSW, MSW, MA
Clinical Director

The WISe Lifeline

Wrapping Around Youth in the Deep End of the Justice System

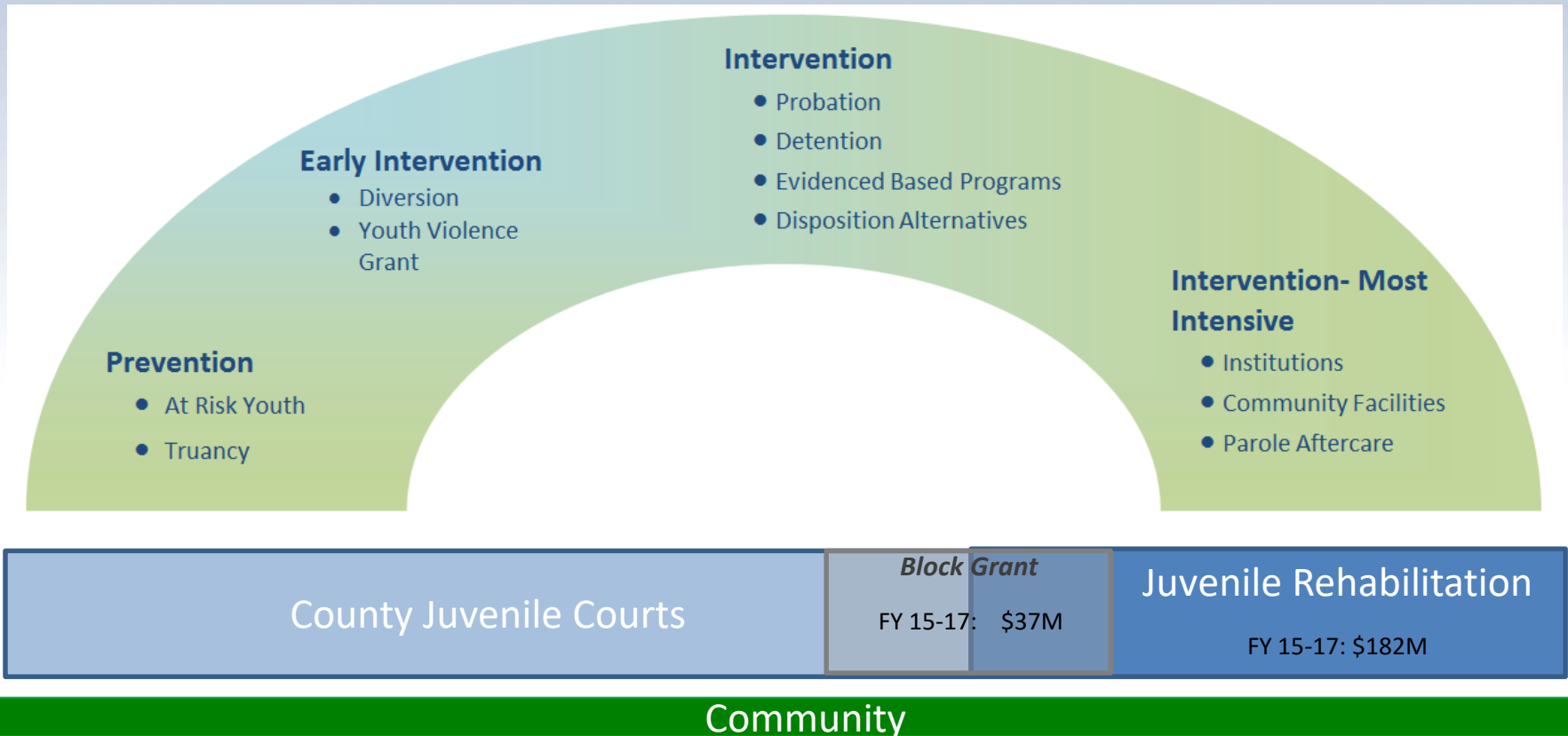
North Sound BHO Advisory Board
October 2, 2018

One Juvenile Justice System

Transforming
Lives

Shared Goal

Public safety while providing rehabilitation to help youth become successful adults, return to the community and avoid crimes in the future.



Juvenile Rehabilitation (JR)

- Youth may be committed to JR custody by any county juvenile court
- Juvenile courts follow prescribed sentencing guidelines to determine which youth will be committed to JR
- Youth who receive a sentence of more than 30 days are confined in JR facilities
- Depending on crime, roughly half release with parole aftercare



Guiding Principles

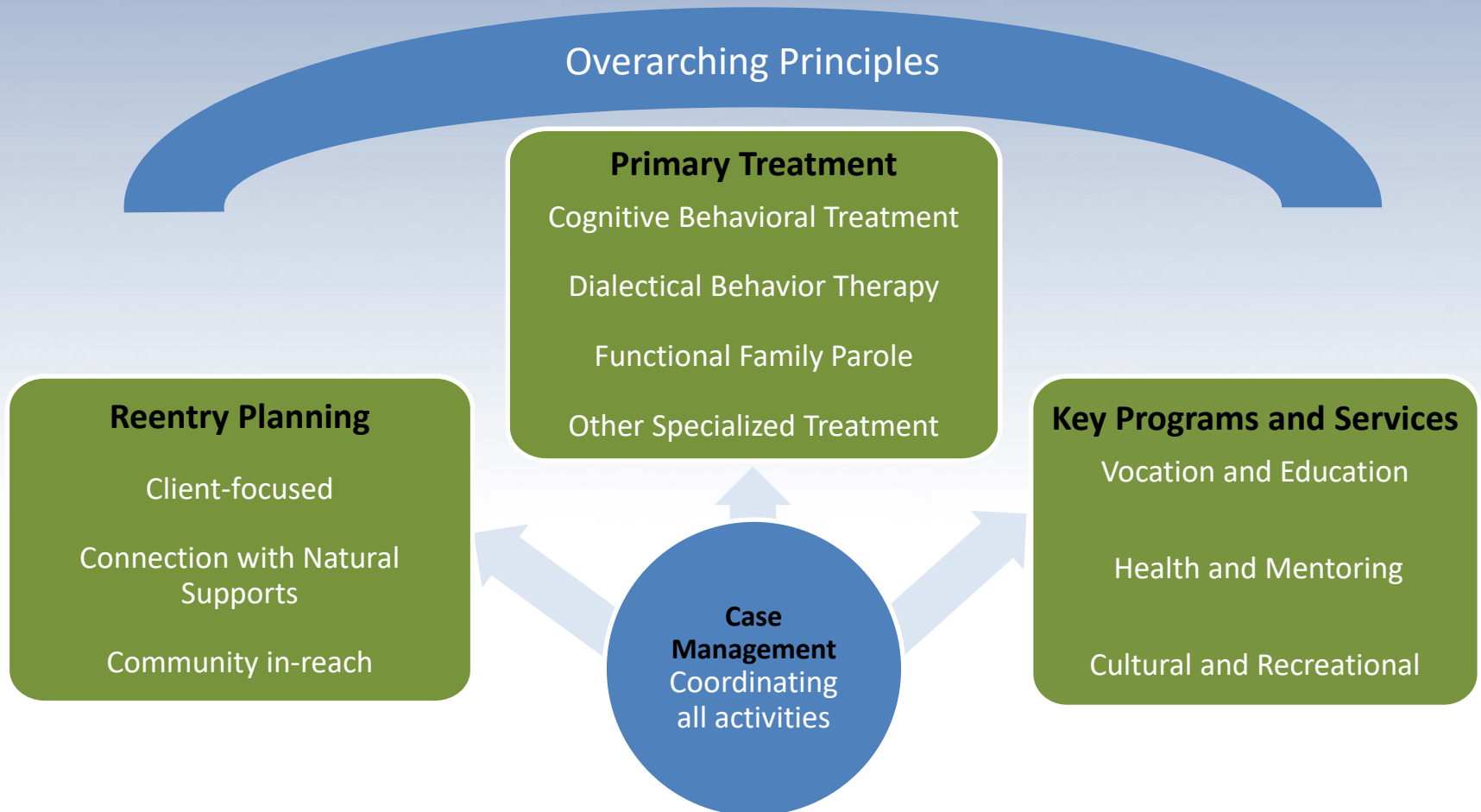
Transforming
Lives

- Public Safety
- Accountability
- Prevent further criminal behavior
- Address Racial and Ethnic Disparities
- Use evidence and research based practices
- Developmentally appropriate
- Strength based
- Education & Employment emphasis
- Youth and family driven
- Community partnerships



Providing Rehabilitation in JR

Transforming
Lives



JR Service Delivery System

Transforming
Lives



Institutions

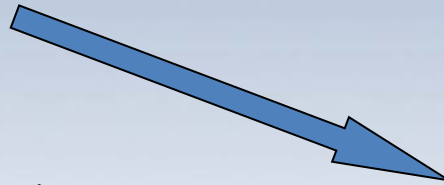
- Echo Glen Children's Center (Snoqualmie)
- Green Hill School (Chehalis)
- Naselle Youth Camp (Naselle)

Residential Care:

Average Length of Stay:

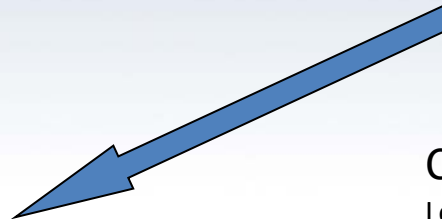
1,046 youth served in FY 15

10.4 months (FY2015)



Community Facilities (Step Down)

Located in Kirkland, Lakewood, Olympia, E. Wenatchee, Ephrata, Kittitas, Yakima, Richland

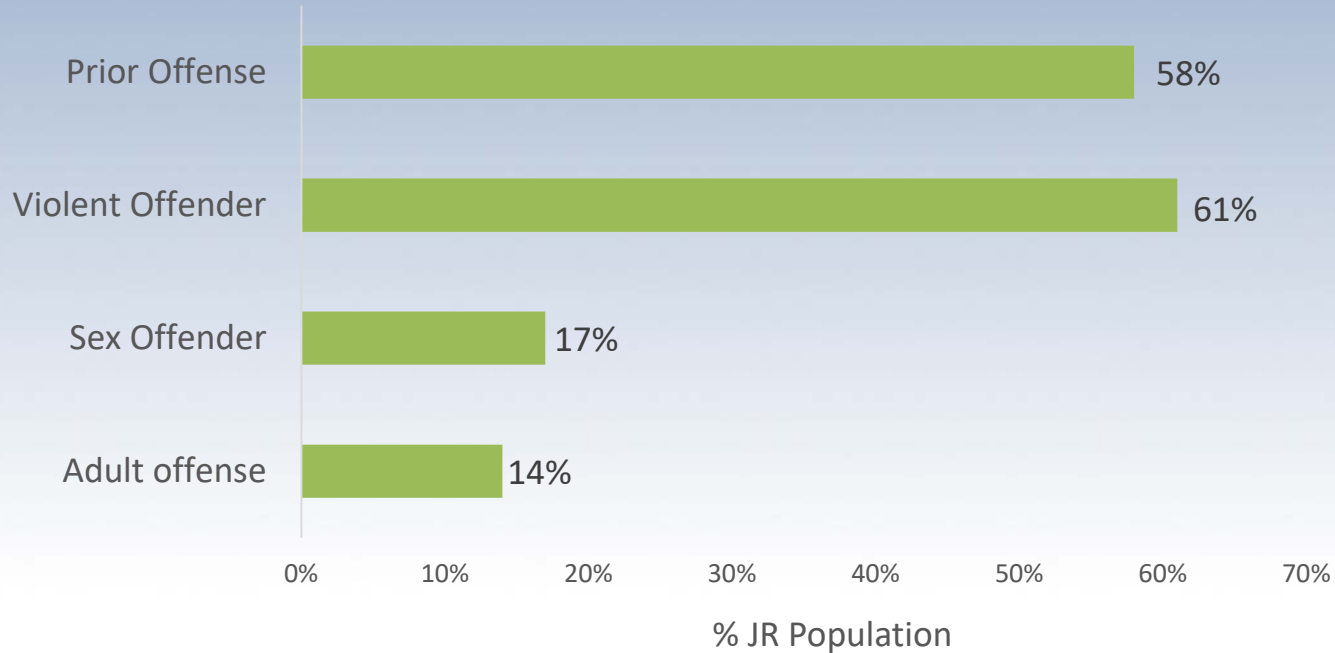


Parole Aftercare

Average Length for Parole = 4 to 6 months

Sex Offender Parole = 12-36 months

Offense Characteristics



Three most common offenses:

Robbery

Assault

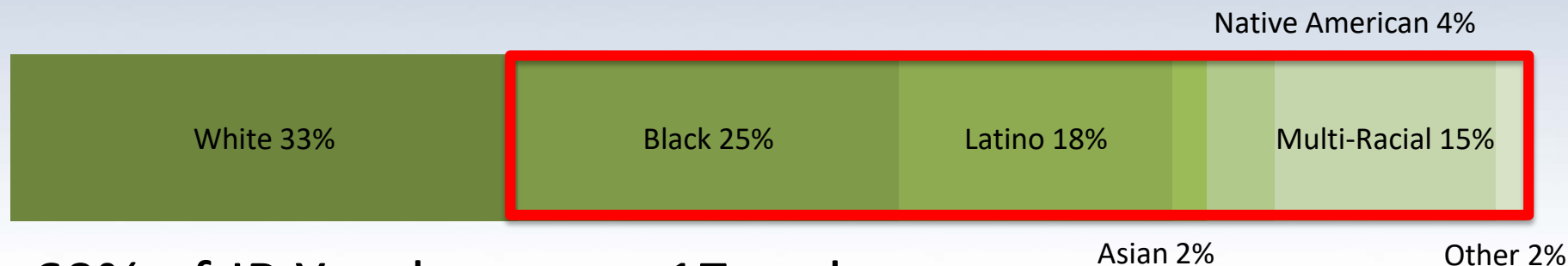
Burglary

Current Residential Population

- Over nine in ten JR youth are male (93%)

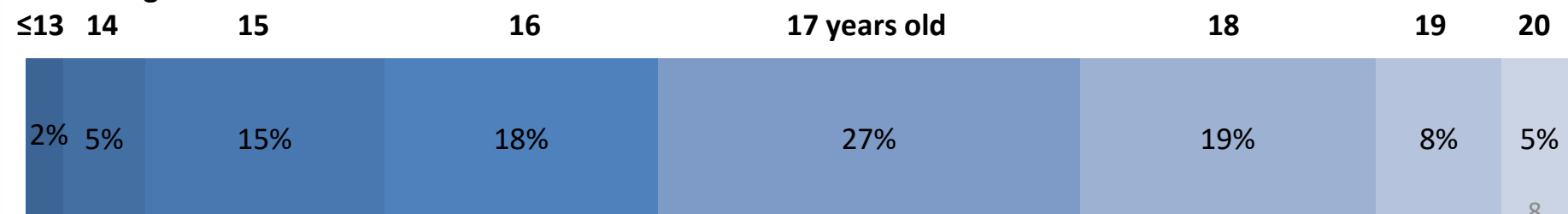


- Youth of Color are the majority of JR youth (67%)

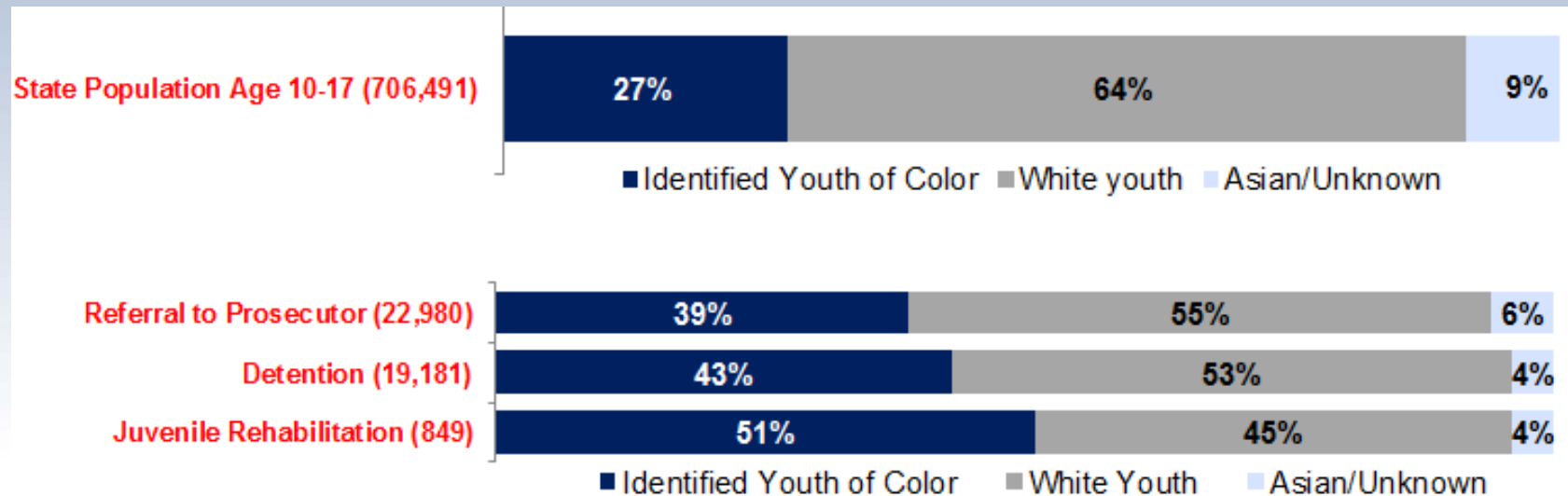


- 60% of JR Youth are age 17 and over

Current Age:



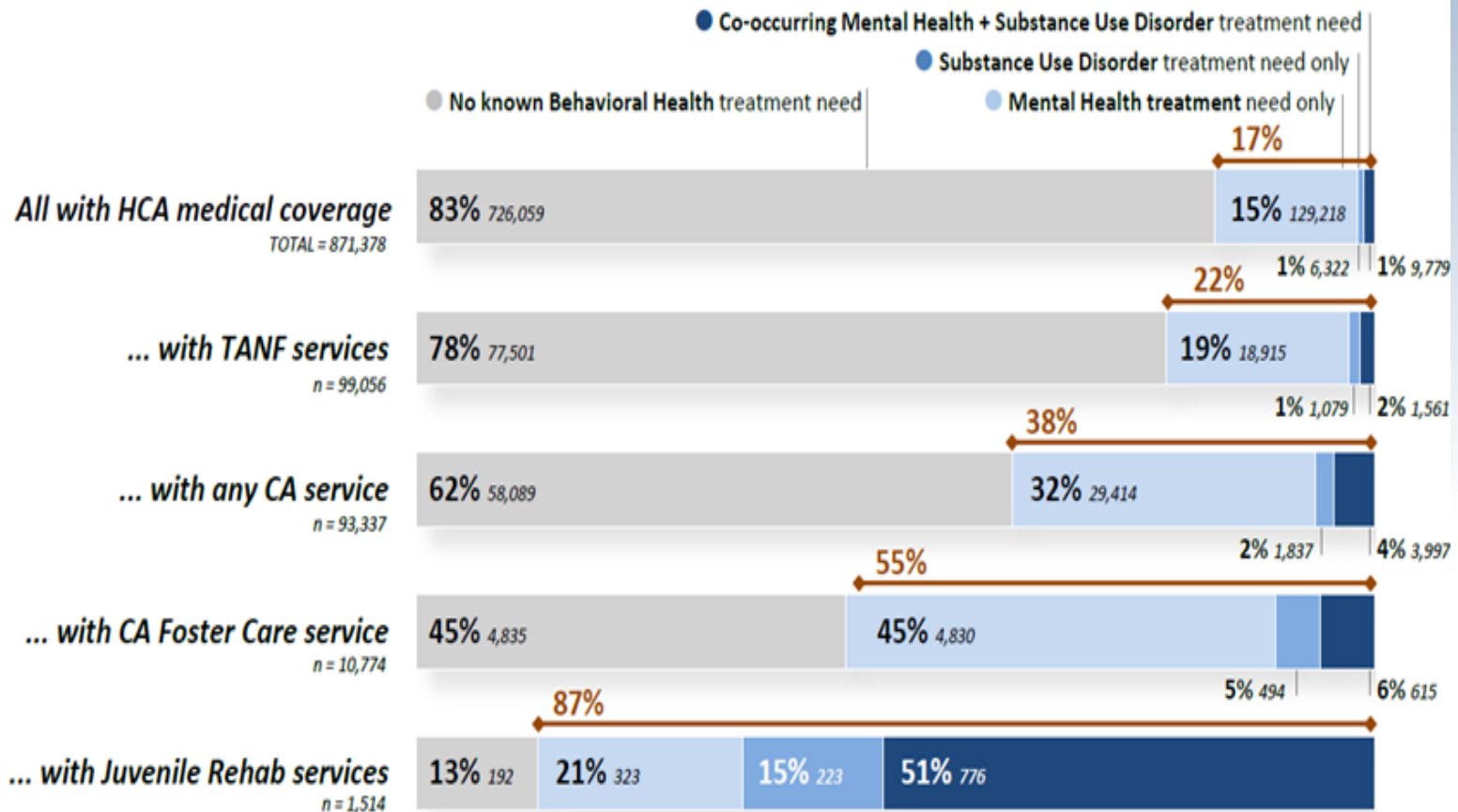
Racial and ethnic disparities increase at each level of the JJ system



“Identified Youth of Color” on this slide means the overrepresented groups of African-American, Hispanic/Latino, and Native American youth

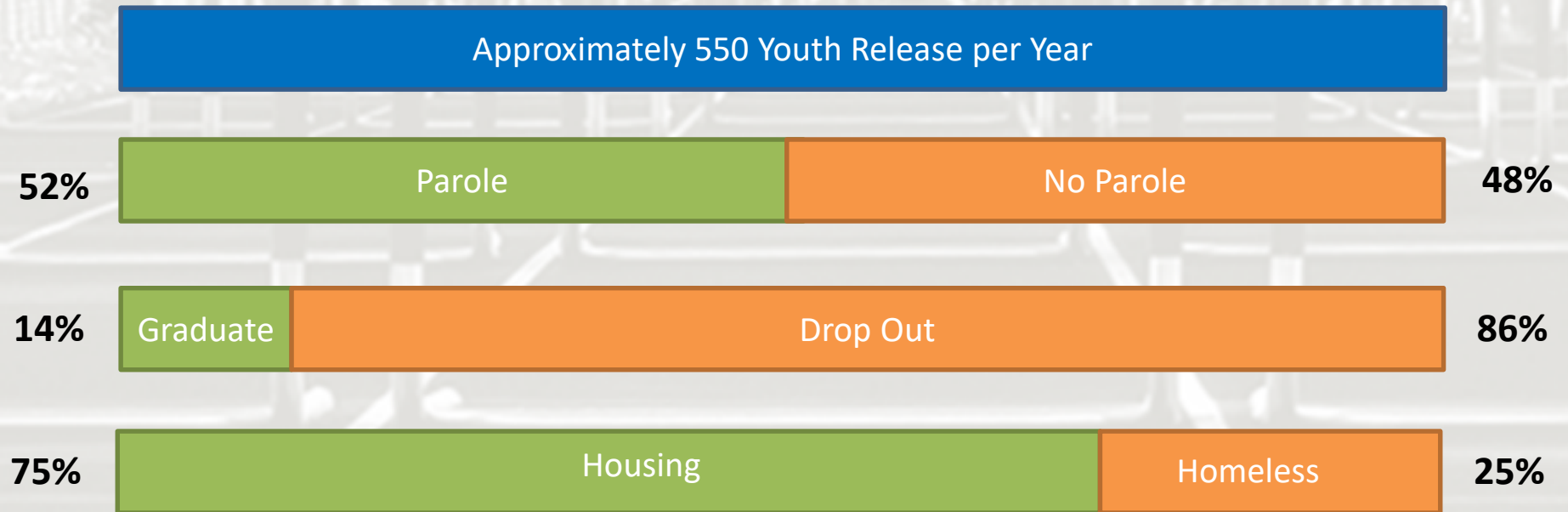
Behavioral Health Needs of Youth in JR

Transforming Lives



JR Youth Experience Many Complex Barriers

JR youth often experience hurdles and barriers to community reintegration upon release from confinement.

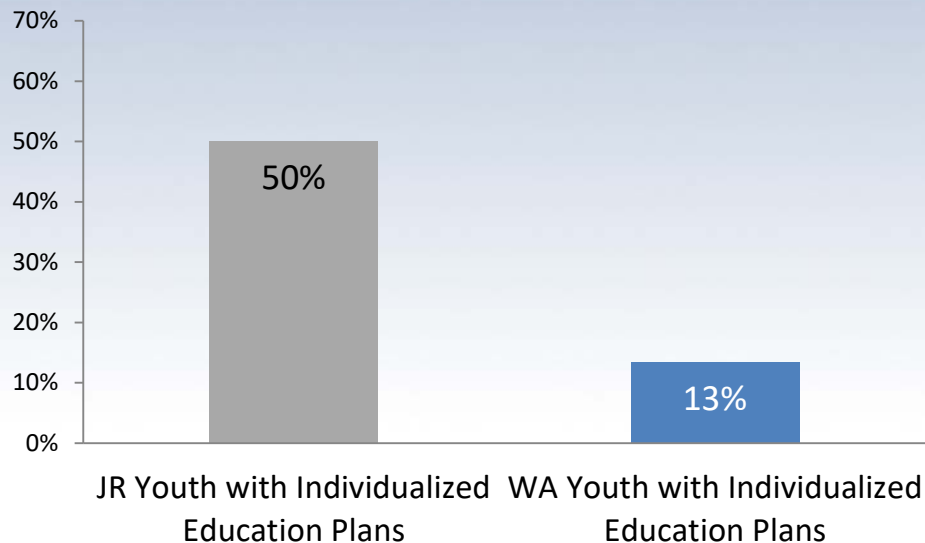


SOURCE: DSHS Juvenile Rehabilitation, DSHS Research and Data Analysis Division

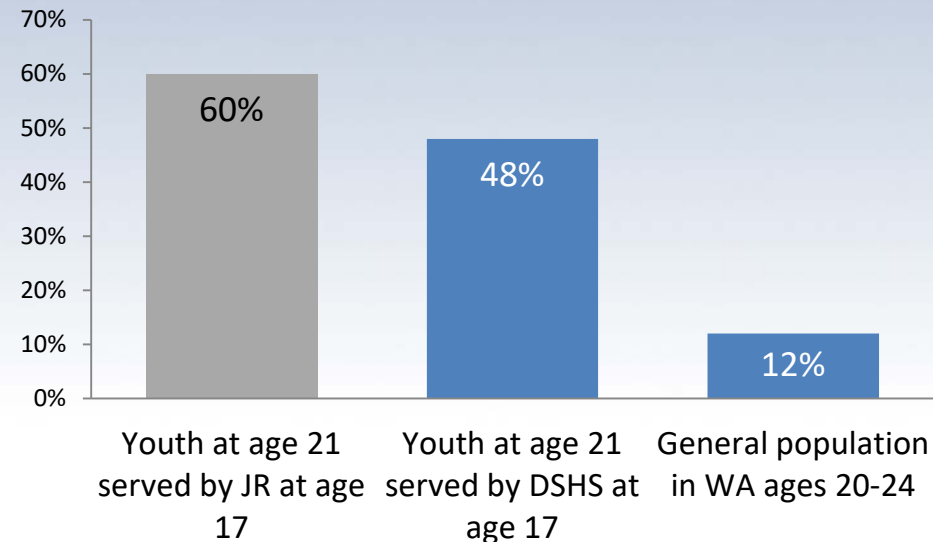
JR Youth Need Targeted Education & Employment Supports

Transforming
Lives

Youth in JR have higher rates of Special Education



Youth in JR have much higher rates of post-release unemployment



Sources: Center for Continuing Education and Research University of Washington, 2015
Population Query with Institution Principals
Office of the Superintendent of Public Instruction, Percentage of youth in WA with Special Education, OSPI Report Card 2014-2015
<http://reportcard.ospi.k12.wa.us/summary.aspx?groupLevel=District&schoolId=1&reportLevel=State&year=2014-15>

Sources: Employment Security Department/LMEA; U.S. Bureau of Labor Statistics, Current Population DSHS RDA Agency Performance Metrics, Percentage of youth served by DSHS who transition to employment at age 21

Individualized Rehabilitation Model Transforming Lives



Reentry

Transforming
Lives

What is Reentry?

Reentry is the planning process that promotes successful transition from confinement to the community with the help of a supportive team.

Key Reentry Domains

- ❖ Family & Living Arrangements
- ❖ Peer Groups & Friends
- ❖ Behavioral & physical health
- ❖ Substance Abuse
- ❖ Leisure & Recreational Activities
- ❖ Education & Vocational Training
- ❖ Employment



Reentry Team Meetings (RTMs)

Transforming
Lives

- ❖ Adapted from Family Team Decision Making (FTDM)
- ❖ Youth & family-focused
- ❖ Team develops individualized Reentry Plan
- ❖ Youth authors plan with case manager support.
- ❖ Increased community presence is a priority.



WISe Referral Protocol

- Medicaid Enrollment
 - Youth are enrolled early in residential stay
 - Medicaid suspended until 7 days pre-release
- WISe Suitability
 - Assessed by clinician at intake
 - Youth, family, case manager can refer at any time
 - Coordinator contacts BHO/MCO or provider to arrange CANS screen



WISe Coordination

- Youth and family oriented to WISe at **Intake RTM** when indicated.
- Assigned **Case Manager** connects with Mental Health Coordinator to support WISe access for interested families.
- Regional **Mental Health Coordinator** Connects youth and family to local BHO/MCO/Provider for screen and assessment



WISe Coordination

- The WISe agency should initiate **Rehab Case Management** 30-60 days prior to release.
 - Participate in **Release RTM** 30-45 days pre-release
 - Engage in discharge planning and WISe care coordination
- **Parole Counselor** is CFT member for youth who receive Parole Aftercare Services.





- How can we partner to support pre-release planning
- How can we strengthen coordination & collaboration amidst Bx Health Integration?



North Sound Behavioral Health Organization

Advisory Board

Agenda

October 2, 2018

1:00 p.m. – 3:00 p.m.

Call to Order and Introductions

Revisions to the Agenda

Approval of September Minutes.....TAB 1

Announcements

Brief Comments or Questions from the Public

Standing Committee Reports

— Quality Management Oversight Committee (QMOC)(No September Meeting)

Executive/Finance Committee Report

— Approval of September ExpendituresTAB 2

Executive Director's ReportTAB 3

— Introduction to the Revised North Sound BHO Operating Agreement.....TAB 4

— Managed Care Organizations Contract – Advisory Board Language.....TAB 5

— State Contract – Advisory Board Language.....TAB 6

— Contract Requirements to Advisory Board Bylaws.....TAB 7

— Changes Coming January 1st, 2019 to Apple Health Document.....TAB 8

Executive Director's Action ItemsTAB 9

Old Business

— Draft 2019-2020 Work PlanTAB 10

New Business

— January 1st, 2019 Advisory Board Meeting Change

— 2019 Chair and Vice-Chair NominationsTAB 11

— 2018 Regional Opioid Youth Services Forum

Report from Advisory Board Members

Reminder of Next Meeting

Adjourn



North Sound Behavioral Health Organization

Advisory Board

September 4th, 2018

1:00 – 3:00

Advisory Board Meeting Notes

Members Present:

- Island County: Candy Trautman, Christy Korrow
- San Juan County:
- Skagit County: Duncan West, Joan Lubbe
- Snohomish County: Marie Jubie, Jack Eckrem, Fred Plappert, Joan Bethel, Pat O'Maley-Lanphear, Jim Bloss
- Whatcom County: David Kincheloe, Arlene Feld, Michael Massanari

Members Excused:

- Island County: Chris Garden
- San Juan County: Theresa Chemnick
- Skagit County: Ron Coakley
- Snohomish County: Ashley Kilgore, Jennifer Yuen, Carolann Sullivan
- Whatcom County: Mark McDonald

Members Absent:

- Island County:
- San Juan County:
- Skagit County:
- Snohomish County:
- Whatcom County:

Staff: Joe Valentine; Executive Director, Maria Arreola; Advisory Board Coordinator

Guests: Katelyn Morgan; Behavioral Health OMBUDS Specialist, Amanda Sloan; Behavioral Health OMBUDS Specialist, Boone Sureepisarn; Behavioral Health OMBUDS Specialist,

Call to Order and Introductions

The Chair called the meeting to order at 1:05 p.m. and introductions were made.

Revisions to the Agenda

The Chair inquired regarding revisions to the Agenda. None mentioned.

Approval of Minutes from the Previous Meeting Minutes

Motion made to approve the August and July minutes as written. Motion seconded. All in Favor.

Standing Committee Reports (Briefs from Each Committee Attached)

— Quality Management Oversight Committee (QMOC)

- No August meeting held.
- The September 12th, 2018 meeting has been cancelled due to the Regional Opioid Youth Forum being held.
- The next scheduled meeting is October 10th, 2018.
- It was determined to have a list of policies that are being worked on during the duration of cancelled meetings.

Announcements

— Christy Korrow – Island County

Christy spoke of her interest in serving on the Board. Christy is a Langley City Council Member. A goal is to report back to Council meetings and connecting with the community regarding the behavioral health services. Christy is accepting of the opportunity to be a voice for the South Whidbey community. Maria will coordinate an orientation meeting with Christy. Members voted on Christy's membership on the Board. All in Favor.

Brief Comments from the Public

None

Executive Director Report

- Integration Planning
- Budget Update - IMD
- September 12th Youth Opioid Forum
- New North Sound BHO Medical Director

Joe requested to have two documents be created for the next Advisory Board Meeting. A document reflecting the name changes that will occur in the Interlocal Agreement. A second document reflecting the Advisory Board components in the state and MCO contracts. Maria will coordinate with North Sound BHO staff to have these two documents created.

Action Items

Joe reviewed each of the Actions Items with the Advisory Board

- A motion was made to move the Action Items to the County Authorities Executive Committee for approval. Motion was seconded. All in favor.
- Motion approved to forward the Action Items to the County Authorities Executive Committee for approval.

Old Business

Draft 2019 – 2020 Work Plan

- Members reviewed the draft work plan. The top three focus areas were chosen. It was determined to further review the components of the top three focus areas during the October meeting.
 - Accountability
 - Crisis System
 - Communication

2019 Ad Hoc Budget Review

- It was determined to postpone the Ad Hoc Budget Review Committee until October.

New Business

None

Report from Advisory Board Members

None






Reminder of Next Meeting

The next Advisory Board meeting is October 2nd, 2018 in Conference Room Skagit

Adjournment

The Chair adjourned the meeting at 3:03 p.m.

North Sound BHO Advisory Board Budget September 2018

		All Conferences	Board Development	Advisory Board Expenses	Stakeholder Transportation	Legislative Session
	Total	Project # 1	Project # 2	Project # 3	Project # 4	Project # 5
Budget	\$ 42,000.00	\$ 16,000.00	\$ 3,545.00	\$ 20,200.00	\$ 255.00	\$ 2,000.00
Expense	(23,527.55)	(5,262.26)	(3,545.00)	(12,470.29)	(250.00)	(2,000.00)
Under / (Over) Budget	\$ 18,472.45	\$ 10,737.74	\$ -	\$ 7,729.71	\$ 5.00	\$ -
						

BHC , NAMI, COD, OTHER	BOARD SUMMIT (RETREAT)	Costs for Board Members (meals mileage, misc.)	Non- Advisory Board Members, to attend meetings and special events	Shuttle, meals, hotel, travel
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North Sound Behavioral Health Organization, LLC
Warrants Paid
September 2018

		Type	Date	Name	Memo	Amount
Advisory Board						
Supplies						
	Bill		09/11/2018	Office Depot-Gift Cards	Batch # 125170	1,098.90
	Bill		09/11/2018	Office Depot-Gift Cards	Batch # 125170	28.95
Total · Supplies						1,127.85
Travel						
	Bill		09/04/2018	AA Dispatch	Batch # 125075	669.75
	Bill		09/18/2018	City Cab, Inc.	Batch # 125265	189.70
	Bill		09/18/2018	Yuen, Jennifer	Batch # 125265	49.05
	Bill		09/18/2018	Care-E-Me Van Service	Batch # 125265	250.00
Total · Travel						1,158.50
Miscellaneous						
	Bill		09/04/2018	Farmhouse Inn Restaurant	Batch # 125075	646.00
Total · Miscellaneous						646.00
Total · Advisory Board						2,932.35

North Sound BHO Executive Director's Report
For the North Sound Behavioral Health Advisory Board
October 2, 2018

1. INTEGRATION PLANNING

a) MCO-BHO Contract Negotiations

- We've completed the first two rounds of contract negotiations with all 5 MCOs;
- The proposed contract, scope of work, and compensation plan for delegating to us the "transition year" behavioral health services; and the proposed contract, scope of work and compensation plan for "crisis services".
- These contract documents had to also include the "downstream" contract formats we would use with our providers.
- These proposed contract documents were necessary for them to meet the deadline to submit their behavioral health networks to the Office of Insurance Commissioner [OIC].
- The hope is to have the OIC response by October 15. This then only give us until October 26 to have our provider contracts signed. **[see attached timeline]**
- We are working with Dale Jarvis to model the impact of the proposed MCO compensation plans on our projected costs for funding the existing array of behavioral health services, including crisis services.
- If there appear to be significant gaps between the projected revenue needed to maintain current services and the amount and method of compensation being proposed by the MCOs, then we have asked that we re-negotiate the compensation plans.
- **Based on the initial compensation proposals, we may experience a significant shortfall in maintaining our current level of crisis services, especially for our mobile outreach teams [CPIT] and our Triage centers.**
- Still to be negotiated are additional contract addendums for passing through funding for the Behavioral Health Enhancement Services proposed in our "6032" plan and the additional coordination services we have proposed to continue to provide.

b) Regional Planning

- We've created a "Joint Operating Committee" [JOC] as a subgroup under the Interlocal Leadership Structure that will tackle the specific planning issues related to MCO-BH ASO contractual arrangements related to billing, data, clinical protocols etc.
- The JOC will be composed primarily of BHO and MCO staff and will be supported and facilitated by the Health Management Associates [HMA] consultants who are working with us.
- The JOC will also assist in coordinating the multiple recommendations from the specific Integrated Care Planning workgroups that we will be phasing in over the next several months. The technical workgroup focusing on specific billing and data exchange requirements and processes has already begun.
- The "Early Warning" workgroup will also be one of the early workgroups to be implemented.

- On October 1, we held the quarterly Integrated Providers meeting. At this meeting our technology consultant, XPIO, provided our contracted providers with the results of their assessments of each agency's readiness to operate under the integrated managed care business model. We also provided specific instructions and handed out forms for them to use in requesting financial and technical assistance with making the necessary changes to their technology infrastructures. We also provided them with copies of the new "downstream" contract format that we will need to have them sign by October 26.
- The BHOs are continuing to work with our legislative liaison to develop draft legislative language that would formalize the role of the Behavioral Health Administrative Services Organization [BH-ASO] in statute and would include in addition to Crisis and non-Medicaid services, some of the system coordination and capacity building functions we currently perform.

2. BEHAVIORAL HEALTH FACILITIES UPDATE

- We are beginning to develop our legislative strategy for asking for the additional Capital funds needed to complete the projects that were listed in our original 2017-18 Capital request. We will once again be working with "Strategies 360". Attached is a draft of a part of the progress report we will be providing our legislators.

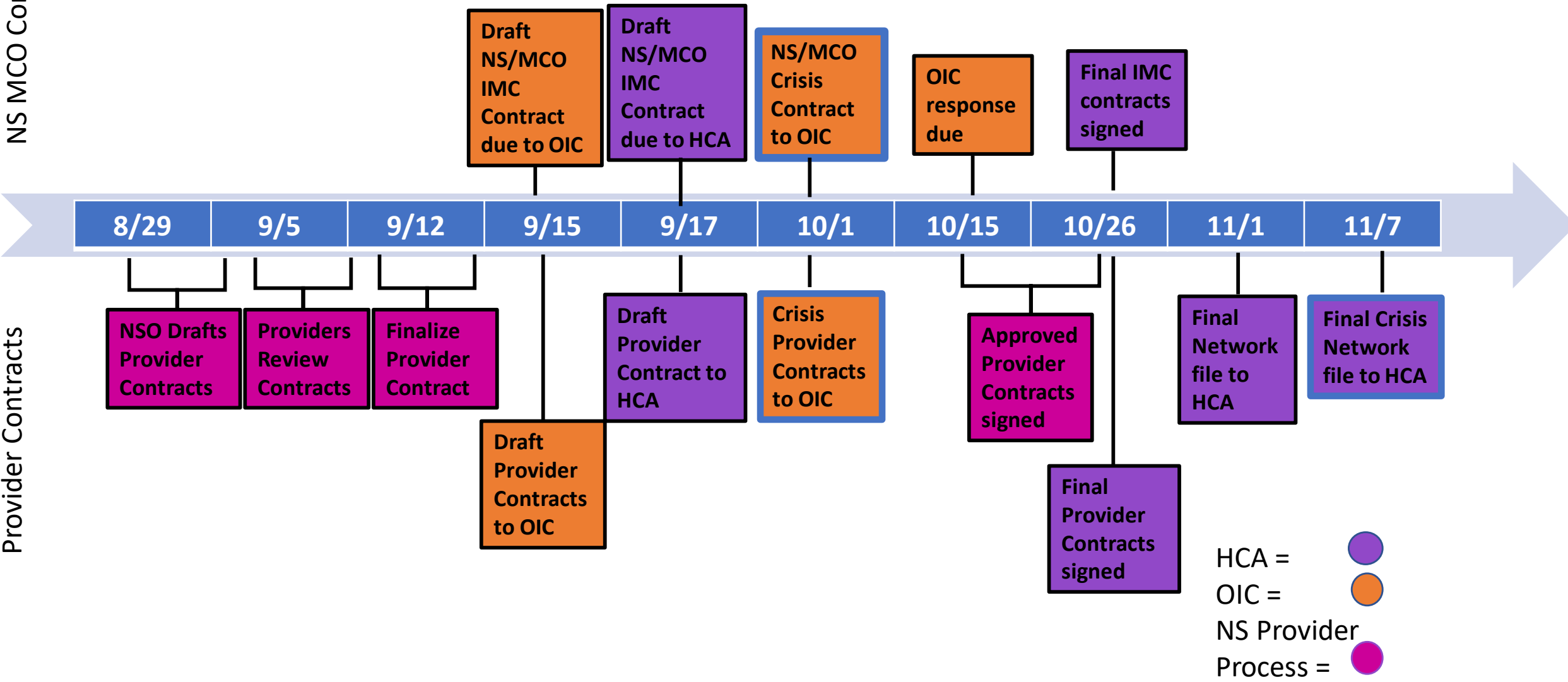
3. REGIONAL OPIOID PLAN

- Following the September 12 Youth Services Opioid Forum, we are working with the original planning group to begin identifying specific strategies that received priority emphasis by summit participants. These will then be reviewed and discussed in a subsequent meeting with a larger stakeholder group. [see attached diagram]
- The County-BHO-North Sound ACH Opioid Plan workgroup is also identifying the next set of strategies to move ahead with that were in the original Opioid Plan. These include: 2019 Opioid Forums, Stigma Reduction group, and implementation of the new SAMHSA grant for expansion of Medication Assisted Treatment to geographically distant areas [see below].
- The North Sound BHO has been awarded a grant of \$524,774 for "Targeted Capacity Expansion of Medication Assisted Treatment". We will need to create a project team, and plan to begin services in 4-6 sites by January. Strategies will include procuring and agency/agencies to hire 3 Nurse Care Managers[NCM] and arrange for prescribers.
- The NCMs will initially cover the following areas:
 - 1) Island (Whidbey, Camano, Stanwood) – space provided by Island County Health Dept
 - 2) Northeast (East Whatcom/East Skagit Counties) – space provided in Concrete & TBD Whatcom
 - 3) Southeast (covers Southeast Snohomish County) – space to be provided by Suak Suiattle tribe

North Sound BHO/MCO Contracting/Regulatory Proposed Timeline

NS MCO Contract

Provider Contracts



North Sound Behavioral Health Organization
Facilities and Recovery System of Care Plan Summary
Updated September, 2018

Capital Budget Request for 2017-19 Biennium

The North Sound Behavioral Health Organization (BHO), and its 5 counties submitted a request for Capital Funds at the beginning of the 2017 Legislative Session to phase in the funding and construction of the needed facilities over the next two biennia. Below is a summary of which projects the legislature funded and the status of each project.

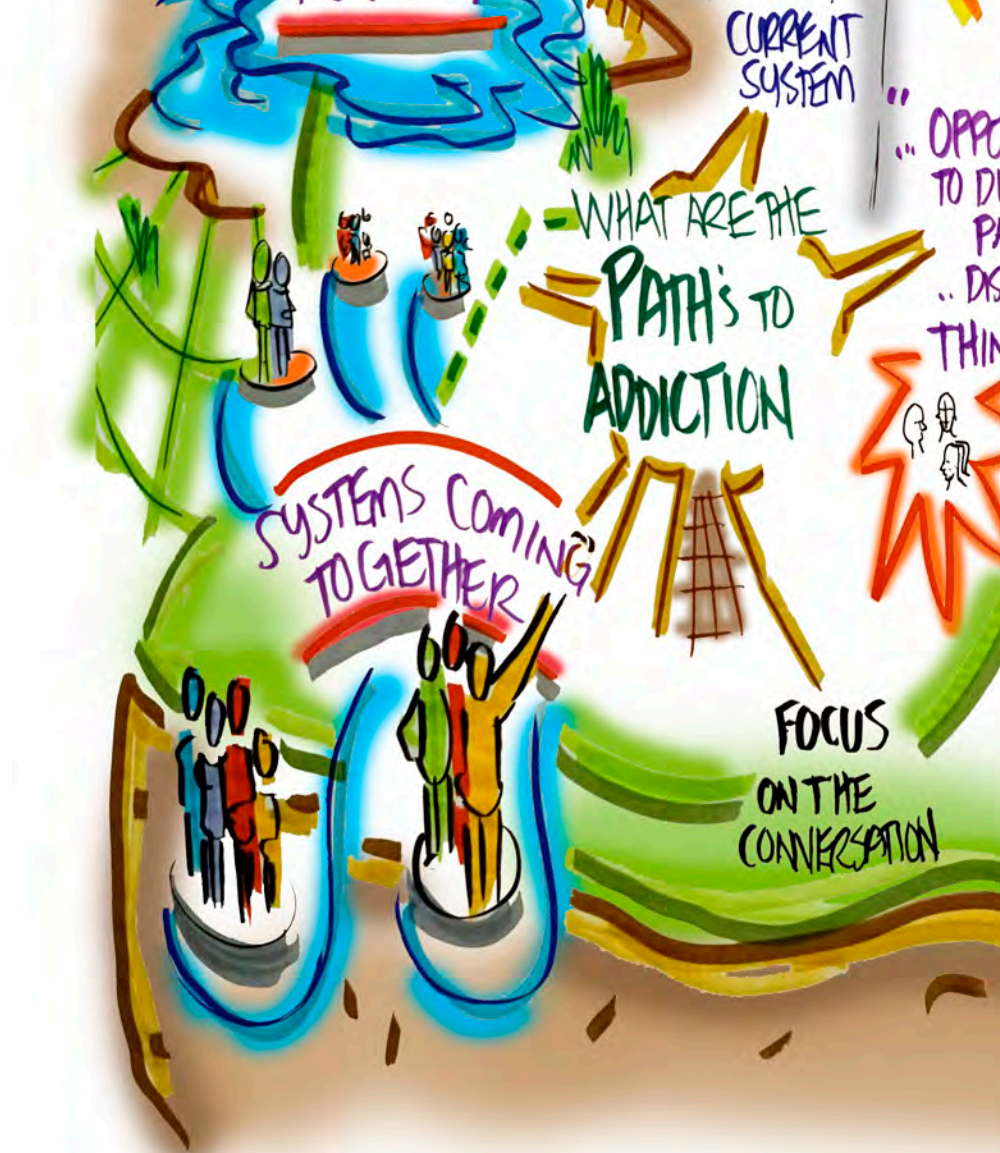
Facility	Request	Funded	Explanation	Current Status
Substance Use Disorder Intensive Inpatient Treatment Facilities - Everett Two 16 Bed Facilities	\$12 million for both facilities	\$ 10 million	Remodel a large portion of the county owned Denney Juvenile Justice Center which is a county-owned to accommodated (2) 16 bed treatment facilities. <i>The North Sound BHO provided \$2.5 million in seed money.</i>	<ul style="list-style-type: none"> • Schematic design and cost estimate completed. • Pre-application meeting with city of Everett held. No public opposition • Construction design underway. • Pioneer Human Services selected to operate both programs. • Snohomish County is also providing support such as in-kind support • To include co-occurring treatment facility • Construction begin: 2nd Qtr 2019 Completion: 2nd Qtr 2020.
Mental Health Triage - Bellingham 16 Bed	\$5 million	\$ 5 million	A new facility which would replace the existing smaller Triage facility which is on county-owned land. <i>The North Sound BHO provided \$2.5 million in seed money for this and the new Detox facility.</i>	<ul style="list-style-type: none"> • Schematic design and cost estimate almost completed. • Construction design underway. • Target completion date: December, 2019. • Operation to begin 1st Qtr, 2020
Acute Detox - Bellingham 16 Bed	\$ 2 million	\$ 2 million	This would be a new facility located adjacent to the new Triage facility.	Same as above
Skagit Stabilization Campus - Evaluation and Treatment (E&T)	\$6 million	\$1.5 million	To replace the existing E&T located on the North Cascades Campus. The lease has been extended until June, 2021.	<ul style="list-style-type: none"> • Skagit county has purchased an 8 acre parcel of land in Sedro Wooley off Highway 20.

Facility – Skagit County 16 Bed			<i>The North Sound BHO provided \$2.5 million in seed money for both the E&T and proposed Detox Facility.</i>	<ul style="list-style-type: none"> • Preliminary schematic design for an E&T and a Secure Detox has been completed. • A preliminary design to locate additional SUD treatment facilities on the site have been developed. • North Sound Tribes interested in partnering on design and funding.
Skagit Stabilization Campus - Acute Detox 16 Bed – Skagit County	\$6 million	None for this project, but the \$1.5 million allocated for the E&T will also support preliminary site planning for the entire campus location	Locate adjacent to the E&T on the Stabilization Campus. This may be further developed to become a <i>Secure Detox</i> for persons who are involuntarily committed.	Same as above
Tri-County Triage and Sub-Acute Detox - 8 Bed	\$4 million	\$4 million	Meets the need for access to services for Island, San Juan, and West Skagit County. Island County has purchased property in Oak Harbor where this facility can be located. <i>The North Sound BHO and Skagit County provided \$ 1 million in seed money.</i>	<ul style="list-style-type: none"> • Schematic design and cost estimate completed. Proposed design changed to a 10 bed facility. • Site analysis completed • Conditional use application submitted – public meeting in October. • More detailed cost estimate shows project could go up to \$6 million. – design changes will try to reduce this. Island County also providing financial support.
Long Term Substance Use Disorder Treatment Facility 16 Bed	\$6 million	Not Funded	Replaces 16 of the 32 beds it is estimated North Sound will need when Pioneer Center North closes. Location to be identified.	Overall site design for the Skagit Stabilization Campus includes the possibility for a 32 bed SUD Residential Treatment Facility with a special focus on Opioid addiction.
2017-19	\$41 million	\$22.5 million		
BHO Seed Money	\$8.5			
Unfunded	\$ 10 million			

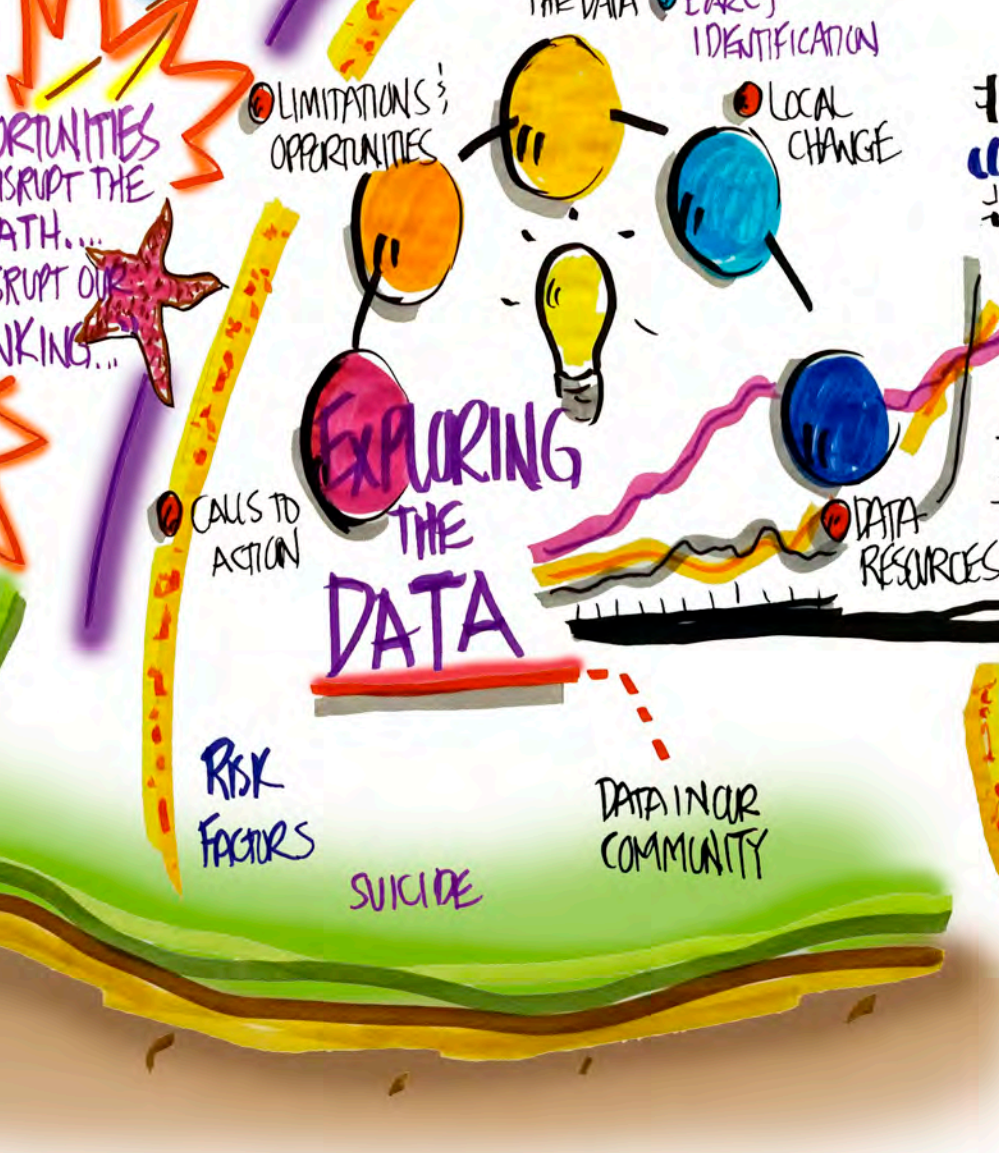
2018 NORTH SOUND REGIONAL OPIOID YOUTH FORUM

BOW, WASHINGTON
SEPTEMBER 12, 2018

PURPOSE OF OUR WORK TODAY



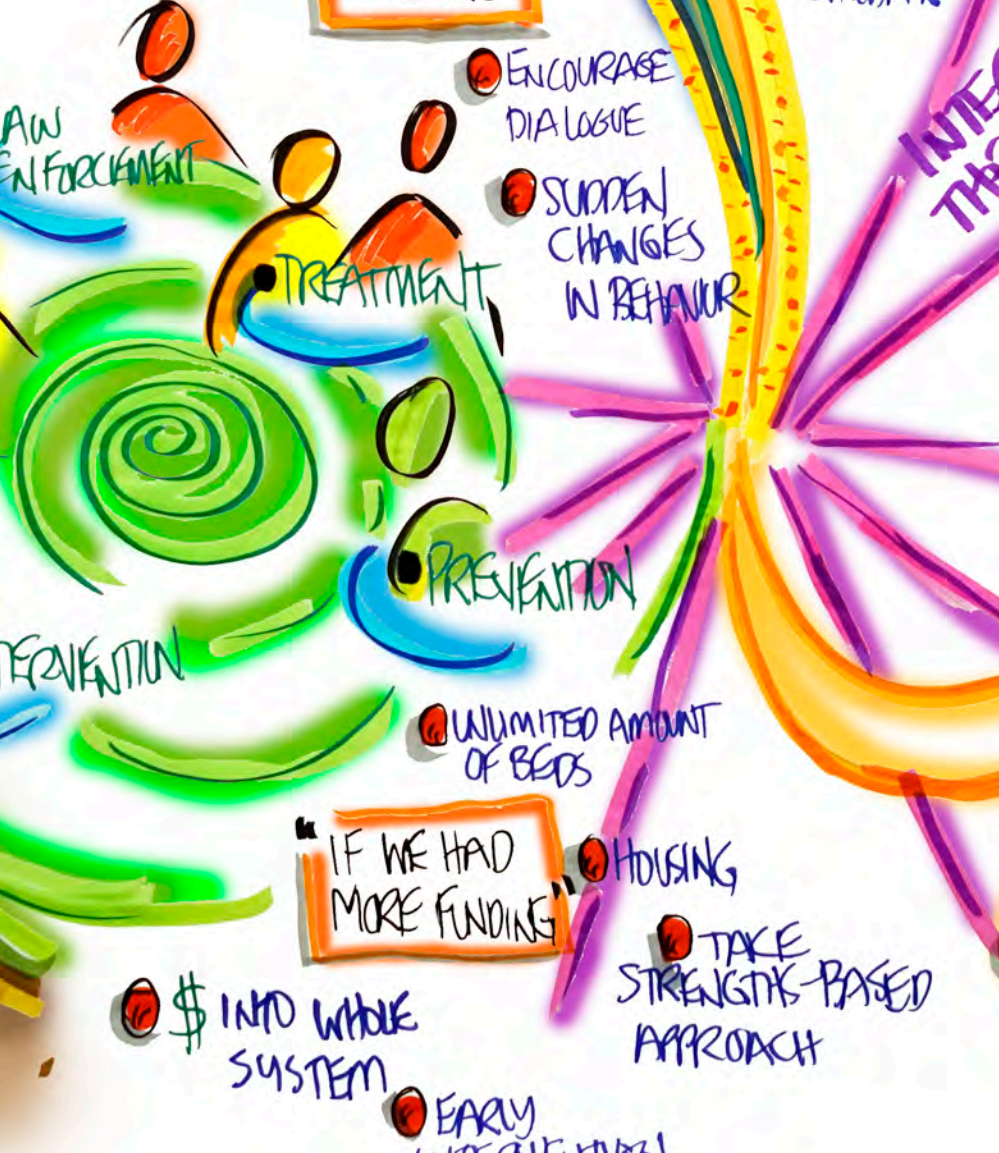
EXPLORE THE DATA



WHAT IS YOUR ENCOUNTER WITH THIS CRISIS



INTERUPT THE PROCESS



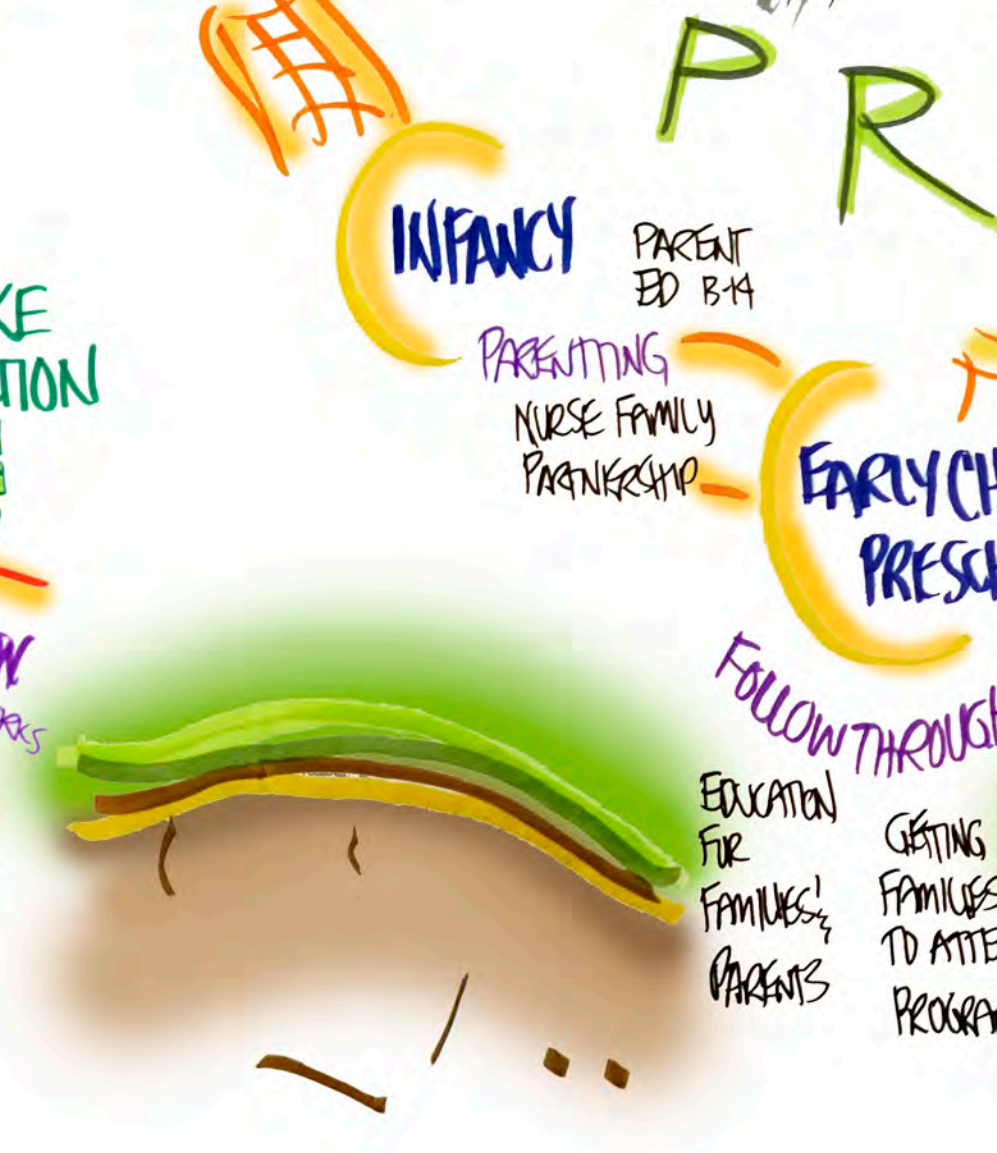
EVIDENCE BASED PANEL



KEYNOTE



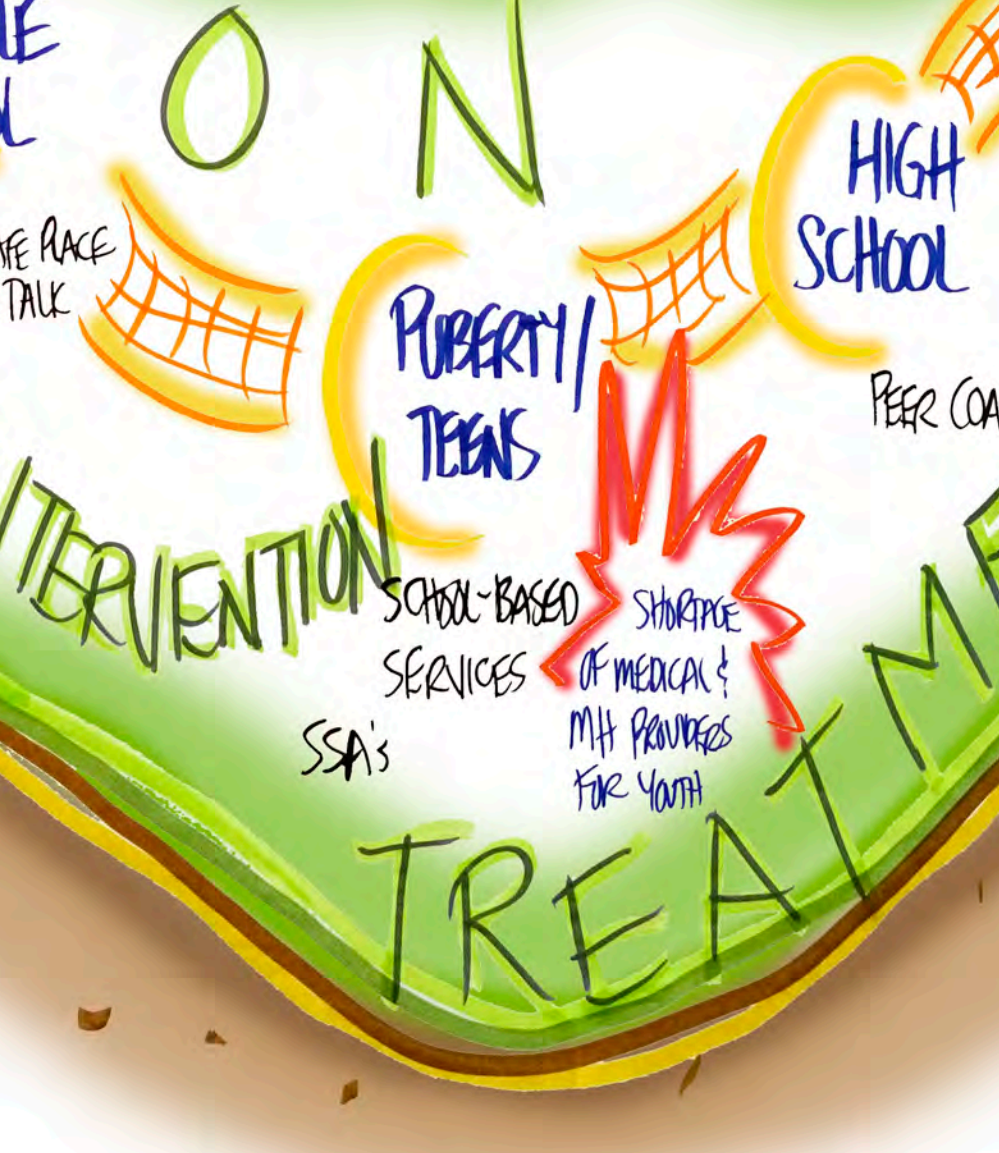
VISIONS RECOVERY HOUSE



ACES PREVENTION



INTERVENTION



TREATMENT



YOUNG ADULTHOOD



VISION



For County Authorities Executive Committee Approval

Summary:

Compass Health HARPS team will be receiving \$165,243 of Department of Commerce housing funds to support individuals being served by the HARPS team and extending the contract through December 31, 2018.

Motion # XX-XXX

- North Sound BHO-Compass Health-HARPS-16-18 Amendment 3 to increase the contract by \$165,243 for a new maximum consideration of \$1,159,461 with a new term of April 1, 2016 through December 31, 2018.
-

Summary:

Therapeutic Health Services (THS) has been providing mental health services to individuals in their substance use disorder program since May of 2018, this funding is to pay for State funded mental health services from May through June 2018 and Medicaid funded mental health services May through December 2018.

Motion #XX-XXX

- North Sound BHO-THS-Medicaid-16-18 Amendment 2 to increase the contract by \$128,000 for a new maximum consideration of \$10,853,000 with the term of the contract remaining the same April 1, 2016 through December 31, 2018.

Motion # XX-XXX

- North Sound BHO-THS-BHSC-16-18 Amendment 2 to increase the contract by \$4,000 for a new maximum consideration of \$1,030,026 with the term of the contract remaining the same April 1, 2016 through December 31, 2018.
-

Summary:

Compass Health E&T budget is being amended to add \$156,423 to use as payment to Snohomish County for lease improvements. The funding will be used by Snohomish County to make improvements to the Mukilteo E&T.

Motion #XX-XXX

- North Sound BHO-Compass Health-E&T-16-18 Amendment 7 to increase the contract by \$156,416 for a new maximum consideration of \$14,544,497 with the term remaining the same April 1, 2018 through December 31, 2018.
-

Summary:

Snohomish County is receiving \$270,000 in Medicaid funding to purchase furniture and other essentials for the services that will occur in the Carnegie Resource Center. The Center will serve veterans, homeless individuals/families, recently released inmates and other persons needing mental health/substance use treatment.

Motion #XX-XXX

North Sound BHO-Snohomish County-Medicaid-16-18 Amendment 4 to increase the contract by \$270,000 for a new maximum consideration of \$6,746,294 with the term remaining the same April 1, 2016 through December 31, 2018.

For County Authorities Executive Committee Ratification**Summary:**

ESSB 6032 funds are being provided to Island County to fund a Case Manager and Licensed Therapist to respond to behavioral health emergencies with the Island County Sheriff's office and work with individuals who have a high utilization of emergency services.

Motion #XX-XXX

- North Sound BHO-Island County Admin-18 Amendment 2 to increase funding by \$97,729 for a new maximum consideration of \$755,269 with the term remaining the same January 1, 2018 through December 31, 2018

**RESTATED JOINT COUNTY AUTHORITY BH- ASO INTERLOCAL OPERATING
AGREEMENT**

OF

**NORTH SOUND BEHAVIORAL HEALTH – ADMINISTRATIVE SERVICES
ORGANIZATION, LLC,**

a Washington behavioral health – administrative services organization and limited liability
company

Dated and Effective

as of

January 1, 2016 September 10, 2018

**RESTATED JOINT COUNTY AUTHORITY BH-ASO INTERLOCAL OPERATING
AGREEMENT
OF
NORTH SOUND MENTAL-BEHAVIORAL HEALTH – ADMINISTRATIVE SERVICES
ORGANIZATION, LLC**

THIS RESTATED JOINT COUNTY AUTHORITY BH-ASO OPERATING AGREEMENT (this “Agreement”) is made and entered into effective as of January —1, 2016 ———, 2018, by and among the following County Authorities: Island County, San Juan County, Skagit County, Snohomish County and Whatcom County (collectively “County Authorities”).

RECITALS

- A. In January 2016, tThe County Authorities, as defined below and as provided for in RCW 71.24.025 (12), in effect on and after April 1, 2016, are entering into this entered into an Agreement under the authority of the Interlocal Corporation Act, specifically RCW 39.34.030, to jointly provide a community health program and regional system of care, with the collective goal of consolidating administration, and reducing administrative layering and reducing administrative eosts, consistent with the State of Washington’s legislative policy as set forth in RCW 71.24.015.
- B. This Agreement is a joint operating agreement entered into by a group of County Authorities responding to a request for a detailed plan and This limited liability company has been earring carrying out the January 2016 Agreement by contracting with the State of Washington to operate to serve as a regional support network from the date termination until April 1, 2016, and as a behavioral health administration as of April 1, 2016, as provided for in RCW 71.24.100.
- C. In 2017 the Washington legislature approved changes to the state’s health care system with a goal of transforming health care delivery to a managed care program that is focused on ‘whole person care.’ To accomplish that, the Washington Health Care Authority (HCA) is charged with providing care to insured individuals through Managed Care Organizations (MCO) and, for certain services, directly through Behavioral Health Administrative Services Organizations (BH-ASO) both of which will integrate physical health, mental health, and substance use disorder services regionally. Under the new system, Behavioral Health Organizations (BHO) will cease to provide behavioral health services under the previous model.
- D. The managed care program will begin operation on January 1, 2019, and be fully established by 2020. 2019 is designed to be a transition year with overlap between the old system and the new. The program relies on NS BH-ASO to continue providing regional coordination, management and services that are the responsibility of the five Ceounty member Authorities, and coordinating the

services funded by MCO's with services for which ~~that the~~ County Authorities directly contract for directly. NS BH-ASO will continue to be a necessary component of meeting the intended goal of providing integrated managed care.

~~C.E.~~ This amendment to the 2016 Agreement continues the mechanism that provides a means for each County Authority to share in the cost of mental and behavioral health and related administrative services, and further provides the means for both payment of services and audit of funds, as provided for in RCW 71.24.100, and 71.24.880. In addition, this Agreement provides for the joint supervision and operation of services and facilities, as provided for in RCW 71.24.110, and for integrated, comprehensive screening and assessment for substance use and mental disorders in 71.24.630.

~~D.~~ This Agreement ~~also~~ serves as an Operating Agreement as provided for in the LLC Act, as defined below, as well as an Interlocal Agreement, as authorized by RCW 39.34.030.

~~E.~~ RCW 39.34.030 expressly authorizes local government, such as the County Authorities, to form limited liability companies to carry out their joint activities.

~~A.~~ G. This Restated-Agreement supersedes and replaces the agreement titled "Joint County Authority Behavioral Health Interlocal Operating Agreement of North Sound Behavioral Health Organization, LLC, a Washington behavioral health organization and limited liability company filed with the Washington Secretary of State recorded February 4, 2016, UBI # 603 583 336, which superseded and replaced the agreement titled "Interlocal Agreement Establishing a Mental Health Regional Support Network for Island, San Juan, Skagit, Snohomish and Whatcom Counties" recorded October 14, 1997 in the records of the County Auditor of San Juan County under Auditor's File Number 97101405.

~~B.~~ H. In adopting this amended Agreement, in addition to adopting the Certificate of Amendment~~Articles of the Agreement~~, the County Authorities hereby also adopt, and agree to, the Recitals and the facts set forth herein.

ARTICLE 1 -- DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

1.1 "Behavioral Health Act (BHO Act)" means Laws of 2014, chapter 225 and those portions of chapter 71.24 RCW in effect on and after April 1, 2016.

1.2 "Behavioral Health – Administrative Services Organization (BH-ASO)" means North Sound Behavioral Health – Administrative Services Organization, LLC, governed

by this joint operating agreement of the five County Authorities. The BHOBH-ASO is a "company" as that term is used in the LLC Act.

1.3 "Capital Account" means the capital account determined and maintained for each County Authority pursuant to Section 8.3.

1.4 "Capital Contribution" means any contribution to the capital of the BHOBH-ASO in cash or property by a County Authority whenever made.

1.5 "Certificate of Formation" means the certificate of formation pursuant to which the BHOBH-ASO was formed as an LLC, as originally filed with the office of the Secretary of State on February 4, 2016, and as amended from time to time.

1.6 "Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

1.7 "Community Mental Health Services Act" means Title 71 RCW which establishes authority for the behavioral health service delivery system.

1.8 "County Authority" or "County Authorities" shall have the same meaning as used in RCW 71.24.025, in effect as of April 1, 2016, as amended, and shall include only Island, San Juan, Snohomish, Skagit and Whatcom Counties. Each County Authority that signs a counterpart of this Agreement shall be a "member" of the LLC formed hereby as that term is defined in RCW 25.15.005 (8) and as that term is used in RCW 25.15.115, as amended. Each County Authority of the BHOBH-ASO must be a public agency as provided for in RCW 39.34.030(3)(b).

1.89 "County Authority's Interest" means all of a County Authority's share in the BHOBH-ASO's assets pursuant to this Agreement and the LLC Act and includes a County Authority's rights to participate in the management and affairs of the BHOBH-ASO, including the right to vote on, consent to or otherwise participate in any decision of the County Authorities.

1.10 "Health Care Authority (HCA)" means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA or any of the officers or other officials lawfully representing HCA.

1.9-11 "LLC" means limited liability company.

1.4012 "LLC Act" means the Washington Limited Liability Act, chapter 25.15 RCW as amended.

1.11-13 "Majority Interest" means, at any time, more than fifty percent (50%) of the total Units held by the County Authorities.

1.14 "Managed Care Organization (MCO)" means an organization having a certificate of authority or certificate of registration from the Washington State Office of

Insurance Commissioner that contracts with HCA under a comprehensive risk contract to provide prepaid health care services to eligible HCA Consumers under HCA managed care programs.

1.4215 ~~“Executive Committee~~**Board of Directors (BOD)**” means the governing body of the ~~BHOBH-ASO~~ as further specified in Article 5 of the Agreement. On behalf of the County Authorities, the ~~Board of Directors~~**Executive Committee** shall govern the ~~BHOBH-ASO~~. The ~~Board of Directors~~**Executive Committee** shall be comprised of individual representatives from the following County Authorities with each County Authority having the number of representatives noted:

<u>County</u>	<u>Representatives</u>
Island	One
San Juan	One
Skagit	One
Snohomish	Four
Whatcom	Two

1.4316 ~~“Percentage Interest”~~ means with respect to any County Authority, the percentage determined based upon the ratio that the number of Units held by such County Authority bears to the total number of Units.

1.4417 ~~“Regulations”~~ includes proposed, temporary and final Treasury regulations promulgated under the Code and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

1.4518 ~~“Reserves”~~ means, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the ~~Executive Committee~~**Board of Directors** for working capital and to pay obligations, expenses and other costs or expenses incident to the ownership or operation of the services provided by the ~~BHOBH-ASO~~ and the ~~BHOBH-ASO~~’s business.

1.46-19 ~~“Revised Code of Washington (RCW)”~~ means the ~~statutory laws of the state of Washington.~~

1.20 ~~“Substance Abuse and Mental Health Services Administration (SAMHSA)”~~ means the agency within the U.S. Department of Health and Human Services that leads public health efforts to advance the behavioral health of the nation. ~~SAMHSA’s mission is to reduce the impact of substance abuse and mental illness on America’s communities.~~

1.21 ~~“Tribal Authority”~~ means the federally recognized Indian tribes and the major Indian organizations recognized by the Secretary of the Washington Department of Social and Health Services (“DSHS”) that fall within the boundaries of the County Authorities insofar as those tribal organizations do not have a financial relationship with the ~~BHOBH-ASO~~ that would present a conflict of interest.

1.1722 "Tribal Member" means a Tribal Authority that executes an agreement to become a Tribal Member as set forth in Article 4 of this Agreement.

1.1823 "Units" means the Units issued to any County Authority under this Agreement as reflected in attached Exhibit A, as amended from time to time, subject to the provisions of Article 10 and Section 12.3 of this Agreement.

ARTICLE 2 -- FORMATION OF BHOBH-ASO AS AN LLC

2.1 Formation. The BHOBH-ASO as an LLC was formed on February 4, 2016, when the LLC Certificate of Formation was executed and filed with the office of the State of Washington Secretary of State in accordance with and pursuant to the LLC Act. The County Authorities shall promptly execute all amendments to the Certificate of Formation and all other documents needed to enable the County Authorities or ~~Executive Committee~~Board of Directors, or their respective agents, to accomplish all filing, recording, and other acts necessary and appropriate to comply with all requirements for the formation and operation of the BHOBH-ASO as an LLC under the LLC Act.

2.2 Name. The name of the BHOBH-ASO is North Sound Behavioral Health = Administrative Services Organization, LLC.

2.3 Principal Place of Business. The principal place of business of the BHOBH-ASO shall be 301 Valley Mall Way, Suite 110, Mount Vernon, WA 98273. The BHOBH-ASO may locate its places of business at any other place or places as the ~~Executive Committee~~Board of Directors may from time to time deem advisable.

2.4 Registered Office and Registered Agent. The BHOBH-ASO's ~~initial~~ registered agent and the address of its ~~initial~~ registered office in the State of Washington are as follows:

<u>Name</u>	<u>Address</u>
<u>Bradford E. Furlong</u> <u>Salish Corporate Services LLC</u> <u>WA 98225</u>	<u>1601 F Street, Bellingham,</u>
<u>Attn: Bradford E. Furlong</u>	<u>825 Cleveland Avenue, Mount Vernon, WA 98273</u>

The registered office and registered agent may be changed by the County Authorities from time to time by filing ~~an amendment to the Certificate of Formation~~the required documentation with the Washington Secretary of State.

2.5 Term. The term of the BHOBH-ASO shall be perpetual unless the BHOBH-ASO is dissolved in accordance with either Article 11 of this Agreement or the LLC Act.

ARTICLE 3 – AUTHORITY, BUSINESS AND PURPOSE OF BHOBH-ASO

3.1 Authority. As provided for in RCW 71.24.015, it is the policy of the State of Washington to encourage the development of regional mental health services and the availability of treatment components. To this end, RCW 71.24.015 provides for counties to enter into joint operating agreements with one another to form regional systems of care, integrating planning, administration and service delivery duties under chapters 71.05 and 71.24 RCW in order to consolidate administration and reduce administrative layering and costs. This Agreement is a joint operating agreement among the County Authorities to initially operate as a regional support network and thereafter to operate as a regional Behavioral Health – Administrative Services Organization under the requirements established by the Washington State Health Care Authority. Pursuant to Laws of 2014, chapter 225 (“BHO ActCommunity Mental Health Services Act”), effective April 1, 2016, the BHOBH-ASO, and through the BHOBH-ASO, the County Authorities jointly, will undertake the responsibilities of a behavioral health organization and a behavioral health administrative services organization.

~~Having operated under approval of The purpose of the County Authorities, in entering into this Agreement, is to present a plan to~~ the Secretary of DSHS to contract for the provision of behavioral health services and upon approval by the HCA of a plan to such plan undertake to contract for the provision of such mental health or substance use disorder services, and administrative services within the boundaries of the County Authorities and to take such other and further actions as are required and/or authorized by Washington law. the ~~BHO Act~~. The mutual goal of the County Authorities, in entering into this Agreement, is to work together to provide mental health and behavioral health services and to partnerwork cooperatively with MCO’s to the citizens of each of the County Authorities in an efficient and stream-lined manner.

The Interlocal Corporation Act, specifically RCW 39.34.030, provides, in part, that any two or more public agencies may enter into agreements with one another for joint cooperative action. RCW 39.34.030(3)(b) specifically provides: 1) the County Authorities may form a limited liability company under which each County Authority is a public agency, as provided for in Section 1.9, and 2) the BHOBH-ASO’s funds are subject to audit, as provided for in Section 9.4 of this Agreement. The County Authorities have exercised the authority granted to them under the ~~BHO ActCommunity Mental Health Services Act~~, the LLC Act and the Interlocal Cooperation Act to form this BHOBH-ASO as an LLC to achieve maximum efficiency in the delivery of mental health and behavioral health services and so that their rights and liabilities as to each other and third parties are firmly established and clearly understood.

~~This Agreement serves as such a joint operating agreement among the County Authorities to operate as a regional support network (“RSN”), as provided for in RCW 71.24.100 and 71.24.110, until April 1, 2016 with:~~

- ~~(a) Each County Authority bearing a share of the cost of mental health services;~~
- ~~(b) The Treasurer of Skagit County serving as the custodian of funds made available for the purposes of such mental health services and that the~~

~~Treasurer may make payments from such funds upon audit by the appropriate auditing officer of Skagit County and shall be responsible to Washington State Department of Social and Health Services ("DSHS") for all debts, obligations, and liabilities owed to DSHS by the RSN upon termination of any contract between the RSN and DSHS, or as a result of remedial action, from RSN funds in its possession;~~

- ~~(e) The Auditor of Skagit County serving as the auditing officer of the RSN's funds and accounts; and~~
- ~~(d) The joint supervision and operation of services and facilities.~~

As of April 1, 2016 this Agreement ~~shall serve~~served as a joint operating agreement, as provided for in RCW 71.24.100 and 71.24.110, for a behavioral health organization. ~~with:~~

- ~~(a) Each County Authority bearing a share of the cost of behavioral health services;~~
- ~~(b) The Treasurer of Skagit County serving as the custodian of funds made available for the purposes of such behavioral health services and that the treasurer may make payments from such funds upon audit by the appropriate auditing officer of Skagit County and shall be responsible to DSHS for all debts, obligations, and liabilities owed to DSHS by the BHO upon termination of any contract between the BHO and DSHS, or as a result of remedial action, from BHO funds in its possession;~~
- ~~(c) The Auditor of Skagit County serving as the auditing officer of the BHO's funds and accounts; and~~
- ~~(d) The joint supervision and operation of services and facilities. From January 1, 2019 through December 31, 2019, this Agreement shall serve as a joint operating agreement, as provided for in 71.24.100, 71.24.110 for the purpose of winding down the services provided by the LLC acting solely as a BHO as required by DSHS, HCA, and other state agencies.~~

As of January 1, 2019 this Agreement shall serve as a joint operating agreement, as provided for in 71.24.850, 71.24.880 and other regulations as may be established by the HCA from time to time for the purpose of accomplishing the directive of the legislature to provide integrated managed care, with:

- (a) Each County Authority bearing a share of the cost of behavioral health services;
- (b) The Treasurer of Skagit County serving as the custodian of funds made available for the purposes of such behavioral health and behavioral health administrative services and that the treasurer may make payments from

such funds upon audit by the appropriate auditing officer of Skagit County and shall be responsible to DSHS for all debts, obligations, and liabilities owed to state agencies DSHS and HCA by the BH-ASO upon termination of any contract for providing relevant services, or as a result of remedial action, from BHO or BH-ASO funds in its possession;

(c) The Auditor of Skagit County serving as the auditing officer of the BH-ASO's funds and accounts; and

(d) The joint supervision and operation of services and facilities.

The foregoing notwithstanding, the ~~Executive Committee~~Board of Directors, as defined in Section 1.12 of this Agreement and described in Section 5.1 of this Agreement, may by majority vote change the Treasurer and Auditor designation to another Treasurer and Auditor in the same county as any one of the County Authorities.

3.2. Business and Purpose. The business and the purpose of the ~~BHOBH-ASO~~ shall be:

3.2.1 To be recognized and operate as a regional support network to provide regional systems of care for mental health services as provided for in RCW 71.24.100 from the date of formation until April 1, 2016;

3.2.2 To be recognized and operate as a behavioral health organization to provide behavioral health services as provided for in RCW 71.24.016 as of April 1, 2016;

3.2.3. To be recognized and operate as a behavioral health administrative services organization as provided for in RCW 71.24.880 as of January 1, 2019;

3.2.4 To carry out any lawful, services, business or activity that may be conducted by a ~~BHOBH-ASO~~ or LLC as determined by the County Authorities acting through the ~~Executive Committee~~Board of Directors; and

~~3.2.5~~To exercise all other powers necessary to or reasonably connected with the ~~BHOBH-ASO~~'s business and services it provides that may be legally exercised by limited liability companies under the LLC Act.

ARTICLE 4 – NAMES, ADDRESSES AND STATUS OF COUNTY AUTHORITIES

The names and addresses of the County Authorities are set forth in the attached **Exhibit A**, as amended from time to time. Each of the five Counties identified in Section 1.7 of this Agreement, once each executes this Agreement, shall be a County Authority of the ~~BHOBH-ASO~~. A Tribal Authority may become a Tribal Member by executing an agreement in form approved by the ~~Executive Committee~~Board of Directors. A Tribal Member may appoint one (1) non-voting, *ex officio* representative to the ~~Executive Committee~~Board of Directors.

ARTICLE 5 -- MANAGEMENT

5.1 Management. The services, business and affairs of the BHOBH-ASO shall be managed by the County Authorities acting through the County Authorities Executive CommitteeBoard of Directors ("~~Executive CommitteeBoard of Directors~~"). The Executive CommitteeBoard of Directors in turn shall work with and delegate to the NSBHOBH-ASO Administrator the administration, services, business and affairs of the BHOBH-ASO, as provided for in Section 5.3.5 of this Agreement. Each County Authority shall select, and provide written notice of the appointment of their representative, and their representative's delegates, together with their name and contact information, by January 1, 2016, and by January 31st of each year thereafter; provided, that a County Authority may provide notice of changes or additions to its appointment of its representative(s) prior to an Executive CommitteeBoard of Directors meeting. Each representative serving on the Executive CommitteeBoard of Directors shall devote to the BHOBH-ASO and apply to the accomplishment of the BHOBH-ASO's purposes so much of his or her time and attention as is reasonably necessary to manage the services and business of the BHOBH-ASO. Each Executive CommitteeBoard of Directors representative shall serve at the pleasure of the County Authority that appointed him or her and may be removed or replaced at any time by such County Authority upon written notice to the other County Authorities and the NSBHOBH-ASO Administrator. The County Authorities recognize that from time to time Executive CommitteeBoard of Directors representatives may not be able to attend Executive CommitteeBoard of Directors meetings. Each County Authority, in addition to appointing Executive CommitteeBoard of Directors representatives may also appoint delegates that may attend Executive CommitteeBoard of Directors meetings on behalf of the County Authority and in lieu of the Executive CommitteeBoard of Directors representative, provided the other County Authorities and the NSBHOBH-ASO Administrator are given written notice of the appointment of the delegate together with the delegate's name and contact information, in advance of the meeting. For those County Authorities that have County Administrators, the written notice must come from the County Executive or his or her designee, and for those County Authorities that are governed by a County Council or Board of County Commissioners, by the Secretary or Clerk of the County Council or Board of County Commissioners.

Each County Authority shall provide to the other County Authorities and the NSBHOBH-ASO Administrator written notice of the following, together with contact information, including email addresses: 1) Executive CommitteeBoard of Directors representatives and delegates; 2) Advisory Board representatives; and 3) a notice agent designated to receive notice on behalf of the County Authority as provided for in Section 12.1 of this Agreement.

Except as otherwise expressly provided in this Agreement, the Executive CommitteeBoard of Directors shall have full, complete and exclusive authority, power and discretion to manage and control the services provided by the BHOBH-ASO and the services, business, affairs and property of the BHOBH-ASO, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the BHOBH-ASO's services and business. Only representatives of the County Authorities, or

their approved delegates as provided for in the preceding paragraph, shall have any voting rights on the ~~Executive Committee~~Board of Directors.

5.2 Decision-Making. The ~~BHOBH-ASO~~ shall make decisions, take actions and incur obligations as determined by the County Authorities acting through the ~~Executive Committee~~Board of Directors. The ~~Executive Committee~~Board of Directors shall take action, expend sums and enter into obligations, as provided for and in the manner set forth in Article 7.

5.3 Power and Authority. Without limiting the scope and generality of the ~~Executive Committee~~Board of Directors's actions, the ~~Executive Committee~~Board of Directors shall have the power and authority, on behalf of the County Authorities, to undertake the following:

5.3.1 Pursuant to RCW 39.34.080, enter into contracts with the ~~DSHS~~state of Washington pursuant to the provisions of chapter 71.24 RCW;

5.3.2 Enter into contracts with individuals, public and private organizations, and individual counties, including with other County Authorities to this Agreement, to carry out the purposes of the contract with DSHS or HCA and other obligations of the ~~BHOBH-ASO~~ as defined in chapter 71.24 RCW, subject to available funds and to the purpose and goals of the ~~BHOBH-ASO~~;

5.3.3 Accept and expend funds from the State of Washington, the Federal government, the other County Authorities, and from other public and private sources, including gifts, for activities and purposes related to chapter 71.24 RCW;

5.3.4 Prepare and submit to HCA or DSHS appropriate plans, both in length and duration, for mental and behavioral-health services and behavioral health administrative services in accordance with the provisions of ~~chapter-Title 71.24~~ RCW and the ~~BHO~~Community Mental Health Services Act;

5.3.5. Employ or contract for staff and consultants to carry out the responsibilities of this Agreement and the statutory requirements for a regional support network until April 1, 2016, followed by a behavioral health network as of April 1, 2016, thereafter followed by a behavioral health administrative services organization as of January 1, 2019. In doing so, the ~~Executive Committee~~Board of Directors shall hire, give authority to, evaluate, give direction to and terminate the ~~BHOBH-ASO~~'s administrator and employees (collectively "NS~~BHOBH-ASO~~ Administrator") who shall administer the ~~BHOBH-ASO~~'s operations, services and administration, including all hiring, development, approval and implementation of all policies and procedures, service delivery plans and operating plans. The NS~~BHOBH-ASO~~ Administrator, and all of its employees and administrators, shall be employees of the ~~BHOBH-ASO~~ and not of individual County Authorities.

The NS~~BHOBH-ASO~~ Administrator, under the direction of the ~~Executive Committee~~Board of Directors, shall have the power and authority to:

- (i) Prepare, review, modify and present to the ~~Executive Committee~~Board of Directors for approval the BHOBH-ASO's annual budget;
- (ii) Execute contracts for the provision of services and operation of the BHOBH-ASO, including leases for rental of real and personal property;
- (iii) Take necessary and appropriate steps on behalf of the ~~Executive Committee~~Board of Directors to ensure the BHOBH-ASO's compliance with all statutory and funding requirements; and
- (iv) Take other actions as directed by the ~~Executive Committee~~Board of Directors or the County Authorities by their respective resolution or consent.

5.3.6 Spend the capital and revenues of the BHOBH-ASO in the furtherance of the business of the BHOBH-ASO and the services it provides;

5.3.7 Acquire, improve, manage, lease, operate, sell, transfer, exchange, encumber, pledge and dispose of any real or personal property of the BHOBH-ASO;

5.3.8 Purchase such liability, casualty, property and other insurance as the ~~Executive Committee~~Board of Directors, in its sole discretion, deems advisable to protect the BHOBH-ASO's assets against loss or claims of any nature; *provided*, however, the ~~Executive Committee~~Board of Directors shall not be liable to the BHOBH-ASO, or to the County Authorities, for failure to purchase any insurance if such coverage should prove inadequate;

5.3.9 Enter into management agreements, service agreements, provider agreements, consultants and professional agreement, maintenance or other service agreements, short-term or long-term rental agreements, together with any other agreements;

5.3.10 As provided for in RCW 71.24.350, as amended, provide for and establish a separately funded mental health ombuds' office that is:

- (i) Independent of the BHOBH-ASO; and
- (ii) That maximizes the use of consumer advocates.

5.3.11 Establish risk reserve funds as prudent and as required by its contracts. The NSBHOBH-ASO Administrator shall provide notice to the County Authorities of any need for Capital Contributions to the BHOBH-ASO and as required to fulfill the BHOBH-ASO's obligations and contractual requirements. Upon unanimous vote of the ~~Executive Committee~~Board of Directors, each County Authority shall make Capital Contributions to the BHOBH-ASO as requested by the NSBHOBH-ASO Administrator and directed by the ~~Executive Committee~~Board of Directors; *provided*, that such Capital Contributions shall be in

proportion to the County Authority's share of Units. In addition, the NSBHOBH-ASO Administrator shall establish additional risk reserves.

5.3.12 Execute instruments and documents, including without limitation, negotiable instruments, documents providing for the acquisition or disposition of the BHOBH-ASO's property, assignments, bills of sale, leases, management agreements, agreements and any other instruments, agreements or documents necessary, in the opinion of the Executive CommitteeBoard of Directors, to the business, and the services, of the BHOBH-ASO;

5.3.13 Employ accountants, legal counsel, independent contractors, managing agents, service providers, management companies or other experts to perform services for the BHOBH-ASO and to compensate them from BHOBH-ASO funds;

5.3.14 Enter into any and all other agreements for any purpose, in such form as the Executive CommitteeBoard of Directors may approve;

5.3.15 Undertake any and all actions and activities authorized by chapter 70.24 RCW and Title 71RCW, now or as hereafter amended or otherwise authorized by the laws of the State of Washington; and

5.3.16 To do and perform all other acts as may be necessary or appropriate to the conduct of the BHOBH-ASO's business and services provided.

Unless authorized to do so by this Agreement, or by the Executive CommitteeBoard of Directors, no County Authority, individual representative or delegate of the Executive CommitteeBoard of Directors, the Advisory Board, any individual representative of the Advisory Board, employee or other agent of the BHOBH-ASO shall have any power or authority to bind the BHOBH-ASO in any way, to pledge its credit or to render it liable for any purpose.

5.4 Advisory Board. In addition to the Executive CommitteeBoard of Directors the BHOBH-ASO shall have in place an advisory board of the BHOBH-ASO ("Advisory Board") with representatives from each county. The Advisory Board representatives shall be appointed according to each County Authority's usual and customary method of appointment with terms to be determined by each County Authority, conforming with its respective County Code. Each County Authority shall endeavor to include as part of its appointment representatives from the County Authority's mental health and/or behavioral health advisory board. The Advisory Board shall review and provide comments on plans and policies developed pursuant to chapter 71.24Title 71 RCW, provide local oversight regarding the activities of the BHOBH-ASO, and work with the BHOBH-ASO to address and resolve significant concerns regarding service delivery and outcomes. Two of the representatives of the Advisory Board will sit as ex-officio, non-voting representatives on the Executive CommitteeBoard of Directors. The Advisory Board shall consist of the following twenty-six representatives representing and apportioned to each County Authority as follows:

County Authorities

Representatives

Island
San Juan
Skagit
Snohomish
Whatcom

Four
Three
Four
Nine
Six

In addition to the representatives noted above, each of the Tribal Authorities shall have a representative on the Advisory Board. The ~~Executive Committee~~Board of Directors shall assure the composition of the Advisory Board is broadly representative of the demographic character of the region and shall include, but not be limited to, representatives of consumers and families, law enforcement and Tribal Authorities.

5.5 Compensation. The BHOBH-ASO will not pay the County Authorities or the representatives of the ~~Executive Committee~~Board of Directors or representatives of the Advisory Board any fees or other compensation for its services provided except as set forth in this Agreement.

5.6 Limitation on Liability; Indemnification. Neither the ~~Executive Committee~~Board of Directors nor the Advisory Board, or their respective representatives, officials, County Authorities, managers, employees or agents, shall be liable, responsible or accountable in damages or otherwise to the BHOBH-ASO or the County Authorities for any act or omission performed in good faith pursuant to the authority granted by this Agreement or in accordance with its provisions, and in a manner reasonably believed to be within the scope of the authority granted and in the best interest of the BHOBH-ASO; provided that such act or omission did not constitute fraud, intentional misconduct, or gross negligence. The BHOBH-ASO shall defend, indemnify and hold harmless the ~~Executive Committee~~Board of Directors and the Advisory Board and any of their respective representatives, officials, County Authorities, managers, employees or agents thereof, against any liability, loss, damage, cost or expense incurred by them on behalf of the BHOBH-ASO or in furtherance of the BHOBH-ASO's interests without relieving any such person of liability for fraud, misconduct, bad faith or gross negligence. No County Authority or representative of the ~~Executive Committee~~Board of Directors or the Advisory Board shall have any personal liability with respect to the satisfaction of any required indemnification of the above mentioned persons.

Any tender of defense by an indemnitee arising from any liability, loss, damage, cost or expense incurred that falls within the scope of matters subject to defense, indemnification and being held harmless by this Agreement, shall be promptly accepted by the BHOBH-ASO. Any indemnification required to be made by the BHOBH-ASO shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the BHOBH-ASO shall reimburse a person claiming indemnification under this Section 5.6 for legal expenses and other costs incurred as a result of a legal action brought against such person if: (i) the legal action relates to the performance of duties or services by the person on behalf of the BHOBH-ASO; (ii) the legal action is initiated by a party other than a County Authority; and (iii) such person undertakes to

repay the advanced funds to the BHOBH-ASO if it is determined that such person is not entitled to indemnification pursuant to the terms of this Agreement.

5.7 Right to Rely on the ~~Executive Committee~~Board of Directors. Any person dealing with the BHOBH-ASO may rely (without duty of further inquiry) upon a certificate signed by the Chairperson or Secretary of the ~~Executive Committee~~Board of Directors as to the identity and authority of the ~~Executive Committee~~Board of Directors to act on behalf of the BHOBH-ASO.

ARTICLE 6 -- RIGHTS AND OBLIGATIONS OF COUNTY AUTHORITIES

6.1 Obligations of County Authorities. Each County Authority shall carry out its obligations under this Agreement including appointments of representatives to the ~~Executive Committee~~Board of Directors and to the Advisory Board. In addition each County Authority shall: (i) designate staff and resources to plan for local behavioral health needs; (ii) monitor local contracts and, upon request, participate in monitoring BHOBH-ASO contracts; (iii) develop local crisis response systems; ~~and~~ (iv) provide local resource coordination; and (v) provide data and report information required under BH-ASO contracts for mental health service delivery to meet BH-ASO and state contract requirements.

6.2 Limitation of County Authorities' Liability. No County Authority or County Authority's representative, official, manager, employee or agent shall be personally liable, merely as a County Authority, for any debts, losses or liabilities of the BHOBH-ASO beyond the County Authority's respective Capital Contributions and any obligation of the County Authority hereunder to make Capital Contributions, except as otherwise specifically provided by law. No County Authority shall have liability to the BHOBH-ASO or its County Authorities for monetary damages for conduct merely as a County Authority, except for acts or omissions that involve intentional misconduct, fraud, gross negligence, or for any transaction for which the County Authority has personally received a benefit in money, property or services to which the County Authority was not legally entitled. If either the LLC Act or the ~~BHO Act~~Community Mental Health Services Act is hereafter amended to authorize ~~BHO act~~Community Mental Health Services Act further eliminating or limiting the personal liability of County Authorities, then the liability of a County Authority shall be eliminated or limited to the full extent permitted by the LLC Act and the ~~BHO Act~~Community Mental Health Services Act, as so amended. Any repeal or modification of this Section of the LLC Act or the ~~BHO Act~~Community Mental Health Services Act shall not adversely affect any right or protection of a County Authority of the BHOBH-ASO existing at the time of such repeal or modification for or with respect to an act or omission or such County Authority occurring prior to such repeal or modification. ~~The foregoing notwithstanding, nothing herein shall limit the debts, obligations, and liabilities of County Authorities to DSHS, including, but not limited to, the requirements of County Authorities under chapter 71.24 RCW and any requirements of this Agreement or of any agreement between the BHOBH-ASO and DSHS regarding use of funds, reserves and fund balances.~~

The BHOBH-ASO shall defend, indemnify and hold harmless the County Authorities and any of their respective representatives, officials, County Authorities, managers, employees or agents thereof, against any liability, loss, damage, cost or expense incurred by them on behalf of the BHOBH-ASO or in furtherance of the BHOBH-ASO's interests without relieving any such person of liability for fraud, misconduct, bad faith or gross negligence. No County Authority shall have any personal liability with respect to the satisfaction of any required indemnification of the above mentioned persons.

Any tender of defense by an indemnitee arising from any liability, loss, damage, cost or expense incurred that falls within the scope of matters subject to defense, indemnification and being held harmless by this Agreement, shall be promptly accepted by the BHOBH-ASO. Any indemnification required to be made by the BHOBH-ASO shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the BHOBH-ASO shall reimburse a person claiming indemnification under this Section 6.2 for legal expenses and other costs incurred as a result of a legal action brought against such person if: (i) the legal action relates to the performance of duties or services by the person on behalf of the BHOBH-ASO; (ii) the legal action is initiated by a party other than a County Authority; and (iii) such person undertakes to repay the advanced funds to the BHOBH-ASO if it is determined that such person is not entitled to indemnification pursuant to the terms of this Agreement.

6.3 Inspection of Records. Each County Authority shall have the right to inspect and copy at such County Authority's expense, the records required to be maintained by the BHOBH-ASO pursuant to Section 9.7.

6.4 No Priority and Return of Capital. Except as expressly provided in Article 8 or 9, no County Authority shall have priority over any other County Authority, either as to the return of Capital Contributions or as to distributions. Any return of Capital Contributions or distributions shall be made on a pro rata basis, based on each County Authority's respective Percentage Interest.

6.5 Withdrawal of County Authority. A County Authority may voluntarily resign or otherwise withdraw as a County Authority; *provided:*

- (i) the withdrawing County Authority provides the other County Authorities and the NSBHOBH-ASO Administrator with written notice of withdrawal at least three hundred sixty-five (365) days prior to the expiration of the BHOBH-ASO's current fiscal year; and
- (ii) the withdrawing County Authority shall not be entitled to payment or return of Capital Contributions or other monies made to the BHOBH-ASO or held by the BHOBH-ASO whether prior to the date of the notice or between the date of notice and the date of withdrawal.

ARTICLE 7 -- MEETINGS OF ~~EXECUTIVE COMMITTEE~~BOARD OF DIRECTORS

7.1 Meetings. All meetings of the ~~Executive Committee~~Board of Directors will be held in full compliance with the Washington Open Public Meetings Act, chapter 42.30 RCW. The ~~Executive Committee~~Board of Directors shall establish a regular business meeting time in compliance with RCW 42.30.070. Special meetings of the ~~Executive Committee~~Board of Directors, as authorized by RCW 42.30.080, may be called by (i) the presiding officer of the ~~Executive Committee~~Board of Directors; or by (ii) a majority of the representatives of the ~~Executive Committee~~Board of Directors.

7.2 Place of Meetings. The party or body calling the meeting as provided for in Section 7.1 may designate any place within a County Authority County as the meeting site. If no designation is made, the place of meeting shall be the principal office of the ~~BHOBH~~-ASO specified in Section 2.3 of this Agreement.

7.3 Notice of Meetings/Agendas. Written notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally, by mail or by email, by or at the direction of the ~~Executive Committee~~Board of Directors or the ~~Executive Committee~~Board of Directors representatives calling the meeting, to each representative of the ~~Executive Committee~~Board of Directors entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered three (3) calendar days after being deposited in the United States Mail, addressed to the party as specified herein with postage thereon prepaid. An agenda of every meeting of the ~~Executive Committee~~Board of Directors shall be posted on the ~~BHOBH~~-ASO's web site at least twenty-four (24) hours in advance of the meeting. The notice and agenda provisions set forth in this Section are in addition to the notice and agenda provisions set forth in the Open Public Meetings Act, chapter 42.30 RCW.

7.4 Record Date. For the purpose of determining the ~~Executive Committee~~Board of Directors representatives entitled to notice of or to vote at any meeting of the ~~Executive Committee~~Board of Directors or any adjournment thereof, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination. When a determination of representatives entitled to vote at any meeting of the ~~Executive Committee~~Board of Directors has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.5 Quorum. A quorum of the ~~Executive Committee~~Board of Directors shall consist of five ~~Executive Committee~~Board of Directors representatives representing at least three of the five County Authorities. In the absence of a quorum at any such meeting, the meeting may be adjourned as allowed by and pursuant to RCW 42.30.090. The ~~Executive Committee~~Board of Directors representatives present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Units whose absence would cause less than a quorum. Any meeting may be continued as allowed by and pursuant to RCW 42.30.100.

7.6 Manner of Acting. If a quorum is present at a meeting of the ~~Executive Committee~~Board of Directors, the affirmative vote of representatives from the ~~Executive Committee~~Board of Directors holding more than fifty percent (50%) of the Units represented at the meeting shall be the act of the ~~Executive Committee~~Board of Directors and of the County Authorities, unless the vote of a greater or lesser percentage is required by this Agreement or the LLC Act. Each individual representative of the ~~Executive Committee~~Board of Directors is entitled to cast one vote per one Unit held by the respective County Authority he or she represents. It is not a requirement that representatives of each County Authority vote the Units held by their respective County Authority in the same manner.

7.7 No Proxies. At all meetings of the ~~Executive Committee~~Board of Directors a representative may only vote in person in a session of the meeting open to the public; no proxies or secret voting shall be permitted. Notwithstanding the foregoing, as provided for in Section 5.1 of this Agreement, a delegate appointed by a County Authority may vote in the case of absence of that County Authority's ~~Executive Committee~~Board of Directors representative.

7.8 No Action by County Authorities Without a Meeting. No action required or permitted to be taken at a meeting of the ~~Executive Committee~~Board of Directors may be taken without a meeting.

7.9 Waiver of Notice. When any notice is required to be given to a County Authority, a waiver thereof in writing signed by the County Authority entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

7.10 Failure to Observe Formalities. Pursuant to RCW 25.15.060, notwithstanding anything herein to the contrary, this Agreement does not expressly require the County Authorities to hold any meetings and the failure to observe any formalities requiring the calling or conduct of any meeting shall not be considered a factor tending to establish personal liability of the County Authorities; provided that this provision shall not be construed to permit actions in violation of RCW Chapter 42.30.

ARTICLE 8 CONTRIBUTIONS TO THE ~~BHQBH~~BH-ASO AND CAPITAL ACCOUNTS

8.1 County Authorities' Initial Capital Contributions. Each County Authority's initial Capital Contribution shall consist of its respective pro rata share of the assets of North Sound Regional Support Network. All Capital Contributions, if any, shall be made prorata, based on each County Authority's respective Percentage Interest.

8.2 Additional Capital Contributions. Each County Authority shall be required to make such additional Capital Contributions as shall be determined by a unanimous vote of the full ~~Executive Committee~~Board of Directors as necessary to meet the expenses of the ~~BHQBH~~BH-ASO. All such Capital Contributions, if any, shall be made prorata, based on each County Authority's respective Percentage Interest.

The ~~Executive Committee~~Board of Directors shall give written notice to each County Authority of the amount of any required additional Capital Contribution, and each County Authority shall pay to the BHOBH-ASO such additional Capital Contribution no later than sixty (60) days following the date such notice is given, subject to each County Authority's appropriation process and procedures. Nothing contained in this Section 8.2 is or shall be deemed to be for the benefit of any Person other than the County Authorities and the BHOBH-ASO, and no such Person shall under any circumstances have any right to compel any actions or payments by the County Authorities.

8.3 Capital Accounts.

8.3.1 Establishment and Maintenance. A separate Capital Account will be maintained for each County Authority throughout the term of the BHOBH-ASO. Each County Authority's Capital Account will be increased by (1) the amount of money contributed by such County Authority to the BHOBH-ASO; and (2) the fair market value of property contributed by such County Authority to the BHOBH-ASO (net of liabilities secured by such contributed property that the BHOBH-ASO is considered to assume.

8.3.2 Compliance with Regulations. The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704 (b) and the Regulations promulgated thereunder. If in the opinion of the BHOBH-ASO's legal counsel or auditors the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704 (b) and the Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the County Authorities.

ARTICLE 9 -- ACCOUNTING, BOOKS, AND RECORDS

9.1 Accounting Methods. The BHOBH-ASO's books and records shall be kept, and its financial statements prepared, under such permissible methods of accounting, consistently applied, as the ~~Executive Committee~~Board of Directors determines is in the best interest of the BHOBH-ASO and its County Authorities and in full compliance with record-keeping and accounting methods required by Washington law and/or the Washington State Auditor and in compliance with the requirements of any state or federal program providing funding or other support for the BHOBH-ASO's programs and services.

9.2 Budget. The NSBHOBH-ASO Administrator shall prepare, and the ~~Executive Committee~~Board of Directors shall consider and adopt, an annual budget reflecting proposed revenues and expenditures for the next fiscal year no later than December 1, of each preceding fiscal year.

9.3 Disbursements. Funds received by contract from ~~the~~ DSHS or HCN shall be disbursed according to the budget as approved. Vouchering and reimbursement procedures shall be developed in accordance with relevant regulations and approved equitable allocation formulas.

9.4 Funds and Audit. Funds provided to the BHOBH-ASO from all sources shall be maintained as a separate fund in the Skagit County Treasury or other County Treasury as designated by the BHOBH-ASO's Executive-CommitteeBoard of Directors. Such funds shall be designated as the Operating Fund of the BHOBH-ASO per RCW 39.34.030(4)(b) in the Skagit County Treasury or other County Treasury as determined by the Executive-CommitteeBoard of Directors. These monies shall be subject to the same audit and fiscal controls as other funds held by the designated County Treasury. Interest on investment of the BHOBH-ASO's funds shall accrue to the benefit of the BHOBH-ASO.

9.5 Interest on and Return of Capital Contributions. No County Authority shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

9.6 Accounting Period. The BHOBH-ASO's fiscal year shall be January 1 through December 31.

9.7 Records, Audits and Reports; Public Records Requests and HIPAA. At the expense of the BHOBH-ASO, the NSBHOBH-ASO Administrator shall maintain records and accounts of all operations and expenditures of the BHOBH-ASO. All records shall be maintained and be available to the public pursuant to the Washington Public Records Act, chapter 42.56 RCW, chapter 70.02 RCW, the Health Insurance Portability and Accountability Act ("HIPAA"), PL 104-191, as amended and retained pursuant to retention requirements as set forth in RCW Title 40, WAC 434 and schedules established by the Washington Secretary of State, and the U.S. Substance Abuse and Mental Health Services Administration and Department of Health and Human Services' Office of the National Coordinator for Health Information Technology (ONC) with regard to Confidentiality of Substance Use Disorder Patient Records 42 CFR Part 2, all as may be amended from time to time. At the minimum the BHOBH-ASO shall keep at its principal place of business the following records:

- (a) A current list and past list, setting forth the full name and contact information for each County Authority and each County Authority representative serving on the Executive-CommitteeBoard of Directors;
- (b) A current list and past list, setting forth the full name and contact information for each representative sitting on the Advisory Board;
- (c) A copy of the Certificate of Formation and all amendments thereto;
- (d) Copies of this Agreement and all amendments hereto;

- (e) Minutes of the County Authority meeting and any written consents obtained from County Authorities for actions taken by County Authorities without a meeting;
- (f) Copies of the BHOBH-ASO's financial statements for the seven (7) most recent years; and
- (g) Its Public Records Policy and Procedures and the name or job title and contact information of its Public Records Officer.

All records related to the BHOBH-ASO shall be available for inspection and photocopying under the provisions of the Washington Public Records Act, chapter 42.56 RCW ("PRA"), subject to any exemptions or limitations on disclosure. At the expense of the BHOBH-ASO, the BHOBH-ASO shall adopt a public records policy in compliance with the PRA to respond to public records requests received by the BHOBH-ASO.

Each County Authority shall respond to public records requests received by that County Authority. If a County Authority receives a request for a BHO or BHOBH-ASO record that the County Authority has used, but does not possess, the County Authority shall: a) provide a copy of the request to the BHOBH-ASO and the other County Authorities and identify the specific record sought; and b) notify the requester that the public records request has been forwarded to the BHOBH-ASO and the other County Authorities for the specific record. Upon receipt of a forwarded request, each County Authority and the BHOBH-ASO, in good faith, shall promptly respond to the forwarded request as a public records request from the requester for the specific record sought, provided that the date for responding to the requestor by the BHOBH-ASO pursuant to RCW 42.56.520, shall be based on the date the request is received by the BHOBH-ASO.

Conversely, if the BHOBH-ASO receives a request for a County Authority-related record that the BHO or BHOBH-ASO has used, but does not possess, the BHOBH-ASO shall: a) forward a copy of the request to the County Authority and, if applicable, to the other County Authorities, and identify the specific record sought; and b) notify the requestor that the public records request has been forwarded to the County Authority and, if applicable, to the other County Authorities, for the specific record. Upon receipt of a forwarded request, such County Authority and the BHOBH-ASO, in good faith, shall promptly respond to the forwarded request as a public records request from the requestor for the specific record sought; provided that the date for responding to the requestor by a County Authority pursuant to RCW 42.56.520 shall be based on the date the request is received by the County Authority.

ARTICLE 10 -- TRANSFERABILITY

10.1 General. Except as otherwise expressly provided in this Agreement, a County Authority shall not have the right to:

(a) Sell, assign, transfer, exchange or otherwise transfer for consideration, (collectively, “sell” or “sale”); or

(b) Pledge, encumber or otherwise use all or part of its County Authority’s Interest in the BHOBH-ASO as security for a loan or other obligation.

ARTICLE 11 -- DISSOLUTION AND TERMINATION

11.1 Dissolution. The BHOBH-ASO shall be dissolved upon the unanimous vote of the County Authorities of the BHOBH-ASO held at the time of the vote.

11.2 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, the ~~Executive Committee~~Board of Directors shall immediately proceed to wind up the affairs of the BHOBH-ASO. The ~~Executive Committee~~Board of Directors shall sell or otherwise liquidate all of the BHOBH-ASO’s assets as promptly as practicable (except to the extent the ~~Executive Committee~~Board of Directors may determine to distribute any assets to the County Authorities in kind) and shall apply the proceeds of such sale and the remaining BHOBH-ASO assets in the following order of priority:

11.2.1 Payment of creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the BHOBH-ASO;

11.2.2 To establish any reserves that the ~~Executive Committee~~Board of Directors deems reasonably necessary for contingent or unforeseen obligations of the BHOBH-ASO and, at the expiration of such period as the ~~Executive Committee~~Board of Directors shall deem advisable, the balance then remaining in the manner provided in Section 11.2.3 below;

11.2.3 By the end of the fiscal year in which the liquidation occurs (or, if later, within ninety (90) days after the date of such liquidation), to the County Authorities in proportion to the positive balances of their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year during which the liquidation occurs (other than those made pursuant to this Section 11.2.3).

11.3 Termination. The ~~Executive Committee~~Board of Directors shall comply with any applicable requirements of applicable law pertaining to the winding up of affairs of the BHOBH-ASO and the final distribution of its assets. Upon completion of the winding up, liquidation and distribution of the assets, the BHOBH-ASO shall be deemed terminated.

11.4 Certificate of Cancellation. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the County Authorities, the ~~Executive Committee~~Board of Directors shall file a certificate of cancellation. Upon filing the certificate of cancellation, the existence of the BHOBH-ASO shall cease, except as otherwise provided in the LLC Act.

11.5 Return of Contribution Nonrecourse to Other County Authorities. Except as provided by law or as expressly provided in this Agreement, upon dissolution each County Authority shall look solely to the assets of the BHOBH-ASO for the return of its Capital Contributions, if any. Return of Capital Contributions shall be made on a pro rata basis reflecting the County Authorities' Percentage Interests. If the property remaining after the payment or discharge of liabilities of the BHOBH-ASO is insufficient to return the contributions to the County Authorities, no County Authority shall have recourse against any other County Authority, the BHOBH-ASO or NSBHOBH-ASO Administrator.

ARTICLE 12 -- MISCELLANEOUS PROVISIONS

12.1 Notices. Any notice, demand, or communication required or permitted under this Agreement shall be deemed to have been duly given if delivered personally to the party to whom directed or, if mailed by registered or certified mail, postage and charges prepaid, addressed: (a) if to a County Authority, to the County Authority's address specified in the attached **Exhibit A**; (b) if to the BHOBH-ASO, to the address specified in Section 2.3 of this Agreement; and (c) if to the NSBHOBH-ASO Administrator to the address specified in Section 2.3. Except as otherwise provided herein, any such notice shall be deemed to be given when personally delivered or, if mailed, three (3) business days after the date of mailing. A County Authority, the BHOBH-ASO or the NSBHOBH-ASO Administrator may change its address for the purposes of notices hereunder by giving notice to the others specifying such changed address in the manner specified in this Section 12.1 of this Agreement. Notwithstanding the foregoing with respect to ordinary communications between the County Authorities, the ~~Executive Committee~~Board of Directors representatives and the NSBHOBH-ASO Administrators communication via email is permitted.

12.2 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

12.3 Amendments. This Agreement may not be amended except by the written agreement of all the County Authorities holding a County Authority's Interest in the BHOBH-ASO.

12.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

12.5 Headings. The headings in this Agreement are inserted for convenience only and shall not affect the interpretations of this Agreement.

12.6 Waivers. The failure to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

12.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12.8 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.9 Successors and Assigns. Each of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective legal representatives, successors and assigns.

12.10 Creditors/Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any of the creditors of the BHOBH-ASO or any third parties.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

12.12 Investment Representations. The Units have not been registered under the Securities Act of 1933, the Securities Act of Washington or any other state securities laws (collectively, the "Securities Acts"). Each County Authority hereby confirms the Units have been acquired for such County Authority's own account, for investment and not with a view to the resale or distribution thereof and may not be offered or sold to anyone unless there is an effective registration or other qualification relating thereto under all applicable Securities Acts.

12.13 This Agreement supersedes and replaces the agreement titled "Interlocal Agreement Establishing a Mental Health Regional Support Network for Island, San Juan, Skagit, Snohomish and Whatcom Counties" recorded October 14, 1997 in the records of the County Auditor of San Juan County under Auditor's File Number 97101405 and serves to amend and restate the agreement titled "Joint County Authority Behavioral Health Interlocal Operating Agreement of North Sound Behavioral Health Organization, LLC, a Washington behavioral health organization and limited liability company.-

12.14 In adopting this Agreement, in addition to adopting the Articles, the County Authorities hereby also adopt, and agree to, the Recitals and the facts set forth herein.

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SIGNATURES FOLLOW.]

COUNTY AUTHORITIES:

ISLAND COUNTY

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

By: Helen Price Johnson, Chair

By: Richard M. Hannold, Member

By: Jill Johnson, Member

Approved as to form:

By: _____
_____, Prosecuting Attorney

SAN JUAN COUNTY

ATTEST: Clerk of the Council

By: _____
Ingrid Gabriel, Clerk Date

REVIEWED BY COUNTY MANAGER

By: _____
Michael J. Thomas Date

RANDALL K. GAYLORD
APPROVED AS TO FORM ONLY

COUNTY COUNCIL
SAN JUAN COUNTY, WASHINGTON

~~William Watson~~~~Bob Jarman~~, Chair
District 1

Jamie Stephens, Vice-Chair
District 3

Rick Hughes, Member
District 2

SKAGIT COUNTY

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

SNOHOMISH COUNTY

By: Snohomish County Executive

Approved as to form:

By: Deputy Prosecuting Attorney

WHATCOM COUNTY

By: _____
Jack Louws
Its: County Executive

Approved as to form:

By: Royce Buckingham, WSBA #22503,
Deputy Prosecuting Attorney

EXHIBIT A
COUNTY AUTHORITY INFORMATION
as of January 1, 2016

<u>Names and Addresses of County Authorities</u>	<u>Units</u>	<u>Percentage Interest</u>
Island County 1 NE 7 th St #214 Coupeville, WA 98239	1	11.111111%
San Juan County 350 Court Street, #1 Friday Harbor, WA 98250	1	11.111111%
Skagit County 1800 Continental Pl #100 Mount Vernon, WA 98273	1	11.111111%
Snohomish County 3000 Rockefeller Ave., M/S 609 Everett, WA 98201	4	44.444444%
Whatcom County 311 Grand Avenue, Suite 105 Bellingham, WA 98225	2	22.222222%

Advisory Board Language in State MCO Contract

1.57 Community Behavioral Health Advisory (CBHA) Board

"Community Behavioral Health Advisory (CBHA) Board" means an advisory board representative of the demographic characteristics of the region. Representatives to the board shall include, but are not limited to, representatives of Enrollee and families, clinical and community service resources, including law enforcement. Membership shall be comprised of at least 51 percent Enrollee or Enrollee family members. Composition of the Advisory Board and the length of terms shall be submitted to HCA upon request.

1.229 Regional Service Area (RSA)

"Regional Service Area (RSA)" means a single county or multi-county grouping formed for the purpose of health care purchasing.

7.1.1.2.4 The Contractor shall participate in the single RSA Community Behavioral Health Advisory Board (CBHA).

7.1.1.2.5 The CBHA shall at minimum advise on the need for establishing a behavioral health Quality Management (QM) sub-committee. If the Community Advisory Board recommends a behavioral health QM subcommittee, the subcommittee shall:

7.1.1.2.5.1 Include, in an advisory capacity, Enrollees, family members, certified peer specialists, and provider representatives.

7.1.1.2.5.2 Maintain records of meetings documenting attendance by Enrollees, family members, and providers, as well as committee's findings, recommendations, and actions.

7.1.1.2.5.3 Include mechanisms to solicit feedback and recommendations from a CBHA and key stakeholders to improve quality of care and Enrollee outcomes.

7.1.1.2.5.4 Provide quality improvement feedback to the CBHA, key stakeholders and other interested parties defined by HCA. The Contractor shall document the activities and provide to HCA upon request.

Advisory Board Language in BH-ASO Contract

Definition

1.30 Community Behavioral Health Advisory (CBHA) Board

“Community Behavioral Health Advisory (CBHA) Board” means an advisory board representative of the demographic characteristics of the RSA in accordance with WAC 182-538D-0252.

Quality Management Program

7.1.2 The Contractor shall participate in a Community BHAB and attend meetings as required by established bylaws.

Federal Block Grant (FBG) Subcontracts and Subcontract Monitoring

9.6.1 All activities and services performed in accordance with this Contract, which are not performed directly by the Contractor, must be subcontracted according to the terms set forth by the Community BHAB - approved MHBG project plan or SABG project plan.

18 Federal Block Grants (FBG)

In each RSA, the Contractor shall collect information from key stakeholders and community partners to develop the regional MHBG and SABG Project Plans. The plans shall be submitted to and approved by the regional Behavioral Health Advisory Board (BHAB).

Ombuds

10.2.1.12 Prepare reports and formalized recommendations at least biennially to the Community BHAB.

REGIONAL BEHAVIORAL HEALTH ADVISORY BOARD (Advisory Board)

23.1 The Contractor shall maintain a Community BHAB in that is broadly representative of the demographic character of the region. The composition of the Advisory Board and length of terms shall be provided to HCA and DSHS upon request and meet the requirement in this section.

23.1.1 Advisory Board Requirements:

23.1.1.1 Be representative of the geographic and demographic mix of service population;

23.1.1.2 Have at least fifty one percent (51%) of the membership be persons with lived experience, parents or legal guardians of persons with lived experience and/or self-identified as a person in recovery from a behavioral health disorder;

23.1.1.3 Law Enforcement representation;

23.1.1.4 County representation;

23.1.1.5 No more than four elected officials;

23.1.1.6 No employees, managers or other decision makers of subcontracted agencies who have the authority to make policy or fiscal decisions on behalf of the subcontractor; and

23.1.1.7 Three year term limit, multiple terms may be served, based on rules set by the Advisory Board.

23.1.2 The Advisory Board will:

23.1.2.1 Solicit and use the input of Consumers with mental health and/or SUD to improve behavioral health services delivery in the region;

23.1.2.2 Provide quality improvement feedback to key stakeholders and other interested parties defined by HCA. The Contractor shall document the activities and provide to HCA upon request; and

23.1.2.3 Upon request by HCA, approve and submit the annual SABHSAPT Block Grant and MHBG Mental Health Block Grant expenditure plan for the North Central Region. The expenditure plan format will be provided by HCA.

Advisory Board Language in BH-ASO Contract

Definition

1.30 Community Behavioral Health Advisory (CBHA) Board

“Community Behavioral Health Advisory (CBHA) Board” means an advisory board representative of the demographic characteristics of the RSA in accordance with WAC 182-538D-0252.

— [WAC 182.538D.0252] Behavioral Health Organization – Advisory Board Membership

Quality Management Program

7.1.2 The Contractor shall participate in a Community BHAB and attend meetings as required by established bylaws.

Federal Block Grant (FBG) Subcontracts and Subcontract Monitoring

9.6.1 All activities and services performed in accordance with this Contract, which are not performed directly by the Contractor, must be subcontracted according to the terms set forth by the Community BHAB - approved MHBG project plan or SABG project plan.

18 Federal Block Grants (FBG)

In each RSA, the Contractor shall collect information from key stakeholders and community partners to develop the regional MHBG and SABG Project Plans. The plans shall be submitted to and approved by the regional Behavioral Health Advisory Board (BHAB).

Ombuds

10.2.1.12 Prepare reports and formalized recommendations at least biennially to the Community BHAB.

REGIONAL BEHAVIORAL HEALTH ADVISORY BOARD (Advisory Board)

23.1 The Contractor shall maintain a Community BHAB in that is broadly representative of the demographic character of the region. The composition of the Advisory Board and length of terms shall be provided to HCA and DSHS upon request and meet the requirement in this section.

23.1.1 Advisory Board Requirements:

23.1.1.1 Be representative of the geographic and demographic mix of service population;

— [Bylaws] Article III: Membership

- Section 5: The North Sound BHO AB membership will be representative of the demographic character of the region and of the ethnicity and broader cultural aspects of individuals being served.

— [LLC] Article 5: Management

- Section 5.4: The Board of Directors shall assure the composition of the Advisory Board is broadly representative of the demographic character of the region and shall include, but not be limited to, representatives of consumers and families, law enforcement and Tribal Authorities.

— [RCW 71.24.300] Behavioral Health Organizations-Inclusion of tribal authorities-Roles and responsibilities

- Section 8: The composition of the board shall be broadly representative of the demographic character of the region and shall include, but not be limited to, representatives of consumers of substance use disorder and

mental health services and their families, law enforcement, and, where the county is not the behavioral health organization, county elected officials.

- [MCO State Contract]
 - Section 7.1.1.2.5.1 Include, in an advisory capacity, Enrollees, family members, certified peer specialists, and provider representatives.
- [WAC 182.538D.0252] Behavioral Health Organization – Advisory Board Membership
 - (2) The BHO must appoint advisory board members and maintain an advisory board that:
 - (a) Broadly represents the demographic character of the service area; People with lived experience;
 - (ii) Parents or legal guardians of people with lived experience; or
 - (iii) Self-identified as people in recovery from a behavioral health disorder.
 - (c) Includes law enforcement representation; and
 - (d) Includes tribal representation, upon request of a tribe.

23.1.1.2 Have at least fifty one percent (51%) of the membership be persons with lived experience, parents or legal guardians of persons with lived experience and/or self-identified as a person in recovery from a behavioral health disorder

- [Bylaws] Article III: Membership
 - Section 4: **WAC to be changed to reflect the new WAC 182.538D.0252** Fifty-one percent (51%) [WAC 388—865-0252]
- [LLC] Article 5: Management
 - Section 5.4: The Board of Directors shall assure the composition of the Advisory Board is broadly representative of the demographic character of the region and shall include, but not be limited to, representatives of consumers and families, law enforcement and Tribal Authorities.
- [RCW 71.24.300] Behavioral Health Organizations-Inclusion of tribal authorities-Roles and responsibilities
 - Section 8: The composition of the board shall be broadly representative of the demographic character of the region and shall include, but not be limited to, representatives of consumers of substance use disorder and mental health services and their families, law enforcement, and, where the county is not the behavioral health organization, county elected officials.
- [MCO State Contract]
 - Section 1.57 Community Behavioral Health Advisory (CBHA) Board: . Representatives to the board shall include, but are not limited to, representatives of Enrollee and families, clinical and community service resources, including law enforcement. Membership shall be comprised of at least 51 percent Enrollee or Enrollee family members.
- [WAC 182.538D.0252] Behavioral Health Organization – Advisory Board Membership
 - Section 1 B: Is composed of at least fifty-one percent representation of one or more of the following:
 - (i) People with lived experience;

- (ii) Parents or legal guardians of people with lived experience; or
- (iii) Self-identified as people in recovery from a behavioral health disorder.
- (c) Includes law enforcement representation; and
- (d) Includes tribal representation, upon request of a tribe.

23.1.1.3 Law Enforcement representation;

- [Bylaws] Article III: Membership
 - Section 4: A representative from law enforcement shall be a member of the board.
- [LLC] Article 5: Management
 - The Board of Directors shall assure the composition of the Advisory Board is broadly representative of the demographic character of the region and shall include, but not be limited to, representatives of consumers and families, law enforcement and Tribal Authorities.
- [RCW 71.24.300] Behavioral Health Organizations-Inclusion of tribal authorities-Roles and responsibilities
 - Section 8: The composition of the board shall be broadly representative of the demographic character of the region and shall include, but not be limited to, representatives of consumers of substance use disorder and mental health services and their families, law enforcement, and, where the county is not the behavioral health organization, county elected officials.
- [MCO State Contract]
 - Section 1.57 Community Behavioral Health Advisory Board (CBHA) Board: Representatives to the board shall include, but are not limited to, representatives of Enrollee and families, clinical and community service resources, including law enforcement.
- [WAC 182.538D.0252] Behavioral Health Organization – Advisory Board Membership
 - Section 1 C: Includes law enforcement representation

23.1.1.4 County representation;

- [Bylaws] Article III: Membership
 - Section 1: The North Sound BHO AB shall consist of twenty-six (26) members representing the five counties that make up the region, and eight (8) regional Tribal members, as follows:
 - Island County 4
 - San Juan County 3
 - Skagit County 4
 - Snohomish County 9
 - Whatcom County 6
 - Tribal 8
- [LLC] Article 5: Management
 - In addition to the Board of Directors the BH-ASO shall have in place an advisory board of the BH-ASO (“Advisory Board”) with representatives from each county. The Advisory Board shall consist of the following twenty-six

representatives representing and apportioned to each County Authority as follows:

- Island County 4
- San Juan County 3
- Skagit County 4
- Snohomish County 9
- Whatcom County 6

— [RCW 71.24.300] Behavioral Health Organizations-Inclusion of tribal authorities-Roles and responsibilities

- Section 8: The composition of the board shall be broadly representative of the demographic character of the region and shall include, but not be limited to, representatives of consumers of substance use disorder and mental health services and their families, law enforcement, and, where the county is not the behavioral health organization, county elected officials.

— [MCO State Contract]

- Section 1.57 Community Behavioral Health Advisory (CBHA) Board" means an advisory board representative of the demographic characteristics of the region.

— [WAC 182.538D.0252] Behavioral Health Organization – Advisory Board Membership

- Section 1 A: Broadly represents the demographic character of the service area

23.1.1.5 No more than four elected officials;

— [Bylaws] This clause needs to be added into the Bylaws. Added into Article III: Membership.

— [LLC] Each County Authority shall endeavor to include as part of its appointment representatives from the County Authority's mental health and/or behavioral health advisory board.

— [RCW 71.24.300] Behavioral Health Organizations-Inclusion of tribal authorities-Roles and responsibilities

- Section 8: The composition of the board shall be broadly representative of the demographic character of the region and shall include, but not be limited to, representatives of consumers of substance use disorder and mental health services and their families, law enforcement, and, where the county is not the behavioral health organization, county elected officials.

— [MCO State Contract] No clause indicating of this requirement.

— [WAC 182.538D.0252] Behavioral Health Organization – Advisory Board Membership

- Section 1 Article 3: When the BHO is not a function of county government, the advisory board must include no more than four county elected officials.

23.1.1.6 No employees, managers or other decision makers of subcontracted agencies who have the authority to make policy or fiscal decisions on behalf of the subcontractor

— [Bylaws] Article III: Membership

- Section 6: In accordance with applicable local, state and federal laws, rules and/or regulations governing the operations of the North Sound BHO, and in

accordance with the North Sound BHO Conflict of Interest Policy 4515.00 Advisory Board Representation and with the North Sound BHO Conflict of Interest Policy 3010.00. The members of the North Sound BHO Advisory Board (AB) may have an AB member who serves on the Board and is employed by a subcontractor agency. The person shall not be an owner nor have a controlling interest in the subcontractor's company nor be a member of a senior management of the subcontractor's company. A person who works for an agency shall recuse themselves on potential conflicts of interest. Any conflict of interest must be explicitly declared by the AB member.

- [LLC] No clause indicating of this requirement.
- [RCW 71.24.300] Behavioral Health Organizations-Inclusion of tribal authorities-Roles and responsibilities No clause indicating of this requirement.
- [MCO State Contract] No clause indicating of this requirement.
- [WAC 182.538D.0252] Behavioral Health Organization – Advisory Board Membership
 - Section 4A: The advisory board: The Advisory Board May have members who are employees of subcontracted agencies, as long as there are written rules that address potential conflicts of interest.

23.1.1.7 Three year term limit, multiple terms may be served, based on rules set by the Advisory Board.

- [Bylaws] Article III: Membership
 - Section 3: Length of term and rotation of membership shall be determined by the code of each individual county which is party to North Sound BHO
- [LLC] The Advisory Board representatives shall be appointed according to each County Authority's usual and customary method of appointment with terms to be determined by each County Authority, conforming with its respective County Code.
- [RCW 71.24.300] Behavioral Health Organizations-Inclusion of tribal authorities-Roles and responsibilities
 - Section 8: Composition and length of terms of board members may differ between behavioral health organizations but shall be included in each behavioral health organization's contract and approved by the secretary
- [MCO State Contract]
 - Section 1.57: Composition of the Advisory Board and the length of terms shall be submitted to HCA upon request.
- [WAC 182.538D.0252] Behavioral Health Organization – Advisory Board Membership
 - Section 4C: Membership is limited to three years per term for time served, per each advisory board member. Multiple terms may be served by a member if the advisory board rules allow it.

23.1.2 The Advisory Board will:

23.1.2.1 Solicit and use the input of Consumers with mental health and/or SUD to improve behavioral health services delivery in the region;

- [Bylaws] Article II: Duties
 - Section 4 To ensure that the needs of all individuals within the region are met (including, but not limited to, the needs of people with special needs, elderly people, disabled people, children/youth, Native Americans, people who identify as Gay, Lesbian, Bisexual, or Transgender (GLBT), and people with low incomes), within the plans established by the North Sound BHO Executive Committee
- [LLC] work with the BH-ASO to address and resolve significant concerns regarding service delivery and outcomes.
- [RCW 71.24.300] Behavioral Health Organizations-Inclusion of tribal authorities-Roles and responsibilities
 - Section 8: work with the behavioral health organization to resolve significant concerns regarding service delivery and outcomes.
- [MCO State Contract]
 - 7.1.1.2.5.3 Include mechanisms to solicit feedback and recommendations from a CBHA and key stakeholders to improve quality of care and Enrollee outcomes.
- [WAC 182.538D.0252] Behavioral Health Organization – Advisory Board Membership
 - Section 1 A and B: Promote active engagement with people with behavioral health disorders, their families, and behavioral health agencies; and Solicit and use the advisory board members input to improve service delivery and outcome.

23.1.2.2 Provide quality improvement feedback to key stakeholders and other interested parties defined by HCA. The Contractor shall document the activities and provide to HCA upon request; and

- [Bylaws] Article I: Purpose
 - Section 1: The purpose of the **North Sound Behavioral Health Organization, LLC** (North Sound BHO) Advisory Board (AB) is to provide independent advice to the North Sound BHO Executive Committee, and to provide independent feedback to local jurisdictions and service providers.
 - Article II: Duties
 - Section 1: To provide oversight activities in order to advise the North Sound BHO Executive Committee concerning the planning, delivery, and evaluation of those behavioral health services which promote recovery and resilience, and which are the responsibility of the North Sound BHO.
 - Section 3: To review and provide comment on all North Sound BHO Strategic Plans, Quality Assurance Plans, and Service Delivery Plans and Budgets, which relate to behavioral health services, before such plans and budgets are acted on by the North Sound BHO Executive Committee.
 - Section 5: To conduct site visits of North Sound BHO service providers, special interest groups, Department of Social and Health

- Services (DSHS) agencies, private sector service providers, hospitals, and community programs. Site visits are designed to provide North Sound BHO AB members with first-hand information so that AB members might make informed recommendations to the North Sound BHO Executive Committee.
 - Section 7: **Needs to be revised to incorporate name change HCA and CAEC to BOD.** To perform such other duties as the North Sound BHO Executive Committee, Washington State Department of Social and Health Services, and/or Washington State Mental Health Division may require.
- [LLC] The Advisory Board shall review and provide comments on plans and policies developed pursuant to Title 71 RCW, provide local oversight regarding the activities of the BH-ASO, and work with the BH-ASO to address and resolve significant concerns regarding service delivery and outcomes.
- [RCW 71.24.300] Behavioral Health Organizations-Inclusion of tribal authorities-Roles and responsibilities
 - Section 8: Each behavioral health organization shall appoint a behavioral health advisory board which shall review and provide comments on plans and policies developed under this chapter, provide local oversight regarding the activities of the behavioral health organization, and work with the behavioral health organization to resolve significant concerns regarding service delivery and outcomes. The department shall establish statewide procedures for the operation of regional advisory committees including mechanisms for advisory board feedback to the department regarding behavioral health organization performance.
- [MCO Contract]
 - **7.1.1.2.5** The CBHA shall at minimum advise on the need for establishing a behavioral health Quality Management (QM) sub-committee. If the Community Advisory Board recommends a behavioral health QM subcommittee, the subcommittee shall:
 - **7.1.1.2.5.1** Include, in an advisory capacity, Enrollees, family members, certified peer specialists, and provider representatives.
 - **7.1.1.2.5.2** Maintain records of meetings documenting attendance by Enrollees, family members, and providers, as well as committee's findings, recommendations, and actions.
 - **7.1.1.2.5.3** Include mechanisms to solicit feedback and recommendations from a CBHA and key stakeholders to improve quality of care and Enrollee outcomes.
 - **7.1.1.2.5.4** Provide quality improvement feedback to the CBHA, key stakeholders and other interested parties defined by HCA. The Contractor shall document the activities and provide to HCA upon request.
- [WAC 182.538D.0252] Behavioral Health Organization – Advisory Board Membership
 - Section 5: The advisory board independently reviews and provides comments to either the BHO, the BHO governing board, or both, on plans, budgets, and policies developed by the BHO to implement the requirements of this section, chapters 71.05, 71.24, 71.34 RCW, and applicable federal laws.

23.1.2.3 Upon request by HCA, approve and submit the annual SABHSAPT Block Grant and MHBG Mental Health Block Grant expenditure plan for the North Central Region. The expenditure plan format will be provided by HCA.

- [Bylaws] Article II: Duties
 - Section 3: To review and provide comment on all North Sound BHO Strategic Plans, Quality Assurance Plans, and Service Delivery Plans and Budgets, which relate to behavioral health services, before such plans and budgets are acted on by the North Sound BHO Executive Committee.
- [LLC] The Advisory Board shall review and provide comments on plans and policies developed pursuant to Title 71 RCW, provide local oversight regarding the activities of the BH-ASO, and work with the BH-ASO to address and resolve significant concerns regarding service delivery and outcomes
- [RCW 71.24.300] Behavioral Health Organizations-Inclusion of tribal authorities-Roles and responsibilities
 - Section 8: Each behavioral health organization shall appoint a behavioral health advisory board which shall review and provide comments on plans and policies developed under this chapter, provide local oversight regarding the activities of the behavioral health organization, and work with the behavioral health organization to resolve significant concerns regarding service delivery and outcomes.
- [MCO Contract] Not indicated in the contract
- [WAC 182.538D.0252] Behavioral Health Organization – Advisory Board Membership
 - Section 5: The advisory board independently reviews and provides comments to either the BHO, the BHO governing board, or both, on plans, budgets, and policies developed by the BHO to implement the requirements of this section, chapters 71.05, 71.24, 71.34 RCW, and applicable federal laws.

Crosswalk Table

Behavioral Health Services Rules from DSHS to HCA

DSHS WAC location until July 1, 2018	New HCA WAC location July 1, 2018	Title
388-877-0100 388-877-0754	182-100-0100	Problem and pathological gambling services *DSHS rules 388-877-0100 and 388-877-0754 also relocate to DOH WACs 246-341-0100 and 246-341-0754
388-877-0200, 388-865-0238, 388-865-0610	182-538D-0200	Definitions
388-865-0232	182-538D-0232	Behavioral Health Organizations – General
388-865-0234	182-538D-0234	Behavioral health organizations—When the agency administers regional behavioral health services.
388-865-0236	182-538D-0236	Behavioral health organizations—How to request an exemption of a minimum standard.
388-865-0242	182-538D-0242	Behavioral health organizations—Payment for behavioral health services.
388-865-0246	182-538D-0246	Behavioral health organizations—Public awareness of behavioral health services.
388-865-0248	182-538D-0248	Behavioral health organizations—Governing body responsible for oversight.
388-865-0252	182-538D-0252	Behavioral health organizations—Advisory board membership.
388-865-0254	182-538D-0254	Behavioral health organizations—Voluntary inpatient services and involuntary evaluation and treatment services.
388-865-0256	182-538D-0256	Behavioral health organizations—Community support, residential, housing, and employment services.
388-865-0258	182-538D-0258	Behavioral health organizations—Administration of the Mental Health and Substance Use Disorders Involuntary Treatment Acts.
388-865-0262	182-538D-0262	Behavioral health organizations—Behavioral health ombuds office.
388-865-0264	182-538D-0264	Behavioral health organizations—Quality strategy.
388-865-0266	182-538D-0266	Behavioral health organizations—Quality review teams.

NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION ADVISORY BOARD

2019-2020 Work Plan

Focus Areas

→ Accountability

- What are the Accountable Community of Health measures?
- MCOs living up to the standards Washington Administrative Code and Revised Code of Washington
- Did integrated care live up to the promise?
- Actively monitoring Behavioral Health (BH) impact through indicators
 - Working with leadership to develop metrics
 - Ratings scorecard
- Stoplight – Early Warning Signs

→ Communication

- Members feedback to counties
- County relationships
- County communication to members regarding issues within the community
 - Community based public education issues
- Lack of communication between systems. How will communication take place with the five MCOs?

→ Crisis System – Supporting System Delivery

- Continuity of care
- Care coordination
- Funding to serve everyone/regional
- Unified street level care
 - Connecting with individuals that are in crisis in the community before they end up in the criminal system or in the hospitals
 - Advocate for these individuals with the MCOs to make sure they get the care they need
- Look at cross county needs advocate – support
- Working with justice system, law enforcement, correctional agencies to advocate behavioral healthcare services for incarcerated individuals

Positive Outcomes

- Care Is Improving
- Efficiencies In System Delivery
- Better Coordination Between Systems
- Lives Have Improved
- Healthier Communities
- Communities Are Holding MCOs Accountable

North Sound Behavioral Health Organization

Advisory Board

2019 Chair and Vice-Chair Nominations

Nominations will be collected during the October meeting. The Nomination Committee Chair will announce the nominations during the November meeting. Vote to occur during the December meeting. Any current member may submit their own name, or the name of another member. Nominees must be current members who has actively served on the AB for a minimum of 6 months. Please write your nominees name below.


Chair	Vice-Chair

Northsoundbho.org

North Sound BHO

ServicesPoliciesContracts

Select Language



North Sound Behavioral Health Organization

Empowering individuals and families to improve their health and well-being

Changes are coming January 1, 2019 to Apple Health

[Things to know about changes to Washington Apple Health \(Medicaid\)](#)

Client Services

Need Behavioral Health Services?

[\(888\) 693-7200](#)
or [access online](#)

Find a Provider

- [American Indian/Alaskan Native \(AI/AN\) Services](#)
- [Covered Services](#)
- [Services Available by County](#)

In crisis?

[\(800\) 584-3578](#)

If there is a life-threatening emergency, please dial 911.

Crisis Services and Commitment Services are available 24-hours a day, seven days a week to anyone in the North Sound Region. Crisis Services include:

- Crisis Telephone Line
- Crisis Outreach
- Assistance in hospitalization if medically

Individual Rights

- [What are Your Rights?](#)
- [Ombuds Services](#)
- [Grievances](#)

Behavioral Health Benefits Book

- [Located on DSHS Website](#)
- [Welcome to Washington Apple Health Booklet](#)
- [FAQ](#)



Things to know about changes to Washington Apple Health (Medicaid) in Island, San Juan, Skagit, Snohomish, and Whatcom counties

Changes are coming January 1, 2019 to Apple Health

This change will not reduce any benefits. Apple Health clients will continue to have access to all of the same services they currently do, but the state will pay for them differently.

What's changing

All five current Apple Health plans will continue to be available:

- Amerigroup
- Community Health Plan of Washington
- Coordinated Care
- Molina Healthcare
- United Healthcare

These plans will also begin to cover mental health and drug/alcohol treatment services. Clients will remain in their current health plan and don't need to do anything.

Learn more

Apple Health will send information about health plan enrollment before January 1. It will help you use your benefits and explain how you may change your health plan.



Changes are coming to Washington Apple Health (Medicaid) in 2019 for the North Sound Region

Counties: Island • San Juan • Skagit • Snohomish • Whatcom

We are making a shift to better care

Apple Health is shifting to whole-person care. This means care is coordinated so that people get the help they need, for physical and behavioral health (mental health and substance use disorder treatment).

As part of our commitment to deliver better care, managed care plans available in your county, may change beginning Jan. 1, 2019. We recognize change can be disruptive, but we have put in place resources so the transition is as smooth as possible. This change will not reduce any benefits. Apple Health clients will continue to receive all of the same services they currently receive.

Available plans

In 2019, Apple Health managed care plans, including Apple Health Core Connections which covers the statewide foster care program, will start to cover behavioral health treatment services, along with physical health services.*

Most clients will remain with the same health plan; however, there are a few places where plans will no longer be an available choice within a county (see the next page for more information). Clients will stay enrolled in their current plan, unless that plan will not be an option in 2019. In that case, HCA will auto-enroll clients to one of the offered plans.

We will keep you informed

We will share information with clients and the wider community so that people are prepared for the change and clients have time to choose another plan if they want to.

Here are some key dates for clients:

October 1, 2018 – HCA sends a letter to Apple Health clients to summarize the changes to behavioral health services that start in January

November 20, 2018 – HCA begins enrollment process for Jan. 1, 2019

Late November, early December – HCA sends a letter to clients with the name of their health plan, a link to their benefits booklet, and how to change their plan.

December 1, 2018 – HCA's website and customer service phone lines will be available to assist clients

How to contact us

Phone: 1-800-562-3022

Email: askmedicaid@hca.wa.gov

**This change applies to Apple Health managed care programs. This does not apply to individuals receiving Apple Health coverage without a managed care plan. These individuals will continue to receive physical health services as they do today. For more information about access to behavioral health services for these individuals, view the BHSO fact sheet at www.hca.wa.gov/assets/program/bhso-fact-sheet.pdf.*



**WASHINGTON STATE
HEALTH CARE AUTHORITY**
P.O. Box 45530 • Olympia, WA 98504-5530

October 2018

Dear Washington Apple Health client:

On January 1, 2019, behavioral health coverage will change for Apple Health (Medicaid) clients living in many parts of Washington State, including the following counties:

Island	Snohomish
San Juan	Whatcom
Skagit	

Your behavioral health coverage includes:

- Mental health services
- Drug and alcohol use disorder treatment

You will still get the same behavioral health benefits you get today. We are only changing how we approve and pay for them.

How will my coverage change?

The North Sound Behavioral Health Organization will continue approving and paying for your behavioral health services through December 31, 2018. We will then transfer your behavioral health coverage to a health plan on January 1, 2019.

Where can I get more information?

We will send you a letter in December with the name of the health plan that will cover your behavioral health services beginning January 1. If you prefer another health plan, the letter will explain how you can change your plan.

Who do I contact with questions?

For questions about these changes, please contact us:

- Phone: 1-800-562-3022
- Online: https://fortress.wa.gov/hca/p1contactus/Client_WebForm

Thank you.



DRW
Rooted in Rights
disabilityrightswa.org

ADVOCACY SERIES:

TELLING YOUR STORY WITH A PURPOSE & THE TRUEBLOOD SETTLEMENT



When:

Thursday October 18th
9am-12pm, lunch 12-12:30

Where:

Skagit Publishing
Community Room
1215 Anderson Road
Mount Vernon, WA 98274

Calling all mental health advocates: expand your advocacy skills and learn how the *Trueblood* settlement may affect you!

Learn how to turn your recovery story into a legislative story!
This training is **focused on the perspective of people with lived experience** but all interested mental health advocates are welcome.



Telling Your Story with a Purpose is part 1 of our **Advocacy Series**, perfect for beginners and a good refresher for experienced advocates. Stay tuned to for Part 2: *Navigating the Legislature*.

Interested in broadcasting your story further? Rooted in Rights, a media team affiliated with DRW will **videotape your storytelling** after the workshop!

Why should you come?

- Free Registration
- Accommodations
- Free Refreshments
- Free Lunch
- Stipends
- Certificate of completion
- Safe space to share and learn

REGISTER FOR FREE BY 10/8/18

<https://www.eventbrite.com/e/telling-your-story-with-a-purpose-mt-vernon-registration-50510093048>

REGISTRATION IS FREE

Questions/Accommodations:

Darya Farivar
daryaf@dr-wa.org
206-471-9425

What is Trueblood? →



What is *Trueblood*?

Trueblood is a class action lawsuit that Disability Rights Washington (DRW) brought against the Washington State Department of Social and Human Services (DSHS) in 2014. The class members are people who are **waiting weeks to months in jail to receive competency restoration services**. In 2015, the court determined that DSHS must provide competency evaluations within **14 days** and must transfer people out of jail and into competency restoration services within **7 days**. After a little over a year, the State began paying fines for not complying with the court's timelines and has since paid **\$64 million in fines**. Because the State is still not in compliance, the Parties have completed a **settlement agreement** which can be **found on the DRW website**.

What are competency restoration services?

If someone is charged with a crime, they have the right to understand how the trial and court works. If there is a concern that they do not understand due to a mental illness or other disability, they will receive competency services. First, they receive a **competency evaluation**, which determines if the person understands what a trial is and how to work with their attorney. If they don't understand, they are found **incompetent** and the court will order **competency restoration services**. These services consist of mental health treatment, basic civics, and restoration classes which are provided at a state hospital or other facilities. They receive these services until they are reevaluated and found **competent**. If they are found incompetent, the process of restoration continues or their case may be dismissed.

Who are class members?

Class members are individuals who are in jail, pending a criminal charge, and typically have a serious mental illness or other disability. Many class members also have a substance use disorder. They wait weeks or months for competency evaluation or restoration services. Often times they wait much longer for these services than they would if they were convicted of the crime.

Let's connect the dots...

Many people are entering the criminal justice system because they **cannot get adequate mental health services**. When they can't access services, they get worse and worse until they go into crisis. When they go into crisis they may commit crimes which are symptoms of their untreated mental illness. Then law enforcement picks them up and has **little to no options but to take them to jail**. Because there are so many people entering the system, people wait weeks to months to receive competency restoration services. During that time, people are kept in jails, often in solitary confinement with little or no mental health treatment. In many cases, **their mental health is permanently impaired** because of this traumatic experience.

Find more information on *Trueblood* at
<https://www.disabilityrightswa.org/cases/trueblood/>