



North Sound Behavioral Health
Administrative Services Organization
Board of Directors
Hybrid Meeting Agenda

February 9th, 2023

**Board of Directors Members Present
in Person:**

Members Present via Zoom:

**North Sound Behavioral Health
Administrative Services Organization
(North Sound BH-ASO) Staff Present:**

Guests Present:

- 1. Call to Order and Introductions – Chair**
- 2. Revisions to the Agenda – Chair**
- 3. Approval of the January 12th, 2023, Minutes, Motion #23-08 – Chair....Attachment**
- 4. Comments & Announcements from the Chair**
- 5. Reports from Members**
- 6. Comments from the Public**
- 7. Diversity, Racial Equity, and Inclusion (DREI) Workgroup Update/Strategic Plan**
 - Michelle Osborne, Toni Belcher, Nora KarenaAttachment
- 8. Regional Navigator Program (RNP) Update: James Dixon**
 - [Recovery Navigator Program \(RNP\) | North Sound BH-ASO \(nsbhaso.org\)](#)
 - [Washington 2-1-1 | Search \(wa211.org\)](#)
- 9. Report from the Advisory Board Attachment**
- 10. Report from the Finance Officer Attachment**
- 11. Report from the Governance Operations Committee**

All matters listed with the Consent Agenda have been distributed to each Member for reading and study, are considered to be routine, and will be enacted by one action of the Board of Directors with no separate discussion. If separate discussion is desired, the item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member.

- **Update on Interlocal Agreement Amendment**.....Attachment
- **Consent Agenda**Attachment

Motion #23-09

- To review and approve the North Sound Behavioral Health Administrative Services Organization claims paid from January 1st, 2023, through January 31st, 2023, in the amount of \$4,837,340.84.
- Payroll for the month of January in the amount of \$185,789.97 and associated employer benefits in the amount of \$81,241.39.

12. Action Items

For Board Approval

Summary (Personnel):

At the December Board of Directors meeting a 5% COLA was approved for employees as part of the annual administrative budget. The Executive Director position serves at the will of the Board which requires a separate motion to approve the 5% COLA for the position.

Motion #23-10

- Approve a 5% COLA for the Executive Director position with an effective date of January 1, 2023.

Summary:

Vote for Chair and Vice Chair

Nominations received as of 2/8/2023 were for Peter Browning (Chair) and Barry Buchanan (Vice Chair)

Motion #23-11

- Approve Peter Browning as Chair and Barry Buchanan as Vice-Chair of the Board of Directors for 2023

13. Report from the Executive Director Attachments

14. Adjourn

Next Meeting: March 9th, 2023



Board of Directors

Meeting Minutes

January 12th, 2023

Board of Directors Members Present in Person:

- **Peter Browning**, Commissioner; Skagit County, Board Chair
- **George Kosovich**, Public Health, designated alternate for Peter Browning, Commissioner; Skagit County
- **Cammy Hart-Anderson**, Human Services, designated alternate for Dave Somers; County Executive, Snohomish County

Members Present via Zoom:

- **Cindy Wolf**, Council Member, San Juan County; Vice Chair
- **Perry Mowery**, Behavioral Health Supervisor, designated alternate for Satpal Sidhu, County Executive; Whatcom County
- **Pat O'Maley Lanphear**, North Sound BH-ASO Advisory Board, Chair
- **Nicole Gorle**, Legislative Analyst, Snohomish County; designated alternate for Nate Nehring, County Council
- **Darcy Cheeseman**, Legislative Aid to Council Member, Sam Low, Snohomish County
- **Lynda Austin**, Human Services, Island County; designated alternate for Jill Johnson, Commissioner
- **Barbara LaBrash**, Human Services Manager, San Juan County, designated alternate for Cindy Wolf and newly appointed Jane Fuller

North Sound Behavioral Health Administrative Services Organization (North Sound BH-ASO) Staff Present:

- **Joe Valentine**, Executive Director, North Sound BH-ASO
- **Darrell Heiner**, Senior Accountant, North Sound BH-ASO
- **Margaret Rojas**, Assistant Executive Director, North Sound BH-ASO

- **Joanie Wenzl**, Clerk of the Board, North Sound BH-ASO

Guests Present:

- Erik Pederson; Chief Civil Deputy Prosecutor, Skagit County
- Joy Borkholder; Everett Herald

Guest Presenters:

- Ryan Stattenfield; Percival
- Alyssa Kenney; Percival
- Deena Garza; Auditor
- Jordan Helms; Auditor
- Michelle Osborne; DREI
- Nora Karena; DREI
- Toni Belcher; DREI

Call to Order and Introductions – Chair

- Board Members, Guests, and ASO Staff Introductions

Recently, there has been new staff at the ASO and new board members.

The Chair initiated introductions of the ASO staff that had joined the meeting. They each introduced themselves and announced their job descriptions to the Board members.

The Board members and guests were also introduced.

Revisions to the Agenda – Chair

The Chair asked if there were revisions to the agenda, there were none

Approval of the December 8th, 2022, Minutes, Motion #23-01

Cammy Hart-Anderson moved the motion for approval, Cindy Wolf seconded, all in favor, motion #23-01 carried

Auditor's Report/Presentation

- Deena Garza
- Jordan Helms

https://www.nsbhaso.org/who-we-are/boards-and-committees/board-of-directors/Auditor's%20Report.NSBHESO_FY201_Exit.pdf

Jordan Helms and Deena Garza gave the ASO's Audit report via a PowerPoint presentation and answered questions from Board members

Diversity, Racial Equity, and Inclusion (DREI)

- Michelle Osborne, Nora Karena, Toni Belcher

Michelle Osborne gave a brief PowerPoint to the Board members regarding the ASO's past year of work on diversity, racial equity, and inclusion. Michelle answered questions from members

Behavioral Health Needs Assessment Update: Percival 2:15 p.m.

- Ryan Stattenfield, Sam Sears, Alyssa Kenney

<https://www.nsbhaso.org/news-and-events/north-sound-bhaso-assessment/North%20Sound%20BH-ASO%20Assessment.pdf>

Ryan Stattenfield gave a presentation on the Behavioral Health Needs Assessment that Percival performed for the North Sound region. A question-and-answer session followed, as well as the next steps that will take place which will include the North Sound County Coordinators and Advisory Board participants

Comments & Announcements from the Chair

There were no comments or announcements from the Chair

Reports from Members

Members gave updates on the behavioral health happenings in their respective counties

Comments from the Public

There were no comments from the public

Report from the Advisory Board

Pat O'Maley Lanphear, Advisory Board Chair, gave the report from the Advisory Board which included the current open seats on the Advisory Board

Report from the Finance Officer

Joe Valentine and Darrell Heiner gave the report from the Finance Officer and answered questions

Report from the Governance Operations Committee

The Chair noted that the G&O Committee spoke about the Chair and Vice Chair openings for 2023. He added that nominations are being taken. He nominated himself for chair and Barry Buchanan nominated himself for the role of Vice Chair.

No nominations were received during the meeting, and the Chair added that nominations could be emailed to the Clerk of the Board, as a vote will take place during the February meeting.

All matters listed with the Consent Agenda have been distributed to each Member for reading and study, are considered to be routine, and will be enacted by one action of the Board of Directors with no separate discussion. If separate discussion is desired, the item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member.

Consent Agenda

Motion #23-02

- To review and approve the North Sound Behavioral Health Administrative Services Organization claims paid from December 1st, 2022, through December 31st, in the amount of \$1,826,305.51.
- Payroll for the month of December in the amount of \$170,545.14 and associated employer benefits in the amount of \$72,969.37.

Cammy Hart-Anderson moved the motion for approval, Nicole Gorle seconded, all were in favor, motion #23-02 carried

Action Items

For Board Approval

Health Care Authority (HCA)

Summary

Projects for Assistance in Transition from Homelessness (PATH)

- This is a renewal of the PATH contract, it is on the federal fiscal cycle, September through September. The program is in Snohomish County administered by Bridgeways.
- The second contract is the Bridgeways contract for PATH services.

Motion #23-04

- HCA-North Sound BH-ASO-PATH-K6319 for the provision of PATH services in Snohomish County. The annual amount for this contract is \$219,026 with a term of September 23, 2022, through September 29, 2023.

Motion #23-05

- North Sound BH-ASO-Bridgeways-PATH-22-23 for the provision of PATH services in Snohomish County. The annual amount for this contract is \$219,026 with a term of September 29, 2022, through September 30, 2023.

Cindy Wolf moved motions #23-04 and #23-05 for approval, Perry Mowery seconded. All were in favor, motions #23-04 and #23-05 carried

Peer Path Finder Homeless Outreach

Summary

- This is a renewal of the Peer Path Finder contract, it is on the federal fiscal cycle, September through September. The program operates in Skagit and Whatcom Counties administered by Lifeline Connections.
- The Lifeline Connections contract was approved in December 2022.

Motion #23-06

- HCA-North Sound BH-ASO-K6453 for the provision of Peer Pathfinder services in Skagit and Whatcom counties. The annual amount is \$117,207 with a term of September 30, 2022, through September 29, 2023.

Cindy Wolf moved the motion for approval, Perry Mowery seconded the motion, all in favor, motion #23-06 carried

North Sound County Authorities Operating Agreement

Summary

- At the Board of Directors direction, we reached out to our Attorney Philip Buri to update Article VII paragraph 7.7 to allow for continued virtual meeting and voting by

Board members or their delegates. This change is in accordance with the Public Meetings Act.

Motion #23-07

- To move the North Sound County Authorities Operating Agreement Amendment to the respective elected Councils and/or Commissions in Island, San Juan, Skagit, Snohomish, and Whatcom Counties for approval.

Cammy Hart-Anderson moved the motion for approval, Cindy Wolf seconded the motion, all were favor, motion #23-07 carried

Report from the Executive Director

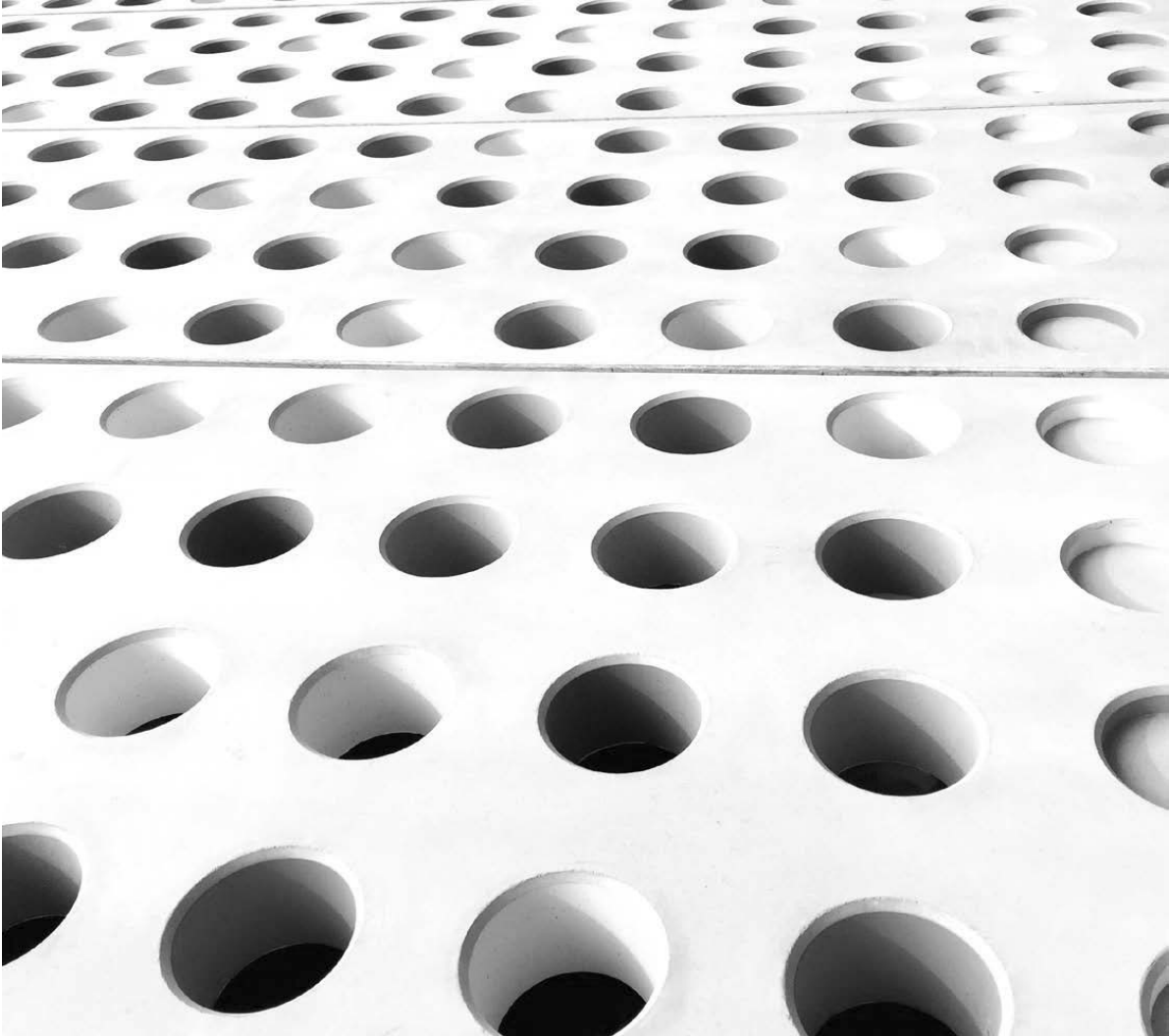
Joe Valentine referenced the Executive Directors Report and attachments that were included in board members packets.

The topics included:

- GOVERNOR INSLEE'S 2023-2025 RECOMMENDED BUDGET – BEHAVIORAL HEALTH
- WORKFORCE TRAINING AND EDUCATION BOARD: BEHAVIORAL HEALTH WORKFORCE 2022 REPORT
- NORTH SOUND BEHAVIORAL HEALTH NEEDS ASSESSMENT
- LEGISLATIVE UPDATE
- UPDATE ON HOMELESS OUTREACH STABILIZATION TEAM [HOST]
- CRISIS SERVICES UPDATE
- NEW NORTH SOUND BH-ASO STAFF PERSON: ASSISTED OUTPATIENT TREATMENT COORDINATOR
- END OF STATE COVID EMERGENCY ORDER

Adjourn: 3:04 p.m.

Next Meeting: February 9th, 2023



North Sound DREI Work Group Board of Director UPDATE

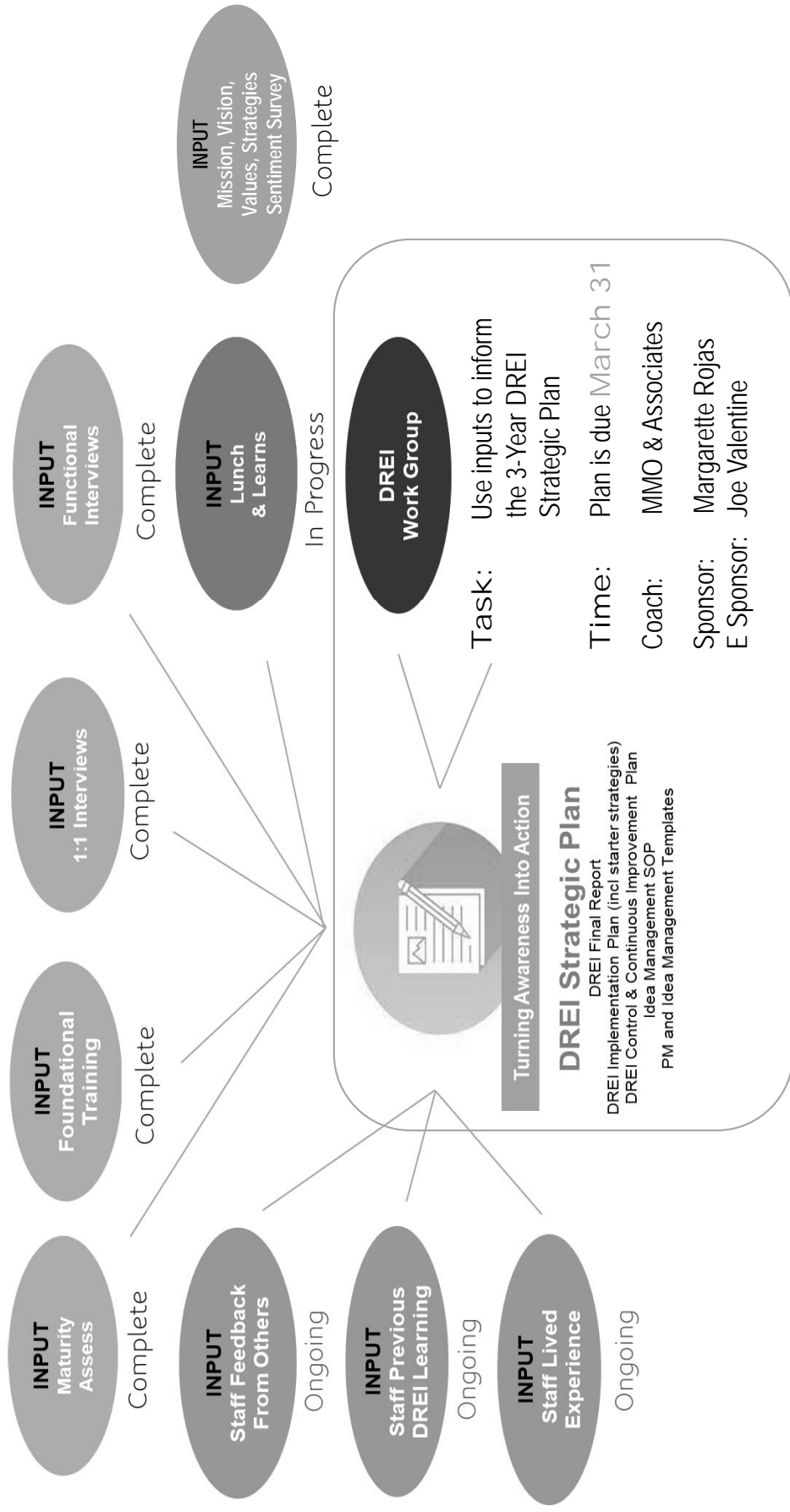
DREI STRATEGIC PLANNING

FEBRUARY 9, 2023

Michelle M. Osborne, J.D. & Associates, LLC

DREI PROJECT REPORT OUT

GOAL: DEVELOP AND SOCIALIZE A 3-YEAR DREI STRATEGIC PLAN FOR NORTH SOUND BY MARCH 31, 2023



DREI PROJECT REPORT OUT

GOAL: DEVELOP AND SOCIALIZE A 3-YEAR DREI STRATEGIC PLAN FOR NORTH SOUND BY MARCH 31, 2023

8 WORK GROUP MEMBERS

Responsible to:

- Use inputs to generate ideas
- Engage staff
- Evaluate ideas
- Draft DREI Plan
- Gain approval and socialize

IDEAS > GOALS > ACTION

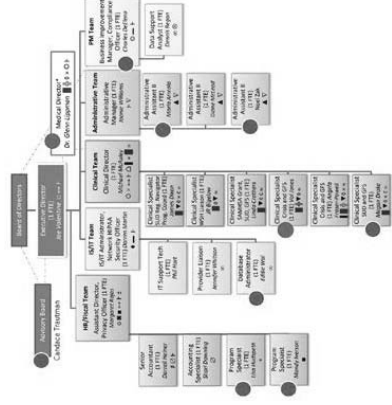
Using project management tools to ensure project is on time and task

- Established DREI Project Charter
- Created DREI *SWOT* at NS
- Assessed DREI *Project Risks*
- Identified DREI *Project Assumptions*
- Gained project Sponsor approval

Inspired by the "inputs" and guided by the Project Charter

- Generated 99 ideas
- Evaluated each idea on 3 criteria
 - High impact
 - Mission Critical
 - Likely to Succeed

- Gained feedback from sponsors and staff

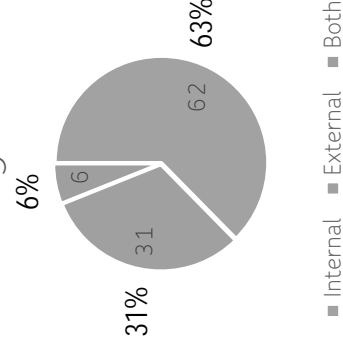


"INSIDE-OUT RULE"

Internal IDEAS 63%
Workforce and staff
Leadership and management
Operations (policies, process...)

External IDEAS 31%
Client outcomes and experience
Community outcomes and experience
Partner effectiveness and experience

Categories



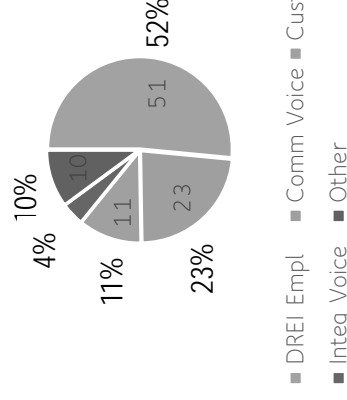
OPPORTUNITY AREAS

IDEA Buckets

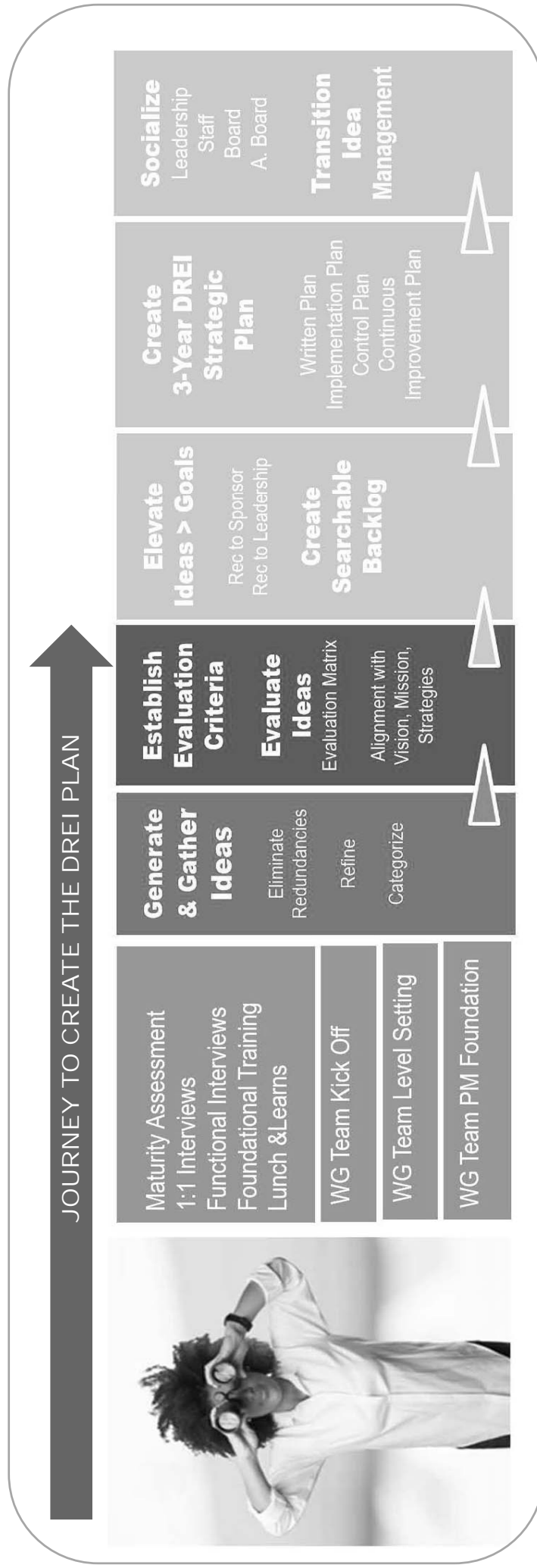
52% DEI in Employee Lifecycle
23% Community Voices
11% Improve Customer Experience (CX)*
4% Integrate Values
10% Other
0% Service Insights
0% ASO Innovation

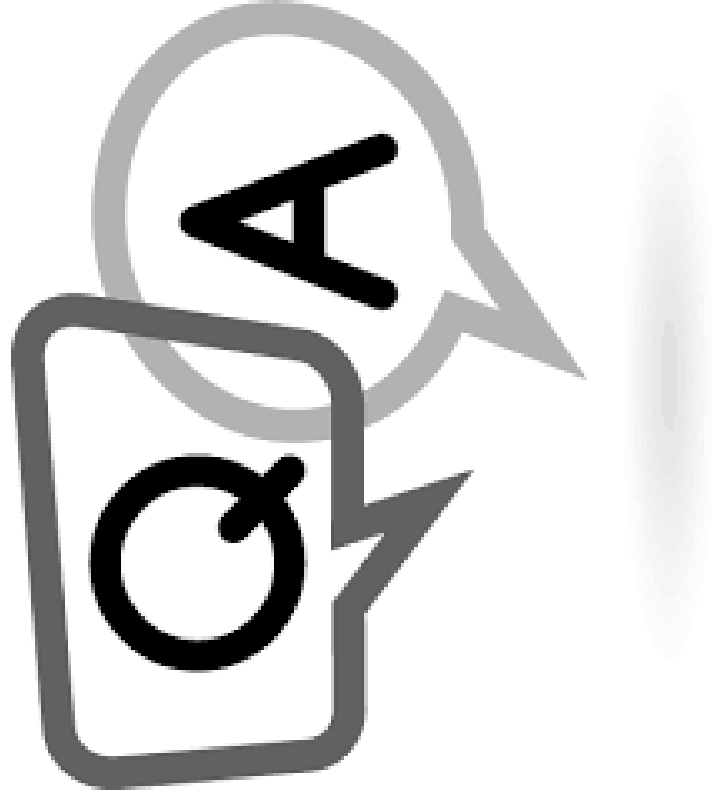


Buckets



GOAL: DEVELOP AND SOCIALIZE A 3-YEAR DREI STRATEGIC PLAN FOR NORTH SOUND BY MARCH 31, 2023





NORTH SOUND DREI JOURNEY 12 MONTH REPORT OUT

MATURITY ASSESSMENT SURVEY



Suggests that there is an opportunity to . .

- Increase shared understanding of DREI
- Increase ways to build in accountability
- Ensure DREI policies are in place
- Examine Worker Lifecycle for opportunities to improve representation and related DREI accountability
- Use effective DREI engagement (inside)
- Use effective DREI outreach (outside - A Board, Youth Advisory Committee, Tribal Health Conferences and more)

1:1 DREI STAFF INTERVIEWS



- Overall pleasure to work at NS
- Believe NS does important work
- Overall, a healthy work environment
- Eager to share personal histories related to racism and privilege (reasons to share vary)
- Desire to identify how to make services better (Efficient? Effective? Reach?)
- NS grappling with racism and how to handle
- Many lack full understanding of racism
- Spectrum of agreement that racism exists
- Some view DREI effort will go away
- Difficult to see how racism shows up at NS
- Concern that won't recognize racism
- Concerned (fear) that they could be chased from the organization because they are less relevant

FUNCTIONAL INTERVIEWS

Joe Valentine

Executive Director

Dr. Glenn Lippman

Medical Director

Michael McAuley

Clinical Director

Joanie Williams

Administrative Manager

Mandy Iverson

Program Specialist

Margaret Rojas

Assistant Director

Privacy Officer

Darren Martin

IS/IT Administrator,

Network HIPAA

Security Officer

Charles DeElena

Business

Improvement Manager

Compliance Officer



- How can antiracism can be incorporated into each team
- How can antiracism be a way of doing business
- How can DREI efforts help siloed / work-from-home teams
- How to handle funding uncertainty and its negative impact on the community and newer staff
- How DREI insights positively impact the transition to the 988 system as part of the crisis response landscape
- How to improve structural data collection to gain better insight into the "who" related to community work
- How DREI insights can help handle staff burn out



Advisory Board Brief

February 8, 2023

The Advisory Board met on February 7, and the following items were discussed:

— Advisory Board

- **Pre-Meeting: Island County Human Services staff presented on the Co-Responder services. The service accomplishments were shared and staff experiences working with law enforcement.**
- North Sound Youth and Family Coalition, Youth Tri-Lead gave a presentation on the Needs Assessment. The assessment outcome has highlighted recommendations for behavioral health clubs in high schools, addressing youth homelessness, behavioral health appointment prep cards and youth resources page.
- The draft certified peer counselor support surveys were presented. Members were encouraged to provide feedback.
- The DREI consultants and the DREI workgroup provided a workplan update. It was requested to bring a draft strategic plan in March.
- Pat Morris, consultant provided an update on the User Experience Workplan. Members provided feedback.
- The draft legislative priorities were reviewed. It was suggested to provide highlighted bills related to the priorities. A letter will be sent to the Board of Directors introducing the priorities. The legislative committee was formed. When the supporting document is finalized, appointments will be made with legislatures.

— Executive Director

- The Executive Director reported on
 - Legislative Update
 - Behavioral Health Services Coordinating Council
 - North Sound Behavioral Health Needs Assessment
 - Apple Health Redeterminations
 - Crisis Services Update
 - Modification to Interlocal Agreement to Allow Use of Hybrid Meetings

— Finance/Executive Committee

- The January Expenditures were passed and recommended to the Board of Directors for approval.

— Advisory Board Resignation and Membership

- Island County – 3 appointed/Target 2
 - Newly appointed Rose Dennis
 - 1 vacancy
- San Juan County – 3 vacancies/target 1
- Skagit County – 2 appointed/target 2
 - Deanna Randall-Secrest accepted reappointment
 - Newly appointed Jeannette Anderson
 - 2 vacancies
- Snohomish County – 4 appointed/target 7
 - Newly appointed Jana Robinson
 - 5 vacancies
- Whatcom County – 6 appointed/target 4
 - Newly appointed Hannah Ordos
 - No vacancies

North Sound Behavioral Health Administrative Services Organization February 9th, 2023, Board of Directors Financial Notes

HIGHLIGHTS

1. The Budget to Actuals Looks pretty good. Our state funds are showing a large positive variance partially due to the 7% rate increase. Most of the large positive expense variances are due to programs not running yet.
2. The Revenue and Expense statement is showing an income for the month. I finished the 12/31/22 R&E report for the State, that analysis shows that most of our State fund balance is tied to Proviso dollars, our available fund balance increased from \$4,863,981.65 to \$5,867,801.05 mostly due to using more block grant and moving some Proviso dollars over that we earned through deliverables. Our Minimum Reserve requirement is \$3,090,242.00.
3. The one thing to note is the Medicaid fund balance, I adjusted it to the R&E balance at 12/31/22. I would guess that at this point the Medicaid fund balance is a lot closer to running even but we had an extra crisis billing this month and are still waiting to receive a couple of missing payments.

NOTES

1. We are presenting the financial statements for January 2023 for the Behavioral Health Administrative Services Organization (ASO).
2. These monthly statements are prepared for the Board's use only. They provide a snapshot of expenses and revenue for a single calendar month compared with a hypothetical "year to date" projection. However, neither revenues nor expenditures occur on an equal 1/12 amount each month.
3. The North Sound BH-ASO adopts "calendar year" budgets, but the allocations from the state are done on a state fiscal year basis [with adjustments every 6 months]. The exceptions are Federal Block Grant Funds which are allocated for the entire fiscal year.
4. Revenues and expenses are managed independently within each of the major fund categories: Medicaid, State General Fund, Mental Health Block Grant, Substance Abuse Block Grant, and SAMHSA [a direct grant we receive from the federal government for our rural Medication Assistance Treatment program].

5. Within 'State General Funds', allocations are further subdivided between general state funds, and the multiple "Proviso" funds allocated for specific services.

6. We have added two new lines at the bottom of the "Revenue and Expense" tab which shows the beginning and ending fund balance within each fund category for the state fiscal year. I also added some additional lines at the bottom to show the Net Income from Operations before the transfer of funds to the BHO.

7. The Budget to Actuals statement includes notes on areas where there is a variance between the hypothetical year to date budget and actual revenues and expenditures. I also added additional lines at the bottom to show the transfer of funds separate from the normal operations.

NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION
PRELIMINARY REVENUE and EXPENSE STATEMENT for JANUARY 2023*
BUDGET TO ACTUALS

<u>REVENUES</u>	2023	YTD	YTD	Variance
	Budget	2023	2023	Favorable
		Budget	Actual	(Unfavorable)
Intergovernmental Revenues				
HRSA	\$ 333,333	27,778	0	(27,778)
MHBG	2,458,494	204,875	281,292	76,418
SABG	4,679,433	389,953	636,261	246,308
State Funds	27,132,680	2,261,057	2,744,023	482,967
Medicaid (MCO)	8,751,820	729,318	680,912	(48,406)
Total Intergovernmental Revenues	43,355,760	3,612,980	4,342,489	729,509
Misc. Revenue **	0	0	0	-
Interest Revenue	10,000	833	10,674	9,840
TOTAL REVENUES	\$ 43,365,760	\$ 3,613,813	\$ 4,353,162	\$ 739,349

<u>EXPENDITURES</u>					
Inpatient Treatment	\$ 1,550,000	129,167	\$ (61,382)	190,549	Received a
ITA Judicial	2,700,000	225,000	255,040	(30,040)	
Crisis Services	13,107,246	1,092,270	1,401,395	(309,124)	An extra p
Crisis Teams - Children & Youth	2,034,097	169,508	0	169,508	
Co-Responder	972,456	81,038	44,064	36,974	
MH Crisis Stabilization	1,950,000	162,500	0	162,500	
E&T Services	1,340,000	111,667	147,743	(36,076)	
E&T Discharge Planner	107,294	8,941	20,914	(11,973)	
Jail Services	367,536	30,628	25,322	5,306	
PACT Services	1,032,564	86,047	103,077	(17,030)	
Assisted Outpatient Treatment	236,844	19,737	0	19,737	
Trueblood	223,944	18,662	61,776	(43,114)	
BH Enhancement Funds	779,188	64,932	29,934	34,998	
HOST	1,205,100	100,425	96,043	4,383	
Peer Bridger	240,000	20,000	23,013	(3,013)	
MHBG Expenditures ***	511,644	42,637	43,737	(1,100)	
HARPS Housing	616,440	51,370	160,098	(108,728)	
DOC Housing	1,366,830	113,903	204,831	(90,929)	
DMA County Contracts	581,292	48,441	30,224	18,217	
Recovery Navigator	2,541,340	211,778	219,420	(7,641)	
Opiate Dependency Outreach	816,632	68,053	38,416	29,637	
PPW Housing Support Services	492,038	41,003	64,902	(23,899)	
SABG Expenditures ****	1,616,767	134,731	140,529	(5,799)	
Withdrawal Management	1,358,000	113,167	102,616	10,551	
HRSA	301,416	25,118	41,487	(16,369)	
Juvenile Drug Court	139,800	11,650	33,570	(21,920)	
Other MH Services *****	513,008	42,751	67,579	(24,829)	Increased
Other SUD Services	238,017	19,835	11,911	7,924	
Advisory Board	19,996	1,666	153	1,514	

NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION
PRELIMINARY REVENUE and EXPENSE STATEMENT for JANUARY 2022*

<u>REVENUES</u>	YTD 2022 Totals	YTD 2022 Medicaid	YTD 2022 State	YTD 2022 MHBG	YTD 2022 SABG	YTD 2022 HRSA
Intergovernmental Revenues						
HRSA	0					-
MHBG	281,292			281,292		
SABG	636,261				636,261	
State Funds	2,744,023		2,744,023			
Medicaid (MCO)	680,912	680,912				
Total Intergovernmental Revenues	4,342,489	680,912	2,744,023	281,292	636,261	0
Misc. Revenue **	0		0			
Interest Revenue	10,674		10,674			
TOTAL REVENUES	\$ 4,353,162	\$ 680,912	\$ 2,754,697	\$ 281,292	\$ 636,261	\$ -
<u>EXPENDITURES</u>						
Inpatient Treatment	\$ (61,382)		\$ (61,382)			
ITA Judicial	255,040		255,040			
Crisis Services	1,401,395	743,678	510,702		147,015	
Crisis Teams - Children & Youth	0		0			
Co-Responder	44,064			44,064		
MH Crisis Stabilization	0		0			
E&T Services	147,743		147,743			
E&T Discharge Planner	20,914		20,914			
Jail Services	25,322		25,322			
PACT Services	103,077		103,077			
Assisted Outpatient Treatment	0		0			
Trueblood	61,776		61,776			
BH Enhancement Funds	29,934		29,934			
HOST	96,043		96,043			
Peer Bridger	23,013			23,013		
MHBG Expenditures ***	43,737			43,737		
HARPS Housing	160,098		160,098			
DOC Housing	204,831		204,831			
DMA County Contracts	30,224		30,224			
Recovery Navigator	219,420		219,420			
Opiate Dependency Outreach	38,416				38,416	
PPW Housing Support Services	64,902				64,902	
SABG Expenditures ****	140,529				140,529	
Withdrawal Management	102,616		41,480		61,136	
HRSA	41,487					41,487
Juvenile Drug Court	33,570		33,570			
Other MH Services *****	67,579		67,579			
Other SUD Services	11,911		11,911			
Advisory Board	153		153			
Subtotal - Services	3,306,413	743,678	1,958,436	110,814	451,998	41,487
Administration	480,555	108,086	366,439			6,030
TOTAL EXPENDITURES	\$ 3,786,968	\$ 851,764	\$ 2,324,875	\$ 110,814	\$ 451,998	\$ 47,517



BURI FUNSTON MUMFORD FURLONG

ATTORNEYS AT LAW

PHILIP BURI
PHILIP@BURIFUNSTON.COM

February 8, 2023

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Mr. Eric Richey
Whatcom County Prosecuting Attorney
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Snohomish County Prosecuting Attorney
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Everett, Washington 98201

Ms. Amy Vira
San Juan County Prosecuting Attorney
P.O. Box 760
Friday Harbor, Washington 98250

Mr. Greg Banks
Island County Prosecuting Attorney
P.O. Box 5000
Coupeville, Washington 98239

RE: Amendment to Interlocal Agreement

Dear Prosecuting Attorneys:

I represent North Sound Behavioral Health Administrative Services Organization, LLC (NSBH-ASO), formed by your five Counties under the Interlocal Corporation Act to provide administrative support services for behavioral health programs. This letter is a request for your review and recommended approval of an amendment to Interlocal Operating Agreement that governs NSBH-ASO.

The purpose of the amendment is to allow members of the NSBH-ASO board, appointed by the Counties, to appear, participate, and vote electronically in board meetings. Under the recent amendments to the Washington Open Meetings Act, public agencies may use remote access tools to both streamline agency operations and encourage public participation. But a provision in the NSBH-ASO Operating Agreement, enacted a decade before video conferences and remote access, requires board members to attend meetings and cast votes in person. I have enclosed a copy of the Operating Agreement with paragraph 7.7 highlighted.

The proposed amendment would remove this requirement and allow members to attend and vote either in person or by remote access technology. I have enclosed a copy of the proposed Amendment for your review. As before, no member can vote by proxy or in

secret. The public will still have unrestricted access to what board members say and how they voted.

I appreciate your immediate attention to this Amendment and am happy to answer any questions.

Sincerely,

BURI FUNSTON MUMFORD & FURLONG, PLLC

A handwritten signature in black ink, appearing to read 'PB', with a long horizontal line extending to the right.

Philip Buri
Attorney NSBH-ASO

enclosures

**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

Effective

as of

January 1, 2019

**RESTATED JOINT COUNTY AUTHORITY BH-ASO INTERLOCAL OPERATING
AGREEMENT
OF
NORTH SOUND 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, 2019, 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, the County Authorities, as defined below and as provided for in RCW 71.24.025 (12), 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, consistent with the State of Washington’s legislative policy as set forth in RCW 71.24.015.
- B. This limited liability company has been carrying out the January 2016 Agreement by contracting with the State of Washington 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 (MCOs) and, for certain services, directly through Behavioral Health Administrative Services Organizations (BH-ASOs) both of which will integrate physical health, mental health, and substance use disorder services regionally. Under the new system, once the MCOs require NS BHO-ASO to assume solely ASO duties, Behavioral Health Organizations (BHOs), including NS BH-ASO, will cease to provide behavioral health services under the previous model. Until such time, this NS BHO-ASO will continue to operate as a BHO.
- D. The managed care program will begin operation at a time established by HCA, currently planned for July 1, 2019 but subject to change at HCA’s discretion. The program relies on NS BH-ASO to continue providing regional coordination, management and services that are the responsibility of the five County Authorities, and to continue coordinating the services funded by MCOs with services for which the County Authorities directly contract. NS BH-ASO will continue to be a necessary component to meet the intended goal of providing integrated managed care.

Programs that are not part of the managed care program but nonetheless require that services be provided and administered through a BH-ASO may contract with NS BH-ASO following execution and filing of this Restated Agreement effective January 1, 2019, or at a later date determined by the Board of Directors.

- E. To meet its duties prior to the date the MCOs require BH-ASO services and to meet the needs of organizations requiring a contractual relationship with a BH-ASO, NS BHO-ASO will operate both as a BHO and BH-ASO until its service are no longer needed as BHO and it assumes only those duties as a BH-ASO.
- F. 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 Restated 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.

This Agreement 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.

- F. RCW 39.34.030 expressly authorizes local government, such as the County Authorities, to form limited liability companies to carry out their joint activities.
- 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.
- H. In adopting this Restated Agreement, in addition to adopting the Certificate of Amendment, 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 BH-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 BH-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 BH-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 BH-ASO must be a public agency as provided for in RCW 39.34.030(3)(b).

1.9 “**County Authority’s Interest**” means all of a County Authority’s share in the BH-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 BH-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.

1.11 “**LLC**” means limited liability company.

1.12 “**LLC Act**” means the Washington Limited Liability Act, chapter 25.15 RCW as amended.

1.13 **"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.

1.15 **"Board of Directors (BOD)"** means the governing body of the BH-ASO as further specified in Article 5 of the Agreement. On behalf of the County Authorities, the Board of Directors shall govern the BH-ASO. The Board of Directors 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

1.16 **"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.

1.17 **"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.

1.18 **"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 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 BH-ASO and the BH-ASO's business.

1.19 **"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 BH-ASO that would present a conflict of interest.

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

1.23 **"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 BH-ASO AS AN LLC

2.1 **Formation.** The BH-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 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 BH-ASO as an LLC under the LLC Act.

2.2 **Name.** The name of the BH-ASO is North Sound Behavioral Health – Administrative Services Organization, LLC.

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

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

<u>Name</u>	<u>Address</u>
Salish Corporate Services LLC	1601 F Street, Bellingham, WA 98225
Attn: Bradford E. Furlong	

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

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

ARTICLE 3 – AUTHORITY, BUSINESS AND PURPOSE OF BH-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 Restated Agreement is a joint operating agreement among the County Authorities to initially operate both as a regional support network and 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 (“Community Mental Health Services Act”), effective April 1, 2016, the BHO, and through the BO, the County Authorities jointly, undertook the responsibilities of a behavioral health organization and a behavioral health administrative services organization and thereafter exclusively to operate as a regional Behavioral Health – Administrative Services Organization except to the extent necessary to wind up its affairs as a BHO. The LLC shall commence operations exclusively as a Behavioral Health – Administrative Services Organization effective upon approval by the Board of Directors and in compliance with the requirements of Washington law described herein and as they may hereafter be amended to provide direction for the provision of behavioral health services and treatment components.

Having operated under approval of the Secretary of DSHS to contract for the provision of behavioral health services, regional Behavioral Health – Administrative Services Organizations will operate upon approval by the HCA and undertake to contract for the provision of 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 mutual goal of the County Authorities, in entering into this Restated Agreement, is to work together to provide mental health and behavioral health services to the citizens of each of the County Authorities in an efficient and stream-lined manner, and to work cooperatively with all five MCO’s.

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 BH-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 Community Mental Health Services Act, the LLC Act, and the Interlocal Cooperation Act to form this BH-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.

As of April 1, 2016 this Agreement served as a joint operating agreement, as provided for in RCW 71.24.100 and 71.24.110, for a behavioral health organization 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 or other date established by HCA and upon approval of the Board of Directors, 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 to the extent there are funds available from the BH – ASO fund account (currently identified in Skagit County’s financial management system as RSN-1011110) upon appropriate authorization by the BH-ASO and upon audit by the appropriate auditing officer of Skagit County;
- (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 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 BH-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, or such other date established by HCA and approved by the Board of Directors;

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

3.2.5 To exercise all other powers necessary to or reasonably connected with the BH-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 BH-ASO. A Tribal Authority may become a Tribal Member by executing an agreement in form approved by the Board of Directors. A Tribal Member may appoint one (1) non-voting, *ex officio* representative to the Board of Directors.

ARTICLE 5 -- MANAGEMENT

5.1 Management. The services, business and affairs of the BH-ASO shall be managed by the County Authorities acting through the County Authorities Board of Directors ("Board of Directors"). The Board of Directors in turn shall work with and delegate to the NS BH-ASO Administrator the administration, services, business and affairs of the BH-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 Board of Directors meeting. Each representative serving on the Board of Directors shall devote to the BH-ASO and apply to the accomplishment of the BH-ASO's purposes so much of his or her time and attention as is reasonably necessary to manage the services and business of the BH-ASO. Each Board 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 NS BH-ASO Administrator. The County Authorities recognize that from time to time Board of Directors representatives may not be able to attend Board of Directors meetings. Each County Authority, in addition to appointing Board of Directors representatives may also appoint delegates that may attend Board of Directors meetings on behalf of the County Authority and in lieu of the Board of Directors representative, provided the other County Authorities and the NS BH-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 NS BH-ASO Administrator written notice of the following, together with contact information, including email

addresses: 1) Board 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 Board of Directors shall have full, complete and exclusive authority, power and discretion to manage and control the services provided by the BH-ASO and the services, business, affairs and property of the BH-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 BH-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 Board of Directors.

5.2 Decision-Making. The BH-ASO shall make decisions, take actions and incur obligations as determined by the County Authorities acting through the Board of Directors. The 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 Board of Directors' actions, the 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 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 BH-ASO as defined in chapter 71.24 RCW, subject to available funds and to the purpose and goals of the BH-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 Title 71 RCW and the 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, or later at the discretion of the Board of Directors. In doing so, the Board of Directors shall hire, give authority to, evaluate, give direction to and terminate the BH-ASO's administrator and employees (collectively "NS BH-ASO Administrator") who shall administer the BH-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 BH-ASO Administrator, and all of its employees and administrators, shall be employees of the BH-ASO and not of individual County Authorities.

The NS BH-ASO Administrator, under the direction of the Board of Directors, shall have the power and authority to:

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

5.3.6 Spend the capital and revenues of the BH-ASO in the furtherance of the business of the BH-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 BH-ASO;

5.3.8 Purchase such liability, casualty, property and other insurance as the Board of Directors, in its sole discretion, deems advisable to protect the BH-ASO's assets against loss or claims of any nature; *provided*, however, the Board of Directors shall not be liable to the BH-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 BH-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 NS BH-ASO Administrator shall provide notice to the County Authorities of any need for Capital Contributions to the BH-ASO and as required to fulfill the BH-ASO's obligations and contractual

requirements. Upon unanimous vote of the Board of Directors, each County Authority shall make Capital Contributions to the BH-ASO as requested by the NS BH-ASO Administrator and directed by the Board of Directors; *provided*, that such Capital Contributions shall be in proportion to the County Authority's share of Units. In addition, the NS BH-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 BH-ASO's property, assignments, bills of sale, leases, management agreements, agreements and any other instruments, agreements or documents necessary, in the opinion of the Board of Directors, to the business, and the services, of the BH-ASO;

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

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

5.3.15 Undertake any and all actions and activities authorized by chapter 70.24 RCW and Title 71 RCW, 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 BH-ASO's business and services provided.

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

5.4 Advisory Board. 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 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 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. Two of the representatives of the Advisory Board will sit as ex-officio, non-voting representatives on the Board of Directors. The Advisory Board shall consist of the following twenty-six representatives representing and apportioned to each County Authority as follows:

County Authorities

Island
San Juan
Skagit
Snohomish
Whatcom

Representatives

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 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 BH-ASO will not pay the County Authorities or the representatives of the 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 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 BH-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 BH-ASO; provided that such act or omission did not constitute fraud, intentional misconduct, or gross negligence. The BH-ASO shall defend, indemnify and hold harmless the 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 BH-ASO or in furtherance of the BH-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 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 BH-ASO. Any indemnification required to be made by the BH-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 BH-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 BH-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 BH-

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 Board of Directors. Any person dealing with the BH-ASO may rely (without duty of further inquiry) upon a certificate signed by the Chairperson or Secretary of the Board of Directors as to the identity and authority of the Board of Directors to act on behalf of the BH-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 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 BH-ASO contracts; (iii) develop local crisis response systems; (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 BH-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 BH-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 Community Mental Health Services Act is hereafter amended to authorize Community Mental Health Services Action 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 Community Mental Health Services Act, as so amended. Any repeal or modification of this Section of the LLC Act or the Community Mental Health Services Act shall not adversely affect any right or protection of a County Authority of the BH-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 BH-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 BH-ASO or in furtherance of the BH-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 BH-ASO. Any indemnification required to be made by the BH-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 BH-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 BH-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 BH-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 BH-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 NS BH-ASO Administrator with written notice of withdrawal at least three hundred sixty-five (365) days prior to the expiration of the BH-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 BH-ASO or held by the BH-ASO whether prior to the date of the notice or between the date of notice and the date of withdrawal.

ARTICLE 7 -- MEETINGS OF BOARD OF DIRECTORS

7.1 Meetings. All meetings of the Board of Directors will be held in full compliance with the Washington Open Public Meetings Act, chapter 42.30 RCW. The Board of Directors shall establish a regular business meeting time in compliance with RCW 42.30.070. Special meetings of the Board of Directors, as authorized by RCW 42.30.080, may be called by (i) the presiding officer of the Board of Directors; or by (ii) a majority of the representatives of the 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 BH-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 Board of Directors or the Board of Directors representatives calling the meeting, to each representative of the 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 Board of Directors shall be posted on the BH-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 Board of Directors representatives entitled to notice of or to vote at any meeting of the 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 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 Board of Directors shall consist of five 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 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 Board of Directors, the affirmative vote of representatives from the Board of Directors holding more than fifty percent (50%) of the Units represented at the meeting shall be the act of the 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 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 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 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 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 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 Board of Directors as necessary to meet the expenses of the BH-ASO. All such Capital Contributions, if any, shall be made prorata, based on each County Authority's respective Percentage Interest.

The 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 BH-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 BH-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 BH-ASO. Each County Authority's Capital Account will be increased by (1) the amount of money contributed by such County Authority to the BH-ASO; and (2) the fair market value of property contributed by such

County Authority to the BH-ASO (net of liabilities secured by such contributed property that the BH-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 BH-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 BH-ASO's books and records shall be kept, and its financial statements prepared, under such permissible methods of accounting, consistently applied, as the Board of Directors determines is in the best interest of the BH-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 BH-ASO's programs and services, including if and to the extent necessary, to allow the organization to separately account for funds related to its services as a BHO and as a BH-ASO..

9.2 Budget. The NS BH-ASO Administrator shall prepare, and the 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 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 BH-ASO from all sources shall be maintained as a separate fund in the Skagit County Treasury or other County Treasury as designated by the BH-ASO's Board of Directors. Such funds shall be designated as the Operating Fund of the BH-ASO per RCW 39.34.030(4)(b) in the Skagit County Treasury or other County Treasury as determined by the Board 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 BH-ASO's funds shall accrue to the benefit of the BH-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 BH-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 BH-ASO, the NS BH-ASO Administrator shall maintain records and accounts of all operations and expenditures of the BH-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 BH-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 Board 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 BH-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 BH-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 BH-ASO, the BH-ASO shall adopt a public records policy in compliance with the PRA to respond to public records requests received by the BH-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 BH-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

BH-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 BH-ASO and the other County Authorities for the specific record. Upon receipt of a forwarded request, each County Authority and the BH-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 BH-ASO pursuant to RCW 42.56.520, shall be based on the date the request is received by the BH-ASO.

Conversely, if the BH-ASO receives a request for a County Authority-related record that the BHO or BH-ASO has used, but does not possess, the BH-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 BH-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 BH-ASO as security for a loan or other obligation.

ARTICLE 11 -- DISSOLUTION AND TERMINATION

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

11.2 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, or solely respect to funds, rights and obligations related to the LLC's operations as a BHO, the Board of Directors shall immediately proceed to wind up the affairs of the BH-ASO as a BHO or for the LLC, as the case may be. The Board of Directors shall sell or otherwise liquidate portions (related to operations as BHO) all of the BH-ASO's assets as promptly as practicable (except to the extent the 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 BH-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 BH-ASO;

11.2.2 To establish any reserves that the Board of Directors deems reasonably necessary for contingent or unforeseen obligations of the BH-ASO and, at the expiration of such period as the 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 Board of Directors shall comply with any applicable requirements of applicable law pertaining to the winding up of affairs of the BH-ASO and the final distribution of its assets. Upon completion of the winding up, liquidation and distribution of the assets, the BH-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 Board of Directors shall file a certificate of cancellation. Upon filing the certificate of cancellation, the existence of the BH-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 BH-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 BH-ASO is insufficient to return the contributions to the County Authorities, no County Authority shall have recourse against any other County Authority, the BH-ASO or NS BH-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 BH-ASO, to the address specified in Section 2.3 of this Agreement; and (c) if to the NS BH-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 BH-ASO or the NS BH-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 Board of Directors representatives and the NS BH-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 BH-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 BH-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.

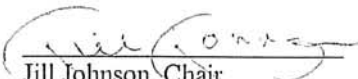
12.14 In adopting this Agreement, in addition to adopting the Articles, the County Authorities hereby also adopt, and agree to, the Recitals and the facts set forth herein.

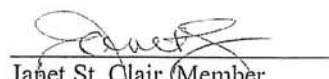
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SIGNATURES FOLLOW.]


COUNTY AUTHORITIES:

ISLAND COUNTY

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON


Jill Johnson, Chair


Janet St. Clair, Member

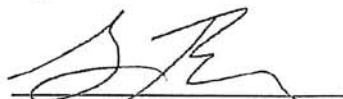

Helen Price Johnson, Member



Attest:

Doris Thompson
Clerk of the Board

Approved as to form:


Gregory Banks, Prosecuting Attorney

SAN JUAN COUNTY

ATTEST: Clerk of the Council

By: Ingrid Gabriel 02.19.2019
Ingrid Gabriel, Clerk Date

COUNTY COUNCIL
SAN JUAN COUNTY, WASHINGTON

Bill Watson
Bill Watson, Chair
District 1

REVIEWED BY COUNTY MANAGER

By: Michael J. Thomas 1/14/19
Michael J. Thomas Date

Jamie Stephens
Jamie Stephens, Vice-Chair
District 3

RANDALL K. GAYLORD
APPROVED AS TO FORM ONLY

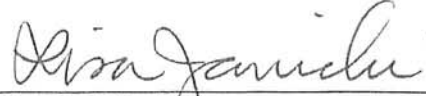
Rick Hughes
Rick Hughes, Member
District 2

RK Gaylord 12/20/18

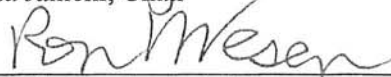
SKAGIT COUNTY

Approved 1-22-2019

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Lisa Janicki, Chair

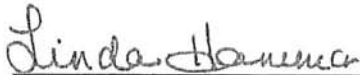


Ron Wesen, Commissioner



Kenneth A. Dahlstedt, Commissioner

Attest:



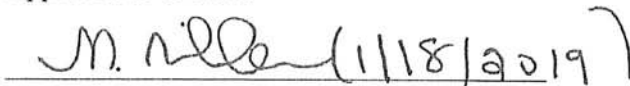
Clerk of the Board

Recommended:



Department Head

Approved as to form:



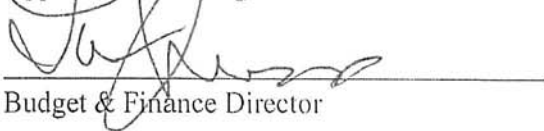
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

SNOHOMISH COUNTY

By: [Signature] 3/18/19
Snohomish County Executive

Approved as to form:

By: _____
Deputy Prosecuting Attorney

COUNCIL USE ONLY	
Approved:	3.13.19
Docfile:	D-3

WHATCOM COUNTY

DEPARTMENT APPROVAL

Anne Deacon
Anne Deacon, Human Services Manager

12/18/18
Date

Regina Delahunt
Regina Delahunt, Director

12/18/18
Date

WHATCOM COUNTY

JACK LOUWS
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this 16th day of January, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Mildner
NOTARY PUBLIC in and for the State of Washington,
Residing at Bellingham.

My Commission expires: 12-31-22

APPROVED AS TO FORM

Royce Buckingham 12-19-18
Royce Buckingham, 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%

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

THIS AMENDMENT to the January 1, 2019 Restated Joint County Authority BH-ASO Operating Agreement (“Amendment”) is made and entered into effective _____, 2023 by and among the following County Authorities: Island County, San Juan County, Skagit County, Snohomish County, and Whatcom County (collectively “County Authorities”).

RECITALS

- A. Article VII, paragraph 7.7 of the January 1, 2019 Restated Joint County Authority BH-ASO Interlocal Operating Agreement (“Operating Agreement”) states that “at all meetings of the Board of Directors a representative may only vote in person in a session of the meeting open to the public.”
- B. The Washington Open Public Meetings Act as amended June 9, 2022 encourages public agencies to make use of remote access tools as fully as practicable to encourage public engagement and better serve their communities.
- C. During the suspension of in-person meetings under the Governor’s Emergency Proclamation 20-28, the Board of Directors used computer and internet technology to hold effective remote public meetings.
- D. The Board of Directors believes that hybrid meetings involving both in-person and remote attendance will allow Board members, staff, and the public to participate in the governance of the BH-ASO more fully.

AMENDMENT

NOW THEREFORE, the County Authorities amend Article VII, paragraph 7.7 of the Operating Agreement to read as follows:

7.7. No Proxies. At all meetings of the Board of Directors a representative may attend and vote in person or by remote access technology 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 the County Authority’s Board of Directors representative.

Island County, Member

Date: _____

San Juan County, Member

Date: _____

Skagit County, Member

Date: _____

Snohomish County, Member

Date: _____

Whatcom County, Member

Date: _____

North Sound BH-ASO

2021 E College Way, Suite 101 / Mount Vernon, WA 98273-2858 / (360) 416-7013 / Fax (360) 416-7017

We the audit committee reviewed the claims paid from January 1, 2023, to January 31, 2023 in the amount of \$4,837,340.84. Payroll for the month of January in the amount of \$185,789.97 and associated employer paid benefits in the amount of \$81,241.39.

Name	Date
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Name	Date
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Name	Date
------	------

NORTH SOUND BH-ASO

Warrants Paid

January 2023

Type	Date	Num	Name	Amount
Bill Pmt -Check	01/06/2023	556810	A-1 Mobile Lock & Key	-5,537.92
Bill Pmt -Check	01/06/2023	556828	Buri Funston Mumford Furlong	-357.50
Bill Pmt -Check	01/06/2023	556830	Catholic Community Services	-8,899.27
Bill Pmt -Check	01/06/2023	556834	Collective Medical Technologies	-2,720.00
Bill Pmt -Check	01/06/2023	556838	Compass Health	-928,319.94
Bill Pmt -Check	01/06/2023	556979	Culligan NW	-13.97
Bill Pmt -Check	01/06/2023	556852	Evergreen Recovery	-129,126.93
Bill Pmt -Check	01/06/2023	556821	Fairfax Hospital	-102,489.17
Bill Pmt -Check	01/06/2023	556854	Firstline Communications (All P	-57.12
Bill Pmt -Check	01/06/2023	556873	Foster, Katherine	-645.00
Bill Pmt -Check	01/06/2023	556932	Haggen/Safeway	-15.48
Bill Pmt -Check	01/06/2023	556881	Lake Whatcom Center	-74,192.26
Bill Pmt -Check	01/06/2023	556884	Lifeline Connections	-108,478.51
Bill Pmt -Check	01/06/2023	556915	Morris Consulting	-775.00
Bill Pmt -Check	01/06/2023	556904	NSBHO-FSA	-15,000.00
Bill Pmt -Check	01/06/2023	556906	NW ESD 189	-8,704.51
Bill Pmt -Check	01/06/2023	556912	Office Depot	-72.78
Bill Pmt -Check	01/06/2023	556892	Osborne, Michelle, JD Associat	-7,000.00
Bill Pmt -Check	01/06/2023	556920	Pioneer Center	-117,220.20
Bill Pmt -Check	01/06/2023	556923	Providence-Everett	-13,569.80
Bill Pmt -Check	01/06/2023	556930	S Magill Consulting Inc	-700.00
Bill Pmt -Check	01/06/2023	556934	San Juan County Health & Com	-8,951.77
Bill Pmt -Check	01/06/2023	556935	Sea Mar	-15,910.99
Bill Pmt -Check	01/06/2023	556943	Skagit County Public Health	-17,503.91
Bill Pmt -Check	01/06/2023	556948	Snohomish Co Human Services	-142,833.46
Bill Pmt -Check	01/06/2023	556949	SRS Property Management	-11,280.56
Bill Pmt -Check	01/06/2023	556919	St Joseph Medical Center, Peac	-2,087.35
Bill Pmt -Check	01/06/2023	556955	Telecare Corporation	-26,298.55
Bill Pmt -Check	01/06/2023	556958	Tulalip Tribes	-5,243.87
Bill Pmt -Check	01/06/2023	556963	US Bank	-963.12
Bill Pmt -Check	01/06/2023	556950	WA State Auditors Office	-835.92
Bill Pmt -Check	01/06/2023	556812	Wellfound Behavioral Health Ho	-4,231.44
Bill Pmt -Check	01/06/2023	556980	Whatcom Co Superior Court	-38,624.00
Bill Pmt -Check	01/06/2023	556981	Whatcom County Health Depart	-29,832.45
Bill Pmt -Check	01/13/2023	557364	Board of Regents-Univ of Reno	-150.00
Bill Pmt -Check	01/13/2023	557368	Brigid Collins	-10,257.59
Bill Pmt -Check	01/13/2023	557396	Compass Health	-160.50
Bill Pmt -Check	01/13/2023	557545	Morris Consulting	-1,100.00
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Bill Pmt -Check	01/13/2023	557554	Pitney Bowes Leasing	-572.59
Bill Pmt -Check	01/13/2023	557558	Providence-Everett	-4,749.43

NORTH SOUND BH-ASO

Warrants Paid

January 2023

Bill Pmt -Check	01/13/2023	557605	Snohomish Co Human Services	-448,661.54
Bill Pmt -Check	01/13/2023	557604	Snohomish Co Prosecutor	-37,188.46
Bill Pmt -Check	01/13/2023	557638	Volunteers of America	-216,139.38
Bill Pmt -Check	01/13/2023	557646	WA State Patrol	-11.00
Bill Pmt -Check	01/20/2023	557679	Access	-1,210.84
Bill Pmt -Check	01/20/2023	557690	AT&T	-81.48
Bill Pmt -Check	01/20/2023	557706	Buri Funston Mumford Furlong	-453.75
Bill Pmt -Check	01/20/2023	557712	Catholic Community Services	-40,167.32
Bill Pmt -Check	01/20/2023	557733	Comcast	-747.40
Bill Pmt -Check	01/20/2023	557734	Commercial Alarm and Detectio	-106.08
Bill Pmt -Check	01/20/2023	557767	Evergreen Recovery	-130,435.60
Bill Pmt -Check	01/20/2023	557773	Firstline Communications (All Pl	-1,170.17
Bill Pmt -Check	01/20/2023	557838	Lifeline Connections	-126,697.54
Bill Pmt -Check	01/20/2023	557781	Lippman, Glenn	-2,275.00
Bill Pmt -Check	01/20/2023	557986	Maharaj-Lewis, Starleen	-255.00
Bill Pmt -Check	01/20/2023	557864	Mount Baker Presbyterian Churc	-2,501.20
Bill Pmt -Check	01/20/2023	557886	Office Depot	-15.77
Bill Pmt -Check	01/20/2023	557901	Pioneer Center	-25,591.71
Bill Pmt -Check	01/20/2023	557905	Providence-Everett	-4,749.43
Bill Pmt -Check	01/20/2023	557929	San Juan County Health & Com	-5,190.22
Bill Pmt -Check	01/20/2023	557946	SHI	-8,638.51
Bill Pmt -Check	01/20/2023	557969	Skagit County Public Health	-7,620.10
Bill Pmt -Check	01/20/2023	558028	Smokey Point Behavioral Hospit	-11,989.08
Bill Pmt -Check	01/20/2023	557980	Snohomish Co Juvenile	-9,571.13
Bill Pmt -Check	01/20/2023	557983	Spokane County BHO	-1,450.00
Bill Pmt -Check	01/20/2023	557984	SRS Property Management	-11,280.56
Bill Pmt -Check	01/20/2023	557993	T-Mobil	-3,270.14
Bill Pmt -Check	01/20/2023	558006	Therapeutic Health Services	-6,162.84
Bill Pmt -Check	01/20/2023	558027	Verizon	-2,758.66
Bill Pmt -Check	01/27/2023	558128	Brigid Collins	-10,696.46
Bill Pmt -Check	01/27/2023	558147	City of Mt Vernon	-24,994.44
Bill Pmt -Check	01/27/2023	558153	Community Action of Skagit Co	-111,446.11
Bill Pmt -Check	01/27/2023	558154	Compass Health	-831,899.48
Bill Pmt -Check	01/27/2023	558155	Consejo Counseling	-2,632.03
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Bill Pmt -Check	01/27/2023	558187	Express Employment	-484.66
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Bill Pmt -Check	01/27/2023	558308	Hart, Phillip-reimb	-32.57
Bill Pmt -Check	01/27/2023	558248	Lake Whatcom Center	-17,215.92
Bill Pmt -Check	01/27/2023	558260	Lifeline Connections	-97,674.83
Bill Pmt -Check	01/27/2023	558293	NW ESD 189	-8,729.88

NORTH SOUND BH-ASO

Warrants Paid

January 2023

Bill Pmt -Check	01/27/2023	558300	Office Depot	-68.46
Bill Pmt -Check	01/27/2023	558279	Osborne, Michelle, JD Associat	-7,000.00
Bill Pmt -Check	01/27/2023	558309	Pioneer Center	-93,491.73
Bill Pmt -Check	01/27/2023	558315	Providence-St Peter	-3,154.98
Bill Pmt -Check	01/27/2023	558322	Rhema Electric LLC	-948.49
Bill Pmt -Check	01/27/2023	558336	Sea Mar	-29,109.02
Bill Pmt -Check	01/27/2023	558346	Skagit County Clerk	-91,382.53
Bill Pmt -Check	01/27/2023	558348	Skagit County Public Health	-28,471.64
Bill Pmt -Check	01/27/2023	558358	Snohomish Co Human Services	-161,599.90
Bill Pmt -Check	01/27/2023	558359	Snohomish Co Juvenile	-23,998.88
Bill Pmt -Check	01/27/2023	558357	Snohomish Co Prosecutor	-53,013.35
Bill Pmt -Check	01/27/2023	558362	Spokane County BHO	-608.00
Bill Pmt -Check	01/27/2023	558371	Telecare Corporation	-4,475.91
Bill Pmt -Check	01/27/2023	558377	Therapeutic Health Services	-10,631.80
Bill Pmt -Check	01/27/2023	558388	US Bank	-3,538.07
Bill Pmt -Check	01/27/2023	558392	Volunteers of America	-231,359.64
Bill Pmt -Check	01/27/2023	558363	WA State Auditors Office	-1,602.18
Bill Pmt -Check	01/31/2023	IGT	Skagit County Auditor	-3,500.00
				-4,837,340.84
				-4,837,340.84
				-4,837,340.84

North Sound BH ASO Executive Director's Report

February 9, 2023

1. LEGISLATIVE UPDATE

Bills being watched:

Bill	Title	Status
<u>HB 1134</u>	Implementation of the 988 behavioral health crisis response system	House Health Care & Wellness – February 8 Executive Session
<u>SB 5120</u>	23-hour crisis relief centers	Referred to Ways & Means – January 30
<u>SB 5130</u>	Assisted Outpatient Treatment	Passed to Senate Rules Committee on January 20
<u>HTM House Bill 1515</u>	Contracting and procurement requirements for behavioral health services in medical assistance programs [including network adequacy]	House Health Care and Wellness – public hearing held on February 3

- **HB 1515** includes detailed requirements to be included in the next procurement for MCOs – including requirements for network adequacy. Jill Johnson is one of the county commissioners who testified in support of the bill.
- **15% Rate Increase:** behavioral health agencies and others are advocating for a 15% rate increase for behavioral health agencies. They have agreed to the request from the ASO legislative liaison to include in their request that this be applied to state general fund behavioral health programs as well.

Legislative Calendar:

- February 17 - Policy committee cutoff - house of origin
- February 24 - Fiscal committee cutoff - house of origin
- March 8 - Floor cutoff - house of origin
- March 29 - Policy committee cutoff - opposite house
- April 4 - Fiscal committee cutoff - opposite house
- April 12 - Floor cutoff - opposite house
- April 23 - Sine Die

2. BEHAVIORAL HEALTH SERVICES COORDINATING COUNCIL

- The Behavioral Health Services Coordinating Council [BHSCC] created two sub-groups to develop recommendations on how to improve network adequacy and access to care.
- One group is working on recommendations on how to “measure” improved access to care, e.g., appointment wait times.

- The other group is looking at how apply state quality improvement efforts to complement efforts to reduce wait time and improve access to care.
- The **BHSCC Network Adequacy Workgroup** is developing a sub-group to identify the data that is available measuring timely access to treatment. They will reach out to providers for input.
- The Network Adequacy Workgroup will also be gathering information on the parts of the state that have the most critical gaps in access to services.
- The **full BHSCC** held its quarterly meeting on January 30 and received a presentation on the state's new marketing campaign to encourage more persons to pursue careers as behavioral health professionals. As part of this campaign, the state had developed a career marketing "toolkit" that any of us can use to help promote careers in behavioral health. This can be found at: [Explore your behavioral health career opportunities today. \(startyourpath.org\)](https://startyourpath.org)

3. NORTH SOUND BEHAVIORAL HEALTH NEEDS ASSESSMENT

- The North Sound Behavioral Health Needs Assessment was reviewed by the county coordinators and representative of the Advisory Board on February 3 to develop recommendations for the Board of Directors on next steps.
- Some of the initial themes from this discussion were:
 - In order to address "capacity" you also have to consider the actual availability of inpatient beds or services – this relates to the "network adequacy" discussions.
 - The report projects that if all of the new beds that have received funding for mental health treatment come on line, we would be close to meeting the projected need. However, there is skepticism about how many of these facilities will actually be opened.
 - The need for more supportive housing is just as critical as the need for services – advocacy efforts need to consider both.
 - In order to develop more accurate need projections, we need to advocate with the state to share some type of utilization data from the Medicaid data base. Even better would be if the state itself conducts a similar study using the data that they alone are able to access.
- The links to the full report and the Executive Summary can be found at: [North Sound BH-ASO Assessment | North Sound BH-ASO \(nsbhaso.org\)](https://nsbhaso.org)

4. ISLAND COUNTY CO-RESPONDER PROGRAM

- Attached is a copy of the presentation given to the Advisory Board by the staff who make up the Island County Co-Responder program Team. [Attachment 2]
- Their initial success has been impressive. During the first 6 months of the program, they served over 600 persons – persons who have traditionally proven to be challenging for both law enforcement and behavioral health professionals.
- It provides a good example of the potential in the various co-responder programs the BH-ASO is helping to fund throughout the region.

5. APPLE HEALTH REDETERMINATIONS

- Beginning April 1, HCA will begin mailing redetermination [renewal] notices to Apple Health recipients with a May renewal date. Approximately 60,00 Apple Health recipients will be required to renew their eligibility. HCA estimated that a 10-15% will lose coverage, or 6,000 to 9,000 members. Redeterminations will happen in first 3 months.
- Some of the main reasons people may lose coverage include the fact they are no longer eligible for Medicaid or have moved and not provided their new address. For others, they became eligible for Medicaid during the public health emergency and have never had to fill out forms to continue their eligibility. They may disregard the redetermination letters.

6. CRISIS SERVICES UPDATE

- The Weekly Crisis Capacity Indicator snapshot through is attached [Attachment 1].

7. MODIFICATION TO INTERLOCAL AGREEMENT TO ALLOW USE OF HYBRID MEETINGS

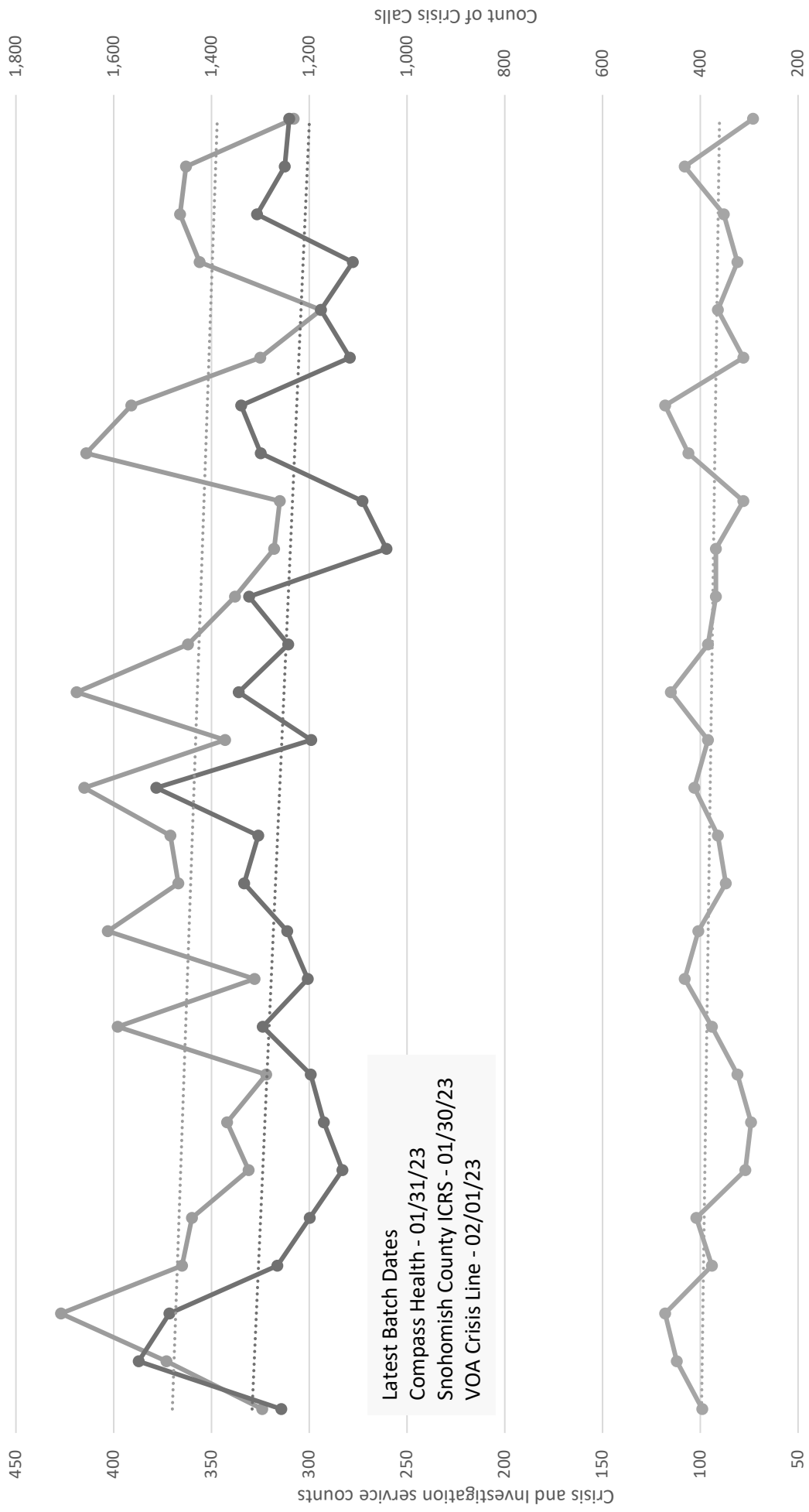
- The modification approved by the Board of Directors on January 12 to the BH-ASO North Sound Interlocal agreement allowing for the use of a “hybrid” model for Board meetings has been sent to the county prosecuting attorneys for review and forwarding to their county elected officials.



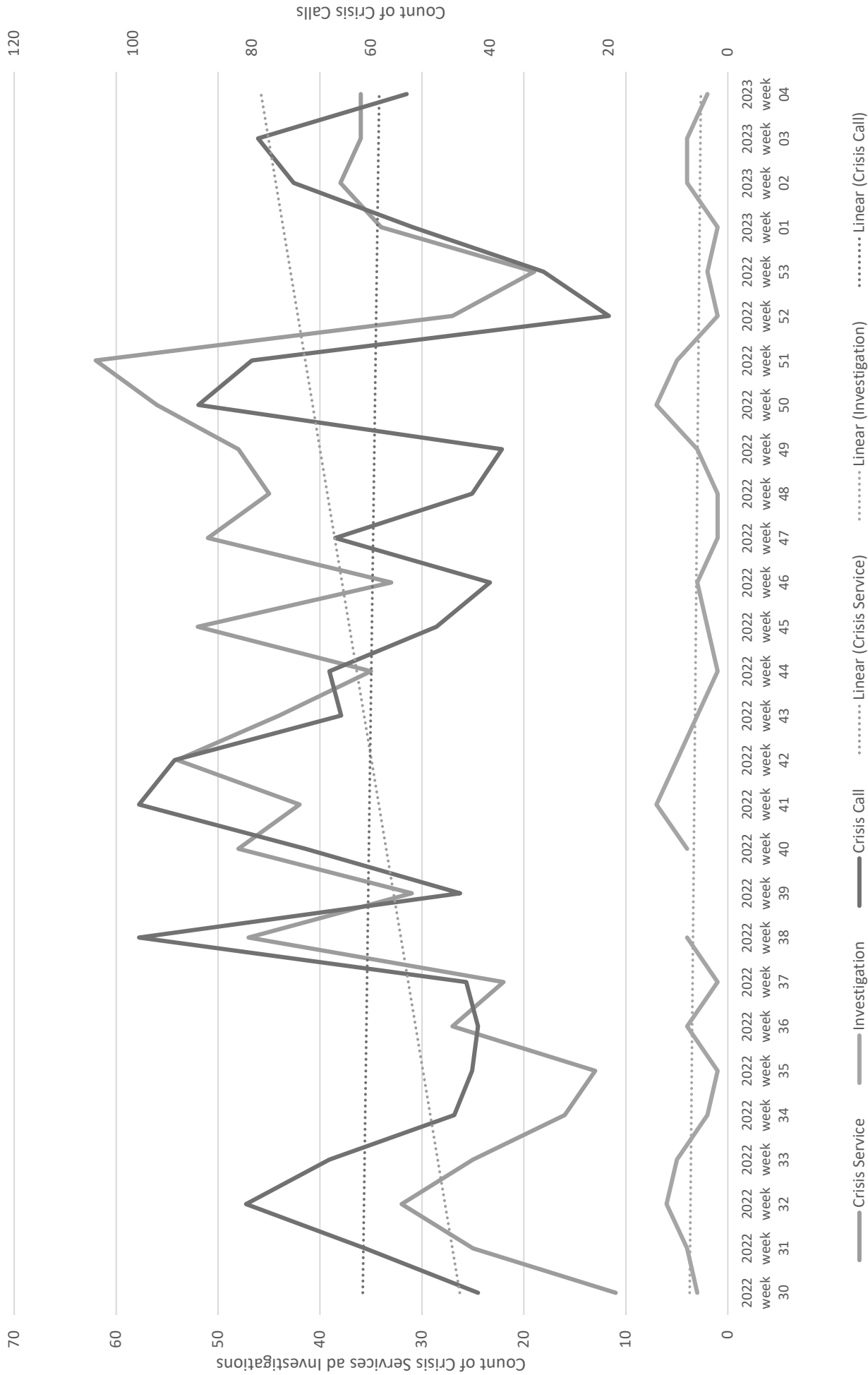
Weekly Crisis Capacity Indicator Snapshot

Page 2	Crisis Data - dates 07/17/22 to 01/28/23
Page 3	Crisis Data: Ages 0-17 - dates 07/17/22 to 01/28/23
Page 4	All DCR Dispatches - dates 07/17/22 to 01/28/23
Page 5	Weekly Staff Count - Staff providing Crisis or Investigation services 07/17/22 to 01/28/23
Page 6	Hospital placement locations (Invol and Vol) - No adjustment has been made for timely data - recent weeks likely low
Page 7	Telehealth only, crisis and investigation services from 07/17/22 to 01/28/23
Page 8	Crisis Service Unit Percent - Crisis Service units divided by Crisis units + Investigation units
Page 9	Washington State Indicators of Anxiety or Depression Based on Reported Frequency of Symptoms During Last 7 Days
Page 10	Place of Service -Crisis Services, percent of total by week
Page 11	Place of Service -Investigations, percent of total by week
Page 12	New COVID-19 Cases Reported Weekly per 100,000 population - 03/16/22 to 02/02/23
Page 13	New COVID-19 Deaths Reported Weekly per 1,000,000 population - 03/16/22 to 02/02/23
Page 14	Total Hospitalized Adults - COVID-19 (confirmed or suspected) 7 day average
Page 15	North Sound BH ASO Walkaway Chart 07/17/22 to 01/28/23

Crisis Data - dates 07/17/22 to 01/28/23



Crisis Data: Ages 0-17 - dates 07/17/22 to 01/28/23

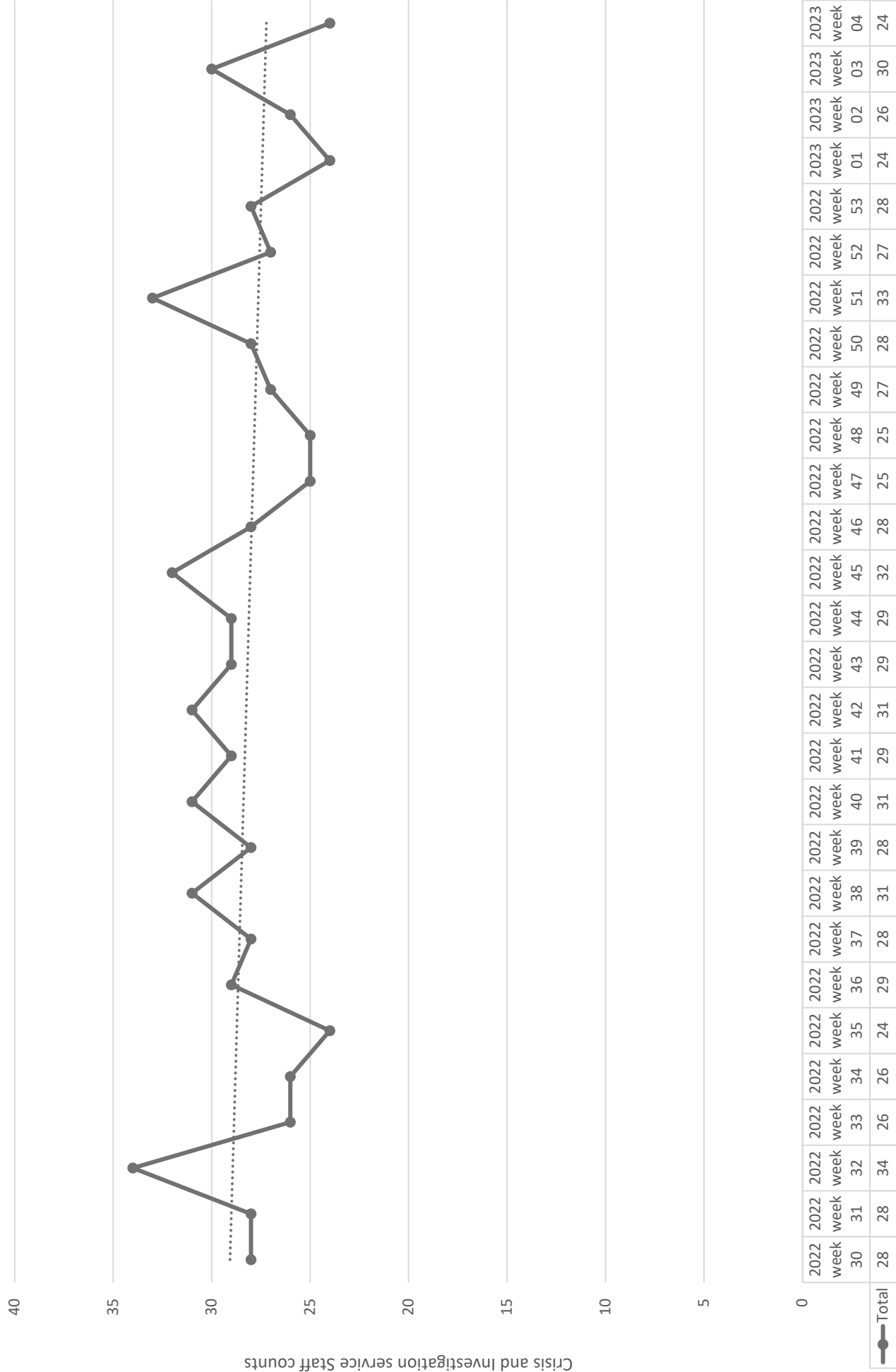


All DCR Dispatches - dates 07/17/22 to 01/28/23

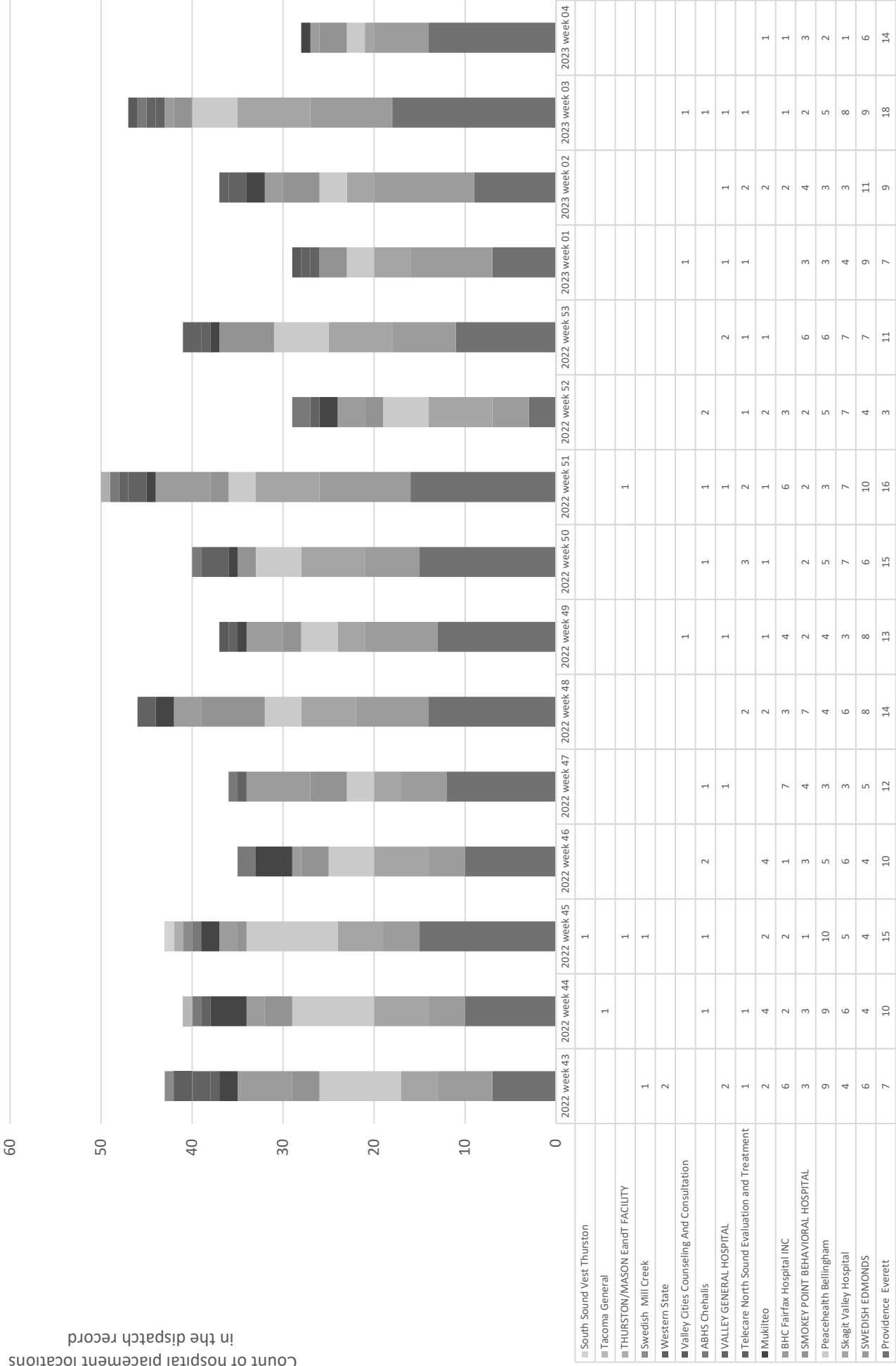
120



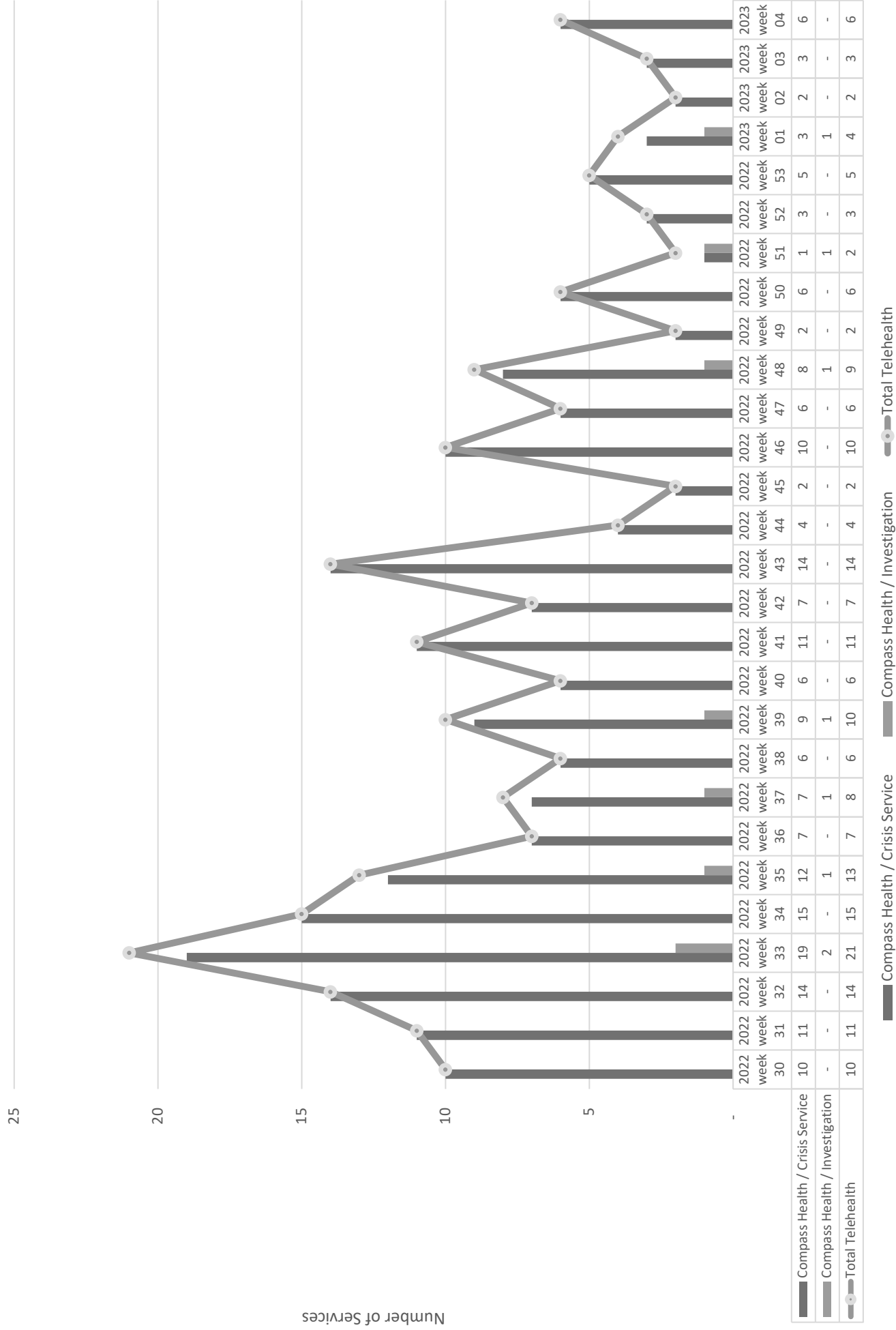
Weekly Staff Count - Staff providing Crisis or Investigaion services 07/17/22 to 01/28/23



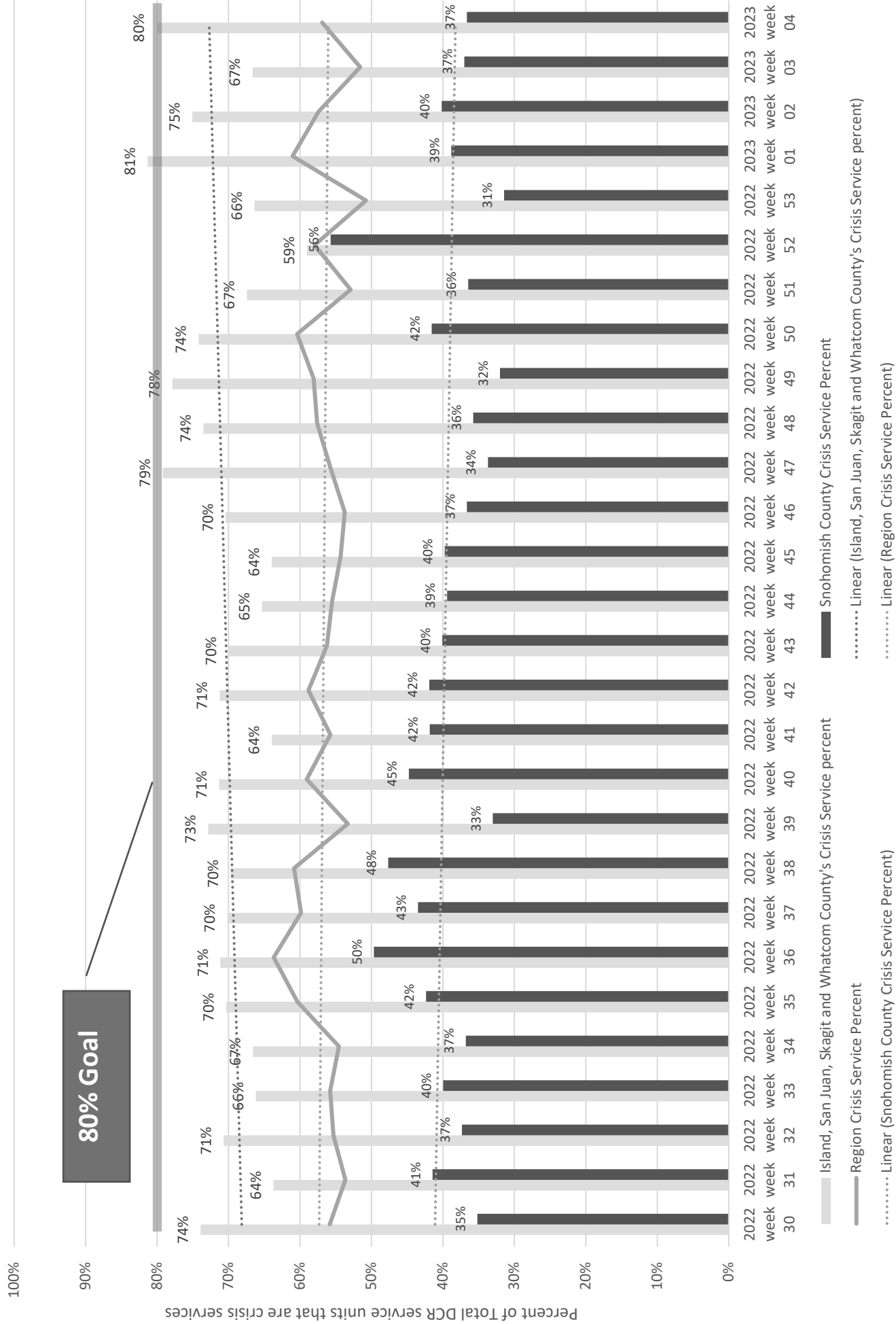
Hospital placement locations (Invol and Vol) - No adjustment has been made for timely data - recent weeks likely low



Telehealth only, crisis and investigation services from 07/17/22 to 01/28/23



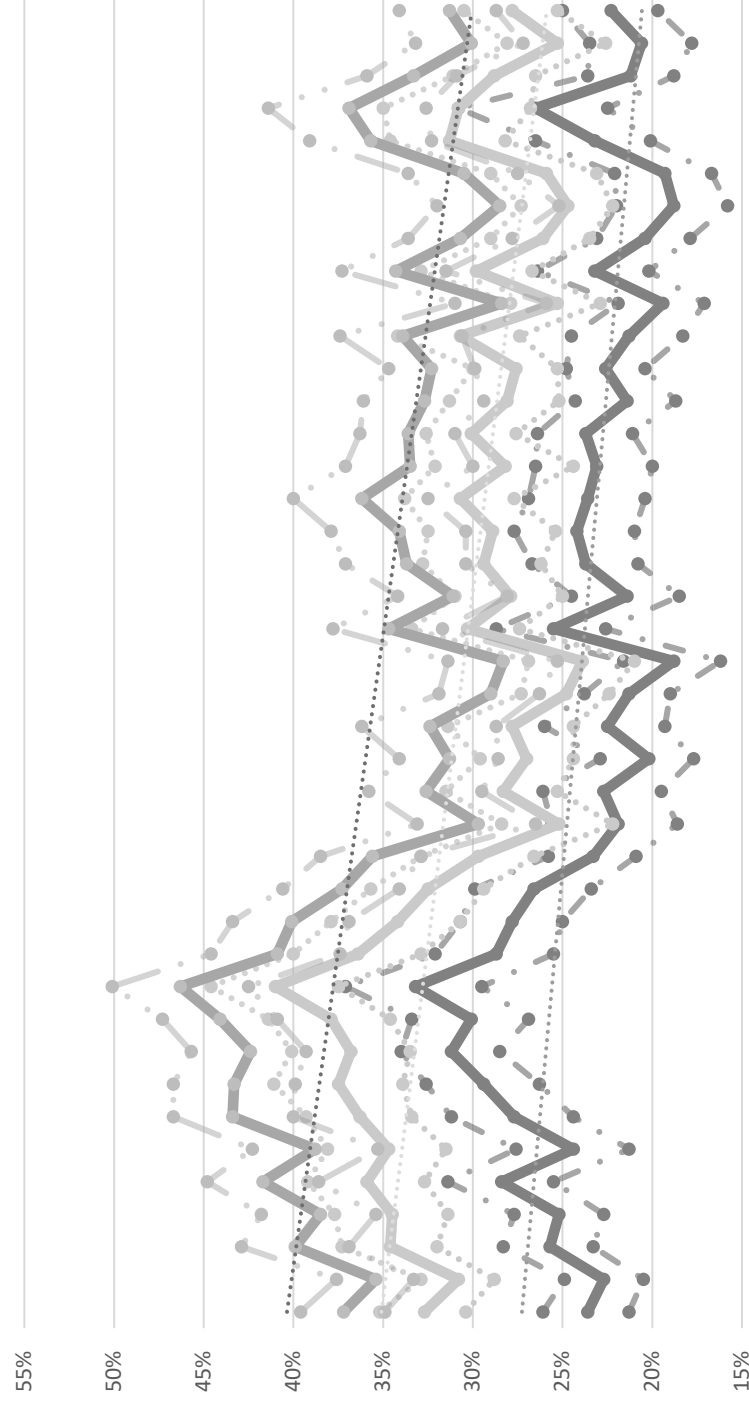
Crisis Service Unit Percent - Crisis Service units divided by Crisis units + Investigation units



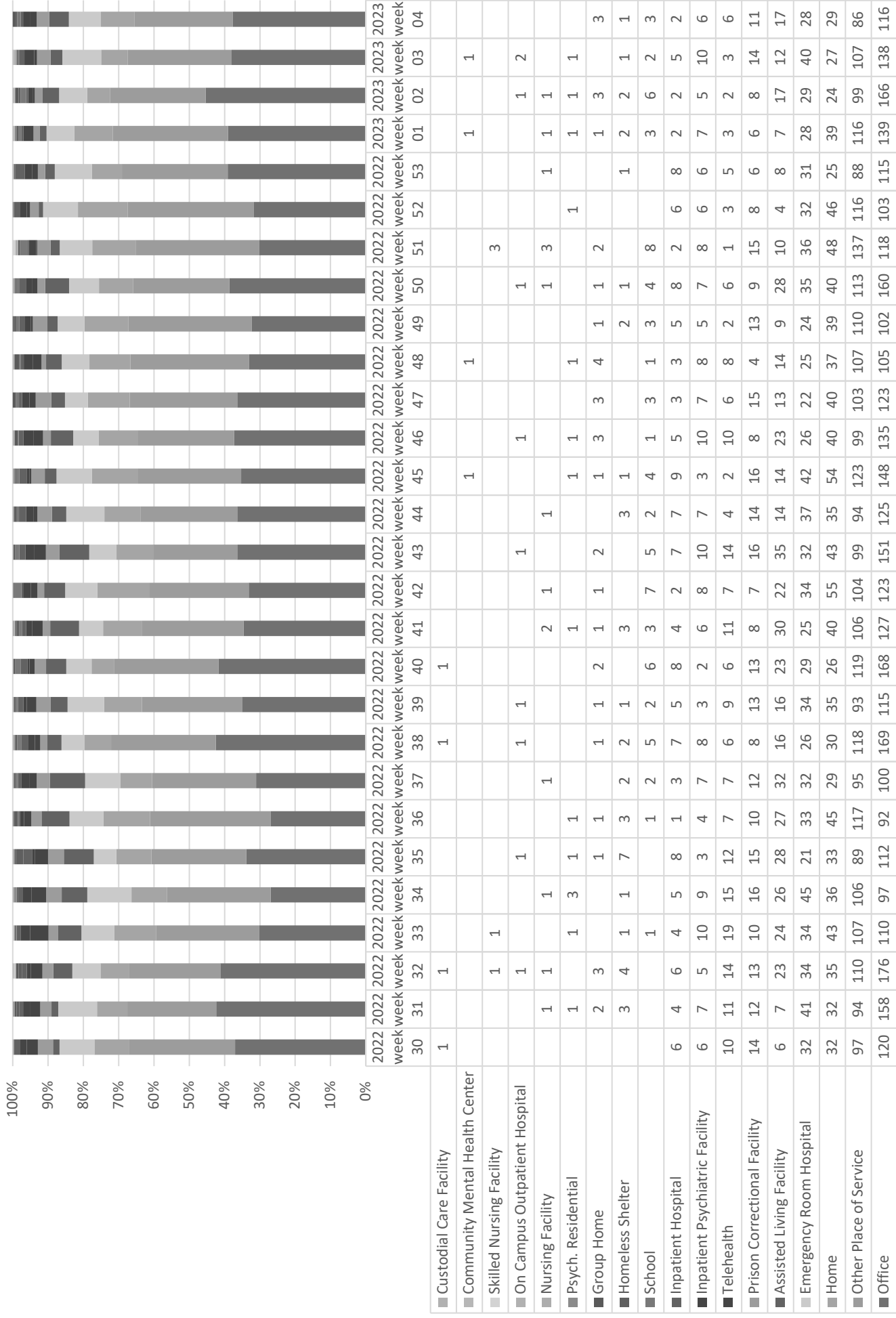
Washington State Indicators of Anxiety or Depression Based on Reported Frequency of Symptoms During Last 7 Days

The U.S. Census Bureau, in collaboration with five federal agencies, launched the Household Pulse Survey to produce data on the social and economic impacts of Covid-19 on American households. The Household Pulse Survey was designed to gauge the impact of the pandemic on employment status, consumer spending, food security, housing, education disruptions, and dimensions of physical and mental wellness.

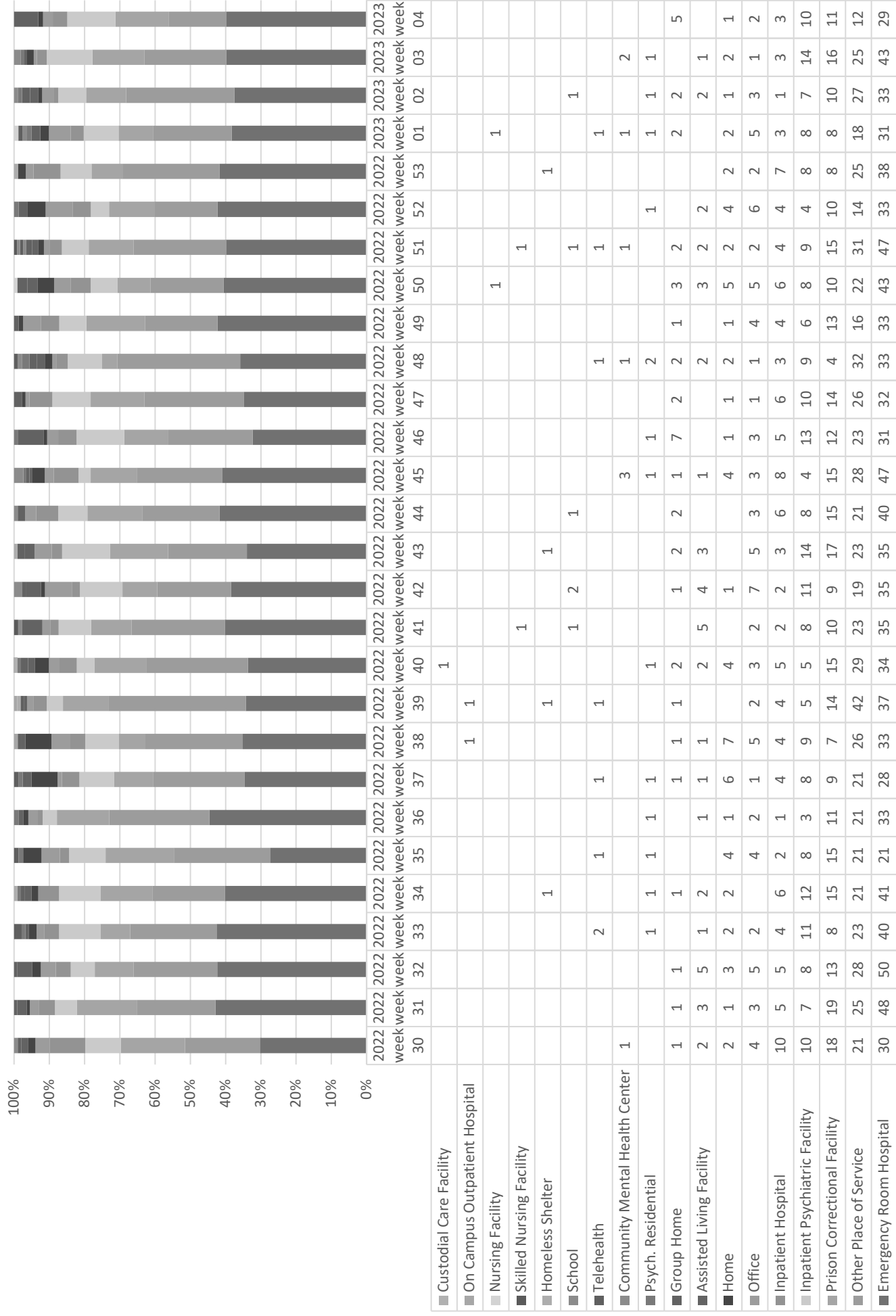
<https://data.cdc.gov/NCHS/Indicators-of-Anxiety-or-Depression-Based-on-Repor/8pt5-q6wp>

[illegible]

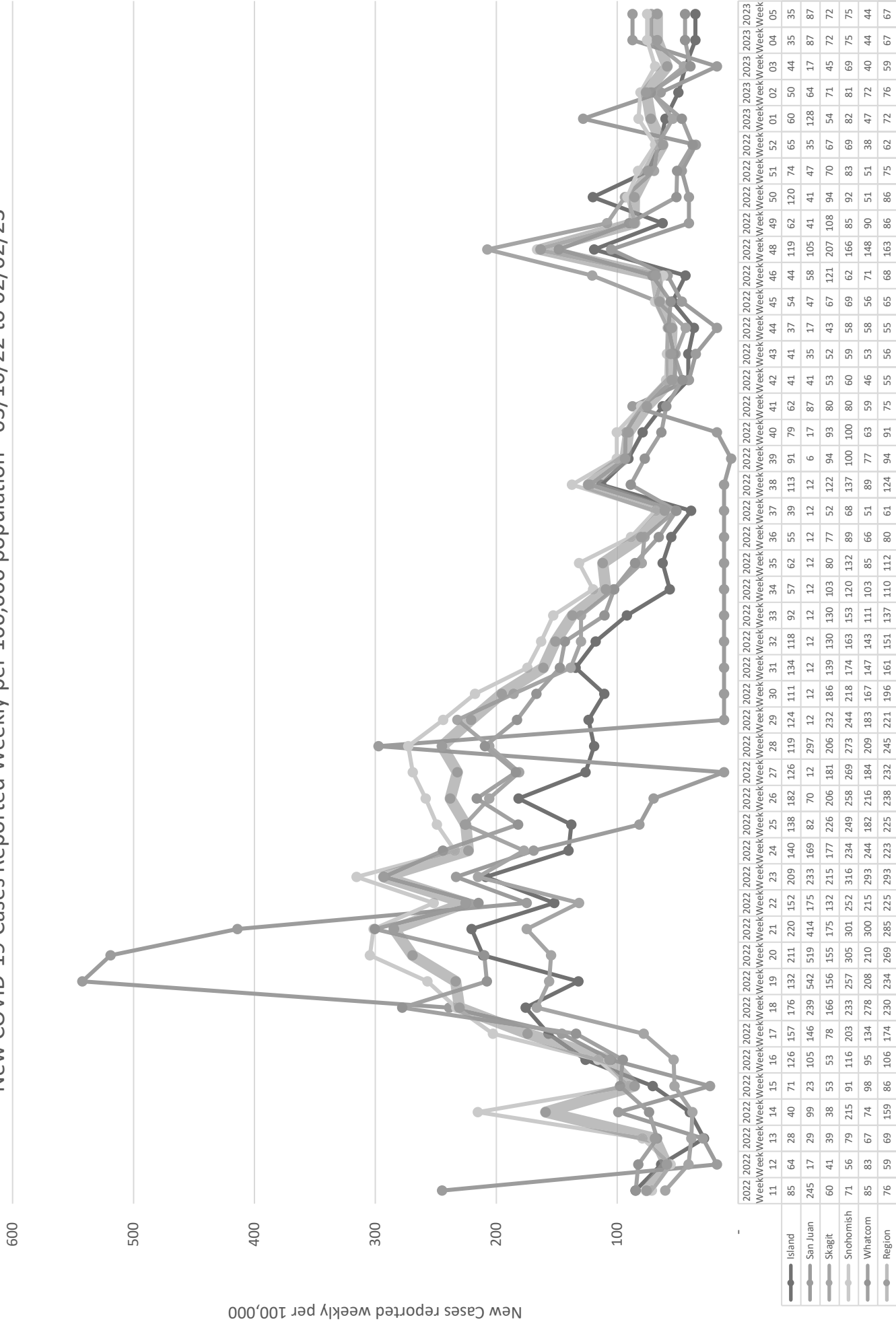
Place of Service -Crisis Services, percent of total by week



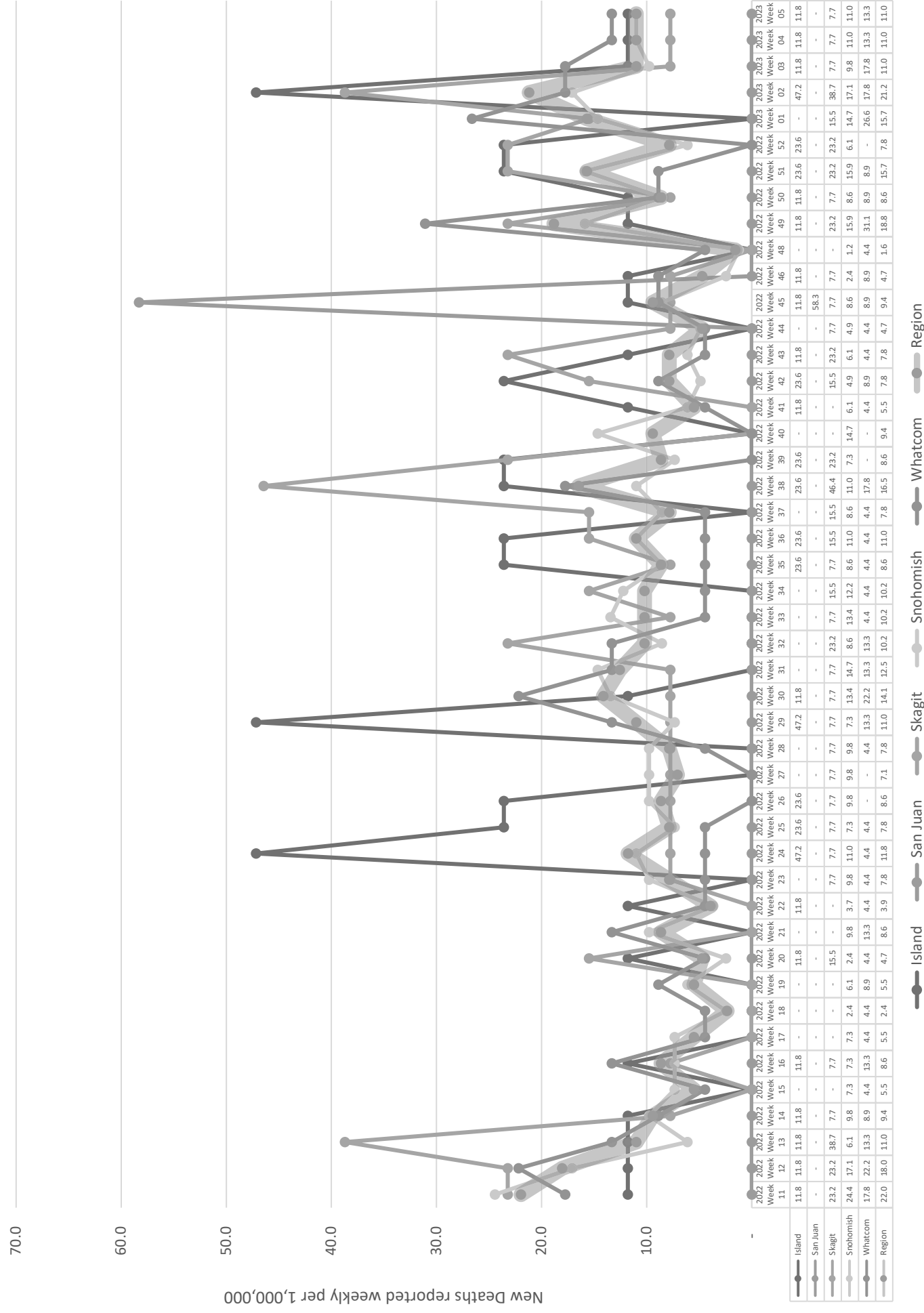
Place of Service -Investigations, percent of total by week



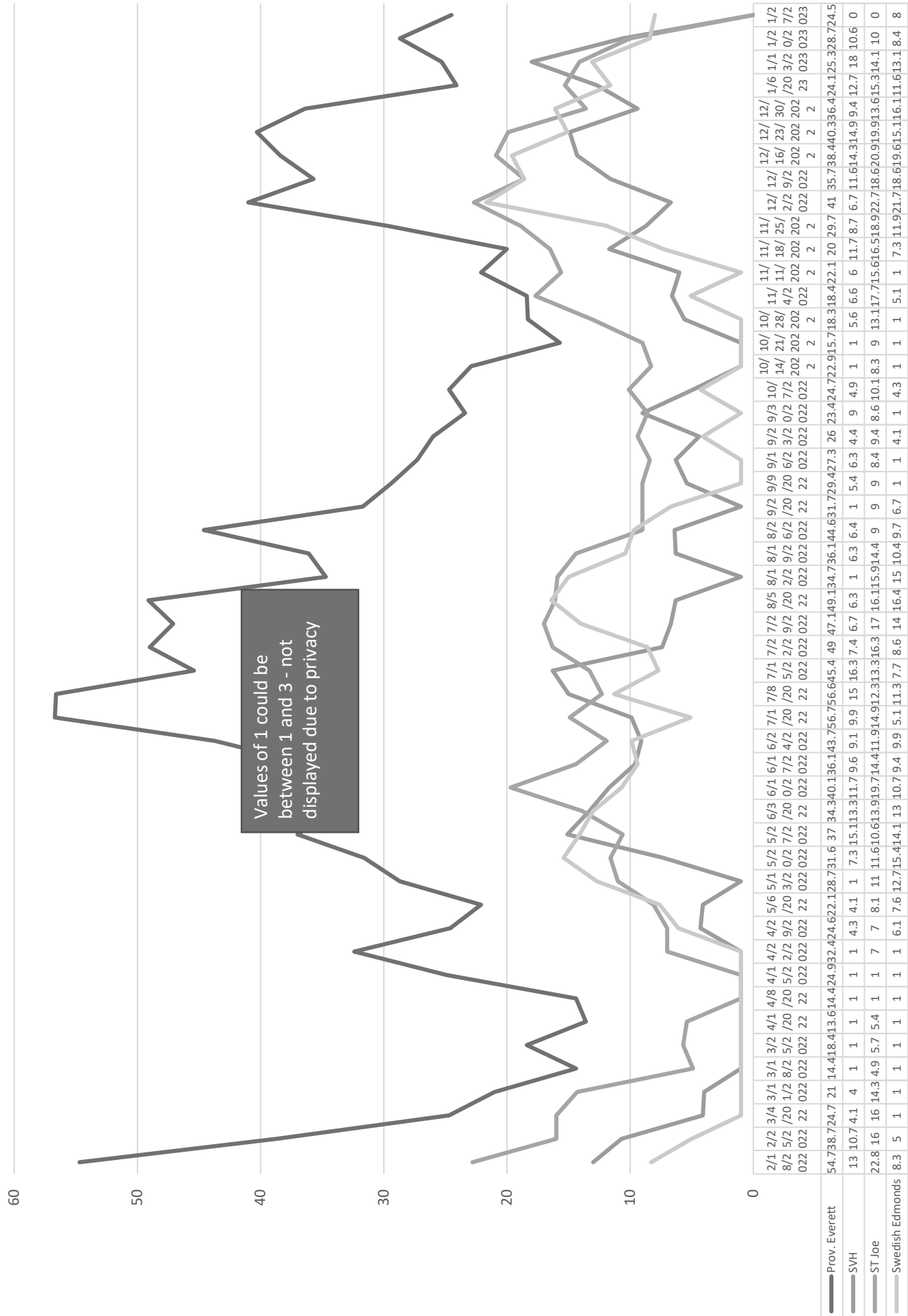
New COVID-19 Cases Reported Weekly per 100,000 population - 03/16/22 to 02/02/23



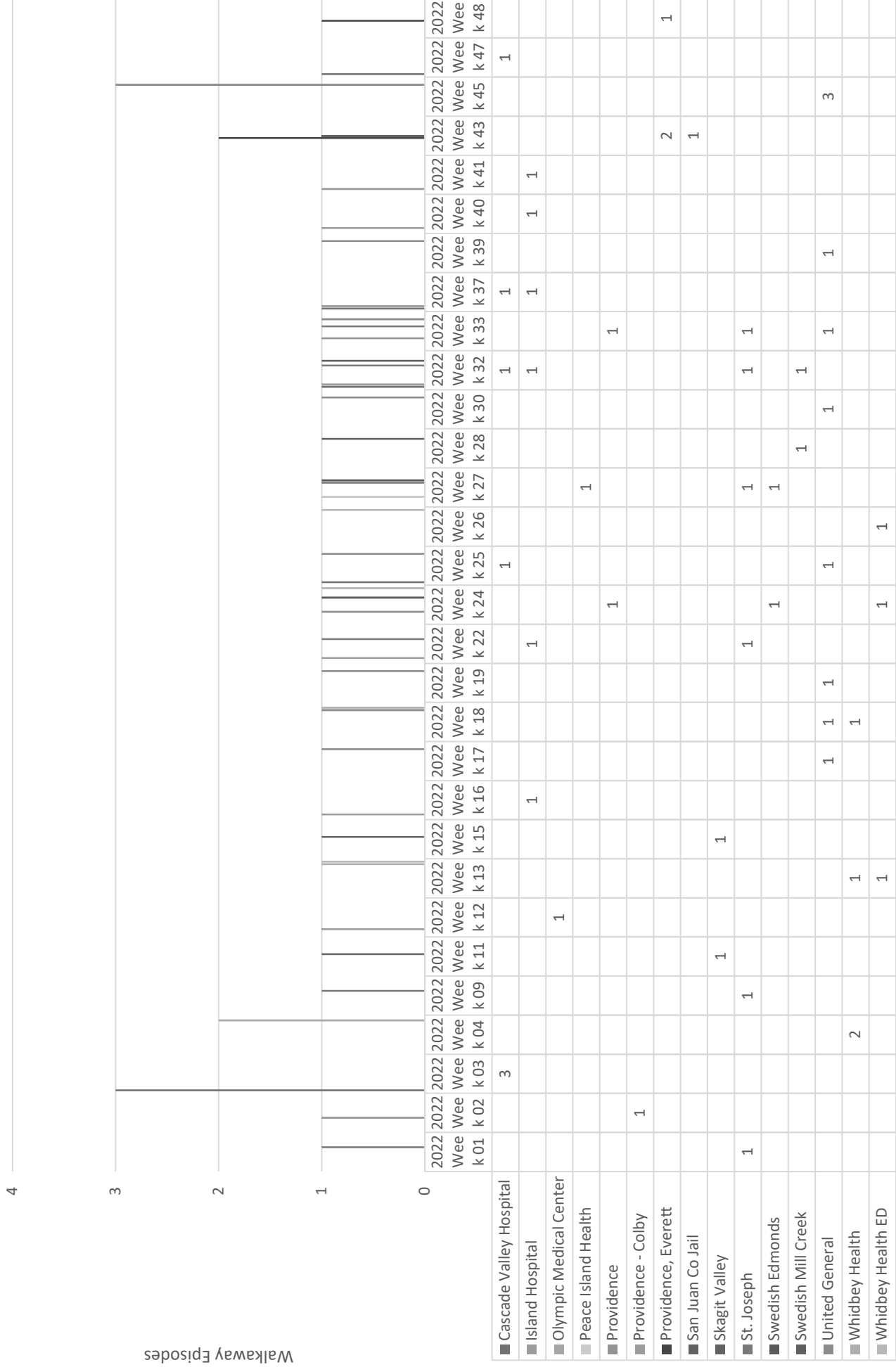
New COVID-19 Deaths Reported Weekly per 1,000,000 population - 03/16/22 to 02/02/23



Total Hospitalized Adults - COVID-19 (confirmed or suspected) 7 day average



North Sound BH ASO Walkaway Chart 07/17/22 to 01/28/23





Island County Human Services

Behavioral Health/Law Enforcement

Co-Responder Services



Overview

Island County Model

- Large geographical Area
 - Whidbey Island and Camano Island
- Law Enforcement Agencies
 - Island County Sheriff's Office/Coupeville Marshall's Office
 - Oak Harbor Police Department
 - Langley Police Department
- Co – Responders
 - Assignment
 - Location of Office
 - Vehicle
 - Support
- Referrals
 - Source
 - Examples



Co-Responders First 6 months

April 2022 – September 2022

Referrals

300+

(Identified as: 72% MH, 42% MH + SUD)

Community Members Served

600+

Services Provided

700+



Successes

- Island County Sheriff's Office - Amanda Borman-Ballard and Sergeant Chris Garden
- Oak Harbor Police Department – Christina LeClaire and Captain Tony Slowik





Strengths Identified

- **Island County Program Collaboration**
 - Human Services
 - Public Health
 - Jail
 - Drug Court
 - Probation
 - District Court
- **EMT and Fire Department involvement**
 - Whidbey Health EMT
 - North Whidbey Fire
- **Co – Responder Model**
 - Housed in PD
 - Own Vehicle
 - Needed skill sets placed appropriately
- **Community Collaboration**
 - Adult Protective Services
 - HSO
 - CPS
 - Island Senior Resources
 - BH Agencies



Challenges Identified

- Crisis System Gaps
 - DCR/MCOT
 - Communication
- Care Coordination
 - Julota
- Hospital
 - Lack of follow through for LE ITA's to ER
 - Small social work staffing
 - No single bed certifications
 - Larger than usual number of beds unavailable in ER
- Staffing
 - Need more co-responders/EMT/Fire/NP for prescriptions
 - Care coordination assistance
 - Vehicles
 - Support growing program



Thank You

Please contact us for more information:

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Co-Responder

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360-632-5144

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Co-Responder

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360-969-9567

Kathryn Clancy, MA, LMHC

Program Manager

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360-678-7911