THIRD AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK

This Agreement is made and entered into by and among the several counties organized and existing as political subdivisions under the Constitution and laws of the State of Washington which are signatory to this Agreement and shall replace all prior Agreements concerning Greater Columbia Behavioral Health ("GCBH") and/or Greater Columbia Regional Support Network which are hereby terminated and revoked.

RECITALS

WHEREAS, The State of Washington legislature has adopted RCW 71.24 as amended from time to time, instituting mental health reform and authorizing regional support networks, hereinafter called RSNs; and

WHEREAS, The State of Washington has adopted RCW 71.24.025 and 71.24.300 thereby making tribal authorities eligible to participate in the administration and management of regional support networks; and

WHEREAS, counties benefit from RCW 39.34 which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, each member county desires to join together for the purpose of planning, authorizing, and coordinating mental health services; and

WHEREAS, it appears economically feasible and practical to do so;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements contained herein, the member counties agree as follows:

ARTICLE 1

PURPOSE

This Agreement is entered into for continuing and expanding GCBH, which shall be organized under RCW 71.24-Community Mental Health Services Act, and RCW 39.34-Interlocal Cooperation Act, to provide programs of comprehensive mental health services and economy of resources for all member counties.

ARTICLE 2

PARTIES TO AGREEMENT

The counties that are party to this Agreement are as follows: Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Walla Walla, Whitman and Yakima. Each member county that is a party to this Agreement certifies that it intends to participate with all other member counties to this Agreement on its effective date and with such other parties as may later be added to and become signatories to this

Agreement. Each party also agrees that the cancellation or withdrawal of a party shall not affect this Agreement nor any other rights or duties under this Agreement.

ARTICLE 3

EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective when signed by all member counties and posted on the GCBH website and shall continue until terminated by a majority of the member counties.

ARTICLE 4

MEMBERSHIP COMPOSITION

Membership, pursuant to RCW 71.24 as amended from time to time, shall be limited to the several counties of and in the State of Washington. GCBH through its Bylaws shall provide for the reasonable admission of new member counties. In accordance with RCW 71.24.300 the member counties shall include tribal authorities in the administration and management of GCBH if requested by the tribal authority. As signatories to the Agreement the counties shall be known as the "member counties." The tribal authority appointed to GCBH, if any, shall be known as the "member tribal authority." A new member county may join GCBH after approval of majority vote of the Board as defined in Article 6, Section A, and shall become an active participant member of GCBH commencing on the date specified by the Board.

ARTICLE 5

NATURE OF THE REGION

GCBH shall be a Regional Support Network (RSN) as defined by RCW 71.24 as amended and shall act through a Board of Directors ("Board") of the RSN performing all the functions and duties normally expected of a Board of Directors. The Board of Directors of the RSN shall be responsible for implementation of all requirements of RCW 71.24 as amended from time to time.

ARTICLE 6

ORGANIZATION

A. BOARD OF DIRECTORS. GCBH shall be governed by a Board of Directors which shall be composed of one Director from each member county, and a Tribal Director from each participating federally recognized tribal organization. Directors shall be County Commissioners of each member county, appointed by the member's Boards of County Commissioners. Each member county shall also appoint an Alternate Director to act on behalf of the county in the event that the Director is not available. Alternate Directors, the Tribal Director, and the Tribal alternate Director may be either a County Commissioner or any other designee of the member counties.

Each county shall appoint a Director and one Alternate Director in the manner set forth above. Directors shall have the authority to attend, participate in, and vote at any meeting of the Board or a Committee. Alternate Directors shall have the same authority when the Director is absent as herein provided. However, only Directors shall vote on the following: (1) adoption of bylaws; (2) the approval of biennial budgets for expenditures and supplements; (3) the Funding Allocation Policy or (4) the involuntary cancellation of a member county. If, however, the Alternate Director is a County Commissioner then, as such, would have full voting rights as if they were a Director. Each Director shall have one vote.

B. OFFICERS. The Board shall elect officers to govern GCBH as provided by its Bylaws. Each officer must be a Director and may not be an Alternate Director. An Alternate Director may not act in place of an Officer in the capacity of the Officer.

C. MEETINGS. The Board shall provide for regular meetings and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW. A quorum of the Board shall be defined as a majority of the Directors (or Alternate Director if the Director is not present) from the member counties.

D. AUTHORITY OF THE BOARD. The Board shall have the authority and power to adopt Bylaws which shall be consistent with this Agreement and shall be binding on all members. The Board also shall have the authority to establish necessary committees to assist the Board in the performance of its duties. The Board shall establish all policies for GCBH, and shall approve all budgets for expenditures.

ARTICLE 7

INSURANCE AND INDEMNIFICATION

A. The member counties shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the applicable laws of their respective county for any acts or omissions related to the performance of services under this Interlocal Agreement but not less than $5 million dollars. The member counties shall assure the coverage applies to claims after termination of this Agreement that relate to services provided under this Interlocal Agreement in accordance with the applicable laws of their respective county. The member counties shall be solely responsible for any deductible amounts required under such policies, however, said costs are normal business expenses to be paid out of available GCBH funds provided to the member county. Evidence of such insurance shall be promptly provided to GCBH upon its written request. The member county shall not permit such policy(ies) to lapse without first providing GCBH at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

B. The member counties shall indemnify and hold harmless each and every other member county of GCBH, including each member county's officers, directors, employees, agents and representatives, from all claims, including reasonable attorney's fees, which arise out of that member county's actions or obligations under this Agreement.

C. GCBH shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the

applicable Bylaws of GCBH and consistent with the laws of the member county for any acts or omissions related to the performance of services. GCBH shall name each member county as an additional insured and this coverage shall be the primary coverage in order to shield the governmental interests of the member county. GCBH shall assure the coverage applies to claims after termination of the Agreement that relate to services provided under this Interlocal Agreement and any other agreements of GCBH in accordance with the applicable laws of the member county. GCBH shall be solely responsible for any deductible amounts required under such policies; however, said costs are normal business expenses to be paid out of available GCBH funds without any offset to the funds provided to the member county(ies). Evidence of such insurance shall be promptly provided to the member county(ies) upon its written request. GCBH shall not permit such policy(ies) to lapse without first providing the member county at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

D. GCBH shall indemnify and hold harmless each and every other member county of GCBH, including but not limited to, each member county's officers, director, employees, agents, and representatives, from any and all claims, including reasonable attorneys' fees, which arise out of GCBH's actions or obligations under this Agreement.

E. The member counties have no obligation to indemnify and hold harmless GCBH, including but not limited to, each officer, director, employee, agent and representative; except for member county's own omissions or neglect.

F. The member counties agree that in all agency delegation and other subsidiary agreements under which GCBH functions are to be performed or GCBH funds allocated, the agent, delegee or other contractor shall be obligated to indemnify and hold GCBH and its members harmless for all negligent or wrongful acts by such agent, delegate, or contractor relating to such agreement, and for reasonable attorney's fees incurred in actions based on such acts and actions of indemnification. If such agent, delegate or contractor is an Indian tribe, the agreement shall also contain an express and absolute waiver of immunity from suit so that such indemnification may be effective. Any such agency, delegation or other subsidiary agreement which does not contain the terms required in this paragraph shall be unenforceable against the GCBH.

G. Each Director and Alternate Director of the Board shall be a covered insured by GCBH for any and all official acts performed by such individual.

ARTICLE 8

ADMINISTRATIVE ENTITY

The Board shall have a Business Office which shall be given general administrative responsibility for the GCBH activities including acting as the fiscal agent for GCBH.

ARTICLE 9

BUDGET AND RECORDS

A. BUDGET. The Board shall establish and maintain biennial budgets for the operation of GCBH.

B. AUDIT REPORT. GCBH, on behalf of the Board, shall establish and maintain such funds and accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ("BARS"). Financial records of GCBH shall be open to inspection at all reasonable times at the request of the Board of Director(s). GCBH shall be subject to audit by the Washington State Auditor. A complete written report of the financial activities of GCBH, including an annual audit of the accounts and records of GCBH, shall be provided to each Board Director and Alternate Director. Said audit of GCBH shall be performed by the Washington State Auditor's Office as required by law. Costs of said audit shall be a normal expense of GCBH.

The member counties shall provide necessary financial data to GCBH in order to allow GCBH to meet compliance requirements for all funds.

ARTICLE 10

RIGHTS AND RESPONSIBILITIES OF MEMBER GOVERNMENTS

In addition to all of the rights and responsibilities granted to member counties under this Interlocal Agreement and through the By-Laws of GCBH, including through participation with the Board and committee processes, member counties, and their respective member county governments, have the right and the responsibility to determine the level of their county's participation in the governing of GCBH. As such, member county governments shall have rights and responsibilities which include, but are not limited to, the following:

A. Assist with performance of WAC 388-865-0280 (Quality Management Process)

Member counties may:

1. provide recommendations and strategies for system and clinical care improvements, including information from exit interviews, consumer complaints, and practitioner interviews through Board and/or committee involvement.
2. assist, in monitoring complaints, grievances and adverse incidents for adults and children that occurs with the member county's area mental health service providers.
3. assist the RSN, in helping to investigate and report allegations of fraud and abuse of contractors/subcontractors to the Department of Social and Health Services.
4. assist the RSN in evaluating the quality and intensity of mental health services provided to the citizens of the member county through Board and/or committee involvement.
5. provide recommendations and strategies for making improvements to the member county's mental health services through Board and/or committee involvement.

6. assist the RSN, in obtaining feedback from consumers, service providers, and other interested parties regarding mental health services.
7. provide recommendations regarding service provider on-site monitoring, evaluation and reviews conducted by the RSN through Board and/or committee involvement.
   The RSN will make available, upon request, service provider on-site monitoring, evaluations and reviews conducted by the RSN

B. Assist with performance of WAC 388-865-0221 (Public Awareness of Mental Health Services)

Member counties may provide assistance to the RSN regarding public awareness of mental health services, including, but not limited to:

1. post listings of mental health services and providers in telephone directories and other public places.
2. disseminate brochures and other informational materials or methods for describing services and hours of operation for mental health services.
3. provide consumers with information regarding Ombuds service consistent with WAC 388-865-0250 as contracted by the RSN.

C. Assist with performance of WAC 388-865-0255 (Consumer Grievance Process)\

Member counties may:

1. assist the RSN, in the consumer grievance process involving the citizens and users of mental health services in the member county.
2. encourage resolution of complaints at the lowest level possible and attempt to help consumers reach appropriate assistance for their grievances and complaints.
3. assist the RSN to ensure that grievances are resolved.

D. The RSN shall use a Board approved funding mechanism. Member counties with multiple service providers in their county shall have the right to determine the amount of funding allocated to each service provider, in their county. In addition to, and in collaboration with the RSN, member counties may develop a mechanism to determine the following:

1. which licensed service provider(s) of mental health services, as defined by RCW 71.24.045 and WAC 388-865-0284, that the RSN shall contract with.
2. what services shall be provided by each service provider.
3. how much funding each service provider shall receive from the total of allocated funding to the citizens of the member county from the RSN.
4. changes of mental health service providers, mental health services provided and/or level of mental health services provided by licensed service providers, in adherence with all applicable laws, regulations and contract requirements.

ARTICLE 11

CANCELLATION AND WITHDRAWAL

A. CANCELLATION. A member county's participation in this Agreement and in GCBH may be involuntarily cancelled for cause at any time by an affirmative vote of three quarters (3/4) of the entire Directors of the Board. Cause for cancellation shall include, but not be limited to:

1. failure to participate in a majority of meetings of the Board,
2. failure to meet applicable regional goals and standards in a good faith effort, as set forth by the State of Washington and the GCBH Board,
3. failure to notify the Board of known incidents, claims, and lawsuits which may have an adverse impact on GCBH,
4. failure to comply with the applicable terms and conditions of the GCBH contract with the Division of Mental Health or other contract, or, as otherwise defined in the Bylaws of GCBH. The effective date of cancellation shall be six (6) months after the date of Board action unless a different period is otherwise determined by the Board. Until the effective date, the cancelled member county shall still benefit from the services of GCBH.

B. WITHDRAWAL. No member county may voluntarily withdraw from GCBH until the member county has given GCBH a three (3) month written notice of its intent to withdraw or as otherwise provided in other sections of this Agreement.

C. EFFECT OF CANCELLATION AND WITHDRAWAL. The cancellation or withdrawal of one or more member counties shall not terminate this Agreement for the other remaining parties. Member counties are entitled to payment for services rendered up to and before the effective date of their withdrawal or cancellation. Member counties are entitled to the return of their pro rata share of all personal and/or real property in accordance with applicable Federal and State law. The member county is entitled to receive reasonable compensation for the personal or real property retained by GCBH.

D. CONTRACT RENEWAL/APPROVAL/EXCEPTION. Notwithstanding any other provision of this Interlocal Agreement, each member county reserves the right to approve the renewal of the initial contract between the State of Washington and GCBH. Any member county not approving the renewal contract shall be permitted to terminate its obligation under this Agreement, withdraw from GCBH, and be free and clear from any liability occurring after termination under this Agreement, except for that terminating member county's proportionate share of any obligations incurred prior to termination. A member county shall only terminate under this section by giving written notice of its intent to terminate within 30 days after receipt by that member county of a copy of the State of Washington GCBH contract. Termination shall be effective within five (5) calendar days after the Business Office receives the written notice of intent to terminate.

ARTICLE 12

TERMINATION OF GCBH

This Agreement may be terminated at any time by the written consent of the Boards of County Commissioners of at least two thirds (2/3) of the member counties. Upon termination, this Agreement and GCBH shall continue for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of GCBH.

ARTICLE 13

PROPERTY OF THE REGION

A. PROPERTY. GCBH shall acquire, hold and dispose of real and personal property subject to the same restrictions as any of the member counties as provided for in the Bylaws. The method of acquiring, holding, and disposal shall be defined in the Bylaws.

B. CONTINGENT LIABILITIES. Upon termination, the Board shall wind up and dissolve the business affairs of GCBH. The assets, reserves, property, and bonds or insurance policies shall first be applied to the claims against GCBH. The Board shall then determine, and member counties shall pay, each member county's fair share of any additional amounts necessary for final disposition of all claims and if applicable divide all assets in the manner set forth in the bylaws.

ARTICLE 14

LEGAL NOTICES

Legal Notices to each member county shall be sent prepaid by certified mail to its Director of the respective member county at such addresses as may be given in writing to GCBH.

ARTICLE 15

AMENDMENTS

This Agreement may be amended at any time by the written approval of the Boards of Commissioners of all member counties except as provided in Article 3, Duration of Agreement.

ARTICLE 16

PROHIBITION AGAINST ASSIGNMENT

No member county may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of any member county shall have any right, claim, or title to any part, share, interest, fund, or asset of GCBH.

ARTICLE 17

ENFORCEMENT AND VENUE

This Agreement and others subsidiary hereto, including agency and delegation agreements with GCBH, shall be interpreted according to the laws of Washington State. Exclusive jurisdiction over cases arising under it shall be in Washington State courts. Venue shall be determined by the GCBH Board prior to commencement of any such action.

ARTICLE 18

DEFAULT

If any member county fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after GCBH has given the member county written notice of such failure, the member county shall be in default thereunder. Upon default, GCBH may immediately cancel the member county's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of GCBH are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available thereunder or otherwise available by law.

This article may be invoked if any member county fails to perform any applicable term or condition of this Agreement as established by applicable law, and GCBH having provided technical assistance to correct the problem within the sixty (60) day period.

ARTICLE 19

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term, or condition, and the acceptance of any performance thereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists thereunder, shall not constitute a waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 20

SEVERABILITY

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE 21

TIME

Time is of the essence in the Agreement and each and every provision hereof.

ARTICLE 22

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 23

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

ARTICLE 24

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 25

AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. All oral understandings and agreements are set forth in writing herein.

IN WITNESS WHEREOF, the member counties have executed this Agreement by authorized officials thereof on the dates indicated.

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health.
This agreement is signed on this 11 day of March 2013.

Asotin County agrees to this interlocal agreement with this provision regarding Article 10, Rights and Responsibilities. All members have the right to provide the services below, but this interlocal agreement does not require any member county to provide the service.

ASOTIN COUNTY, WASHINGTON

Brian Shinn
Chariman

Jim Fuller
Member

Jim Jeffs
Member

Constituting the Board of County Commissioners of Asotin County, Washington.

Attest:

Vivian Bly
Clerk of the Board Vivian Bly

Approved as to form:

Jane Bremner Kinley
Deputy Prosecuting Attorney

THIRD AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health.
This agreement is signed on this 12 day of Feb, 2013.

BENTON COUNTY, WASHINGTON

SHON SMALL - ABSENT

Chairman

Member

Member

Constituting the Board of County Commissioners of Benton County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health.
This agreement is signed on this 3rd day of April, 2013.

COLUMBIA COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of Columbia County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Prosecuting Attorney Rea Culwell

THIRD AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health.
This agreement is signed on this 13 day of February, 2013.

FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of Franklin County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

2013 070

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health.
This agreement is signed on this 4th day of March, 2013.

GARFIELD COUNTY, WASHINGTON

Robert K Johnson
Chairman

Member

Member

Constituting the Board of County Commissioners of Garfield County, Washington.

Attest:

Donna Deal
Clerk of the Board

Approved as to form:

~~Deputy~~ Prosecuting Attorney

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health.
This agreement is signed on this 10th day of August, 2013.

KITTITAS COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of Kittitas County, Washington.

Attest:

COUNTY COMMISSIONERS SEAL KITTITAS COUNTY WASHINGTON

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health.
This agreement is signed on this 19th day of February, 2013.

KLICKITAT COUNTY, WASHINGTON

Chairman

Member

Absent
Member

Constituting the Board of County Commissioners of Klickitat County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Lori Hoctor, Deputy Prosecuting Attorney

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health.
This agreement is signed on this 4th day of March, 2013.

WALLA WALLA COUNTY, WASHINGTON

Chairman

Member

Member

Constituting the Board of County Commissioners of Walla Walla County, Washington.

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health.
This agreement is signed on this 4TH day of FEB., 2013.

WHITMAN COUNTY, WASHINGTON

Michael Largent
Chairman

Athena D. Swannack
Member

Dean Kinzer
Member

Constituting the Board of County Commissioners of Whitman County, Washington.

Attest:

Maribeth Becker
Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

073862

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces all prior agreements concerning Greater Columbia Behavioral Health.
This agreement is signed on this 12th day of February 2013.

YAKIMA COUNTY, WASHINGTON

Excused
Michael D. Leita, Chairman

Kevin J. Bouchey, Commissioner

J. Rand Elliott, Commissioner
Constituting the Board of County Commissioners for Yakima County, Washington

SEAL OF THE BOARD OF YAKIMA COUNTY COMMISSIONERS STATE OF WASHINGTON

Attest:

Tiera L. Girard, Clerk of the Board

BOCC87-2013
February 12, 2013

Approved as to form:

Deputy Prosecuting Attorney
WSBA# 35901