

GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between Cowlitz, Grays Harbor, Wahkiakum, Pacific and Lewis counties hereinafter collectively referred to as the 'Parties';

WITNESSETH:

WHEREAS, the Parties have a mutual interest in forming a Behavioral Health Organization (BHO) to plan, coordinate and administer Behavioral Health Services; and

WHEREAS, RCW Chapter 39.34, entitled the "Interlocal Cooperation Act" permits local governments to make the most effective use of their powers by enabling them to cooperate with each other on the basis of mutual advantage, and thereby provide planning, administrative and program services in a manner that will accord best with geographic, economic and population factors; and

WHEREAS, Chapter 71.24 RCW provides for the establishment of behavioral health organizations;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PURPOSE and BACKGROUND:

- a. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, among Cowlitz, Grays Harbor, Wahkiakum, Pacific and Lewis Counties, all political subdivisions of the State of Washington.
- b. The purpose of this Agreement is to establish a Behavioral Health Organization to carry out the responsibilities of a Behavioral Health Organization as defined in RCW 71.24.045 within the Regional Service Area composed of Cowlitz, Grays Harbor, Wahkiakum, Pacific, and Lewis Counties.
- c. Pursuant to RCW 39.34.030, the purpose of this Interlocal Agreement is as set forth in Section 1 (Purpose and Background). Its duration is as specified in Section 2 (Duration of Agreement). Its organization, composition and the nature of its separate legal and administrative entity are set forth in Section 3 (Organization). Its manner of financing and manner of acquiring property are set forth in Section 5 (Assets and Liabilities). The method or methods to be employed in accomplishing partial or complete termination of the Agreement and disposing of its property are as set forth in Section 5 (b) (Distribution of Funds and Assets Upon Withdrawal of Party), Section 5(c) (Disposal of Assets Upon Termination), Section 6 (Withdrawal) and Section 10 (Termination of the Agreement).

2. DURATION OF AGREEMENT:

- a. **Basic Term:** This Agreement shall commence upon final approval of the Parties and shall be in force until such time that it is terminated by the member Counties.
- b. This Agreement shall be effective as of the date of its execution and shall remain in effect until terminated.
- c. **Implementation:**
 1. For purposes of RCW 71.24.380(2)(b)(i)(c), Great Rivers Behavioral Health Organization (GRBHO) shall be deemed a “responding entity” and the Governing Board shall have full authority to submit a response and plan to the State of Washington and to expend the funds necessary to accomplish those tasks.
 2. Full implementation of all behavioral health organization functions shall occur upon execution of necessary Behavioral Health Organization contracts with the State of Washington, not later than April 1, 2016.

3. ORGANIZATION:

- a. **Name:** The name of the Behavioral Health Organization shall be “**Great Rivers Behavioral Health Organization**” (hereinafter referred to as 'GRBHO'). GRBHO shall be a separate legal entity with its own employees. On or before April 1, 2016, GRBHO will be organized as a Limited Liability Company or such other separate legal entity authorized by RCW 39.34.030 (3) (b) that satisfies legal requirements for contracting with the Washington State Department of Social and Health Services and that also adequately protects the member counties from tort liability.
- b. **Governing Board:** GRBHO shall be governed by a Governing Board consisting of five (5) members. One (1) member shall represent each of the five (5) Counties. Each County is entitled to one (1) vote on the Governing Board; there shall be no weighted voting. The Board of County Commissioners for each County shall appoint a Governing Board member from its respective County. Appointments to the Governing Board shall be for two (2) year terms; provided, however, Governing Board members shall serve at the pleasure of the appointing authority. The respective appointing authorities shall also appoint one Alternate member for each Board Member. Alternate members shall have the same authority to attend, participate in, and vote at any meeting of the Board or a Committee as that County authority's member when such member is absent from the meetings. Each person so appointed shall commence service upon written notification to GRBHO of the name of the appointed member and Alternate member. Except as otherwise provided herein, a majority vote by a quorum of the members of the Governing Board shall be required for the Board to take action

or exercise any of its powers; determination of a quorum shall be as set forth in the GRBHO By-Laws.

The powers of the Governing Board shall be those necessary to transact the business of the Great Rivers Behavioral Health Organization, including but not limited to:

- i. Hiring, evaluating and terminating the GRBHO Chief Executive Officer (CEO);
 - ii. Reviewing, modifying, approving and adopting policies and procedures developed and presented by the BHO CEO or the Governing Board;
 - iii. Reviewing, modifying, approving and adopting BHO budgets and contracts developed and presented by the BHO CEO or the Governing Board.
 - iv. Reviewing, modifying, approving and adopting service delivery plans and operating plans developed and presented by the BHO CEO or the Governing Board;
 - v. Reviewing, modifying, approving, and adopting Advisory Board Bylaws and the bylaws/procedures of any other appointed Boards or Standing Committees.
 - vi. Adopting GRBHO Bylaws and approving amendments, alterations or repeals of the GRBHO Bylaws. Any such Bylaws shall be consistent with this Agreement.
 - vii. Taking any necessary or proper steps to exercise the powers of the Board.
- c. Chief Executive Officer:** The Governing Board shall establish and hire the position of GRBHO Chief Executive Officer (CEO) who will be responsible for ensuring compliance with all applicable statutes, rules, regulations, policies, Bylaws and contract provisions. The CEO has ultimate responsibility for the operations of GRBHO and provides the leadership to oversee and ensure operational compliance with business, financial, quality, and contract performance requirements. The CEO implements policies and develops strategic plans and the goals of the organization and reports directly to the Governing Board. The CEO exercises supervision over all personnel in the organization except for positions that the Governing Board may by Resolution designate as reporting directly to the Governing Board.
- d. Advisory Board:** The Governing Board shall establish an Advisory Board, which shall meet the requirements of the applicable DSHS contract(s) and provide for the inclusion of persons with lived experience, parents or legal guardians of persons with lived experience and/or self-identified as a person in recovery from a behavioral health disorder, law enforcement and/or corrections representation, and will include members from each County. The Advisory Board will meet once in a month if there is business to be conducted

and may rotate the location of these meetings if approved by the Governing Board. Each County authority shall seek local input in selecting its representatives to the Advisory Board. The mechanism for seeking local input shall be left to the discretion of each County. Members of the Advisory Board shall be residents of the appointing Counties. Members of the Advisory Board shall serve at the pleasure of the appointing authority. Appointments to the Advisory Board shall be for three (3) year terms. The Advisory Board shall elect a chair and a vice-chair. The Advisory Board may propose its own by-laws, which may be approved or modified by the Governing Board. The Advisory Board's composition and duties shall be as described in WAC 388-865-0222, as may be amended from time to time, the DSHS contract, or other applicable State agency contract, and in the GRBHO By-laws as adopted by the Governing Board. The Parties shall allow for the inclusion of local Tribal authorities on the GRBHO Advisory Board pursuant to RCW 71.24.300

e. Administrative Entity:

- 1) The Governing Board is vested with general administrative responsibility for GRBHO activities including acting as the fiscal agent for the BHO. The Governing Board shall designate the location of the business office and such other branch offices as the Governing Board deems advisable for the efficient management of GRBHO, after receiving recommendations from the CEO. The Governing Board shall designate the county treasurer of one of the participating counties to be the custodian of all GRBHO funds as provided for in RCW 71.24.100. All BHO funds shall be deposited with the designated county treasurer and such county treasurer shall establish a special fund to be designated "Operating Fund of Great Rivers BHO." Interest on investment of BHO funds shall accrue to the benefit of said operating fund. GRBHO may retain the services of an attorney when deemed necessary and approved by the Governing Board.
- 2) GRBHO shall be composed of divisions with sufficient staffing necessary to carry out administrative and medical/clinical operations. Key administrative functions shall include, but not be limited to: Information systems and reporting; fiscal management; accounting; claims processing; purchasing and contracting; HR/Payroll; Compliance fraud and abuse; legal; public information; support to the BHO Advisory Board and Governing Board; and development and maintenance of administrative policies and procedures. Key medical/clinical functions shall include, but not be limited to: member services; medical management, care management/utilization management/appeals, quality management (QA/QI), provider relations, provider network development, ombudsman, and related policies and procedures development and management. Other functions may include, but are not limited to: specialized BHO program development and design and implementation of Evidence Based Practices. A detailed organizational plan/structure for carrying out these functions shall be approved by Resolution of the Governing Board, after considering the recommendations of the CEO and input from the GRBHO Advisory Board and other system partners.
- 3) Satellite Contracts.

To further the goals of maintaining an on-site presence in each county for implementation of BHO programs, fostering local community input, and coordinating BHO programs with programs managed by county health and human services departments, GRBHO may execute contracts with Cowlitz, Grays Harbor, Pacific, Wahkiakum, and Lewis Counties covering one or more of the following areas of interest:

- (a) County level input;
- (b) Liaison and coordination of programs between GRBHO and the County Health and Human Services Department, including, but not limited to, programs such as jail services, and therapeutic courts.
- (c) Provider network training as independent contractors.
- (d) County advisory boards.

4. INSURANCE, RISK MANAGEMENT, AND INDEMNIFICATION:

- a. **Risk Reserves:** GRBHO will maintain Risk Reserve Funds as required by contract with the State of Washington, Department of Social and Health Services. If at any time, the balance of said Risk Reserve Fund goes below that which is required by contract, the GRBHO CEO shall immediately give notice to each Party to this Agreement and shall give monthly notices of the current balance of said Risk Reserve Fund each month thereafter until the balance of said fund meets the GRBHO contracted requirements. Risk Reserve Funds shall only be used only as allowed in the DSHS or other applicable State agency or contract.

- b. **Responsibility for Employees:** GRBHO employees shall not be considered employees of any of the member Counties. GRBHO shall be responsible for the actions of employees. GRBHO agrees to defend, indemnify, and hold harmless the other Parties to this Agreement against any and all claims arising out of the acts or omissions of the GRBHO employees. GRBHO additionally agrees to defend, indemnify, and hold harmless the other Parties to this Agreement against any and all claims brought by GRBHO employees as a result of their employment, including but not limited to claims for wrongful termination and for violation of employee rights.

- c. **Claims based on acts of subcontractors:** This paragraph shall not be construed to create any rights whatsoever in any person or entity not a Party to this Agreement. The sole purpose of this paragraph is to allocate contribution among the Parties to this Agreement, in the event of claims brought against GRBHO as a result of the acts or omissions of GRBHO's subcontractors. It is the intent of the Parties to this Agreement that GRBHO is not liable for the acts or omissions of GRBHO's independent contractors. The GRBHO Governing Board shall include in all subcontracts provisions requiring subcontractors to indemnify GRBHO against any and all claims attributed to the acts or omissions of said subcontractors. The GRBHO Governing Board shall also require all subcontractors to maintain policies of general and professional liability insurance with limits of not less than \$1,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate. As an additional level of protection, GRBHO shall, with GRBHO funds, purchase a policy or policies of liability insurance to cover against the risk of subcontractor liability. The limits of said additional insurance shall

not be less than the sum of \$20,000,000.00, combined single limit.

- d. Liability, Property Damage and Governing Board member's Errors and Omission Insurance:** The GRBHO Governing Board, with GRBHO Funds, shall purchase and maintain a liability and property damage policy that includes Governing Board members' Errors and Omission Insurance with limits of liability of not less than \$1,000,000.00, combined single limit.

Cowlitz County, Grays Harbor County, Wahkiakum County, Lewis County and Pacific County shall be included as additional named insureds on such policies and such policies shall include each county's officials, employees, agents, and volunteers when they are performing an official function for GRBHO as authorized by the GRBHO Governing Board or CEO. It is acknowledged by the Parties that all insurance coverage required to be provided by GRBHO is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the Parties.

- e. Cooperation and Judgment Sharing of Signatories:** The Parties shall cooperate in the defense of any claims or lawsuits as Signatories to this agreement. Whenever any Party receives a claim or lawsuit that could arise from GRBHO operations, it shall promptly give written notice thereof to the Governing Board and each other Party, and will cooperate reasonably with the other Parties.

In the event the undersigned Parties are subject to judgment on claims incurred jointly and/or severally under this agreement and arising from the operations of GRBHO, each Signatory shall proportionally share potential liabilities arising out of this agreement. A Party's proportionate share is determined by dividing that Party's number of Medicaid covered lives by the total number of Medicaid covered lives in the Regional Service Area at the time judgment is entered. Nothing contained herein is intended to be, nor shall be deemed to be, an admission of any liability to anyone or an admission of the existence of facts upon which liability could be based other than as the Parties being Signatories to this Agreement.

If any Party withdraws from this agreement pursuant to Paragraph 6 below, that Party shall continue to be obligated for their proportionate share of liability, costs and other obligations arising from any claims, damages, costs, judgments, settlements, and other liabilities as Signatories under this agreement or from operations of GRBHO that occurred prior to the effective date of their withdrawal.

- f. Hold Harmless:** Each Party to this Agreement agrees to indemnify and hold harmless all other Parties to this Agreement, their officers, agents, and employees from any claim or action, including but not limited to actions for misappropriation of funds, and provision of services, judgment, or lien for injury to persons or property damage caused by, resulting from or arising out of the sole negligence of the indemnifying Party, its officers, agents or employees. This subparagraph shall survive the termination of this Interlocal Agreement.

5. ASSETS AND LIABILITIES:

(a.) Definitions

For purposes of this Agreement, the term "funds" shall include cash and investments deposited with the designated County Treasurer and shall include the balances in reserve accounts including DSHS contract required risk reserves (Medicaid Risk and Inpatient Reserves, Non-Medicaid Inpatient Reserve Reserves), Operating Reserves (Medicaid), Operating Reserves (Non-Medicaid), Reserves for Encumbrances, Unencumbered Reserves, and Capital Reserves. The term "asset" shall mean real property, tangible personal property, and intangible personal property, including contract rights. On February 15, 2016, or at the next Governing Board meeting thereafter, the existing Finance Committee, which shall include representatives from each of the Parties to this Agreement, will present to the Governing Board for its consideration and approval a detailed plan (hereinafter referred to as the "asset transfer plan") itemizing projected reserve balances and liabilities of Timberlands Regional Support Network and Grays Harbor County Regional Support Network anticipated as of March 31, 2016. The plan will also detail current and ongoing projects that may utilize reserve funds specific to an RSN's spending plan previously approved by its governing board.

(b.) Initial Contributions of Funds and Assets

(i) Funds-Cowlitz and Grays Harbor Counties:

- A.** Grays Harbor County, on behalf of Cowlitz County; and Grays Harbor County, on behalf of Grays Harbor RSN, shall pay funds to GRBHO to be used for start-up costs during the implementation phase of GRBHO. The amount of such payment(s) and the payment schedule shall be as determined by the Implementation Phase Budget to be adopted by the GRBHO Governing Board.
- B.** On or before April 1, 2016, Grays Harbor County, on behalf of Cowlitz County, shall transfer or release to GRBHO the Cowlitz County share of the DSHS contract-required reserves. On or before April 1, 2016, Grays Harbor County, on behalf of Grays Harbor RSN shall transfer or release to GRBHO the Grays Harbor RSN share of the DSHS contract required reserves. At that time, Grays Harbor County and Cowlitz County shall also transfer to GRBHO any personal property identified in the Asset Transfer Plan.
- C.** On or before July 1, 2016, Grays Harbor County, on behalf of Cowlitz County, shall transfer or release to GRBHO 25% of Cowlitz County's proportional share of other reserves as identified in the Asset Transfer Plan; and Grays Harbor County, on behalf of Grays Harbor RSN, shall transfer or release to GRBHO 25% of Grays Harbor RSN's proportional share of other reserves as identified in the Asset Transfer Plan.
- D.** On or before October 1, 2016, Grays Harbor County, on behalf of Cowlitz County, shall transfer or release to GRBHO 50% of Cowlitz County's

proportional share of other reserves as identified in the Asset Transfer Plan; and Grays Harbor County, on behalf of Grays Harbor RSN, shall transfer or release to GRBHO 50% of Grays Harbor RSN's proportional share of other reserves as identified in the Asset Transfer Plan.

- E. On or before April 1, 2017, Grays Harbor County, on behalf of Cowlitz County, shall transfer or release to GRBHO the balance of Cowlitz County's share of other reserves as identified in the Asset Transfer Plan then being held on behalf of Cowlitz County. On or before April 1, 2017, Grays Harbor County, on behalf of Grays Harbor RSN, shall transfer or release to GRBHO the balance of Grays Harbor RSN's share of other reserves as identified in the Asset Transfer Plan then being held on behalf of Grays Harbor RSN. Thereafter, any legitimate patient billings attributed to the operations of Grays Harbor County RSN prior to April 1, 2016, and which are submitted after April 1, 2017, shall be paid by GRBHO.

(ii) Funds-Lewis, Pacific, and Wahkiakum Counties, collectively:

- A. Timberlands RSN, on behalf of Lewis, Pacific, and Wahkiakum Counties, collectively, shall pay funds to GRBHO to be used for start-up costs during the implementation phase of GRBHO. The amount of such payment(s) and the payment schedule shall be as determined by the Implementation Phase Budget to be adopted by the GRBHO Governing Board.
- B. On or before April 1, 2016, Timberlands RSN on behalf of Lewis, Pacific, and Wahkiakum Counties, collectively, shall transfer or release to GRBHO the Timberlands RSN share of the DSHS contract required reserves. At that time, Timberlands RSN shall also transfer to GRBHO any personal property identified in the Asset Transfer Plan.
- C. On or before July 1, 2016, Timberlands RSN shall transfer or release to GRBHO 25% of Timberlands RSN's proportional share of other reserves as identified in the Asset Transfer Plan.
- D. On or before October 1, 2016, Timberlands RSN shall transfer or release to GRBHO 50% of Timberlands RSN's proportional share of other reserves as identified in the Asset Transfer Plan.
- E. On or before April 1, 2017, Timberlands RSN shall transfer or release to GRBHO the balance of Timberlands RSN's share of other reserves as identified in the Asset Transfer Plan. Thereafter, any legitimate patient billings attributed to the operations of Timberlands RSN prior to April 1, 2016, and which are submitted after April 1, 2017, shall be paid by GRBHO.

(iii). Funds - Reconciliation of Contributions:

- A. Final transfers or release of funds (consistent with language above) shall be reconciled based upon finalized revenue and expenditure reports prepared by, or on behalf of, Grays Harbor County RSN and Timberlands RSN.
- B. Grays Harbor RSN and Timberlands RSN will be responsible for paying any outstanding claims for services delivered prior to April 1, 2016, for their residents, except as provided above for claims submitted after April 1, 2017.

(iv). Contract Rights:

- A. Grays Harbor County RSN shall transfer to GRBHO by way of novation or other appropriate legal instrument all of its behavioral health provider contracts and vendor contracts in effect on April 1, 2016.
- B. Lewis, Pacific, and Wahkiakum Counties, collectively, shall transfer to GRBHO by way of novation or other appropriate legal instrument all of the behavioral health provider contracts and vendor contracts held by Timberlands Regional Support Network on April 1, 2016.

(v). Employees:

The employees of Grays Harbor RSN and Timberlands RSN and the constituent counties' Chemical Dependency (CD) and Mental Health administrative personnel as of April 1, 2016, shall be provided an opportunity to apply for employment with GRBHO. GRBHO will make the hiring decision on the basis of relevant criteria, including but not limited to, employment records, qualifications, experience, knowledge, and skills relevant to the functions of the applicable BHO positions. Current employees of Grays Harbor RSN and Timberlands RSN and the constituent counties' Chemical Dependency and Mental Health administrative personnel as of April 1, 2016, shall be given preference over outside applicants for the same position, assuming the competitors have comparable records, qualifications, experience, knowledge, and skills. Those offered an employment opportunity with GHRBO shall be employed by GRBHO on an at-will basis.

(c.) Distribution of Funds and Assets Upon Withdrawal of Party: If Party withdrawing pursuant to the provisions of this Agreement shall be entitled to a distribution of funds and assets, then its proportionate share of the GRBHO Reserves is to be determined according to the following formula:

1. For purposes of this subsection (c), "eligible populations" means Medicaid-eligible disabled and non-disabled adults and children, and any newly eligible adults and children.

2. The withdrawing county shall be entitled to a proportion of GRBHO's Medicaid reserve dollars equal to the number of dollars GRBHO receives for eligible populations residing within the borders of the withdrawing county divided by the number of dollars GRBHO receives for all eligible populations within its service area. This figure shall be calculated as of the effective date of the withdrawing county's withdrawal.

3. The withdrawing county shall also be entitled to a percentage of currently held non-Medicaid reserve dollars equal to the percentage of the population of GRBHO's service area that resides within its borders. The proportionate share of non-Medicaid reserves shall be calculated by dividing the county census population by the BHO census population.

4. The distribution of funds and assets upon withdrawal of a Party may be further defined in the Asset Transfer Plan.

(d.) Disposal of Assets Upon Termination: All assets acquired on or after April 1, 2016, shall be the property of GRBHO, unless otherwise specified by the Governing Board at the time of acquisition of such asset. In the event of termination of this Agreement, all assets of GRBHO, after payment of all claims, obligations, and expenses of GRBHO, shall be distributed to terminating member governments proportionate to their respective covered lives. The Governing Board shall distribute the assets to terminating member governments within six (6) months after the disposition of the last pending claim by GRBHO.

(e.) Property: GRBHO shall acquire, hold and dispose of real and personal property subject to the same restrictions as imposed by Washington State law upon a County of the State of Washington.

(f.) Contingent Liabilities: Upon termination, the Governing Board shall complete and dissolve the business affairs of GRBHO. If liabilities of GRBHO at the time of termination exceed assets, each Party shall pay its share of any additional amounts necessary for final disposition of all claims, as determined according to the contribution and indemnification principles established in Section 4 of this Agreement and after determining the appropriate share of third Parties, if any, including but not limited to contractors of GRBHO and the State.

(g.) Pre-existing Liabilities: GRBHO is not responsible for any liabilities (contractual, tort, or otherwise) incurred or accrued by Timberlands Regional Support Network or Grays Harbor Regional Support Network or any individual member County prior to April 1, 2016. Grays Harbor County and Cowlitz County are not responsible for any pre-existing liabilities

of Timberlands Regional Support Network or any of its individual member counties. Lewis, Pacific, and Wahkiakum Counties are not responsible for any pre-existing liabilities of Grays Harbor Regional Support Network, Grays Harbor County, or Cowlitz County.

- 6. WITHDRAWAL:** Any Party hereto shall have the right to withdraw from this Agreement at any time, PROVIDED that the remaining Parties to this Agreement shall have received written notification of the Party's intention to withdraw at least 120 days prior to the proposed effective date of such withdrawal; and PROVIDED FURTHER, that such notification is received at least 120 days prior to the expiration of the current fiscal year period. Withdrawal of one (1) or more Parties shall not terminate this Agreement for the remaining Parties. In the event that a Party withdraws from GRBHO, the remaining Parties may amend the Agreement for up to three (3) months to continue funding for services for eligible individuals residing within the geographic boundaries of the former member counties so as not to disrupt services to individuals enrolled for behavioral health services with the contracted provider in that area of the GRBHO. A new interlocal agreement must be adopted by the remaining member counties if they determine that they wish to continue Great Rivers Behavioral Health Organization. The newly adopted interlocal agreement will identify the geographic areas where behavioral services will be provided under that agreement. If the withdrawing Party will be providing BHO services or joining another BHO to provide such services, then that Party, subject to DSHS approval, shall be entitled to a lump sum payment as computed according to Section 5 (c). Such funds shall be provided to the withdrawing Party at least thirty (30) days prior to the effective date of the withdrawal.
- 7. LOCAL ACCESS TO SERVICES:** GRBHO shall create an integrated system of care for persons in need of publicly funded behavioral health services. GRBHO shall ensure local access to outpatient community behavioral health services. The BHO shall have at least one (1) licensed mental health center and one (1) licensed chemical dependency treatment center within each County and shall ensure adequate funding for personnel to provide seven (7) day a week / twenty-four (24) hours per day crisis response in each County.
- 8. ADDITIONAL ASSURANCES:**

 - a. Non-Discrimination.** During the performance of this Agreement, no Party to this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any disability in the administration or delivery of services pursuant to this Agreement.
 - b. Debarment.** Each Party certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. A Party shall provide immediate written notice to each of the other Parties if at any time a Party learns that its certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. GRBHO shall not knowingly enter into any lower tier covered transaction with a person that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in any covered transaction unless authorized by the federal department or agency with which the transaction originated. GRBHO shall include the language and requirement of this provision, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties; no third-party beneficiary relationship is intended. Although the Parties recognize that pursuant to this Agreement, services may be provided to individuals receiving services under the Medicaid program, and RCW 71.05, RCW 71.24, RCW 71.34, RCW 70.96 (A), RCW 70.96 (B) and RCW 70.96 (C), it is not the intention of the Parties that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by the Parties to this Agreement.

9. **NEW MEMBERS:** GRBHO, through its Bylaws, shall provide for the reasonable admission of new member governments (including tribal governments).
10. **FINANCING AND BUDGET:** GRBHO shall be financed from State, Federal and local funds legally available for the provision of mental health services. The Governing 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').
11. **TERMINATION OF THE AGREEMENT:** This Agreement may be terminated at any time by the unanimous written consent of all of the Parties. Upon termination, this Agreement and the BHO shall continue for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of GRBHO.
12. **LEGAL NOTICES:** Legal Notices to Parties shall be sent prepaid by certified mail to the Governing Board member of the respective Party at such addresses as may be given in writing to the BHO.
13. **AMENDMENTS:** This Agreement may be amended at any time by the written approval of all of the Parties.
14. **PROHIBITION AGAINST ASSIGNMENT:** No Party may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee or third Party shall have any right, claim, or title to any part, share, interest, fund, or asset of GRBHO.
15. **ENFORCEMENT:** GRBHO may enforce the terms of this Agreement.
16. **COUNTERPARTS:** 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. This Agreement shall be effective upon its execution by five (5) of the named Parties.
17. **FILING OF AGREEMENT:** A copy of this Agreement shall be filed with the County Auditor of Wahkiakum County as required by RCW 39.34.040.
18. **COMPLETE AGREEMENT:** 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 Parties have executed this Agreement by authorized officials thereof on the dates indicated.

BOARD OF COUNTY COMMISSIONERS
COWLITZ COUNTY, WASHINGTON

Michael A. Karnofski, Chairman

Dennis P. Weber, Commissioner

Joe Gardner, Commissioner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:
By:

Jonathan Meyer, Prosecuting Attorney

Glenn Carter, Chief Civil Deputy
Prosecuting Attorney

ATTEST:

Karri Muir, CMC, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON

Wes Cormier, Chair, District 1

Frank Gordon, Commissioner, District 2

Vickie L. Raines, Commissioner, District 3

ATTEST:

Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Edna J. Fund, Chair

P.W. Schulte, Vice Chair

Gary Stamper, Commissioner

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair, District 1

Frank Wolfe, Commissioner, District 2

Lisa Ayers, Commissioner, District 3

ATTEST:

Marie Guernsey, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
WAHKIAKUM COUNTY, WASHINGTON

Mike Backman, Chair, District 1

Daniel L. Cothren, Commissioner, District 2

Blair H. Brady, Commissioner, District 3
ATTEST:

Beth Johnson, Clerk of the Board