

RESOLUTION NO. 2015-DL6-08

A Resolution approving an Interlocal Agreement for the provision of mental health services and ratifying the signature of the Chair.

- 1 WHEREAS the Board entered into an Interlocal agreement to create the Southwest  
2 Washington Behavioral Health Regional Support Network (hereinafter “RSN”) in  
3 conjunction with Cowlitz and Skamania counties; and  
4 WHEREAS, the RSN is responsible for contracting for the provision of services for  
5 eligible citizens in the three counties; and  
6 WHEREAS, more recently Cowlitz county has realigned with a new Mental Health  
7 network, Grays Harbor Regional Support Network (hereinafter “GHRSN”): and  
8 WHEREAS, the RSN has considered this matter at a duly advertised public hearing; and  
9 WHEREAS, following the public hearing the RSN voted to approve the execution of the  
10 Interlocal agreement with GHRSN; and  
11 WHEREAS, approval of the above Interlocal agreement requires the approval of the  
12 Clark County Council; and  
13 WHEREAS, this matter is being considered at an open public meeting and the Council  
14 finds and concludes that adoption of this resolution will further the public health, safety,  
15 and welfare, now therefore,  
16 BE IT RESOLVED, the Board of County Councilors, Clark County, Washington as follows:  
17 1. The Council hereby approves the Interlocal Agreement between the Southwest  
18 Washington Behavioral Health Regional Support Network and the Grays Harbor  
19 Regional Support Network attached as Exhibit “A”.



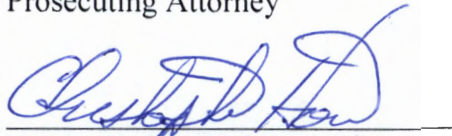
20 2. The Council further ratifies the signature of David Madore as a board member of the  
21 RSN.

22 DATED this 16<sup>th</sup> day of ~~March~~ <sup>June</sup>, 2015.


Attest:

  
Clerk to the Board

Approved as to form only:  
ANTHONY F. GOLIK  
Prosecuting Attorney

  
Deputy Prosecuting Attorney

BOARD OF COUNTY COUNCILORS  
CLARK COUNTY, WASHINGTON

By:   
David Madore, Chair

By: \_\_\_\_\_  
Jeanne E. Stewart, Councilor

By: \_\_\_\_\_  
Tom Mielke, Councilor

# EXHIBIT A



AGENDA DATE: 06/04/2015

RECOMMENDATION FOR BOARD ACTION  
#2015-06-08

**SUBJECT:** Authorize SWBH to enter into an Interlocal Agreement with Grays Harbor RSN ("GHRSN"), pursuant to which SWBH providers will continue to provide care to their existing Cowlitz County patients after Cowlitz County leaves SWBH and joins GHRSN.

**OBJECTIVE:** Provide continuity of care to Cowlitz County mental health services beneficiaries who are currently receiving mental health services from SWBH providers.

**PRESENT SITUATION:** Effective July 1, 2015, Cowlitz County will terminate its participation in SWBH and begin participation in GHRSN. Some number of Cowlitz County residents currently are receiving mental health services from SWBH providers who are not a part of the GHRSN provider network. At least some of these individuals ("Legacy Clients") are expected to continue to need ongoing care. Continuity of care will be disrupted if these individuals must transition to new providers within the GHRSN network or GHRSN would be exposed to out of network charges. All of the relevant SWBH providers may not wish to or be able to obtain contracts directly with GHRSN.

**PROPOSED SITUATION:** SWBH and GHRSN will enter into an Interlocal Agreement, which will allow them to cooperate in the provision of services to Legacy Clients. The Agreement will provide for continuity of care to the Legacy Clients. SWBH providers will continue to provide services to these individuals for as long as the individuals remain in treatment with the applicable SWBH provider. SWBH will bill GHRSN at its DSHS contractual rate, plus a five percent administrative fee. SWBH's Administrator will be the administrator of the Agreement. The term of the agreement will be from July 1, 2015, until March 31, 2016. Either party may terminate the Agreement with 60 days' notice.

**ADVANTAGES:** Current SWBH beneficiaries who are receiving mental health services will not need to transition to new providers when Cowlitz County moves from SWBH to GHRSN. Instead, continuity of care will be maintained. SWBH will be paid an administrative fee to cover the administrative cost and effort involved. SWBH will be able to minimize disruption to these beneficiaries.

**DISADVANTAGES:** SWBH providers will remain financially responsible to provide services to beneficiaries for whom GHRSN will become responsible and begin receiving PMPM payments as of July 1, 2015, under the terms of the DSHS contracts. SWBH will assume some additional administrative responsibility in connection with this arrangement. SWBH will no longer receive state funding for these beneficiaries, and will instead rely on GHRSN to reimburse it for the cost of its services.

**ACTIONS:** Authorize and direct the Administrator / CEO to execute the attached Interlocal Agreement, pursuant to which SWBH providers will continue to provide care to their existing Cowlitz County patients after Cowlitz County leaves SWBH and joins GHRSN.

**SOUTHWEST WASHINGTON BEHAVIORAL HEALTH**  
**and**  
**GRAYS HARBOR REGIONAL SUPPORT NETWORK**  
**INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into by and between SOUTHWEST WASHINGTON BEHAVIORAL HEALTH (“SWBH”), a Regional Support Network, and GRAYS HARBOR REGIONAL SUPPORT NETWORK (“GHRSN”) (each a “Party”), effective as of the **1st day of July, 2015**.

**RECITALS**

**WHEREAS**, RCW Chapter 39.34, entitled the “Interlocal Cooperation Act,” permits local governmental units 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 to provide services and facilities in a manner that will accord best with population and other factors influencing the needs of their local communities;

**WHEREAS**, each Party is a Regional Support Network (“RSN”) formed by its respective member counties under RCW Chapter 71.24 to plan, coordinate and administer mental health services for its respective population, and each such RSN constitutes a “local government unit” within the meaning of RCW Chapter 39.34; and

**WHEREAS**, SWBH and GHRSN each have made appropriate modifications to their governing documents to facilitate the realignment of Cowlitz County from SWBH to GHRSN, effective July 1, 2015;

**WHEREAS**, certain members of Cowlitz County’s population have been receiving mental health services through SWBH’s contracted providers, and the Parties desire to ensure continuity of care in the provision of such services to such individuals; and

**WHEREAS**, the Parties desire to enter into this Agreement to provide for such continuity of care and to establish the rights and obligations of each Party with respect to such provision of care, and the Governing Board of each Party has authorized each Party to do so;

1 SWBH - GHRSN Interlocal Agreement

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### **AGREEMENT**

1. **PURPOSE.** The purpose of this Agreement is to provide for continuity in the delivery of mental health care services to Legacy Clients (as defined below), and to establish the terms and conditions for the delivery of and payment for such care.
2. **DURATION.** This Agreement shall commence as of July 1, 2015, and shall remain in force through March 31, 2016; provided, however, that either Party may terminate the Agreement pursuant to Section 8.
3. **LEGACY CLIENT.** "Legacy Client" shall mean an individual who, as of June 30, 2015:
  - a. Resides in Cowlitz County or otherwise is considered to be a member of Cowlitz County's population pursuant to one or more contracts between SWBH and the Washington Department of Social and Health Services ("DSHS");
  - b. Is currently under the care of a provider (the "SWBH Provider") who has contracted with SWBH to provide mental health care services to SWBH enrollees or beneficiaries; and
  - c. Has not been discharged from care, transferred to another provider, completed his or her treatment plan, or otherwise ceased receiving treatment for 60 days from such SWBH Provider's care.

In the event of a disagreement as to whether an individual qualifies as a Legacy Client, the determination of the SWBH Administrator shall control. Notwithstanding the foregoing, GHRSN may, upon 30 days' written notice to SWBH, terminate the designation of any individual as a Legacy Client.

4. **PROVISION OF CARE.** SWBH shall require each applicable SWBH Provider to provide covered services ("SWBH Provider Services") to the applicable Legacy Client, in accordance with the relevant terms and conditions of the SWBH contract(s) with DSHS. SWBH shall have no obligation to provide services other than the applicable SWBH Provider Services to any Legacy Client.

2 SWBH - GHRSN Interlocal Agreement



**5. INVOICING AND PAYMENT.** SWBH shall submit invoices to GHRSN for SWBH Provider Services, and GHRSN shall pay SWBH for such services, as follows:

- a. Fees. Payment for SWBH Provider Services shall consist of (i) reimbursement at SWBH's contracted rate for SWBH Provider Services, in accordance with the relevant contract(s) between SWBH and DSHS, and (ii) a five percent (5%) administrative fee.
- b. Invoices. SWBH shall submit invoices to GHRSN at the address set forth below. Invoices shall be submitted on a quarterly basis, commencing October 1, 2015.
- c. Payment. GHRSN shall remit payment in full to SWBH at the address set forth below within thirty (30) days of the date of each invoice. SWBH may assess a late fee of .05% per month for each payment that is not submitted within 60 days of the payment due date. To the extent authorized by that certain Amendment No. 1 to the Interlocal Agreement for Joint Regional Support Network entered into as of \_\_\_\_\_, SWBH may offset fees accrued under this Agreement against amounts otherwise payable by SWBH to Cowlitz County or GHRSN.

**6. NOTICES.** All notices, invoices, payments and other communications provided pursuant to this Agreement shall be sent to the Parties at the following addresses:

SWBH:

Southwest Washington  
Behavioral Health  
1601 E. Fourth Plain Blvd.  
Building 17, Suite C214  
Vancouver, WA 98666

GHRSN:

Grays Harbor Regional Support Network

**7. TERMINATION.** This Agreement may be terminated as follows:

- a. Either Party may terminate this Agreement without cause by providing at least sixty (60) days' prior written notice to the other Party and stating a definite termination date.
- b. Either Party may terminate this Agreement for breach upon thirty (30) days' written notice.

8. **ONGOING OBLIGATIONS.** This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law or contract.
9. **INDEMNIFICATION; COOPERATION.** Each Party agrees to defend, indemnify, and hold harmless the other Party, its officers, agents and employees against any and all claims arising out of the sole negligence, recklessness or willful misconduct of the indemnifying Party, its officers, agents or employees. Each Party acknowledges that the SWBH Providers are independent contractors of SWBH, and shall not be considered employees or agents of SWBH. It is the intent of the Parties that, to the full extent allowed under law and DSHS contract, neither Party shall be liable for the acts or omissions of any SWBH Provider. Any third party claims, damages, costs, judgments, settlements, liabilities or related costs incurred by or awarded against either Party ("Damages") arising out of the acts or omissions of a SWBH Provider with respect to a Legacy Client shall be considered the responsibility of GHRSN. The Parties shall cooperate in the defense of any such claims or actions. Whenever any Party receives notice of a claim or action that could arise out of the operation of this Agreement, it shall promptly give written notice thereof to the other Party. This paragraph shall survive termination of this Agreement.
10. **FINANCING AND BUDGET.** Each Party is financed from State, Federal and other funds legally available for the provision of behavioral health and other health and human services. Each Party shall establish and maintain such funds and accounts as may be required by good accounting practices, the State Budget Accounting Reporting System, and any relevant contractual requirements. GHRSN payments under this Agreement shall be drawn from GHRSN's budget, reserves and/or other funds established and maintained in accordance with the above.
11. **AMENDMENTS.** This Agreement may be amended at any time by the written approval of the Parties.
12. **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 either Party.
13. **ENFORCEMENT.** Each Party may enforce the terms of this Agreement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement shall be instituted in a court of competent jurisdiction. The Parties agree that any claim or dispute relating to this Agreement, or any other matters, disputes, or claims among the Parties, shall be subject to non-binding mediation, if agreed to by all Parties.



14. **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 both Parties.

15. **FILING OF AGREEMENT.** A copy of this Agreement shall be filed with the County Auditor of Clark County and the County Auditor of Grays Harbor County, as required by RCW 39.34.040.

16. **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.

**SOUTHWEST WASHINGTON BEHAVIORAL HEALTH**

\_\_\_\_\_  
By Brian Cameron, Administrator

\_\_\_\_\_  
Date

**GRAYS HARBOR REGIONAL SUPPORT NETWORK**

\_\_\_\_\_  
By [Name], [Title]

\_\_\_\_\_  
Date