

# Greater Columbia Behavioral Health Bylaws

## Article 1 Offices

1. Regional Office. The Regional Office of Greater Columbia Behavioral Health ("GCBH") shall be located in Benton County, Washington. The Board of Directors of GCBH may change the location of the Regional Office provided, however, that the office shall always be located within one of the Member Governments of GCBH.
2. Other Offices. The Board of Directors may establish other offices at any time, at any place within one or more Member Governments.

## Article 2 Board of Directors

1. General Powers. The affairs of GCBH shall be managed by its Board of Directors ("Board").
2. Composition and Selection. GCBH shall be governed by a Board of Directors ("Board") which shall be composed of one Director from each Member Government. Each Director shall be appointed by and serve at the pleasure of their Member Government. Each Member Government shall also appoint at least one Alternate Director.
  - (a) An Alternate Director shall attend meetings and vote in the absence of the Director. "Absence," as the term is used in this section, includes "vacancy" as defined below in this Article.
  - (b) Appointment of a Board member shall be effective upon receipt of a written notice of appointment at the GCBH Regional Office. Removal of a Board member by a Member Government shall be effective upon receipt of a written notice of termination at the GCBH Regional Office.
  - (c) If a Member Government's membership in GCBH is terminated for any reason by any method, that Member Government shall no longer have a Director on the Board or on any Committee created by the Board.
3. Vacancies. A vacancy in the Board shall exist in case of death, resignation, expiration of term, or removal of a Director by the Member Government that made the appointment, or when the Director ceases to be an employee or official of the appointing Member Government. Vacancies in the positions of Director or Alternate Director shall be filled in the manner provided by these Bylaws for regular appointment of such persons.

4. Compensation. Reasonable and necessary expenses incurred by members of the Board for attendance at meetings of the Board and its committees, or in pursuit of GCBH business, may be reimbursed.
5. Meetings.
  - (a) Annual Meetings. The annual meeting of the Board shall be held in January of each year at a date and time designated by the Board. At the meeting, the affairs of GCBH shall be considered and any other business may be transacted which is within the powers of the Board. The election of officers shall take place every even-numbered year for a two year term.
  - (b) Regular Meetings. The Chair of the Board shall establish the dates for regular monthly meetings. The annual meeting held in January shall serve as a regular meeting.
  - (c) Special Meetings. Special meetings of the Board, for the purpose of taking any action which is within the powers of the Board, may be called at any time by the Chair or by not less than seven (7) Directors. Upon receipt of a written request that a special meeting of the Board be called for any proper purpose, the Chair forthwith shall cause notice to be given to the Member Governments that a meeting will be held at a time requested by the Chair or Directors calling the meeting. The meeting shall be held not less than twenty-four (24) hours nor more than twenty-one (21) days after receipt of the request. No business other than that specified in the notice of the special meeting shall be transacted at that meeting. Special meetings may be by means of a conference telephone or similar communications equipment. All persons participating in a telephone conference meeting must hear each other simultaneously. Participation by such means shall constitute presence in person at the meeting.
6. Notice. Notice of each annual, regular and special meeting shall be given to each Director by mail or other means of communication, in the manner provided by law. Such notice shall specify:
  - (a) The place, the date, and the hour of such meeting;
  - (b) A proposed agenda for the meeting which, providing the meeting is not a special meeting, shall not preclude the Board from addressing matters not on the proposed agenda;
  - (c) Such other matters, if any, as may be expressly required by statute or by the Interlocal Agreement creating GCBH.
7. Place of Meeting. All meetings of the Board shall be held at the Regional Office or at a place designated by the Chair.

8. Quorum. A majority of the Directors of the Board shall constitute a quorum for the transaction of business. The Board must have and maintain a quorum in order to do business and take board action.
9. Adjourned Meetings.
  - (a) Adjournment. Any meeting of the Board, regardless of whether a quorum is present, may be adjourned from time to time by the vote of a majority of the Directors present.
  - (b) Notice. When any meeting of the Board is adjourned for ten (10) days or more, notice of the reconvening of an adjourned meeting shall be given as in the case of an original meeting. When reconvening an adjourned meeting for less than the (10) days, except as specifically provided herein or by law, it shall be unnecessary to give any notice of the time and place or of the business to be transacted, other than by announcement of the time and place of reconvening at the meeting at which such adjournment is taken.
10. Rules of Procedure for Meetings. All meetings of the Board shall be conducted in accordance with Robert's Rules of Order, except where such are in conflict with the law, the Interlocal Agreement creating GCBH, or these Bylaws, whereupon the later three in the listed order of priority shall govern over Robert's Rules of Order.
11. Voting. Member governments which are members on the day of a meeting of the Board shall be entitled to vote at the meeting. Every Member Government shall have one vote. Proxy voting shall be permitted only upon the receipt of written authorization for such proxy signed and dated by the absent Board member and submitted to the Chair prior to the vote and acknowledged by the Chair for the record. Separate authorization shall be required for each meeting of the Board. A vote of the majority of those Directors by proxy and as present at a meeting shall be sufficient to constitute action by the Board.

On the day of the Board of Directors meeting, in the event of an emergency preventing a Board member's attendance at the meeting, a majority vote of the Board members present may allow the acceptance of a verbal (telephone) proxy offered by the member, and auditorily witnessed by two Board members. An emergency is defined as an unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action.

## Article 3 Officers

1. Officers. The officers of GCBH shall be a Chair, no more than two Vice Chairs, Secretary and Treasurer. The Board may in addition provide for other officers as it deems necessary for the performance of the business of the GCRSN.
2. Election and Term of Office. Officers of GCBH shall be elected by the Board, from its members, at the annual meeting in January and shall serve a term of two years, or until replaced by subsequent election. Each officer's term shall commence upon that officer's election.
3. Removal. Any officer may be removed without cause by a two-thirds vote of the Board at any regular or special meeting at which a quorum is present.
4. Resignation. An officer may resign at any time by giving written notice to the Board or to the Chair. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Upon resignation, removal or otherwise occurring vacancy of an officer, the Board shall hold an election at the next regular meeting to fill the position for the remainder of the term.

5. Chair. The Chair shall be the Chief Executive Officer of GCBH and in general shall supervise the business and affairs of GCBH. The Chair shall chair the Board and the Executive Committee, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.
6. Vice Chairs. In the absence of the Chair or in the event of his/her inability or refusal to perform the duties of the Chair, at the direction of the Executive Committee or Board, a Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of the Chair.
7. Secretary. The Secretary shall assure that minutes of actions are taken at all meetings of the Board, the notices given thereof, the names of those present at the meetings and the proceedings thereof, shall be sent to each Director. The minutes of all meetings of the Board shall be sent as soon as possible after each meeting. The Secretary shall assure that meeting notices are given in accordance with the bylaws. The Secretary shall assure that the official GCBH documents and records, including the book of minutes of Board meetings and a list of all Directors and Alternate Directors, are kept at the Regional Office of GCBH. The Secretary shall assure distribution to the Directors copies of the same, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.
8. Treasurer. The Treasurer shall assure that adequate and correct financial records of GCBH, including accounts of its assets, liabilities, receipts and disbursements, are

kept and maintained and reported as directed by the Board. The Treasurer shall assure that financial adopted policies and procedures shall be followed and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

9. Executive Committee. The Executive Committee shall consist of the Chair, no more than two Vice Chairs, Secretary, Treasurer, and immediate past Chair. Each Executive Committee member has one vote. The Regional Advisory Board Chair shall be an ex-officio, non-voting member. The Chair shall chair the committee, which shall meet monthly unless canceled by the Chair. The Board shall avoid a Board member majority on the Executive Committee.

(a) Duties. The Executive Committee shall have the following powers and duties:

- i. Recommends to the Board adoption of the budget and approval of the monthly expenditures.
- ii. Conducts or authorizes general business of GCBH at the pleasure of the Board.

(b) Board Review. The Board shall review, approve, disapprove or modify all acts of the Executive Committee. Each Board member shall be provided a copy of the minutes of Executive Committee meetings. A majority vote of the Board shall supersede any acts of the Executive Committee.

(c) Unless so authorized by the Board, the Executive Committee shall not have any power or authority to bind GCBH by any contract or engagement or to pledge or to render it liable for any purpose or to any amount.

## **Article 4 Committees**

1. Committees. The Chair may appoint Directors to committees to assist the Board with its duties. The Board and/or Chair shall create committees by resolution which shall include information regarding the membership, parameters of the committee, allocation of funding, reporting structure and a review date.

## **Article 5 Regional Office**

Appointment and Removal. The Board shall hire an RSN/PHP Coordinator who shall serve at the pleasure of the Board. Such employment shall be at will with such terms and conditions as approved by the Board and determined to be appropriate. In the absence of an RSN/PHP Coordinator, a Member Government Director shall at the request of the Board, act as the RSN/PHP Coordinator on a temporary basis and be

responsible for the day to day conduct of GCBH business until a new RSN/PHP Coordinator may be employed.

Powers and Duties. The Regional Office through the RSN/PHP Coordinator shall:

- (a) carry out the orders of the Executive Committee and the Board and shall be responsible to the Executive Committee and the Board for the efficient administration of the affairs of GCBH;
  - (b) keep the Executive Committee and the Board advised of the affairs of GCBH;
  - (c) have such other powers and duties as may be determined by the Board;
  - (d) accept and deposit all funds with the Treasurer of the Member Government in which the Regional Office is located;
  - (e) assure that all funds are invested by the Member Government Treasurer for the sole benefit of GCBH;
  - (f) submit a register of revenues and expenditures to the Executive Committee for review and approval.
3. Authorization to Sign Contracts. The Board may authorize the RSN/PHP Coordinator to enter into any contract or execute any instrument in the name of and on behalf of GCBH, and such Board authorization may be general or confined to specific instances. Unless so authorized by the Board, the RSN/PHP Coordinator shall not have any power or authority to bind GCBH by any contract or engagement or to pledge or to render it liable for any purpose or to any amount.
4. The RSN/PHP Coordinator shall have authority to hire, dismiss, and supervise all employees of GCBH subject to GCBH Policies and Procedures.

## **Article 6 Operations and Finances**

- 1. Each Member Government of GCBH shall receive all funding as approved by the Board of Directors.
- 2. Accounts. The Board shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles (GAAP) and the Washington State Budget Accounting Reporting System ("BARS").
- 3. Fiscal Year. The fiscal year of GCBH shall be from July 1 through June 30.
- 4. Audit. The Board shall provide for an annual audit of the accounts and records of GCBH by either the State Auditor or a Certified Public Accountant. Such audit shall

conform to generally accepted accounting practices. Audit costs shall be borne by GCBH administrative costs.

5. Deposit of Funds and Warrants. All funds of GCBH shall be deposited with the member government in which the Regional Office is located. All expenses of GCBH shall be processed by the Member Government using GCBH funds.
6. Annual Report. The Board shall send an annual report to the Member Governments not later than four (4) months after the close of each fiscal year. Such report shall contain a balance sheet as of the end of the fiscal year, an income statement and statement of changes in financial position for the fiscal year, the annual audit report.
7. Inspection of GCBH Records. The accounting books and records, the list of Member Governments' designated representatives, and minutes of proceedings of the Board of Directors shall be open to public inspection at any reasonable time. The right of inspection includes the right to copy and make extracts.
8. Pre-Existing Facilities and Assets. All assets used by GCBH and owned by a Member Government prior to the establishment of GCBH shall remain the property of the member government during the duration of GCBH and following any dissolution of GCBH and concluding its affairs.
9. Capital Improvement of Pre-Existing Facilities and Assets. GCBH shall have the authority, upon the agreement of the owning member government, to make capital improvements to any pre-existing asset or facility. In the event of termination of the owning member government as a member, the Board of Directors shall determine the Fair Market Value of the improvement as of the date of termination or dissolution. The decision of the Board shall be binding and not appealable. The owning member government shall pay to GCBH the fair market value of the improvements. All capital improvements to pre-existing assets and facilities shall become and remain the property of the owning Member Government subject to GCBH's claim to reimbursement as set forth in this paragraph.
10. Assets and Facilities Acquired by GCBH. GCBH shall have authority to acquire, manage and operate any asset or facility in its own name as the Board of Directors may deem appropriate. Any asset or facility so acquired shall be the property of GCBH and not any Member Government. In the event any Member Government terminates its membership of GCBH, it shall not have any claim against GCBH or any of its Member Governments or the asset or facility of GCBH or the value thereof.
11. Assets and Facilities Owned by GCBH. In the event of a dissolution of GCBH, each Member Government shall receive its pro-rata share of the value of each asset or facility owned by GCBH as determined by the GCBH Board of Directors.

12. Operation of Facilities. GCBH shall have the authority to operate facilities and provide direct client services as determined by the Board and permitted by law.
13. Revenue. GCBH is authorized to accept revenue from the State of Washington, the U.S. Government, Member Governments and any other source which is not precluded by any law governing GCBH.
14. Budget. The Board shall adopt an annual budget consistent with anticipated revenue from all sources. The Board shall have no authority to adopt a budget in which expenditures exceed revenue plus cash reserves.
15. Excess Financial Obligations. In the event GCBH incurs financial obligations which are in excess of its budget and its cash reserves, this financial obligation shall be paid by the Member Governments in the same proportion as their share of GCBH funding.

## **Article 7 New Member Governments**

1. Membership. A new Member Government may join GCBH, after approval of a majority vote of the Board and shall become an active participant member of GCBH commencing on the date specified by the Board.
2. New Member Government Interest in GCBH Assets. A new Member Government shall not assume any liability of GCBH, funded or unfunded, which arose prior to the date it became a member of GCBH. A new Member Government shall have no claim to any assets of GCBH which were acquired by GCBH prior to the date the new Member Government became a member. In accordance with Article 6, a new Member Government shall share in GCBH liabilities and assets arising or acquired after the date the Member Government becomes a member.

## **Article 8 Duty to Indemnify and Hold Harmless**

1. Member Government Operated Facilities and Member Government Providing Services. In the event any Member Government shall operate a facility or in any other manner provide direct service to clients, and such action shall result in a claim being made against GCBH, the Member Government providing the service or operating the facility shall have the obligation to appear and defend any such claim without any right to reimbursement or contribution by GCBH. In addition, the Member Government shall indemnify and hold GCBH, its Board, its employees and agents harmless from liability for any such claim.

2. GCBH Operated Facilities and GCBH Providing Services. In the event GCBH shall operate any facility or in any other manner provide direct service to clients, and such action shall result in a claim being made against any Member Government, GCBH shall have the obligation to appear and defend any such claim without right to any reimbursement or contribution. In addition, GCBH shall indemnify and hold Member Governments, its elected officials, employees and agents harmless from liability for any such claim. GCBH's obligation to defend, indemnify and hold harmless as stated in this paragraph shall be limited to GCBH's available insurance coverage plus available cash reserves, as declared by the Board.
3. Indemnification. GCBH shall indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, solely by reason of the fact that he or she is or was a director, officer, employee, or agent of GCBH, against expenses (including attorneys fees), judgments, fines, and amount paid in settlement actually and reasonable incurred by him/her in connection with such action, suit or proceeding. Such indemnification may, in the discretion of the Board, include advances of his/her expenses in advance of final disposition of such action, suit or proceedings, subject to the provisions of any applicable law.
4. Pre-Existing Claims. In the event any Member Government shall have any pre-existing claims against it for its operation of a facility or in any other provision of a direct service to clients which resulted or shall result in a claim being made against GCBH, the Member Government providing the service or operating the facility shall have the obligation to appear and defend any such claim without any right to reimbursement or contribution by GCBH. In addition, the Member Government shall indemnify and hold GCBH, its Board, its employees and agents harmless from liability for any such claim.

## **Article 9 Conflict of Interest and Appearance of Fairness**

1. GCBH is subject to Washington State law regarding conflicts of interest and the appearance of fairness. Where conflicts of interest or appearance of fairness issues arise, the affected Member Governments shall conform to the advice of GCBH legal counsel. However, if the affected Member Government disagrees with the advice of GCBH legal counsel, the Board may by majority vote exclude a Member Government Director from a portion of any executive session where a matter of potential legal conflict between GCBH and the Member Government of the Director is to be discussed.
2. All GCBH Board members shall also comply with the GCBH Conflict of Interest Policy as adopted and amended by the GCBH Board of Directors.

## **Article 10 Regional Advisory Board**

1. Establishment. GCBH has established a Regional Advisory Board.
2. Appointment of Members. Appointments to the GCBH Advisory Board shall be made as follows:
  - (a) Prospective members complete an application form and then will be interviewed by members of the Regional Advisory Board.
  - (b) The Regional Advisory Board will recommend the prospective member to the GCBH Executive Committee for appointment.
  - (c) The Executive Committee will review the application and recommendation, and if approved, the Chair will appoint the prospective new member.

Membership shall consist of four (4) members from each of the three established provider networks and one (1) position for the Yakama Nation for a total of thirteen (13) members.

- (a) Provider Networks:
  - i. Western: Yakima, Kittitas, Klickitat, and Skamania Counties.
  - ii. Central: Benton and Franklin Counties.
  - iii. Eastern: Walla Walla, Columbia, Garfield, Asotin, and Whitman Counties.

3. Quorum. A simple majority shall constitute a quorum for the transaction of business.
4. Compliance with Representation Requirements. The Regional Office shall review and monitor Advisory Board membership to insure that the membership meets the criteria of representing various populations and interest groups as required by applicable statute and regulations. In the event the Advisory Board is not in accordance with applicable statute and regulations, the Board of Directors shall determine the Regional Advisory Board membership changes so as to meet the representation requirements of the applicable statutes and regulations.
5. Duties. The Greater Columbia Behavioral Health Advisory Board shall advise the Region by reviewing and providing comments on the plans and policies of GCBH. In addition, the Regional Advisory Board shall develop an annual workplan in conjunction with the Board of Directors. The Chair of the Advisory Board or designee shall be an ex-officio, non-voting member of the Board of Directors and the Executive Committee and as specified in the GCBH Advisory Board Bylaws.

## **Article 11 Withdrawal and Termination**

1. Termination for Cause. A Member Government's participation in GCBH may be terminated for cause for the reasons and in the manner stated in the Greater Columbia Behavioral Health Interlocal Agreement.
2. Voluntary Withdrawal. Any member may voluntarily withdraw provided it has given three months written notice of its intent to withdraw to the Chair of the Board of Directors.
3. Termination of GCBH. GCBH may be terminated in accordance with Article 11 of the Greater Columbia Behavioral Health Interlocal Agreement. The Board of Directors will continue to operate GCBH in order to conclude its affairs and terminate any of its contractual obligations.
4. Termination or Withdrawal of Individual Members. Pursuant to Article 10 of the Greater Columbia Behavioral Health Interlocal Agreement, any Member Government involuntarily terminated or voluntarily withdrawing may do so without any claim for any assets of GCBH or for any revenue expected by GCBH, except the Member Government shall be paid for service provided by the Member Government to GCBH up to the effective date of the termination. Any terminating or withdrawing Member Government shall remain liable for its pro-rata share based upon the GCBH formula of any unpaid or unfunded liabilities of GCBH incurred before or existing on the date of withdrawal.
5. Assets of GCBH may be liquidated at fair market value as determined by the Board. Proceeds from liquidation, all liquid assets and non-liquidated assets shall be distributed to the Member Governments as set forth in Article 6 above. Distribution to the Member Governments of these funds, properties and non-liquidated assets shall be made only after all obligations of GCBH have been paid.
6. Any unfunded or unpaid liability remaining shall be paid directly by the individual Member Governments in proportion to their respective pro rata share of GCBH revenue.

## Article 12 Amendments

1. New Bylaws may be adopted or these Bylaws, or any portion hereof, may be amended or repealed by an affirmative two-thirds vote of the Board of Directors following thirty (30) days written notice including a copy of the proposed change(s).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997

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Asotin County

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Skamania County

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Benton/Franklin Counties

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Walla Walla County

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Columbia County

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Whitman County

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Garfield County

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Yakama Nation

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Kittitas County

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Yakima County

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Klickitat County