

**INTERGOVERNMENTAL AGREEMENT CREATING
THE MID-VALLEY BEHAVIORAL CARE NETWORK**

Restated Effective February 15, 2017

1. Organization and Name

- 1.1 There is hereby established an intergovernmental organization under the provisions of Oregon Revised Statutes Chapter 190 to be known as the Mid-Valley Behavioral Care Network, hereinafter referred to as the MVBCN. This organization shall have responsibility and authority in the management of the Oregon Health Plan (OHP) mental health and chemical dependency benefit for OHP members of Willamette Valley Community Health, a Coordinated Care Organization serving residents of Marion and Polk counties.
- 1.2 Supervision and management of this organization shall be exercised by the Board of Directors and administrative staff, as set forth herein. The Board of Directors shall create a Regional Advisory Council to identify issues and opportunities related to improving the mental health of WVCH members. Day-to-day operations shall be the responsibility of the Executive Director, selected by the Board of Directors.

2. Membership of the Organization

- 2.1 The Mid-Valley Behavioral Care Network shall consist of Marion County and Polk County, each hereinafter referred to as a Member County.
- 2.2 The Board of Directors shall consist of 10 voting positions of the following:
- 2.2.1 The entire Board of Commissioners from each Member County (6 positions),
- 2.2.2 Either the county administrator or chief administrative officer for each Member County, or another individual as appointed by each respective member county Board of Commissioners. (2 positions),
- 2.2.3 A Provider, that contracts with the MVBCN selected to serve on the Executive Committee per § 4.4.2. (1 position), and
- 2.2.4 A Consumer Representative who must be a WVCH member selected to serve on the Executive Committee per § 4.4.3. (1 position).
- 2.3 The Board of Directors may appoint ex officio members to the Board of Directors. These members shall have no voting authority.

3. Voting Authority; Quorum

- 3.1 Decisions of the Board of Directors shall be made by a majority vote of the Board of Directors, provided a quorum has been established.
 - 3.2 A quorum shall consist of a majority of Directors and must include one elected Commissioner from each member county.
 - 3.3 In the event the number of commissioners representing a Member County is increased above three, the Member County shall retain three Director's votes to represent the elected officials on the Board of Directors.
4. Board Responsibilities
- 4.1 The Board of Directors shall be responsible for:
 - 4.1.1 Governance: Approve governance and administrative policies and procedures.
 - 4.1.2 Strategic Planning and Business Development: Review and approve plans and alliances consistent with MVBCN mission and priorities.
 - 4.1.3 Contracting: Serve as the MVBCN Contract Review Board and approve MVBCN contracts. The Board of Directors may delegate contract approval authority by Board action as deemed necessary.
 - 4.1.4 Risk Management: Oversee the organization's response to fiscal and legal risks.
 - 4.1.5 Financial: Set policies regarding fund distribution and approve budgets for the organization. Annually receive, review and approve an independent auditor's report.
 - 4.1.6 Other Duties: All other duties and functions necessary to further the purpose of providing mental health and chemical dependency treatment services to the residents of Member Counties.
 - 4.1.7 Approve the recruitment, hiring and evaluation of the Executive Director upon recommendation by the Executive Committee.
 - 4.2 The Board of Directors shall elect from its own membership a chairperson and vice chairperson, which shall be one Director from Marion County and one director from Polk County. The term of each office shall be two years. The Chairperson shall preside over the meetings of the Board of Directors and the meetings of the Executive Committee and shall see that decisions and resolutions of the Board of Directors are carried into effect. The Vice Chairperson shall act as Chairperson in the absence thereof.

4.3 The Board of Directors shall meet periodically. All meetings are subject to the provisions of Oregon Revised Statutes (ORS) Chapter 192. The Board of Directors from time to time may also conduct special meetings upon the request of the Chairperson or Director from any of the Member Counties, upon such notice as is provided under the requirements of ORS Chapter 192.

4.3.1 Minutes of all meetings shall be recorded and maintained.

4.3.2 Meetings shall be governed by Robert's Rules of Order Newly Revised except where other parliamentary procedures are provided for in this agreement or adopted by the Board.

4.4 Executive Committee

4.4.1 The Board of Directors shall establish an Executive Committee. The Executive Committee shall be a six person committee, and shall be comprised of the Board of Directors Chair and Vice Chair per § 4.2, one additional commissioner, county administrator or chief administrative officer or other individual appointed pursuant to §2.2.2 from each Member County, and one provider and one consumer appointed to the Board of Directors pursuant to § 4.4.2. The Board of Directors Chair and Vice Chair shall be the Chair and Vice Chair of the Executive Committee as well, pursuant to § 4.2. A quorum of the Executive Committee shall be a majority of the appointed members and shall include at least three (3) of the four (4) representatives of the member counties. The Executive Committee may take action on behalf of the full Board at or between regularly scheduled Board of Directors meetings. Additionally, the Executive Committee may make recommendations to the full Board or Executive Director on all matters of interest or concern, including policy, administration or organization of the MVBCN. The Executive Committee may be convened by the Chair or by the Executive Director. The Board of Directors has the discretionary power to delegate to the Executive Committee the ability to take any action on matters within the scope of the delegation.

4.4.2 Appointment of non-Member County Board members: The Member County Executive Committee members shall appoint one MVBCN contracted provider to the Board. The MVBCN contracted providers may also designate an alternate provider from the approved slate to serve as a voting member in the absence of first appointed provider at a particular meeting. A temporary designation is in effect only for that single meeting. The provider position(s) shall be appointed by the Executive Committee from a slate of individuals provided by a consensus of the MVBCN contracted providers.

4.4.3 The Member County Executive Committee members shall also appoint one Consumer Representative who must be a WVCH member. The Member County Board members may solicit applications from interested Consumer

Representatives, or receive recommendations for appointment from community partners or providers.

4.4.4 Terms shall be as follows: For initial appointment, the provider and consumer shall initially be appointed for two years; Terms may be renewed one time, unless the board specifically authorizes an additional term to meet the needs of MVBCN for provider and consumer representatives.

4.5 If one or more of the Executive Committee commissioners (Chair or Vice Chair) is unable to participate in an Executive Committee meeting, any other Commissioner from the County represented by the absent Commissioner may be designated by the absent commissioner to temporarily serve as an Executive Committee member for the scheduled meeting. Such a temporary designation is in effect only for that single meeting.

5. Administration

Administrative tasks shall be performed by the Executive Director and other administrative staff who shall be hired, supervised, and fired by the Executive Director or designated staff.

Responsibilities of administrative staff will include the following:

5.1 Planning: Development of strategic and business plans.

5.2 Contracting: Negotiating contracts, performance requirements and payment rates; evaluating and drafting contracts; performing under such contracts and ensuring MVBCN's compliance therewith. Approval of contracts shall be pursuant to § 2.1.3.

5.3 Risk: Plan for and manage financial and legal risks.

5.4 Financial: Preparing budgets and reports, maintaining fund accountability; briefing the Board of Directors on financial matters.

5.5 Utilization Management: Coordinating the authorization of and payment for specialized and inpatient services, maintaining a database of current enrollees, developing protocols and preparing reports.

5.6 Quality Improvement and Technical Assistance: Developing standards for quality assurance and improvement, providing technical assistance and disseminating "best practices".

5.7 Compliance and Accountability: Ensuring MVBCN's compliance with all laws, regulations, contracts and other rules or terms to which MVBCN is or may be subject, and performing such oversight functions as are necessary to ensure MVBCN's contractor's accountability under and compliance with such laws, contracts, rules and terms.

5.8 Other Administrative Duties: Staff and provider training; developing data systems for managing services and providing user technical assistance; enrollee and provider customer service; and other duties and functions as directed by the Board of Directors.

6. Budget - Funding

The annual operating budget shall be developed by the Executive Director, and presented to the MVBCN Board of Directors for approval. MVBCN may receive funds from and/or pay funds to Coordinated Care Organizations or other health care insurers or funding sources to arrange and manage mental health and chemical dependency treatment services. MVBCN is not obligated to comply with the provisions of Local Budget Law. The Member Counties shall not be required to provide any funds to MVBCN; however, to the extent funds are provided to MVBCN by the Member Counties, such funds shall be provided by the Member Counties in the same proportion as which funds are allocated to the Member Counties under Section 9 hereof, unless specifically agreed otherwise by the Member Counties.

7. Funding shall be obtained as follows:

MVBCN may receive funds for behavioral health services and management services from public and private entities. Monies received by the MVBCN shall be allocated to counties in the region and to providers, and shall be accounted for, via a pre-determined methodology approved by the Board of Directors. Said funding methodology may include retention at the regional level for purposes such as regional administration, management information services, and specialized and inpatient services as approved by the Board of Directors.

8. Insurance

MVBCN shall purchase liability insurance in an amount equal to the limits set in the Oregon Tort Claims Act to protect its board members, employees and volunteers. Liability insurance shall be sufficient to cover multiple claims or occurrences with each occurrence covered up to the limits of the Oregon Tort Claims Act. MVBCN shall also purchase Directors and Officers insurance.

9. Review/Evaluation

This agreement will be reviewed periodically by the Board of Directors to evaluate the efficiency of the present organizational structure. Adjustments or modifications to the roles and responsibilities of the board, Executive Committee, the Executive Director, and administrative staff shall be made in accordance with paragraph 12.

10. Amendments

This agreement may be amended only by a unanimous vote of the Board of Directors.

11. Admission of New Parties

Additional counties may be added to the MVBCN through the amendment process.

12. Termination

12.1 Any party may terminate this Agreement without cause by giving one hundred eighty (180) days advance written notice to all other parties. A shorter notice may be accepted if all Member Counties agree.

12.2 A Member County which has terminated, voluntarily or involuntarily, its membership under this section shall be entitled to a distribution in accordance with the following provisions:

12.2.1 Distribution to the terminated county must be authorized by the Board of Directors or Executive Committee.

12.2.2 Distribution to a terminated county shall be in an amount equal to a percentage of MVBCN's reserves after taking into account all accrued liabilities of MVBCN, as of the effective date of termination. The percentage to which a Member County shall be entitled shall equal the average of that Member County's "Revenue Share" and "Utilization Share" for the previous fiscal year, as such terms are used in MVBCN's accounting and financial records. For example, if a Member County with a twenty percent (20%) Utilization Share and a thirty percent (30%) Revenue Share were to terminate its membership, such Member County would be entitled to a distribution of twenty five percent (25%) of MVBCN's then-existing reserves, less liabilities.

13. Automatic Extension

This agreement shall be automatically extended from year-to-year on the same terms and conditions unless it is terminated by unanimous vote of the Member Counties.

14. Effective Date of Agreement

This agreement shall become effective on [January 24, 2017], or upon the approval of the governing bodies of Marion and Polk Counties, whichever is later.

15. Validity of Agreement

If any part, paragraph, article, or provision of the agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining article, part, or provision of this agreement. This agreement shall be executed on behalf of each Member County upon written authorization from its governing body.

16. Transfer of Personnel

In the event that any employee, staff, or personnel is transferred to MVBCN from any Member County, or vice versa, then the continuity of employment benefits of such employee following the transfer shall be as determined by the Board of Directors if the transfer is to MVBCN and by a Member County if the transfer is to such Member County.

17. Transfer of Property

Any transfer of real or personal property to MVBCN from a Member County, or vice versa, shall only be made in accordance with the terms of this Agreement and applicable law and, except as to transfers made in the ordinary course of business or under Section 9 hereof, such transfer must be approved by the Board of Directors and the Member Counties.