



SALISH BEHAVIORAL HEALTH
ADMINISTRATIVE SERVICES ORGANIZATION
EXECUTIVE BOARD
MEETING

Providing Behavioral Health Services in
Clallam, Jefferson and Kitsap Counties

DATE: Friday, September 15, 2023
TIME: 9:00 AM – 11:00 AM
LOCATION: Jamestown S’Klallam Red Cedar Hall Alderwood Room
1033 Old Blyn Hwy, Sequim, WA 98382

LINK TO JOIN BY COMPUTER OR PHONE APP:

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A G E N D A

[Salish Behavioral Health Administrative Services Organization – Executive Board](#)

1. Call To Order
2. Announcements/Introductions
3. Opportunity to Address the Board on Agenda Topics (limited to 3 minutes each)
4. Approval of Agenda
5. Approval of SBH-ASO Executive Board Minutes for May 19, 2023 (Attachment 5)
6. Action Items
 - a. Advisory Board Co-Responder RFP Review Committee Recommendations
 - b. Opioid Abatement Council (OAC) Approval of Clallam and Jefferson County Spending Plans (Attachment 6.b)
 - c. Renewal of SBH-ASO Interlocal Agreement (Attachment 6.c)
7. Informational Items
 - a. Trueblood Phase 3 Implementation
 - b. Assisted Outpatient Treatment Expansion
 - c. 2024 Board Meetings
8. Opportunity for Public Comment (limited to 3 minutes each)
9. Adjournment

ACRONYMS

ACH	Accountable Community of Health
ASAM	Criteria used to determine substance use disorder treatment
BHAB	Behavioral Health Advisory Board
BH-ASO	Behavioral Health Administrative Services Organization
CAP	Corrective Action Plan
CMS	Center for Medicaid & Medicare Services (federal)
COVID-19	Coronavirus Disease 2019
CPC	Certified Peer Counselor
CRIS	Crisis Response Improvement Strategy
DBHR	Division of Behavioral Health & Recovery
DCFS	Division of Child & Family Services
DCR	Designated Crisis Responder
DDA	Developmental Disabilities Administration
DSHS	Department of Social and Health Services
E&T	Evaluation and Treatment Center (i.e., AUI, YIU)
EBP	Evidence Based Practice
FIMC	Full Integration of Medicaid Services
FYSVRT	Family, Youth and System Partner Round Table
HARPS	Housing and Recovery through Peer Services
HCA	Health Care Authority
HCS	Home and Community Services
HIPAA	Health Insurance Portability & Accountability Act
HRSA	Health and Rehabilitation Services Administration
IMD	Institutes for the Mentally Diseased
IS	Information Services
ITA	Involuntary Treatment Act
MAT	Medical Assisted Treatment
MCO	Managed Care Organization
MHBG	Mental Health Block Grant
MOU	Memorandum of Understanding
OCH	Olympic Community of Health
OPT	Opiate Treatment Program
OST	Opiate Substitution Treatment
PACT	Program of Assertive Community Treatment
PATH	Programs to Aid in the Transition from Homelessness
PIHP	Prepaid Inpatient Health Plans
PIP	Performance Improvement Project
P&P	Policies and Procedures
QUIC	Quality Improvement Committee
RCW	Revised Code Washington
R.E.A.L.	Recovery, Empowerment, Advocacy, Linkage
RFP, RFQ	Requests for Proposal, Requests for Qualifications
SABG	Substance Abuse Block Grant
SAPT	Substance Abuse Prevention Treatment
SBH-ASO	Salish Behavioral Health Administrative Services Organization
SUD	Substance Use Disorder
TAM	Technical Assistance Monitoring
UM	Utilization Management
VOA	Volunteers of America
WAC	Washington Administrative Code
WM	Withdrawal Management
WSH	Western State Hospital, Tacoma

[Full listing of definitions and acronyms](#)



Salish Behavioral Health
Administrative Services Organization

Providing Behavioral Health Services in
Clallam, Jefferson and Kitsap Counties

SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION

EXECUTIVE BOARD MEETING

Friday, September 15, 2023

Action Items

A. ADVISORY BOARD CO-RESPONDER RFP REVIEW COMMITTEE RECOMMENDATIONS

SBH-ASO released an RFP to fund a single Co-Response program within the region on June 8, 2023. This RFP required contracting with law enforcement or first responder (Fire or EMS) agency to pair a mental health professional with a law enforcement officer or first responder (Fire/EMS) to respond to behavioral health emergencies within the community.

The period of performance is October 1, 2023, through June 30, 2025. The RFP closed on July 27th, 2023. SBH-ASO received a single proposal for this funding from Poulsbo Fire Department. Poulsbo Fire received funding under the previous RFP and were requesting a continuation of the current program. The proposal was reviewed by the Salish Behavioral Health Advisory Board RFP Review Committee on August 18, 2023. The Review Committee unanimously agreed to recommend approval of the proposal to the Executive Board.

B. OPIOID ABATEMENT COUNCIL (OAC) APPROVAL OF CLALLAM AND JEFFERSON COUNTY SPENDING PLANS

Opioid Settlement funding is allocated 50% to the State and 50% to local governments. The Health Care Authority and the Department of Health are responsible for planning for the use of the State's allocation.

Kris Shera is the State Opioid Administrator with the Health Care Authority. Mr. Shera is responsible for developing the State Opioid Response Plan and has been actively involved with the Opioid Settlement work for more than 4 years. Mr. Shera will present information on the State's Opioid Response Plan and plans for HCA's allocation of Opioid Settlement funding.

In accordance with One Washington MOU, a Regional Opioid Abatement Council (OAC) was formed to allow local governments within the Salish Region to receive their funds. An interlocal agreement was executed between Clallam, Jefferson and Kitsap Counties which designates SBH-ASO as the Regional Opioid Abatement Council. Each county within the Salish Region has a distinct annual funding allocation.

The Regional OAC is responsible for:

- Overseeing distribution of the funds

- Reviewing expenditure reports for compliance with Approved Uses
- Reporting and making public all decisions regarding Opioid Fund applications, distributions, and expenditures
- Developing and maintaining a centralized public data dashboard for the publication of expenditure data
 - If necessary, may require collection of additional outcome related data.
- Hearing complaints by Participating Local Governments within the Region regarding alleged failure to use the funds for approved uses or comply with reporting requirements.

During the May 19, 2023, Executive Board Meeting, staff proposed 2 options for the management of each county's allocation.

Option 1:

The County develops a plan on how it wishes to utilize the funding in accordance with approved Opioid Remediation Uses, and the plan is approved by the BOCC.

The BOCC approved plan is presented to the SBH-ASO Executive Board for approval.

Once a plan is approved, County receives annual allocation, less 10% that OAC is required to reserve for administrative costs.

The County submits a semi-annual report of expenditures to SBH-ASO Staff, and any other data metrics identified by the Settlement Administrators. SBH-ASO Staff will use information from semi-annual reports to update OAC Data Dashboard.

SBH-ASO Staff will account for time and expenses associated with administering the county's opioid funds. Following the conclusion of the calendar year, SBH-ASO will release unspent funds previously reserved for administrative expenses.

Option 2:

SBH-ASO fully manages the county's allocation of opioid settlement funds.

This would include releasing and RFP and presenting recommendations to SBH-ASO Executive Board for approval.

SBH-ASO would manage subcontracts, invoices and all data collection.

Both Clallam and Jefferson Counties have made decisions regarding their preferred option, which is Option 1. Staff seeks the Board's approval of Clallam and Jefferson Counties' plans. SBH-ASO Staff are in the early stages of planning for Kitsap County's allocation.

Staff seeks approval of required data reporting prior to the release of settlement funds. The minimum data required by One Washington MOU include expenditure reporting and details surrounding applications and distribution of funds, such as

awards made via a request for proposal process. Staff does not recommend additional data reporting beyond what is required by the State MOU.

C. RENEWAL OF SBH-ASO INTERLOCAL AGREEMENT

The term of the SBH-ASO Interlocal Agreement (KC-279-19-A) ends on December 31, 2023. This Interlocal Agreement was last amended, Amendment A, in December of 2021. Amendment A extended the term of the agreement to December 31, 2023, and reduced the number of Vice-Chairs as the prior language was impractical. The current agreement is attached.

Staff will draft an amendment extending the term of this agreement. Other edits can be incorporated at this time if the Board desires.

Informational Items

A. TRUEBLOOD PHASE 3 IMPLEMENTATION

Background

All criminal defendants have the constitutional right to assist in their own defense. If a court believes a mental disability may prevent a defendant from assisting in their own defense, the court has the authority to put the criminal case on hold while an evaluation is completed to determine the defendant's competency.

Generally, if the evaluation finds the defendant competent, and the court agrees they are returned to stand trial, and if the court finds the evaluation shows the person is not competent, the court will order the defendant to receive mental health treatment to restore competency.

In April 2015, a federal court found that the Department of Social and Health Services was taking too long to provide these competency evaluation and restoration services.

As a result of the case Trueblood v. DSHS, the state has been ordered to provide court-ordered in-jail competency evaluations within 14 days and inpatient competency evaluation and restoration services within seven days of receipt of a court order. These Trueblood timeframes apply to people who are detained in jails awaiting a competency evaluation or restoration services. Many of the programs created because of Trueblood, however, also target people who have previously received competency evaluation and restoration services, who are released and at risk for re-arrest or re- institutionalization.

People who get the treatment and support they need when they need it are more likely to avoid becoming involved with the criminal system. Accordingly, increased demand for competency evaluations can be avoided if more individuals receive community-based treatment and support during times of crisis. Major goals of many of the programs covered in this report include providing variable levels of care to prevent overuse of the highest and most intensive level of care and providing care in the community whenever possible and appropriate.

On Dec. 11, 2018, the court approved an agreement related to contempt findings in this case. The Trueblood Contempt Settlement Agreement (Settlement Agreement or Agreement) is designed to move the state closer to compliance with the court's injunction. The Agreement includes a plan for phasing in programs and services. Roll out of such services during Phases 1 and 2 was guided by Final Implementation Plans. This Phase 3 Preliminary Implementation Plan establishes a framework from which Trueblood partners can draft a subsequent final implementation plan for Phase 3, as was done during other phases. That final plan must be submitted no later than 60 days following the last day of the Legislative Session.

Implications for Salish Region

Salish and Thurston/Mason have been identified as a Phase 3 Regions. Based upon preliminary conversations with HCA, SBH-ASO staff anticipate HCA will pursue Trueblood related contracts with both SBH-ASO and local behavioral health providers.

SBH-ASO anticipates receiving a contract from HCA to orchestrate coordination efforts of the Trueblood Phase 3 Settlement Agreement Projects with the Salish Region. Annual funding in the amount of \$100,000 is anticipated to support this community coordination work. Additionally, SBH-ASO anticipates receiving funding in its core contract with HCA for "crisis enhancements" targeted to support Trueblood Class Members. SBH-ASO has been in communication with its contracted crisis providers regarding these funds and is collaborating with these providers in the development of a meaningful plan for use of these crisis enhancement funds.

HCA plans to directly contract with behavioral health providers for outpatient competency restoration programs ("OCRPs"), intensive case management ("FPATH"), and residential supports as described in the Contempt Settlement Agreement (such as "FHARPS") in 2024.

B. 2024 BOARD MEETINGS

Staff will present tentative dates for 2024 meetings and seek Board Member input.

**MINUTES OF THE
SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION
EXECUTIVE BOARD**

**Friday, May 19, 2023
9:00 a.m. - 11:00 a.m.
Hybrid Meeting
7 Cedars Hotel, Bay Room
270756 Hwy 101, Sequim, WA 98382**

CALL TO ORDER – Commissioner Mark Ozias, Chair, called the meeting to order at 9:02 a.m.

INTRODUCTIONS – Self introductions were conducted.

ANNOUNCEMENTS – None.

OPPORTUNITY FOR PUBLIC TO ADDRESS THE BOARD ON AGENDA TOPICS – None.

APPROVAL of AGENDA – Commissioner Mark Ozias

MOTION: Commissioner Gelder moved to approve the agenda as presented. Commissioner Brotherton seconded the motion. Motion carried unanimously.

APPROVAL of MINUTES –

MOTION: Commissioner Gelder moved to approve the meeting notes as submitted for the March 17th, 2023 meeting. Commissioner Brotherton seconded the motion. Motion carried unanimously.

ACTION ITEMS

A. ADVISORY BOARD RFP REVIEW COMMITTEE RECOMMENDATIONS

SBH-ASO released an RFP (request for proposals) for Federal Block Grant Funds in November 2022. The submission deadline was February 8, 2023. SBH-ASO had 7 provider agencies attend the mandatory bidders conference. The SBH-ASO Behavioral Health Advisory Board RFP Review Committee met on April 14th. This was a very challenging decision for committee due to the amount of funding requested and the limited availability of funds.

The Review Committee reviewed one proposal for Mental Health Block Grant funding. This request was recommended to be funded as requested for a total of \$38,350.

The Review Committee was tasked with the review of 11 proposals from 5 providers for Substance Abuse Block Grant. The funding requests totaled \$1,003,127. The available funding was \$300,000. The Review Committee chose to focus funding on direct treatment services and recovery supports in alignment with established priorities. The Review Committee determined \$200,000 would be allocated for direct treatment and \$100,000 for recovery supports. Funding was allocated to agencies based on county population and funding request amounts. Please see the attached table for recommendations.

Staff is requesting approval of the Advisory Board recommendations and authority to proceed with contract execution.

MOTION: Commissioner Brotherton moved to approve recommendations from the Advisory Board RFP Review Committee for ARPA Block Grant funding. Commissioner Gelder seconded the motion. Motion carried unanimously.

Discussion about single proposal received for MHBG funding. Staff noted that last year no MHBG proposals were received. Generally, the MHBG funding amount is smaller with many competing grants seeking proposals in the same timeframe. Limited bandwidth requires agencies to be selective when choosing which grants to apply for.

When procurement planning took place, Staff estimated ARPA Block Grant allocations would be similar to COVID-Enhanced Block Grant, which allocated more SABG funds than MHBG funds. The opposite occurred this year; Staff anticipated \$500,000 in SABG funds but received only \$300,000. An overestimation of SABG funds may have contributed to a higher number of proposals.

Review of table displaying proposed funding requests and Advisory Board funding recommendations. Recommendations presented are specific to ARPA funding. Contracting will span from July 1, 2023 through the end of calendar year 2024.

For remaining funds that are not allocated, Staff will present a spending plan to the Advisory Board according to previously outlined priorities. Those recommendations will be presented to the Executive Board for approval.

Discussion around agencies that did not submit proposals for funding. Inquiry about whether Staff have outreached to agencies which did not apply to identify barriers. Staff noted that agency staff bandwidth was identified as the primary contributor to lack of proposals.

Inquiry regarding long-term sustainability of programs funded by time-limited ARPA funds. Staff intend to continue conversations with agencies about opportunities to expand teams using outside grants/funding sources in conjunction with ARPA funds.

Discussion about the efficacy of an RFP process model versus a more direct and strategic allocation process. Request for Staff to gather observations throughout their hybrid funding allocation process to share with the Executive Board at a future meeting. Plan for future reflection on the RFP process versus strategic allocation based on Advisory Board recommendations.

Gratitude to Advisory Board members and review committee for their hard work, especially considering the inability to meet all requests with the funding available.

➤ **2023 POLICY AND PROCEDURE UPDATES**

HCA/BHASO Contract changes, WAC changes and overall SBH-ASO growth and process improvements necessitated Policy and Procedure updates. A spreadsheet has been included which summarizes the changes made to these Policies and Procedures.

The following policies have been included for the Board's approval:

- | | |
|-------|--|
| AD104 | Credentialing and Recredentialing of Providers |
| AD106 | Toll-free Crisis Line Management |
| CL200 | Integrated Crisis Services |

CL201	Ensuring Care Coordination for Individuals
CL205	Monitoring of Conditional Release, Less Restrictive, Assisted Outpatient Treatment Order
CL206	State Hospital and Long-term Community Care Coordination
CL207	Jail Transition Services
CL208	Telemedicine
CL212	Salish Regional Family Youth System Partner Round Table (FYSPRT)
CL213	Salish Youth Network Collaborative (SYNC)
CP302	Critical Incidents
FI504	Financial Management
FI505	Cost Allocation Plan
QM701	Quality Management Plan
UM810	Criminal Justice Treatment Account
PS901	Definitions for Policies Governing Protected Health Information (PHI)
PS902a	Notice of Privacy Practices

MOTION: Commissioner Brotherton moved to approve suite of policy and procedure updates. Gelder seconded the motion. Motion carried unanimously.

In December of 2022, review of individual Policies and Procedures was delegated to staff members with associated subject matter expertise. Revision of Policies and Procedures occurred in anticipation of SBH-ASO's annual monitoring review by the Health Care Authority. A secondary review of Policies and Procedures was completed after receiving new Behavioral Health WACs that went into effect on May 1st. It is likely that a more robust revision will be presented to the Executive Board for approval in 2024.

Review of table outlining updates to existing Policies and Procedures and creation of new Policies and Procedures for the Family System Partner Round Table (FYSPRT) Program, Salish Youth Network Collaborative (SYNC) Program, Financial Management, and Cost Allocation Plan.

Discussion regarding the addition of next day appointment requirement to Policy and Procedure AD106 for Toll-Free Crisis Line Management. Following approval of HB 1688, HCA imposed a requirement for next-day appointments to be provided to individuals with an urgent mental health need. The Salish Regional Crisis Line (SRCL) is required to connect with a crisis agency that operates in the catchment area of the individual contacting the crisis line to connect them with a next-day appointment. There are many operational challenges to implementing this requirement. Health Care Authority and Office of Insurance Commissioner created a statewide workgroup to build the infrastructure to support the requirement, however, acknowledges that the designed infrastructure is unworkable. In the interim the SBH-ASO created temporary infrastructure that is more workable. The SRCL has routine communication with regional crisis agencies and is familiar with frequent callers and how to connect them with a next day appointment. The SRCL is

separate from 988. 988 can transfer an individual to the SRCL to facilitate a next-day appointment if deemed necessary. The expectation is for 988 to provide a warm hand-off to the SRCL.

Comment about 988 as a priority area for the National Association of Counties due to concerns with individuals being routed by area code. This concern may be addressed more successfully in the Salish region due to Volunteers of America serving as both the 988 and SRCL provider. Staff continue to discuss changes and status with VOA.

Question regarding increased workload related to expansion of Policy and Procedure CL201 as it relates to Long-term Community Care (LTCC). The primary challenge with LTCC settings is lack of notification when an individual is detained. Care coordination cannot occur until the individual or care provider contacts the SBH-ASO. Further challenges arise as individuals transition from involuntary treatment holds to LTCC settings, as SBH-ASO does not fund LTCC. Statewide ASO Hospital Liaisons have met with Eastern State Hospital and Western State Hospital to standardize protocols, however, have been advised to await further direction as DSHS is currently meeting with LTCC providers. Staff have focused on developing relationships with long-term care facilities to improve system coordination for individuals from the Salish region.

Request for more information about SYNC at a future Executive Board meeting.

Comment regarding sustainability of the Peer Pathfinder Transition from Incarceration Program using temporary ARPA funds. Staff will also share more information about Jail Transitions Services, including the Peer Pathfinder program at a future meeting.

MOTION: Commissioner Brotherton moved to approve the 2023 Policy and Procedure updates as presented. Commissioner Gelder seconded the motion. Motion carried unanimously.

INFORMATIONAL ITEMS

➤ **SALISH OPIOID ABATEMENT COUNCIL APPROVAL PROCESS**

The SBH-ASO Executive Board serves as the governing body of the Opioid Abatement Council (OAC). Staff proposes two options for managing each county's funds, in accordance with each county's preference.

Option 1:

The County develops a plan on how it wishes to utilize the funding in accordance with approved Opioid Remediation Uses, and the plan is approved by the BOCC.

The BOCC approved plan is presented to the SBH-ASO Executive Board for approval.

Once a plan is approved, County receives annual allocation, less 10% that OAC is required to reserve for administrative costs.

The County submits a semi-annual report of expenditures to SBH-ASO Staff, and any other data metrics identified by the Settlement Administrators. SBH-ASO Staff will use information from semi-annual reports to update OAC Data Dashboard.

SBH-ASO Staff will account for time and expenses associated with administering the county's opioid funds. Following the conclusion of the calendar year, SBH-ASO

will release unspent funds previously reserved for administrative expenses.

Option 2:

SBH-ASO fully manages the county's allocation of opioid settlement funds.

This would include releasing an RFP and presenting recommendations to SBH-ASO Executive Board for approval.

SBH-ASO would manage subcontracts, invoices, and all data collection.

Question regarding OAC governance and administrative costs. SBH-ASO serves as the OAC. In its role as the governing body of the SBH-ASO, the Executive Board will continue to provide approval of OAC contracting decisions and releasing of funds. Staff are still working to identify OAC administrative costs.

Inquiry about braiding Opioid Settlement funds into other existing funding sources instead of releasing an RFP, such as integrating funds into County 1/10th of 1% funds. Staff noted that braiding Settlement funds with funds attached to HCA contracts will create significant administrative burden in terms of potential credentialing and reporting requirements, which may not be practical given how limited funds are.

Conversations about use of funds continue to occur in Jefferson and Clallam Counties. In Kitsap County, Staff have been engaging with the Health District and other community workers with a plan to present information to the Kitsap Board of County Commissioners in the coming months.

Some Opioid Settlement funds have been received; however, Staff were awaiting clarification on data and reporting requirements before releasing funds. Additional conversation is needed around risk tolerance for counties that elect option. Clarification needed around how certain sections of the MOU and ILA agreements would be operationalized should a risk event occur.

Clallam County Health and Human Services anticipates presenting a version of option one to the Board of Health.

Comment regarding potential benefit of accumulating dollars over several years with the intent to fund something larger than would be possible from one annual distribution. Salish have received two payments for each county so far. Question around how the State plans to utilize their 50% of the settlement funds. An operating budget was recently released, but it is not clear who will receive those funds.

Staff will reach out to staff member at HCA that is responsible for managing Opioid Settlement funds to see if they can present at the next Executive Board meeting. Discussion around potentially opening that meeting to include other stakeholders from the counties so they can also receive information.

➤ **SBH-ASO COMMUNITY SUMMITS**

SBH-ASO Leadership is planning to facilitate several Community Summits during the Summer and Fall of 2023. These summits will be opportunities for SBH-ASO to share information about available behavioral health resources within the community and solicit community input on

behavioral health related needs. Staff are planning to facilitate 2 summits per county between June and October 2023. Staff will share more information about current planning.

Community partners in each county will have the opportunity to table at events. The intended audience is individual community members as well as community entities. The goal is to provide a forum for community members to learn what resources are available to them. Staff sent letters to social service agencies including domestic violence advocacy, housing agencies, and food banks with the intent of sharing a broad array of services with the community. Managed Care partners and FQHCs will be included in outreach.

A Zoom meeting will also be held for any community members unable to attend the in-person events.

Celeste Shoenthaler provided an Olympic Community of Health update. A more in-depth review of current work will be provided at the next Executive Board meeting.

Gratitude and farewells shared for Commissioner Gelder for his service in the Salish region over the past several years. Well wishes for his future endeavors.

PUBLIC COMMENT

- G'Nell Ashley thanked the Advisory and Executive boards on behalf of Reflections for the hard work to determine what entities were going to receive SABG dollars, recognizing that the funds were limited.

GOOD OF THE ORDER

- ADD COMMENTS

ADJOURNMENT – Consensus for adjournment at 10:37 a.m.

ATTENDANCE

BOARD MEMBERS	STAFF	GUESTS
Commissioner Mark Ozias	Stephanie Lewis, SBH-ASO Administrator	Jenny Oppelt, Clallam County HHS
Commissioner Greg Brotherton	Jolene Kron, SBH-ASO Deputy Admin/Clinical Director	Kate Jasonowicz, CHPW
Commissioner Robert Gelder	Nicole Oberg, SBH-ASO Program Specialist	Lori Fleming, Jeff Co. CHIP
Celeste Schoenthaler, OCH Executive Director	Kelsey Clary, SBH-ASO R.E.A.L. Program Administrator	G'Nell Ashley, Reflections
<i>Theresa Lehman Excused.</i>		

NOTE: These meeting notes are not verbatim.

Washington opioid settlement frequently asked questions (FAQ)

As part of Washington’s work to mitigate harm caused by the opioid crisis, the Attorney General’s Office (AGO) has been working on behalf of the state to seek damages from opioid pharmaceuticals and distribution companies for their role in the rise of opioid use.

Answers to common questions about these settlements are below. As new questions arise, this list will be updated.

FAQ

The following responses have been updated as of 01/06/2023.

Question	Answer	Revision date
1	Which agency is leading the lawsuits and settlements related to the opioid epidemic?	09/16/2022
	The AGO is the lead agency for the lawsuits that will bring opioid settlement funds to Washington. Local governments involved in the lawsuits have separate representation.	
2	Will the state and local governments coordinate how the settlement funds are used?	10/12/2022
	The 125 eligible cities and counties that signed onto the distributors settlement are covered by a memorandum of understanding (MOU) that outlines a process for local/regional planning efforts. The 50% of abatement funds distributed to local governments, per the allocation agreement, can be found here in Exhibit B of the MOU. All 125 of these cities and counties signed onto the MOU as of 10/3/22. While there is not yet an official coordinating body comprised of state and local officials, it is anticipated that state planning efforts will engage in a coordinated way with local and regional Opioid Advisory Councils in the future. Details about engagement and collaboration with local/regional entities are emerging and will be shared when available.	
3	Which agency is leading the allocation and distribution of settlement funds to address the opioid epidemic?	09/16/2022
	The Health Care Authority is steward of the State Opioid and Overdose Response Plan (SOORP) , with support from other state agencies. Because of this, the Health Care Authority was named the lead agency for processes related to use and distribution of the funds. Kris Shera is the point of contact.	

Question	Answer	Revision date
4 Who is the lead for the local settlement amounts and which local governments are receiving funds?	<p>We have not yet identified a lead organization to collaborate with local governments. We do expect to work with Association of Washington Cities and Washington State Association of Counties in some way.</p> <p>Other settlements will have payment structures that send money to local/regional entities. These payment structures and the ways we will work with local/regional entities are still in development.</p>	09/16/2022
5 Are there guidelines for how the funds can be used?	<p>Each settlement will have nearly identical approved uses and strategies that are in alignment with the SOORP.</p> <p>Distributor settlement - Abatement</p> <p>As other settlements are resolved and move towards payments to the state, strategies, guidelines, and approved uses contained in the settlement agreements will be posted.</p>	09/16/2022
6 How will decisions be made to use the funds in Washington?	<p>The legislature will approve final use of the 50% of abatement funds and returned AGO attorney fees.</p> <p>The SOORP workgroups (made up of subject matter experts and stakeholders from tribal and local communities) provided recommendations to the SOORP executive sponsors (key state agencies and academia). The executive sponsors then sent their resulting recommendations to the Office of the Governor. The Governor’s budget includes a set of recommendations for use of the funds for consideration and approval by the Legislature.</p> <p>Opioid settlement items found in DOH and HCA budgets. In the HCA agency recommendation summary, opioid settlement uses are marked “DS” and can be viewed here.</p> <p>In the DOH agency recommendation summary, opioid settlement uses are marked with “Settlement” and can be viewed here.</p> <p>A strategy will be put into place that allows for sustained community engagement in subsequent years of the settlements.</p>	01/06/2023
7 How many settlements are there?	<p>The settlements that we currently know about are the following:</p> <ol style="list-style-type: none"> Distributors 	09/16/2022

Washington opioid settlements frequently asked questions (FAQ)
01/06/2023

Question	Answer	Revision date
	<p>2. Purdue Bankruptcy Agreement</p> <p>3. Mallinckrodt</p> <p>There may be additional settlements. Settlements can be tracked here.*</p> <p><i>*This tracking webpage is independently run and is not affiliated with any state agency. Any information here is the opinion of Christine Minhee.</i></p>	
8	<p>Which settlements are final, and which are in process?</p> <p>The distributors settlement is the only settlement that will begin payments on December 1, 2022.</p> <p>All other settlements have unknown time frames for resolution.</p>	10/12/2022
9	<p>How much are each of the settlements?</p> <p>The distributors settlement total is \$518 million dollars, which will be distributed over time. These funds are split between the state, local & regional entities, and some attorney’s fees.</p> <p>Amounts for all other settlements are not final.</p>	09/16/2022
10	<p>Will Washington receive any funds between 2022-2023?</p> <p>The first payments will be made to state and local governments on December 1, 2022. The state and local entities will each receive about \$18.84 million in December 2022. The state will also receive about \$18.4 returned attorney fees from the AGO. The amounts distributed in the future will vary from year to year.</p>	10/12/2022
11	<p>What is the schedule for releasing the funds to the state?</p> <p>The first payment of funds from the distributors settlement will be remitted on December 1, 2022. Annual payments will then be made on July 15, 2023, and continue for 17 years.</p> <p>All other settlements do not have finalized amounts and disbursement or remittance schedules.</p>	10/12/2022
12	<p>Where can I get information on the local settlement funds and decision-making process in my community?</p> <p>Currently, there is not a central source of information for what local government may or may not do with settlement funds.</p> <p>The Health Care Authority and the Department of Health are committed to collaborating with cities and counties across the state with respect to the use of opioid settlement funds to maximize efficient use and reduce duplicative spending. We anticipate creating a meaningful venue for the collaboration with cities and counties, and once</p>	09/16/2022

Washington opioid settlements frequently asked questions (FAQ)
01/06/2023

Question	Answer	Revision date
	this has been developed, it will be shared with the public.	
13 How can I participate in developing the recommendations for how to use the settlement funds?	Anyone can provide comments to a SOORP workgroup by contacting the workgroup leads listed in the plan . These workgroups provide input on work from a variety of funding sources, including opioid settlement funds.	09/16/2022
14 What is the timeline for developing recommendations for 2022-2023?	SOORP workgroups submitted recommendations to the executive sponsors on September 23, 2022. There were two Tribal Roundtables and a formal consultation during the month of October 2022. The executive sponsors of SOORP finalized the recommendations and forward the information to the governor’s office on November 4, 2022.	01/06/2023
15 Will Tribes have opportunities to provide input on the uses of state and local distributors settlement funds beyond the current formal consultation process scheduled in October of 2022?	Absolutely. The distributors settlement will be making payments to Washington State for 17 years. During that time, it is anticipated that several other settlements will resolve and begin payments. There will be future consultations if the Tribes make a request, as we are committed to collaborating with Tribes in the future. Tribes are also able to engage the Governor’s Office and the Legislature at their discretion.	10/14/2022
16 Do Tribes have their own settlement agreement with the distributors?	Yes. Some Tribes in Washington joined a national Tribal opioid settlement agreement with the distributors. Tribes were represented by their attorneys in settlement negotiation processes. Questions related to the nature of the national Tribal Opioid Settlement should be directed to them.	10/14/2022
17 Why were Tribes not included in the distributions from the Washington Distributors Settlement Agreement?	The Tribes have a separate national Tribal opioid settlement agreement with the distributors. The distributors will not settle with the same parties twice.	10/14/2022
18 How do I ask additional questions?	The Washington State Opioid Settlements page has a contact form where we encourage you to submit your question.	01/06/2023

**INTERLOCAL AGREEMENT
for the
SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION**

ARTICLE I. PURPOSE OF AGREEMENT

The undersigned parties hereby establish a Behavioral Health Administrative Services Organization (“BHASO”) for the purpose of contracting with the Washington State Health Care Authority (HCA) to administer behavioral health services and programs under section 1046 of E2SSB 5432 including crisis services and administration of chapter 71.05, 71.24.100, RCW, the involuntary treatment act, for all individuals in the regional service area established under 74.09.870 RCW.

ARTICLE II. MEMBERSHIP

This organization shall be named the Salish Behavioral Health Administrative Services Organization and shall consist of the following parties:

KITSAP COUNTY
Kitsap County Courthouse
614 Division Street
Port Orchard, Washington 98366

CLALLAM COUNTY
Clallam County Courthouse
223 East Fourth Street
Port Angeles, Washington 98362

JEFFERSON COUNTY
Jefferson County Courthouse
Jefferson and Cass Streets
Port Townsend, Washington 98368

JAMESTOWN S’KLALLAM TRIBE
1033 Old Blyn Hwy.
Sequim, WA 98382

ARTICLE III. AREA TO BE SERVED

The regional service area established under 74.09.870 RCW shall consist of:

- A. Kitsap County – 392.70 square miles
- B. Clallam County – 1,752.50 square miles
- C. Jefferson County – 1,805.20 square miles

ARTICLE IV. CERTIFICATION OF AUTHORITY

Parties, by signatures, certify that they possess full legal authority, as provided by federal, state, tribal and local statutes, charters, codes or ordinances, to enter into this agreement.

ARTICLE V. POWERS, FUNCTIONS AND RESPONSIBILITIES OF BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION

The BHASO shall exercise such powers, functions, and responsibilities as necessary to administer behavioral health services and programs under section 1046 of E2SSB 5432 including crisis services and administration of chapter 71.05, 71.24.100, RCW, the involuntary treatment act and related regulations for all individuals in the regional service area established under 74.09.870 RCW.

ARTICLE VI. BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION BOARD

There shall be a BHASO Board ("Board"), which shall constitute the executive body of the Salish BHASO. The Board shall exercise all executive powers, functions, and responsibilities necessary for conducting the BHASO, except those expressly delegated by the Board to their contractors, subcontractors, grantees, subgrantees, agencies, organizations, or individuals, for all activities established pursuant to chapters 71.05 and 71.24 RCW and regulations promulgated thereto. The Board may establish bylaws as necessary for conducting its meetings.

- A. Membership:** The Board shall be composed of one elected commissioner from each of the three aforementioned counties (with a specific commissioner as alternate member for each county) and one elected tribal official representing the various tribes in the three counties. There shall be a total of four voting members.
- B. Voting:** Each voting member of the Board shall have one vote. All decisions of the Board shall be made by no less than a majority vote at a meeting where a quorum is present.
- C. Quorum:** A quorum shall consist of a total of not less than three members representing three of the four voting parties to this Agreement.
- D. Chair and Vice-Chair:** Annually, the Board shall elect a Chair and Vice-Chair by majority vote. Officers of the Board shall be composed of one elected member from each county and from the tribe serving as the Tribal Liaison, and officers shall rotate annually through ascension unless otherwise agreed.
- E. Meetings:** The Board shall meet at such times and places as determined by the Board. In the absence of the Chair, the Vice-Chair shall preside over meetings.
- F. Powers, Functions, and Responsibilities:** The Board's powers, functions, and responsibilities (either jointly with the counties and participating tribes or independently) include, but are not limited to:
 - (1) Establishing, policies, priorities, goals, and objectives of the BHASO and the programs and services to be operated by the BHASO in cooperation with the agencies, entities or individuals providing or implementing the programs and services.

- (2) Establishing and implementing policies and procedures for planning, administering, monitoring, and evaluating programs and services.
- (3) Overseeing the implementation and enforcement of quality assurance policies.
- (4) Establishing and overseeing financial management policies and procedures in order to prevent financial harm to the BHASO and its constituent entities – for example, insolvent contractors and cost-overruns.
- (5) Reviewing and approving comprehensive plans and modifications thereto.
- (6) Approving applications for funds to be submitted and all contracts and agreements related thereto with the Washington State Health Care Authority and other departments and agencies of state, local or participating tribal governments, as may be required.
- (7) Undertaking such other functions as may be deemed appropriate for the discharge of the BHASO's duties and responsibilities under law and regulations.
- (8) Delegating such functions and responsibilities, along with adequate funding, to agencies, individuals or committees, as deemed appropriate for effective administration.
- (9) Approving all BHASO-wide grants, subgrants, contracts and agreements relating to the expenditure of behavioral health services funding received from the state.
- (10) Taking no action that would in any way limit service agencies from applying for and receiving grants from outside sources which are designed to enhance their ability to provide local services, except to the extent required or authorized by law or contract.

G. Conflicts of Interest:

- (1) Each member of the Board must be free from conflicts of interest and from any appearance of conflicts of interest between personal, professional and fiduciary interests. Members of the Board must act within the best interests of the BHASO and the consumers served.
- (2) If a conflict of interest, or the appearance of a conflict of interest, becomes evident, the Board member shall announce the conflict and refrain from discussion and voting on that issue.
- (3) If a conflict of interest, or the appearance of a conflict of interest, becomes evident, the Board may assign the matter to others, such as an alternate commissioner from his or her jurisdiction who does not have a conflict of interest.

ARTICLE VII. GRANT RECIPIENT AND ADMINISTRATIVE ENTITY

The Kitsap County Board of Commissioners is designated as the grant recipient and administrative entity of the BHASO, and shall exercise such duties and responsibilities

as set forth in this Agreement, chapters 71.05 and 71.24 RCW, and other applicable law and rules. This includes authority to:

- A. Receive and disburse funds in accordance with grant agreements and contracts with the State of Washington, to include the execution of all contracts. Funds shall be administered in adherence with applicable law and any policies or regulations established by the financial administrator (Kitsap County) for the BHASO.
- B. Carry out all necessary functions for operation of the program including, but not limited to:
 - (1) Executing grants, subgrants, contracts, and other necessary agreements as authorized by the Board, as necessary to carry out BHASO functions.
 - (2) Employing administrative staff to assist in administering the programs authorized by the Board.
 - (3) Organizing staffing and hiring qualified persons for that staffing, as authorized by the Board.
 - (4) Developing procedures for program planning, operating, assessment and fiscal management, evaluating program performance, initiating any necessary corrective action for subgrantees and subcontractors, determining whether there is a need to reallocate resources, as directed by the Board, and modifying grants, consistent with goals and policies developed by the Board.
- C. Subcontract to the signatory parties such functions as may be deemed appropriate by the Board. This may include planning and providing services directly or subcontracting for local services within the parties' funding allocations.

ARTICLE VIII. ALLOCATION OF FUNDS

All funds granted to the BHASO pursuant to chapters 71.05 and 71.24 RCW or other provision of law shall be allocated and expended among participating counties and tribes for programs and services for which they are intended, according to federal, state, and tribal formulas, approved plans, grants, and all pertinent laws and rules.

Funds currently received by each county, or providers located in each county, shall be allocated by the BHASO for services within that county. Millage, mental health sales tax, current expense contributions to mental health programs by county government, and the Involuntary Treatment Act ("ITA") maintenance of effort funds shall be retained by each county and dispensed by the Board of Commissioners thereof; provided, however, that current ITA maintenance of effort funds must continue to be appropriated for ITA services.

New funds which become available as a result of attaining BHASO status shall, after review of state guidelines, be allocated by the Board to fund programs in each of the three counties. However, by majority vote, the Board may redirect funds for region-wide services, to fund particular programs in individual counties, or to prioritize access to behavioral health services for citizens residing within the Salish BHASO region.

ARTICLE IX. LIABILITY, INDEMNIFICATION AND INSURANCE

- A. Sovereign Immunity:** Each party to this Agreement consents to a limited waiver of sovereign immunity for enforcement of the provisions of this Agreement, and this Agreement only, against it by any other party or parties to this Agreement. For this purpose only, each party consents to the personal jurisdiction of the Tribal Courts and the courts of competent subject matter jurisdiction of the State of Washington.
- B. Joint and Several Liability for Contract Oversight:** Each party to this Agreement is responsible for overseeing the operations of the BHASO to provide services under chapters 71.24 RCW and other applicable law and rules. The parties shall be jointly and severally liable for debts, liabilities and obligations incurred by the BHASO which arise under chapters 71.05 and 71.24 RCW and other applicable law and rules, and with respect to the grants, contracts, or agreements administered pursuant hereto.
- C. Indemnification:** Each party to this Agreement agrees to defend and indemnify the other parties and their elected and appointed officials, officers and employees against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligent performance of this Agreement by the indemnitor or its elected or appointed officials, officers and employees. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.
- D. Purchase of Independent Insurance:** Kitsap County, as the administrative entity, shall obtain and maintain throughout the term of this Agreement, general liability and professional liability or malpractice (errors and omissions) insurance coverage in the total amount of not less than \$1,000,000 per occurrence for any acts or omissions occurring in behalf of, or related to, the member or BHASO's actions or responsibilities relating to the provision of services under this Agreement. Each party to this Agreement shall be a named insured under the policy. This coverage shall be the primary coverage in order to shield the individual interests of each party to this Agreement related to the provision of services, whether administrative or contractual, covered by this Agreement.
- E. Extended Coverage:** If the professional liability insurance policy to be purchased and maintained by Kitsap County and described above is issued on a "Claims-Made" basis, then each policy must have a Retroactive Date of, or prior to, the effective date of this Agreement. Furthermore, for each such "Claims-Made" policy purchased and maintained by Kitsap County, a Supplemental Extended Reporting Period ("SERP") shall be purchased, with an Extended Reporting Period of not less than three years. In the event the Claims-Made policy is cancelled, non-renewed, switched to an Occurrence form, retroactive date advanced or there is any other event triggering the right to purchase a SERP policy

during the term of this Agreement, then Kitsap County agrees its insurance obligation shall survive the completion or termination of the term of this Agreement for a minimum of three years.

- F. Miscellaneous:** The BHASO shall assure the coverage applies to claims after termination or expiration of the Agreement that relate to services pursuant to this Agreement and any other agreements of the BHASO. The BHASO shall be solely responsible for any premiums or deductible amounts required under such policies; such costs or normal business expenses are to be paid out of BHASO funds. Evidence of such insurance shall be promptly provided to any member upon its written request. BHASO shall not permit any such policy to lapse without first providing each member at least thirty calendar days' written notice of its intention to allow the policy to lapse. Each Board member shall be a covered insured for any and all official acts performed by such individual under this Agreement.
- G. Other Insurance Non-Contributory:** Any coverage for third party liability provided by any Memorandum of Coverage or program of joint self-insurance provided to Jefferson and/or Clallam counties by a chapter 48.62 RCW Risk Pool shall be non-contributory to the insurance otherwise mandated by this section and the insurance otherwise mandated by this section shall be deemed primary for all claims, demands, actions, or lawsuits generated against the BHASO or the parties to this Agreement.

ARTICLE X. EFFECTIVE DATE AND DURATION AND AMENDMENT

- A. Effective Date and Duration:** This Agreement shall take effect upon the date of its full execution and shall expire December 31, 2023, unless extended in writing by the parties hereto.
- B. Amendment:** This Agreement may be amended from time to time in accordance with the written agreement of all of the parties hereto.

ARTICLE XI. PARTY'S RIGHT TO WITHDRAW FROM BHASO

- A. Right to Withdraw; Prior Notice Required:** Any party to this Agreement may withdraw from the BHASO and terminate its participation under this Agreement at any time, subject to the survival of any duty, obligation or liability it incurred prior to the effective date of termination; and provided that (a) the terminating party provides written notification to each of the other parties of the terminating party's intention to withdraw at least 120 days prior to the proposed effective date of such termination and (b) such notification is received at least 120 days prior to the expiration of the current fiscal grant year period.
- B. Return of Funds:** In the event that a party withdraws from the BHASO, such funds which are budgeted for services in that party's jurisdiction shall be deleted from the BHASO budget through contract amendment. These funds shall be returned to the Washington State Health Care Authority which shall then become responsible for service delivery in that jurisdiction.

- C. Access to Services:** If a party withdraws from the BHASO after a BHASO-wide service is established within that party's jurisdiction, such service shall be made available to the remaining parties on a contractual basis. If such service is located within the jurisdiction of remaining parties, it shall be made available to the withdrawn party on a contractual basis.
- D. Disposal of Fixed Assets:** If a party withdraws from the BHASO, such fixed assets of the BHASO as may be located within that jurisdiction shall be returned to the BHASO for use, while fixed assets not purchased with BHASO funds shall vest with the withdrawing party.

ARTICLE XII. DISPOSITION OF ASSETS UPON DISSOLUTION OF BHASO

In the event of dissolution of the entire BHASO, ownership of such fixed assets as may have been purchased with State funds shall revert to the State.

We, the undersigned, do hereby approve this Agreement and the terms and conditions contained herein, represent that we have the authority to enter into this Agreement and to perform all activities and functions contemplated herein, and do hereby undertake to conduct this BHASO for providing community behavioral health services in Kitsap, Clallam, and Jefferson counties and in tribal jurisdictions within those counties, all in accordance with applicable law and rules.

KITSAP COUNTY BOARD OF COMMISSIONERS

Approved this 24 day of January, 2022

NOT PRESENT

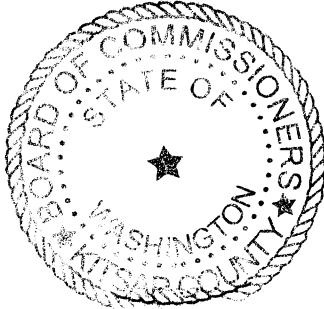
Edward E. Wolfe, Chair

Charlotte Garrido

Charlotte Garrido, Commissioner

Robert Gelder

Robert Gelder, Commissioner



ATTEST:

Dana Daniels


Dana Daniels, Clerk of the Board

**CLALLAM COUNTY BOARD
COMMISSIONERS**

DATED this 30 day of November, 2021.



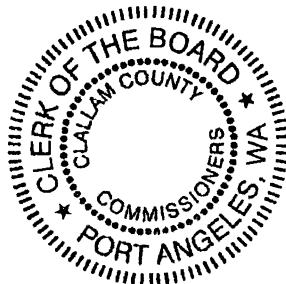
MARK OZIAS, Chair



RANDY JOHNSON, Commissioner

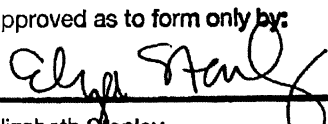


BILL PEACH, Commissioner



ATTEST:


LONI GORES, Clerk of the Board

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

JEFFERSON COUNTY BOARD OF COMMISSIONERS

DATED this 3rd day of January, ²⁰²²~~2021~~



KATE DEAN, Commissioner



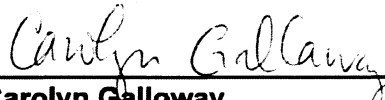
GREG BROTHERTON, Commissioner



HEIDI EISENHOUR, Chair

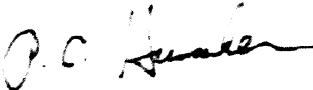
SEAL:

ATTEST:

 1/3/22

Carolyn Galloway **DATE**
Clerk of the Board

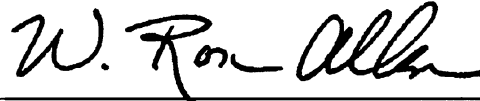
Approved as to form only:

 December 16, 2021

Philip C. Hunsucker **DATE**
Chief Civil Deputy Prosecuting Attorney

JAMETOWN S'KLALLAM TRIBE

DATED this 10 day of December, 2021.

A handwritten signature in black ink that reads "W. Ron Allen". The signature is written in a cursive style with a large, sweeping "W" and "A".

W. RON ALLEN, TRIBAL CHAIR/CEO