Olympic Community of Health

Agenda

Board of Directors Meeting

September 7, 2016

Board of Directors

Business: 8:30 a.m. to 10:30 a.m.

Work Session: 10:30 a.m. to 11:00 a.m.

Location: Jamestown S'Klallam Red Cedar Hall

1033 Old Blyn Hwy, Sequim, WA

Web: https://global.gotomeeting.com/join/628532853

Dial-in: +1 (872) 240-3311

Access Code: 628-532-853

KEY OBJECTIVES

- Approve Bylaws
- Agree on process to form Finance Committee
- Understand steps for OCH transition and agree on process

AGENDA (Action items are in red)

Item		Topic	Lead	Attachments
1	8:30	Welcome	Hilary	
2	8:35	Consent Agenda	Elya Hilary	1. Director's Report 2. AGENDA OCH Partner Convening, 9/13/16 3. Minutes Board Meeting 8/6/16
3	8:45	Bylaws	Hilary	4. DRAFT: Bylaws
4	9:10	Finance Committee	Hilary	5. DRAFT: Finance Committee Charter
5	9:20	OCH Transition	Hilary	6. INFORMATION: On the pathway towards becoming a 501c3 7. DRAFT: Transition Task Force Charter
BREAK – 9:40				
7	9:50	Administrative Service Organization	Hilary	8. DRAFT: Administrative Services Agreement
8	10:10	November Annual Meeting	Hilary	9. November Annual Meeting Wish List
FINISH BOARD BUSINESS – 10:30				
A Brief Overview of Tribal Health Care Financing Vicki Lowe, Executive Director American Indian Health Commission of Washington State *To Be Confirmed…*				
ADJOURN MEETING – 11:00				

Olympic Community of Health
Director's Report
Board of Directors
September 7, 2016

A message from you Director
I cannot believe it has been nearly six months since I began this journey with all of you. In such a short amount of time, we have already hit some major milestones described in this report and throughout this packet. They say, "Time flies when you are having fun". And I here I thought we were just getting to the good stuff…

Three-County Opioid Response Project ("Opioid Project")
Work on the Opioid Project will begin once the contract between Kitsap Public Health District (KPHD) and Health Care Authority (HCA) is executed. In the interim, OCH staff are familiarizing ourselves with local, state, and national opioid activities and local players. KPHD and OCH staff have initiated the paperwork to hire contractor support as soon as the contract is executed, in collaboration with the Salish Behavioral Health Organization.
Opioid Project launch timeline:

1. HCA approves Opioid Project	Aug 5
2. HCA sends contract amendment to KPHD	Aug 18
3. Staff perform informal contractor interviews; check references	Aug 24-26
4. KPHD signs and submits contract amendment	Aug 26
5. Begin contract negotiations with apparently successful contractor	Anticipated Aug 31-Sept 2
6. Receive executed contract from HCA and contractor	Anticipated Sept 6 -Sept 9

Health Care Authority
Contract Amendment: We received and returned the contract amendment from the HCA.
Site Visit: The HCA will be coming to Kitsap Public Health District September 20th for our annual site visit. Participants will include myself, Keith Grellner, the Administrator, and Tracey Kellogg, the Finance Manager.

On the path towards becoming a 501c3
We have been collecting data to inform the many decisions that need to be made ahead of becoming a 501c3. At today's Board meeting we will discuss the formation of a "Transition Task Force" to provide key recommendations on issues such as: Where will the OCH live? What administrative functions, if any, do we wish to internalize? What will this cost? Please refer to attachment 7 in your packet for additional information and results of preliminary research.

OCH Outreach & Engagement
- The website is completed, www.olympicch.org, and is already receiving traffic. We sent out our very first online e-newsletter and can now track our reach. We are starting to see upticks in the number of people who follow us on social media. Thank you Angie for leading this effort!
- Since the last Director's Report, we have established a new connection with North Olympic Healthcare Network (NOHN), Sequim Dungeness Healthy Communities Coalition, Kitsap Continuum of Care Coalition (KCoCC), Washington State Medical Association (WSMA).
- Key meetings and presentations:
  - Invited speaker, Medicaid Transformation Update (webinar) hosted by the HCA, August 4th
  - Olympic Peninsula (formerly Sequim) Health Community Coalition, August 17th
  - Salish Behavioral Health Organization Executive Board, August 19th
  - Kitsap County Cross Continuum Care Transitions Project, Bremerton, August 24th
  - Tribal Consultation with the HCA, Olympia, August 29th
  - Invited speaker, Jefferson Healthcare Board, Port Townsend, September 7th

- Invited panelist, Inland NW State of Reform Health Policy Conference, September 14th
- Invited panelist, WA Public Health Assoc. 2016 Annual Conference, Wenatchee, October 4th
- OCH Hospital Meeting (not yet confirmed), Seattle, October 14th
- Invited speaker, Jefferson Public Health Board, October 20th, Port Townsend

Medicaid Waiver
Negotiations between HCA and CMS continue with hopes for a principled agreement before the end of summer. We will have a Waiver update from the HCA at the September 13th OCH Partner Convening. Additionally, we have heard informally that ACHs will be offered around ten Waiver projects to choose from, with an expectation to do at least four each. Several of the ACHs have been approached by private consultant agencies, offering their services to assist in Waiver functions. If you are contacted by or referred to a consultant, please share this information with the Executive Director so we can keep a running list for future Board discussions.

Upcoming: OCH Partner Convening, September 13th, Jamestown S'Klallam Red Cedar Hall, 9 am to 12 pm
We are excited to announce that we have confirmed Dr. Bruce Goldberg, MD for our next OCH Partner Convening as our guest speaker. The meeting agenda is an attachment for today's meeting.

Upcoming: ACH Convening, September 15th-September 16th, Spokane, WA
The next ACH Convening will be held in Spokane, Washington. Each ACH is permitted two Board members and two staff members. Roy Walker has already volunteered. Are there any other takers? Expenses are covered.

Tribal Consultation Summary, August 29th, Olympia, WA
The Tribes made two requests to the HCA as minimum requirements as conditions of funding ACHs: 1) that each ACH offer a seat on the governing board to each Tribe within its region, and 2) each ACH adopt a collaboration policy and communication procedure. Meeting materials will be shared as soon as they are available.

Opportunities: OCH upcoming meetings and events
- 9/12/2016, **Regional Health Assessment and Planning Committee**, 1:00 p.m. – 3:00 p.m.
- 9/13/2016, **OCH Partner Convening**, 9:00 a.m. – 12:00 p.m., Jamestown S'Klallam Red Cedar Hall
- 9/23/2016, **OCH Executive Committee Meeting,** 8:00 a.m. – 10:00 a.m.
- ****CANCELLED**** 10/5/2016, **OCH Board of Directors,** 8:30 a.m. – 11:00 a.m.
- ****RESCHEDULING & EXTENDING**** 11/2016**, ANNUAL MEETING OCH Board of Directors**

Opportunities: Healthier Washington upcoming meetings and events
- 9/15/2016-9/16/2016, **ACH Quarterly Convening,** Spokane, Washington
- 10/24/2016, **Stakeholder Symposium,** SeaTac, details to come
- 9/14/2016, **Webinar,** Engaging and educating state employees about accountable care and value
- 10/10/2016, **Webinar,** Data and information sharing with providers; network building

Opportunities: Other upcoming meetings and events
- 9/9/2016, **Edge of Amazing: Connecting Neighborhood to Nation**, Everett, WA, learn more here
- 9/14/2016, **State of Reform,** Spokane, WA, learn more here
- 9/16/2016, - 9/17/2016 **Salmon Homecoming Celebration**, Seattle Waterfront by the Great Wheel and Seattle Aquarium, Presented by the Muckleshoot and Suquamish Tribes, learn more here

Recommended Reading, Viewing, or Participation
1. **Integration:** The Health Care Authority and the Southwest Washington Accountable Community of Health (Regional Health Alliance) jointly published a report on the first 90 days of fully-integrated managed care in Southwest Washington.

2. **White Papers**: The Health Care Payment and Learning Network just released their final white paper suite for Population-Based Payment (PBP) models. The suite outlines four foundational elements required to support a successful transition to PBP models: 1. Patient Attribution, 2. Financial Benchmarking, 3. Performance Measurement, and 4. Data Sharing.
3. **Articles**: Two excellent *Harvard Business Review* articles that focus on bundled and capitated payments, respectively: 1. How to Pay for Healthcare and 2. The Case for Capitation.
4. **Discussion Paper**: Not for the faint hearted, this 96-page discussion paper from the Robert Wood Johnson (RWJ) Foundation, From Vision to Action, captures the essence of what we are trying to accomplish. It is based off of the popular RWJ Culture of Health released the previous year.

OPIOID CORNER

As we gear up for our three-county opioid response project, we will host a special section in each report to highlight new developments and learning opportunities in this area.

1. Washington Health Alliance focused on opioids in a new report "Different Regions, Different Care: A Report on Procedure Rate Variation in Washington State" released last week. They hosted a webinar with guest speakers Michael Von Korff, ScD Senior Investigator with the Group Health Research Institute and Gary Franklin, MD, MPH Medical Director for the Washington State Department of Labor and Industries. Slides are also available.
2. In an effort to combat the growing epidemic of prescription drug and heroin abuse, the FBI and DEA have released "Chasing the Dragon: The Life of an Opiate Addict," a documentary aimed at educating students and young adults about the dangers of addiction.

Financials

We continue to operate within budget. We anticipate execution of the $10,000 contract with Clallam County by Sept. We continue to track a projected 2016 budget. The revised projection on the next page incorporates Opioid Project activities and new research on liability insurance.

2016
January 1, 2016-December 31, 2016

APPROVED EXPENDITURES				YEAR TO DATE: JAN THRU JULY 2016		
Personnel	**Salaries**	**Benefits[1]**	**Total**	**BALANCE REMAINING**	**YEAR TO DATE**	**% SPENT (Target 58.3%)**
Director: 1.0 FTE for 9 months	79,362	23,809	103,171	51,223	51,948	50%
Program Coordinator: 0.5 FTE for 4 months	14,923	4,477	19,399	19,399	0	0%
Epidemiologist: 0.5 FTE for 11 months	37,279	11,184	48,463	32,438	16,025	33%
Assistant 0.4 FTE for 10 months	15,528	4,658	20,186	4,843	15,344	76%
Subtotal Personnel Costs	**147,092**	**44,127**	**191,219**	**107,901**	**83,318**	**44%**
Non-Personnel			**Total**			
Professional Services:						
Interim Project Manager (Jan. - March 2016)			23,605	3,915	19,690	83%
Communications Support (website)			3,500	3,500	0	0%
Legal or other consultant[2]			5,000	5,000	0	0%
Travel			4,000	2,915	1085	27%
Supplies			3,000	2,297	703	23%
Event/Meeting Expenses			5,000	2,103	2,897	58%
Other			0			
Subtotal Non-Personnel Costs			**44,105**	19,730	24,375	55%
Indirect Costs (25% of salaries & benefits)[1]			47,805	26,975	20,829	44%
TOTAL EXPENDITURES[3]			**283,129**	**154,606**	**128,522**	**45%**
DESIGNATED RESERVES[4]			**206,871**			

2016
January 1, 2016-December 31, 2016

PROJECTED EXPENDITURES

Personnel	Salaries	Benefits[1]	Total
Director: 1.0 FTE for 9 months	79,362	23,809	103,171
Epidemiologist: 0.3 FTE for 11 months	22,367	6,710	29,078
Assistant 0.6 FTE for 10 months	23,292	6,988	30,280
Subtotal Personnel Costs	**125,021**	**37,506**	**162,528**
Non-Personnel			**Total**
Professional Services:			
Interim Project Manager (Jan. - March 2016)			23,605
Communications Support (website)			3,500
Legal or other consultant[2]			5,000
Contractor: ave 70 hrs/month for 4 months (Sept - Dec 2016)			20,776
Travel			4,000
Supplies			3,000
Event/Meeting Expenses			5,000
Liability Insurance			633
Other			0
Subtotal Non-Personnel Costs			**65,514**
Indirect Costs (25% of salaries & benefits)[1]			40,632
TOTAL EXPENDITURES[3]			**268,674**
DESIGNATED RESERVES[4]			**234,147**

Olympic Community of Health

Partner Convening

September 13, 2016

9:00 a.m. to 12:00 p.m.

Jamestown S'Klallam Red Cedar Hall

1033 Old Blyn Highway, Sequim, WA

We are grateful to the Jamestown S'Klallam Tribe for donating the space for this meeting.

OBJECTIVES

1. Shared understanding on status of a State Medicaid Waiver and what this means to our region
2. Expand the inventory of community health initiatives, assessments and plans
3. Provide a sense of how other states and communities have approached OCH-like organizations and what we can learn from them

AGENDA

	Topic	Lead	Materials
9:00	Opening led by Jamestown S'Klallam Tribe	Jamestown S'Klallam	
9:05	Welcome and introductions	Roy Walker	1. OCH Update
9:20	Update: Three-County Opioid Response Project	Elya Moore TBD	2. Three-County Opioid Response Plan
9:25	Medicaid Waiver: Overview and Update	Kali Klein, HCA	
9:50	Regional Health Assessment and Planning: Adding to the health initiatives inventory and health assessment inputs	Siri Kushner Katie Eilers	3. OCH Inventory 4. OCH Inputs
10:15	**BREAK & REFRESHMENTS**		
10:30	**Planning for Success*** Models for Community Health Improvement from Around the Country and What We Can Learn from Them	Dr. Bruce Goldberg	PowerPoint slide deck
11:55	Drumming and songs lead by Jamestown S'Klallam Tribe	Jamestown S'Klallam	
12:00	Closing *Please complete the evaluation before you go!*	Roy Walker	

*** Planning for Success: Models for community health improvement from around the country and what we can learn from them**

We can learn a great deal from models from states and communities that have implemented innovations in health improvement and health care financing and delivery. Dr. Goldberg take us beyond the Waiver: sharing real-life examples of how can we work collaboratively to address health in the broadest sense, move the dial on the Triple Aim, capture savings, and direct investments in upstream and social determinants of health.

Bruce Goldberg, MD *has devoted his professional career to improving population health and the organization, delivery and financing of health and human services. He is currently a Senior Fellow at the Center for Health Effectiveness at the Oregon Health and Sciences University. Prior to that, he served two Oregon Governors as the Director of the Oregon Office for Health Policy and Research from 2003-2005, Director of the Oregon Department of Human Services from November 2005 through February 2011, and then was the founding Director of the Oregon Health Authority from February 2011 through 2013. Bruce led Oregon's nationally recognized health reforms transforming Oregon's Medicaid system to one based on a model of coordinated care and population health improvement. He is currently working with Oregon's Tribal Health Directors to improve care coordination and take advantage of opportunities to improve health for their members as a result of new federal Medicaid rules.*

Olympic Community of Health
Meeting Minutes
Board of Directors
August 3, 2016

Date: 08-03-2016	**Time: 8:30 am- 11:00 am** **Work Session: 11:00-1:30**	**Location:** Red Cedar Hall, Jamestown S'Klallam Tribal Center.

Chair: Chair: Roy Walker, *Olympic Area Agency on Aging.*

Members Attended: Chris Frank, *Public Health;* Jennifer Kreidler Moss, *Peninsula Community Health Services;* Kat Latet, *Community Health Plan of Washington;* Eric Lewis, *Olympic Medical Center;* Gill Orr, *Cedar Grove Counseling;* Kerstin Powell, *Port Gamble S'Klallam Tribe;* Joe Roszak, *Kitsap Mental Health Services;* Brent Simcosky, *Jamestown S'Klallam Tribe;* Doug Washburn, *Kitsap County Human Services;* Hilary Whittington, *Jefferson Healthcare;* Leslie Wosnig, *Suquamish Tribe*

Non-Voting Members Attended: Kayla Down, *Coordinated Care*; Allan Fisher, *United Healthcare;* Vicki Kirkpatrick, *Public Health;* Laurel Lee, *Molina Healthcare;* Jorge Rivera, *Molina Healthcare;* Caitlin Safford, *Amerigroup;* Andrea Tull, *Coordinated Care*

Other: Bobby Beeman*, *Olympic Medical Center;* Maria Courogen, *Department of Health;* Keith Grellner, *Kitsap Public Health District;* Jim Jackson, *Department of Social and Health Services;* Siri Kushner, *Kitsap Public Health District;* Angie Larrabee, *Kitsap Public Health District;* Elya Moore, *Olympic Community of Health;* Paj Nandi, *Department of Health;* Chase Napier, *Health Care Authority;* Lisa Rey Thomas, *UW Alcohol and Drug Abuse Institute*

*Attended work session only

Person Responsible for Topic	Topic	Discussion/Outcome	Action/Results
	Objectives:	1. Agree on path forward for OCH Articles of Incorporation 2. Agree on path forward for OCH Bylaws	
Roy Waker	**Welcome and Introductions**	Roy called meeting to order at 8:40 am. Brent Simcosky welcomed the Board and public to the Jamestown S'Klallam Red Cedar Hall.	
Board	**July Board Minutes**	Approval of minutes.	July Minutes **APPROVED** unanimously
Board	**Consent Agenda**	Approval of Consent Agenda.	Consent Agenda **APPROVED** unanimously
Hilary Whittington	**Budget**	Medicaid waiver release in next 4 months could affect 2017 budget. Budget is under the 50% target (34% personnel, 53% non- personnel = 46% total). Program Coordinator position was originally budgeted as Personnel cost, but OCH will	No action required.

		contract out for this position instead, which moved it to non-personnel. Projected 2017: Epidemiologist and Assistant moved to non-personnel. Addition of Professional development fees. Added directors and officers liability insurance. Summary: On track to stay within budget for 2016. Financial future of OCH is uncertain. Hilary recommends approving the 2017 budget at the November Board meeting.	
Siri Kushner	**Coordinated Opioid Response Project**	Siri reviewed the process used to select project. OCH will move into planning phase over next few months: • In depth assessment over 3 counties, • Identify and engage with key partners • Convening cross-sector leadership group • Anticipates holding 3-county Opioid Summit • Identify key measures. Project will transition from planning phase in February and into implementation. Siri mentioned several members of the RHAP committee who had been involved in the project selection. Siri Reviewed operational milestones. OCH Received budget amendment from HCA on August 2. $50k grant funds must be spent by January 31, 2017. Proposed budget shows distribution of nearly all of $50k funds by January 31 ($49,999). Budget assumes KPHD Epidemiologist, Siri, will take over assessment, Elya and Angie will maintain administrative duties and OCH will contract out for Coordinator/Consultant position. Elya described her expectations for a Program Coordinator: • Can hit the ground running • Understands tribes, BHO, and community • Has technical abilities • Ideally understands complexities of opioid issue.	

		Hilary noted that hiring a Coordinator from outside of the OCH region could be costly, and the budget will need to be amended should this occur. A board member expressed concern about money transferring through the OCH, which is not yet a legal entity. Roy noted that though OCH is not yet a legal entity, it has Kitsap Public Health District (KPHD) as legal backbone. Money is transferred through KPHD to the OCH and to projects/staff. Additionally, the member expressed concern that OCH voted without a conflict of interest to give itself money and explained that they feel the OCH selected the correct project, but there was no clear path to get to this decision. Roy commented that it is good to question OCH process and role function, but noted that we (the Board) are the resources that would be working to make these positive changes in the community and other ACHs are doing other similar work to support community, so the OCH is on track. Another Board member voiced support to the paper trail of process and suggested HCA could provide guidance for what the project was intended to do, leveraging OCH as convener. Another Board member commented that the people around the OCH table have a broader base of interest to address the opioid issue, and additionally noted that the amount of money is minimal and OCH may want to consider not having the money directly flow through the organization. Another comment was made that if there was not a strong OCH presence in this project, the project may not go anywhere. OCH has more interest in making sure this project is success – for that reason, this project needs to move forward. Another member commented that the only problem would be *not* doing anything with the money and said OCH should do best it can with the money. Joe made a **motion** that the OCH Board accept Salish BHO's request to receive the money from HCA and staff the project. After additional conversation, this motion was not seconded.	

		Elya noted that a regional health improvement project is a contract deliverable. This is additional money to do something we are already contractually obligated to do. The budget amendment would get submitted to the contract authority (HCA) and the backbone (KPHD) would sign contract. Money would be released from HCA to KPHD and then the OCH Board would have fiduciary oversight over project. A member of the Regional Health Assessment and Planning (RHAP) Committee noted that during the project selection process, nobody in the RHAP Committee stated that money would be granted to SBHO, and was under the impression that OCH would be liable and had solicited the idea from SBHO. SBHO application said work would happen through OCH and would work closely with director of OCH. A Board member agreed with Joe's idea and thought the Board should pass a motion that clarifies the process. Elya noted that this money ($50k) is additional assistance to our budget for Regional Health Improvement Projects. She also commented that this type of work covers all sectors and tribes and the OCH is the perfect neutral organization to take on this project. The deadline for this money to be spent is the same as HCA contract termination date between KPHD to serve as the OCH backbone. An attendee commented that, as member of RHAP committee, and a reviewer of project submittals, there were several points to address: - In the entire conversation during project review, there was no conversation to how this would benefit OCH, only about importance of the project in our community. - This is a huge community issue, and the Board member appreciated that the SBHO suggested this is the right project for OCH to take on. - Thought HCA purpose for these project dollars was to look at how OCH is moving forward as an	Motion for OCH to accept the request from Salish Behavioral Health Organization to implement the opioid project **APPROVED** unanimously.

		organization and is testing how ACHs are operating in the arena of handling money. When the waiver comes though, these are the kinds of projects that will be happening within ACHs. - Lastly, this is an opportunity for OCH to show HCA what we can do. There was a recommendation from a Board member to clarify project selection and process in the Bylaws.	Motion to approve submission of budget and contract amendment by OCH Staff, with guidance from OCH Executive Committee and KPHD as soon as possible after receipt of contract amendment **APPROVED** unanimously.
Roy Walker	**Articles of Incorporation** **"Articles"**	The Executive Committee made a series of recommendations regarding type of organizational structure. Note: other ACHs are 501(C)3, one is LLC. 1. Recommendation for OCH to file as 501c3 2. Recommendation to keep articles short and simple 3. Recommendation to list Directors as only the five officers of the Executive Committee 4. Recommendation to list incorporators as only the five officers of the Executive Committee. Discussion: Leslie noted that the Suquamish Tribe reviewed the articles with the tribal legal counsel, and there were no concerns. A question arose if OCH would separate from its KPHD backbone as soon as OCH incorporates. This is uncertain and will need to be discussed with KPHD. Elya suggested sending the articles to all 7 tribes for review by their legal counsel before submitting. It was noted that HCA will implement a financial executor for the ACHs. Majority of ACHs have a backbone, but once ACH becomes legal entity, their backbone serves as fiscal sponsor. Chelan-Douglas Health District operates their ACH, similarly to OCH. The Board voted to approve the recommendations.	Motion to approve all four recommendations **APPROVED** unanimously.

Jennifer Kreidler-Moss	**Bylaws**	Jennifer reviewed Bylaws highlights and asked the Board to make comments or suggestions for each section. At the Executive Committee meeting, Leonard suggested all tribes individually review bylaws and send it though their council. The Bylaws were drafted with the plan to become 501(c)3. Article I. Purpose: Discussion: • Suggestion to add names of three counties, but it was noted that the Executive Committee decided to not name the specific counties. • There was a comment that if counties are named, will also need to name tribes. It was suggested to use the terms "local governments and tribal governments" in place of names. • Suggestion to use "regional service area" and define regional service area better. Article IV. Discussion: • Number: There was a suggestion to raise the maximum number of Board members from 25 to 29. • It was noted that the term "stakeholder" is used throughout and needs to be changed to "partner". • Suggestion to remove "health" from "health partners" because OCH partners are broader than just the health field. • A question arose regarding arguments within sector to choose board member. It was stated that the Executive Committee and the Board would make the decision in that situation. • It was noted that tribal representation on the Board is voluntary. • Term Limits: Allows 2 year terms, but no number of term limits. Changed to sector having option to nominate same or different candidate after 3 consecutive terms. • Meetings: Concern that 10 days' notice is too long for administration	Motion to approve all four recommendations **APPROVED** unanimously. 1. The Board authorizes the Executive Director to revise the Bylaws per discussion at this (Aug 3) Board meeting and circulate a revised version to Board members as soon as possible for legal review. The executive committee will review a revised version of the bylaws at their August 26 meeting and make a recommendation to the Board at the September 7, 2016 Board meeting. 2. The Board authorizes the Executive Director to investigate Directors and Officers Liability Insurance and select and purchase a plan prior to the Articles of Incorporation being accepted by the Secretary of State's office. 3. The Board authorized the Executive Director to draft a Fiscal Sponsorship Agreement for review and recommendation by the Executive Committee for the full Board at the September 7, 2016 Board meeting. 4. The Board authorizes the Executive Director to draft a Conflict of

		to actually meet. Some things may come up in shorter than 10 days. Changed to 3 days (with as much notice as possible.) • Meetings by telephone: Change to meetings by "Electronic Connectivity", add webinar, etc. eliminate fax. There was an additional comment to have a lawyer review this section, pertaining to WA state law. • Tribes are not subject to attendance, therefore tribes are not included in quorum. Current number of members needed to be present: 8 for quorum. • 7.9 state that tribes can have alternate representation that counts toward quorum and vote. • Comment that sectors should have vote even if director in board is unable to attend. • Suggestion to remove terminology about more than one member filling officer roles other than President and Vice President. Article VI. Committees: • Finance committee: the treasurer wants finances to be really transparent, so a finance committee may or may not be necessary. If there's a finance committee, the minimum number of members would be three. Don't want it to be mandatory that it meets a certain number of times per time period. • RHAP committee meetings currently held quarterly. Article VII. Administrative Service Organization: • Comment that Administrative Service Organization needs to be stated in bylaws – Currently this is KPHD. • Suggestion to change "shall" to "may" for legal purposes. • There was some concern about 401k/health insurance and who can/cannot receive these benefits based on who is an actual employee vs contracted. Need clarity for non-personnel staff. • Need for graphic that depicts the relationship between the Administrative Service Organization and the OCH.	Interest Policy as described in the Bylaws for review and recommendation by the Executive Committee for the full Board at the October 5, 2016 Board meeting.

		Article VIII. • There was a comment that indirect expenses are often very high with county governments. • There was a suggestion to raise the minimum expenditure from $2,500 to $5,000 for Board approval and use term "material". "Any non-budgeted material expenditures in excess of $5,000 shall require approval by Executive Committee. Any material change will be brought to the Board for consideration." • Add definition of "material" • There was a comment that will need much more detailed financial policies referred to in the bylaws if waiver money comes through as high as expected. • There was a comment that "shall" is overused in the bylaws and can cause legal issues, and should change to "may" where applicable. The document should be reviewed by a lawyer. • Bylaws need 10 days' notice for changing. Article IX. • Comment that conflict of interest policy is okay for now but will need to be revisited. **Bylaws Recommendation:** The Board agreed to vote on all four recommendations in one motion, pending slight changes to the first recommendation, and including the changes made to the Bylaws during discussion. Eric Lewis offered for OMC's legal counsel to review our bylaws. Comment from MCO that OCH moved these bylaws though much quicker than other ACHs.	
Roy Walker	**Public Comment**	Keith Grellner, Administrator, Kitsap Public Health District made the following comment: KPHD has no current plans to continue to be the backbone agency for OCH after the current contract runs out, however KPHD is still open to the conversation of services needed from Board. KPHD would like to see OCH become a	

		legal entity and separate from KPHD to run on its own. Brent took a moment to show appreciation for Elya's hard work as Director of OCH.	
Roy Walker	**Adjourn**	The meeting adjourned at 11:07 am. A Work Session immediately followed the Board meeting.	

BYLAWS
OF
Olympic Community of Health

ARTICLE I.
NAME

The name of the corporation shall be The Olympic Community of Health, and it is referred to in these Bylaws as the "OCH."

ARTICLE II.
PURPOSES

Section 1. Purposes. The purposes for which the OCH is formed, and the business and objectives to be carried on and promoted by it, are as follows:

To operate exclusively for charitable, scientific, and educational purposes, and to advance the goal of the OCH to improve the overall health and wellbeing of our communities and Tribes across Clallam, Jefferson and Kitsap counties through a collaborative approach focused on sustainable and equitable solutions.

Section 2. Dedication of Assets. The property of the OCH is irrevocably dedicated to charitable purposes. No part of the net earnings, properties or other assets of the OCH shall inure to the benefit of any private person or individual, or to any member, Director or officer of the OCH. Notwithstanding the foregoing, this Section shall not prevent payment to any such person of reasonable compensation for services performed for the OCH in effecting any of its public or charitable purposes, provided that (i) compensation is permitted by these Bylaws and approved by resolution of the Board, and (ii) no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the OCH.

ARTICLE III.
DEFINITIONS

The following terms used in these bylaws are defined as follows:

"Administrative Service Organization" means the organization that supports and facilitates the business and activities of the OCH. Such activities may include: payroll services, benefits administration, human resources, information technology, data analytics and evaluation, and communications.

"Board" means the Board of Directors of the OCH.

"Committee" means two or more individuals who are assigned to work on a specific issue, and are interdependent in the achievement of a common goal.

"Community Member" means a representative of the community that represents a priority health issue or a local health coalition of community members.

"Conflict of Interest" means a situation in which a Director has the potential to vote on a matter that would provide direct or indirect financial benefit to that Director or their immediate family or to any agency with which that member is affiliated.

"Director" means an individual appointed as a member of the Board of Directors.

"Executive Committee" means the Board of Directors President, Vice-President, Secretary, Treasurer, and At-Large.

"Executive Director" means the senior operating officer of the OCH.

"Financial Interest" means a person having directly or indirectly, through business, investment, or family:

- An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

"Health" means the state of complete physical, mental and social well-being, and not merely the absence of disease and infirmity. These include the conditions in which people work, live, play and contribute.

"Material" describes information that, if omitted or misstated, could influence the economic decisions of users taken on the basis of the financial statements. Materiality therefore relates to the significance of transactions, balances and errors contained in the financial statements. Materiality defines the threshold or cutoff point after which financial information becomes relevant to the decision making needs of the users. Information contained in the financial statements must therefore be complete in all material respects in order for them to present a true and fair view of the affairs of the entity. Materiality is relative to the size and particular circumstances of individual companies.

"Member" means a person admitted to the OCH Partner Group as provided in Article VII.

"Organization" means any group of people who have joined together for a particular purpose, ranging from social to business, and usually meant to be a continuing organization. It can be formal, with rules and/or bylaws, membership requirements and other trappings of an organization, or it can be a collection of people without structure.

"Regional Health Improvement Plan" means a mechanism through which key ~~health stakeholders~~ partners in a community representing whole-person health plan, facilitate and coordinate activities required for transformation of the community's health system.

"Regional Service Area" means the region jointly designated by the Health Care Authority (HCA) and Department of Social and Health Services (DSHS) for Medicaid purchasing of physical and behavioral health care~~Accountable Community of Health region as defined by the Health Care Authority~~, in alignment with Accountable Community of Health regions.

"Sector" means a category of organizations, governments, businesses and/or individuals who share the same or related mission, product or service within the Regional Service Area. (For example, Social Services, Hospitals, Transportation, Federally Qualified Health Centers, Philanthropy, Housing, Community Based Organizations, Consumer Representative, Public Health, Managed Care Organizations)

"Tribe" means an American Indian or Alaska Native tribal entity that is recognized as having a government-to-government relationship with the United States, with the responsibilities, powers, limitations, and obligations attached to that designation, and is eligible for funding and services from the Bureau of Indian Affairs.

ARTICLE IV.
BOARD OF DIRECTORS – DUTIES AND PRINCIPLES

Section 1. Power and Duties.

1.1 Powers. Prudent management of all the affairs, assets, property and goodwill of the OCH shall be vested in a Board of Directors. The Board may delegate the management of the day-to-day operation of the business of the corporation to a management company, committee (however composed), or other person, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors. Directors shall not delegate or proxy their respective responsibilities and rights as members of the Board pursuant to these Bylaws and required under federal and state law.

1.2 General Duties. The Board will provide strategic direction and work in partnership with the Partner Group and workgroups on approved projects. They shall act as liaison for the OCH to Washington State Health Care Authority on funding, governance, alignment of state initiatives with regional preferences and other topics that may arise. They shall serve as voice for the OCH to other, relevant offices in Olympia and to local, elected officials. The Board secures funding for core collaborative activities of the OCH partners that benefit the shared aims of the organization, and overseas and develops the sustainability plan for the corporation. They ensure that the corporation obeys applicable laws and acts in accordance with ethical practices, that it adheres to its stated corporate purposes, and that its activities advance its mission.

Section 2. Number. The number of Directors shall be determined from time-to-time by a vote of the Board but shall consist of not less than fifteen (15) and not more than twenty-~~five~~ nine (~~25~~29). Other than as to the initial Board, the number of Directors may at any time be increased or decreased by the Board who shall have the power to elect additional Directors at any regular or special meeting of the Board. The change in number of Directors shall not however, diminish the term of any incumbent director, whose term may be diminished only as provided by law and these Bylaws.

Section 3. Board Representation by Sector and Tribe. Each Board member shall either represent a Tribe or a designated Sector established by the Board. Board membership may include representation up to the maximum number of directors pursuant to Section 2 hereof. No Sector shall have more than one designated member on the Board of Directors. A sector may designate an alternate member if desired. The Board may add or modify Sectors that should be represented by a vote of the Board. Tribes may alternate designated members on the Board of Directors, with each Tribe represented by one vote on the Board of Directors. The ~~Administrative Service Organization~~Executive Director shall maintain a list of the Sectors and Tribes for representation on the Board.

Section 4. Nomination and Election of Directors.

4.1 Board Sector Representative Nomination Process. Candidates for Board members shall be nominated by each Sector. The nominations will be referred directly to the Board for approval. In the event a Sector cannot nominate a representative within thirty (30) days, the Board, either directly or through Committee, will solicit, receive and vet nominations, and recommend a sector representative to the Board.

4.2 Tribe Representative Nomination Process. Tribes may appoint alternate representatives as desired on the Board of Directors. Tribal representation on the Board of Directors is voluntary.

4.3 Election. The Board approves Sector membership to the Board and elects its Board Sector Directors. Directors ~~shall~~ may be elected at the annual meeting, or at any regular or special meeting of the Board. The Board does not have authority to confirm or deny Tribal appointments.

Section 5. Term of Office. During the first year after adoption of these Bylaws, Directors shall be elected to an initial one-year (1) term. For the purpose of staggering the terms, following the initial one-year term, thirty (30%) of the Board of Directors shall serve a one (1) year term and the remaining Directors shall serve a two (2) year term. The initial groups shall be determined by a lottery. Thereafter, each Director's term of office shall be for two (2) years, which shall end on the latter of the date of the annual meeting or succession of a new director. At the end of three (3) consecutive terms, each sector has the option to nominate the same Candidate or to nominate a new Candidate to represent the sector on the Board. Term of Office does not apply to Tribes.

Section 6. Compensation. The Directors shall receive no compensation for services for and on behalf of the OCH.

Section 7. Meetings.

7.1 Annual Meeting. An annual meeting of the Board shall be held each year in the autumn (between September and November), prior to December 31. At this meeting the Board ~~shall~~ may approve a budget for the activities of the OCH for the following year, and elect new Board members.

7.2 Regular Meetings. Regular Board meetings shall be scheduled at the discretion of the Board, but are required not less than four (4) times per year. By resolution, the Board may specify the date, time and place for the holding of regular meetings without other notice than such resolution.

7.3 Special Meetings. Special meetings of the Board may be called at any time by the President or any five (5) members of the Board, whereupon the Secretary shall give notice as specified by the Board to each Board member.

7.4 Meetings by ~~Telephone~~Electronic Connectivity. Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee by means of a conference telephone, webinar, ~~-~~or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

7.5 Place of Meetings. All meetings shall be held at the principal office of the corporation or at such other place within or without the State of Washington designated by the Board, by any persons entitled to call a meeting or by a waiver of notice signed by all Directors.

7.6 Notice of Special Meetings. Notice of special Board or committee meetings shall be given to a Director in writing or by personal communication with the Director not less than ~~ten~~ three days before the meeting, with as much notice as possible. Notices in writing may be delivered or mailed to the Director at his or her address shown on the records of the corporation or given ~~by facsimile or~~ electronic transmission. Neither the business to be transacted at, nor the purpose of any special meeting need be specified in the notice of such meeting. If notice is delivered by mail, the notice shall be deemed effective when deposited in the official government mail properly addressed with postage thereon prepaid.

7.7 Waiver of Notice.

A. In Writing. Whenever any notice is required to be given to any Director under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

B. By Attendance. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

7.8 Quorum. A simple majority of the full Board of Directors then in office at the beginning of each meeting shall constitute a quorum for the transaction of business. ~~Each of the Tribes in the Regional Service Area shall be eligible to vote at each meeting but are not subject to the attendance requirements of section 10. Therefore, the Tribes shall not be included in determining a quorum.~~

7.9 Alternative Representation. In the event a Director is unable to attend a board meeting, the Director may authorize a representative to attend as a guest at a board meeting, provided that such Director provides reasonable notice to the Board. Only attendance by Directors, or previously appointed alternates within the Sector, will constitute a quorum and for the purposes of voting on business items.

Section 8. Voting and Manner of Acting.

8.1 Board Actions. Each Director, or previously approved alternate,- and each Tribe will have one (1) vote. The act of the majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Washington law.

8.2 Presumption of Assent. A Director at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent or abstention is entered in the minutes of the meeting, or unless such Director files a written dissent or abstention to such action with the person acting as secretary of the meeting before the adjournment thereof, or forwards such dissent or abstention by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of such action.

8.3 Action by Board Without a Meeting. Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by each of the Directors. Such written consents may be signed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

Section 9. Resignation. Any Director may resign at any time by delivering written notice to the President or the Secretary at the registered office of the corporation, or by giving oral or written notice at any meeting of the Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 10. Removal from Office. Directors are expected to regularly attend Board meetings; however, they shall notify the President or Executive Director with appropriate notice if they are not able to attend such meeting. Absences from more than one-third (1/3) of the regularly scheduled meetings in any given calendar year may be grounds for removal. ~~Any Director, unless they have been appointed by a Tribe, may be removed by a sixty percent (60%) vote of the Board, such vote being held at an annual, regular or special meeting of the Board.~~

Section 11. Vacancies on Board of Directors. Sector representatives are responsible for identifying and forwarding candidates to the Board to fill vacant positions. Vacancies occurring on the Board may be voted on and ratified at any regular or special Board meeting by the remaining Directors. Newly elected Directors shall serve the remaining term of the vacant position.

Section 12. Duty of Loyalty. Directors shall put the OCH interests ahead of their own when making all decisions in their capacities as corporate fiduciaries. They must act without personal economic conflict, and are required to sign a conflict of interest policy upon election to the Board.

ARTICLE V.
OFFICERS

Section 1. Election and Term of Office. The officers of the OCH Board shall be President, Vice President, Secretary a Treasurer, and At-Large. At the end of the President's term, the At-Large office will be replaced by the Past-President. The Board may approve additional officers as it deems necessary for the performance of the business of the OCH. ~~Any two or more offices may be held by the same person, except the offices of President and Secretary.~~ The term of office shall commence on July 1 and each officer shall hold office for one (1) year or until he or she shall have been succeeded or removed in the manner hereinafter provided. Such offices shall not be held for more than three (3) consecutive terms. Such officers shall hold office until their successors are elected and qualified. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

Section 2. Removal. Any officer or agent may be removed by the Board with or without cause by a sixty percent (60%) vote of the Board, if deemed in the best interests of the OCH.

Section 3. Compensation. The officers shall receive no compensation for services rendered on behalf of the OCH.

Section 4. President. The President shall preside at all meetings of the Board, shall have general supervision of the affairs of the corporation, and shall perform such other duties as are incident to the office or are properly required of the President by the Board.

Section 5. Vice-President. The Vice-President shall preside at all meetings in the absence of the President and perform such other duties as are incident to the office or are properly required of the Vice-President by the Board.

Section 6. Secretary. It shall be the duty of the Secretary of the Board to keep all records of the Board and of the OCH, to give notice of meetings, and to perform such other acts as the President or Board may direct.

Section. 7. Treasurer. The Treasurer is accountable for all funds belonging to the OCH, and shall assure that policies and procedures regarding the disposition of assets and all related financial transactions are followed as prescribed by the Board or these Bylaws.

Section 8. Past-President. The Past-President shall advise the incoming President of position responsibilities and provides advice, support and information as needed to the new President and board.

Section 9. At-Large. The At-Large may be assigned to serve on committees or undertake special projects. This office will be replaced by the Past-President office after the first term.

ARTICLE VI.
COMMITTEES

Section 1. Committees. The Board may appoint, from time to time, from its own members and/or the public, standing or temporary committees consisting each of no fewer than two (2) Directors. Such committees may be vested with such powers as the Board may determine by resolution passed by a majority of the Board. No such committee shall have the authority of the Board in reference to amending, altering, or repealing these Bylaws; electing, appointing, or removing any member of any such committee or any Director or officer of the corporation; amending the Articles of Incorporation, adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, or exchange of all or substantially all of the property and assets of the corporation other than in the ordinary course of business; authorizing the voluntary dissolution of the corporation or adopting a plan for the distribution of the assets of the corporation; or amending, altering, or repealing any resolution of the Board which by its terms provides that it shall not be amended, altered, or repealed by such committee. All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the corporation. The designation of any such committee and the delegation of authority thereto shall not relieve the Board or any member thereof of any responsibility imposed by law.

Section 2. Standing Committees. The following committees are authorized and ongoing Committees of the Board:

A. Executive Committee. Membership of the Executive Committee shall consist of the officers of the Board which are President, Vice-President, Secretary, Treasurer, and At-Large. At the end of the President's term, the At-Large office will be replaced by Past-President. A majority of the Executive Committee shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business. The Executive Committee shall have authority to conduct business on behalf of the OCH between regular Board meetings should authority be expressly given to them by the Board. The Executive Committee will review and recommend changes, if charged by the Board, to the Bylaws.

B. Finance Committee. The Treasurer of the Board shall chair a committee comprised of at least three (3) Directors to provide financial oversight for the organization. In addition to developing an annual budget, the committee will establish long-term financial goals that will provide for the sustainability of the corporation.

C. Regional Health Assessment and Planning Committee. A Director of the Board shall chair the RHAP Committee, which will be comprised of at least two (2) Directors and no fewer than eleven (11) general members, including at least one representative from a Tribe and one representative from each of the three counties in the RSA. Thirty-three percent (33%) of RHAP Committee members shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, with at least one representative present from each county and ideally at least one representative from a Tribe. RHAP Committee membership will be open to each Tribal Nation and multiple sectors; the roster will be updated on a regular basis. RHAP Committee regularly reviews health assessments and advises the Board on regional health priorities and how to address them.

ARTICLE VII.
ADMINISTRATIVE SERVICE ORGANIZATION

The Board ~~shall~~ may select and contract with an Administrative Service Organization that ~~shall~~ may be the general manager of this corporation. The Administrative Service Organization ~~shall~~ may have such qualifications as determined by the Board from time to time, including experience and education suitable to fulfill the duties of managing the corporation. The Administrative Service Organization ~~shall~~ may have the necessary authority and be held responsible for the administration of all corporate activities and departments subject only to the policies adopted by and the orders issued by the Board or by any of its committees to which it has delegated powers for such action The Administrative Service Organization ~~shall~~may act as the duly authorized representative of the Board in all matters in which the Board has not formally designated some other person for that specific purpose. At least annually, the Board ~~shall~~may evaluate the performance of the Administrative Service Organization against measurable goals developed by the Board in consultation with the Administrative Service Organization. The Board ~~may~~may elect to terminate any and all contracts with the Administrative Service Organization, with notice and with or without cause. The Board shall provide notification of contract termination in writing to the executive representative of the Administrative Service Organization.

ARTICLE VIII.
FINANCE

Section 1. Finance. The annual budget shall be prepared and approved by the Board at the annual meeting of the Board. The OCH shall operate on a fiscal year, which runs from January 1 to December 31.

There ~~shall~~ may be created by the Board a general fund of the OCH. Said funds shall be administered by the Board or their designee. This fund shall be utilized for the payment of general operating expenses. Any non-budgeted expenditure in excess of $~~2,500~~5,000.00 shall require approval by the ~~Directors~~Executive Committee. Any material change will be brought to the Board for consideration.

Section 3. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the OCH, and that authority may be general or confined to specific instances.

Section 4. Checks, Drafts, ~~Etc~~and items of similar nature. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the OCH shall be signed by the officer or officers, agent or agents of the OCH and in the manner as ~~shall~~ may from time to time be determined by resolution of the Board of Directors.

Section 5. Deposits. All funds of the OCH shall be deposited in a timely manner to the credit of the OCH in the banks, trust companies or other depositories as the Board of Directors may select.

Section 6. Remuneration. No salary shall be paid to members of the Board or Committee. Members may be reimbursed for reasonable and necessary expenses incurred for the purposes of doing business, and attending meetings on behalf of the OCH. Such expenses incurred may be reimbursed provided appropriate documentation and timely submission of expense receipts are provided within sixty (60) days of such occurrence.

ARTICLE IX.
CONFLICTS OF INTEREST AND PROHIBITED TRANSACTIONS

Section 1. Conflicts of Interest Policy. The Board of Directors shall adopt policies and procedures to comply with the requirements of this Article IX and to address any conflicts of interest between the OCH and the Board and its officers, employees and/or agents of this corporation ("Conflicts of Interest Policy"). To ensure the OCH operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, the Board ~~shall~~ may conduct periodic reviews of these Bylaws and the Conflicts of Interest Policy. The periodic reviews ~~shall~~may, at a minimum, include the following subjects:

(i) whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and

(ii) whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 2. Annual Disclosure. Each member of the Board and principal officer shall annually sign a disclosure statement which affirms such person: (i) has received a copy of the conflicts of interest policy; (ii) has read and understands the conflicts of interest policy; (iii) has agreed to comply with the conflicts of interest policy, and (iv) understands the OCH is charitable and in order to maintain its federal tax exemption it must be organized and operated for one or more tax-exempt purposes set forth in Section 501(c)(3) of the Internal Revenue Code. In addition, such disclosure state shall include each director's affiliations (as trustee, board member, officer, employee, advisory committee member, development committee member, volunteer, etc.) with any actual or potential grantee or borrower of the OCH or any other organization with which the OCH may have a financial relationship, and the affiliations of persons with whom a director has a close relationship (a family member or close companion) with any actual or potential grantee or borrower of the OCH or any other organization with which the OCH may have a financial relationship. The form of such annual disclosure statement ~~shall~~ may be prescribed and adopted by the Board of Directors and reviewed on an annual basis.

Section 3. Self-Dealing Transactions.

3.1 Prohibition and Standard for Approval. Except as provided by this Section, the Board of Directors shall not approve or permit the OCH to engage in any self-dealing transaction. A self-dealing transaction is a transaction to which this corporation is a party and in which one or more of its directors has a financial interest. Notwithstanding the foregoing, the OCH may engage in a self-dealing transaction only as follows:

(i) if the transaction is approved by a court or by the Attorney General, or

(ii) if the Board determines, before the transaction, that (1) this corporation is entering into the transaction for its own benefit; (2) the transaction is fair and reasonable to this corporation at the time; and (3) after reasonable investigation, the Board determines that it could not have obtained a more advantageous arrangement with reasonable effort under the circumstances. Such determinations must be made by the Board in good faith, with knowledge of the material facts concerning the transaction and the interest of the director or directors in the transaction, and by a vote of a majority of the directors then in office, without counting the vote of the interested director or directors.

3.2 Notification and Process. Whenever a Director or Officer has a financial or personal interest in any matter coming before the Board, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested Directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

The Board may also vote to exclude a Director against whom a claim of conflict of interest or violation of appearance of fairness is made from Board votes or from executive sessions until the claim against the member is resolved. Additionally, the Board may by majority vote exclude a member from a portion of any executive session where a matter of potential legal conflict between OCH and the member is to be discussed.

Section 4. No Loans. No loans shall be contracted on behalf of the OCH and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. That authority may be general or confined to specific instances. No loans shall be made by the OCH to a Director nor shall the OCH guarantee the obligation of a Director unless either: (a) the particular loan or guarantee is approved by the vote of a majority of the votes represented by members in attendance at the meeting upon which the matter is considered, except the votes of the benefited Director, or (b) the Board determines that the loan or guarantee benefits the OCH and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees.

ARTICLE X.
INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. The OCH shall indemnify any present or former volunteer of the corporation including Directors, officers, Committee officers and Committee members as well as any present or former employees or agents of the corporation, to the fullest extent possible against expenses, including attorneys' fees, judgments, fines, settlements and reasonable expenses, actually incurred by such person relating to his or her conduct as a Director, officer, Committee officer, Committee member, volunteer, employee or agent of the corporation, except that the mandatory indemnification required by this sentence shall not apply (i) to a breach of the duty of loyalty to the organization; (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law; (iii) for a transaction from which such person derived an improper personal benefit; (iv) against judgments, penalties, fines and settlements arising from any proceeding by or in the right of the organization, or against expenses in any such case, where such person shall be adjudged liable to the corporation, or (v) when otherwise prohibited by law.

Service on the Board of Directors of the corporation, or as an officer, Committee officer, Committee member, volunteer, employee or agent thereof, is deemed by the corporation to have been undertaken and carried on in reliance by such persons on the full exercise by the corporation of all powers of indemnification which are granted to it under these bylaws and as amended from time to time. Accordingly, the corporation shall exercise all of its powers whenever, as often as necessary and to the fullest extent possible, to indemnify such persons. Such indemnification shall be limited or denied only when and to the extent provided above unless legal principles limit or deny the corporation's authority to so act.

Section 2. Insurance. Upon and in the event of a determination by the Board of Directors to purchase indemnity insurance, the OCH ~~shall~~ may purchase and maintain insurance on behalf of any agent of the OCH against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, provided that the OCH has the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE XI.
DISSOLUTION

Upon dissolution of the OCH, assets (including monies and equipment) and property (including records) shall be distributed among other charitable, educational, religious or scientific organizations that qualify as an exempt organization or organizations under section 501 (c) (3) of the Internal Revenue Code. Decisions regarding dissolution will be made by the Board, however, no transfer will be made that will adversely affect the OCH's tax status at time of dissolution or retroactively.

ARTICLE XII.
AMENDMENTS

The Board shall have power to make, alter, amend and repeal the Bylaws of the OCH, provided the Board will not approve any such alteration, amendment or repeal on which such action shall first have received approval of two-thirds of the Board. The Board shall receive 10 business days' notice of any proposed action to alter or amend the Bylaws of the OCH. These Bylaws may be amended by sixty percent (60%) vote of the votes cast by the Directors. This may be accomplished at either a regular or special meeting with notice given as specified in Article IV.

I certify that the foregoing Bylaws of the Olympic Community of Health were adopted by the Board of Directors this ______ day of ____________, 2016, and that they are currently in effect.

____
Roy Walker, Executive Director, Olympic Area Agency on Aging

President of the Olympic Community of Health Board of Directors

I certify that the foregoing Bylaws of the Olympic Community of Health were adopted by the Board of Directors this ______ day of ____________, 2016, and that they are currently in effect.

____

Leonard Forsman, Suquamish Tribal Chairman
Secretary of the Olympic Community of Health Board of Directors

Olympic Community of Health

Finance Committee Charter

	Member Name	Role	Agency or Affiliation
1	Hilary Whittington	Chair, Treasurer	CFO, Jefferson Healthcare
2	TBD	Member	
3	TBD	Member	

Finance Committee Purpose

The committee is responsible for recommending financial policies, goals, and budgets that support the mission, values, and strategic goals of the organization. The committee also reviews the organization's financial performance against its goals and proposes major transactions and programs to the board. In addition to developing an annual budget, the committee will establish long-term financial goals that will provide for the sustainability of the organization.

Finance Committee Operating Principles

- The Treasurer of the Board shall chair the Finance Committee
- The Finance Committee will be comprised of at least three voting members from the Board of Directors
- Committee members should have backgrounds in finance, accounting, business, investment management, executive leadership, and/or business ownership
- A majority of the Finance Committee shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business
- Finance Committee members will be held to term limits outlined in the bylaws
- The Finance Committee shall be accountable to the OCH Board and shall present recommendations and actions for review

Responsibilities

The finance committee's specific responsibilities include:

- Recommending policies that maintain and improve the financial health and integrity of the organization
- Reviewing and recommending a long-range financial plan for the organization
- Reviewing and recommending an annual operating budget and annual capital budget consistent with the long-range financial plan and financial policies
- Reviewing and recommending capital expenditures and unbudgeted operating expenditures that exceed management's spending authority
- Reviewing and approving capital expenditures and unbudgeted operating expenses that, per board-approved policy, are above management's authority but below the threshold required for board approval
- Reviewing the financial aspects of major proposed transactions, new programs and services, as well as proposals to discontinue programs or services, and making action recommendations to the board
- Monitoring the financial performance of the organization as a whole and its business lines against approved budgets, long-term trends, and benchmarks
- Requiring and monitoring corrective actions to bring the organization into compliance with its budget and other financial targets

Meetings

The Finance Committee shall meet as needed, no fewer than four times per year.

Olympic Community of Health

On the pathway to 501c3

Presented to the Board of Directors September 7, 2016

Situation: There are many administrative and business issues that must be considered to become a 501c3.

Background: Below is a dashboard that highlights key milestones to inform decisions.

Step towards becoming a 501c3	Status	Estimated Cost	(Anticipated) Completion Date
Choose organization name	Complete		November 2015
Form a board of directors	Complete		June 2016
Decide a legal structure	Complete		June 2016
Approve bylaws	In Progress		September 2016
Apply Federal Employee Identification # (EIN) with IRS	In Progress	Free	Upon receipt of certificate from WA State
Purchase liability insurance	In Progress	$1900/year	October 2016
File Articles of Incorporation	In Progress	$50	Upon purchase of liability insurance
File for 1023 Federal Tax Exempt Status with IRS Minimum required documentation/steps to file: • Purpose and mission statement • Articles of Incorporation • Bylaws • EIN • Budget • Policies (E.g., Conflict of interest) • Development plan • Board of Directors list	Not yet begun	$850	November 2016
Register with the Charities Program of WA State	Not yet begun	$60	Upon receipt of IRS tax exempt letter

Below is a summary of preliminary research to inform key decisions.

Liability Insurance

We have requested quotes for liability insurance from two vendors: Insurance Services Group located in Sequim, Washington and Insureon, a national corporation. Likely we will want to purchase a combination insurance policy that includes D&O plus Employment Practices Liability and General Liability to cover employee-related claims, such as harassment, discrimination, and wrongful termination. Purchasing as a bundle will likely be more cost effective. Based on additional research online, a minimum premium for general liability is $700 and for D&O it is $1,200. Both of those would be $1 million annual policies. More information to come…

Administrative Services

After January 31, 2017, the OCH may wish to identify a new administrative service organization (ASO), extend our contract with our existing ASO, or move away from an ASO entirely. To help inform this decision, we have begun research options of services and vendors:

1. **Finance.** Many small nonprofits use bookkeepers. We have requested information from:

Francis and Company, located in Seattle, offers all bookkeeping services plus assistance in preparing our initial start-up documentation, including incorporation, federal employee identification number (EIN), and payroll setup, and also tax preparation/990s.
Susan Matlock Jones and Associates is well known among Oregon nonprofits and provides restricted bookkeeping services, such as statements, payroll, checks, etc… They have submitted a proposal: $800/month plus a setup fee between $770 and $1470 with an optional annual cost of $200-$400 to prepare 1099 forms.

2. **Information Technology.** Z7 Networks, located in Seattle, would create a virtual office for the OCH with umbrella support IT management, billed by rolling hourly blocks (nonprofit pricing below). This vendor offers free Microsoft Office 365 for nonprofits and has the technical capability to be HIPAA compliant if we need it.
   Bronze Network Package: 30 hrs = $3,750
   Silver Network Package: 50 hrs = $6,000
   Gold Network Package: 80 hrs = $8,800
3. **Human Resources.** This is a key area that requires thoughtful consideration. There are three main buckets to consider: healthcare, retirement, and specialty benefits. There are firms that provide HR services for small organizations, such as Zenefits, which provides suite of services such as managing benefits and insurance, payroll, PTO, and others, and integrates all HR functions into an online dashboard.
4. **Space.** The OCH may wish to rent space or be housed within an existing organization. Staff has begun to explore standard criteria to help think through this decision point.

Examples from other ACHs

Our process would benefit from understanding how other ACHs have set up their administrative structures. Staff will collect this information to help inform the process.

Recommendation

Form a OCH Transition Task Force to review and think through options and recommend a Transition Plan to the Board of Directors.

Olympic Community of Health

OCH Transition Task Force Charter

	Member Name	Role	Agency or Affiliation
1		Officer	
2		Member	
3		Member	
4		KPHD Representative	Kitsap Public Health District (KPHD)

Transition Task Force Purpose

The Task Force is responsible for vetting options for the future administrative structure of the OCH and agreeing on and presenting a recommended plan to the Board that ensures a smooth transition towards this structure.

Transition Task Force Operating Principles

- The Task Force will be comprised of at least three voting members from the Board of Directors
- The Task Force will include at least one representative from KPHD to ensure a smooth transition
- Ideally at least one officer from the Executive Committee will participate on the Task Force
- Members of this Task Force ideally know how to start-up new organizations, preferably small non-profit organizations, and have experience in administrative services such as HR, IT, and/or finance.

Responsibilities

The Task Force's specific responsibilities include:

- Advise staff on issues that require consideration
- Review staff research on options and costs
- Agree on a recommendation for a transition plan with milestones to complete the transition ahead of January 31, 2017
- Present the recommendation to the Board of Directors for discussion and action

Meetings

The Transition Task Force is a time-limited task force that shall meet as at least twice before the November 2016 Annual Meeting and then as needed until a transition plan is agreed upon.

ADMINISTRATIVE SERVICES AGREEMENT
BY AND BETWEEN
OLYMPIC COMMUNITY OF HEATLTH
AND
<INSERT NAME OF SPONSORING ORGANIZATION>

This Administrative Services Agreement (this "Agreement") is entered into and made effective as of [MONTH ___, YEAR] (the "Effective Date"), by and between the <Insert Sponsoring Organization> ("Sponsor") and Olympic Community of Health, an incorporated, community-based organization ('OCH). Sponsor and OCH are hereinafter sometimes referred to as the "Parties."

BACKGROUND

A. OCH is a community-based organization, acknowledged in Washington statute, that has been formed for the purposes of advancing the state's goals for coordinating and improving health. OCH has undertaken a project to act as the lead organization for a three-county region including Kitsap, Clallam, and Jefferson Counties, as follows:

- Leading community and regional health assessments, and creating a well-designed and inclusive community planning process for health improvement;
- Leading and overseeing regional health improvement projects, coordinating project applications, receiving and distributing State funds to partners to carry out transformation projects, and reporting on progress;
- Providing administrative support to the Board of Directors, Committees, and Work Groups by coordinating meetings, preparing agendas, minutes, and financial statements;
- Preparing all necessary documentation and reports to comply with grant requirements including attending webinars, meetings, and supporting Healthier WA initiatives and the Regional Health Improvement Plan;
- Building sustainability by strengthening partnerships, securing additional funding, seeking grants, and leveraging training and technical support;
- Ensuring that all sectors of the community whose support will be needed to address the health issues of the community and region are identified and become engaged in planning and implementation; and
- Making presentations to community organizations to enhance the understanding and purpose of the OCH (all of the foregoing, the "Sponsored Project").

B. The Washington State Health Care Authority has awarded and designated Sponsor as the "administrative service organization" and sponsor of the Sponsored Project.

C. Sponsor has determined that its financial and administrative support of the Sponsored Project is within Sponsor's purpose.

D. Accordingly, Sponsor has created a restricted fund designated for the Sponsored Project and will make disbursements to OCH from that fund and perform other services for OCH, in accordance with the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

TERMS

SECTION 1 Project Fund.

1.1 Restricted Fund. Sponsor shall establish and maintain a project fund to be used for the sole purpose of the Sponsored Project and in furtherance of the activities of the Sponsored Project ("Project Fund"). Sponsor shall deposit all gifts, grants, contributions and any other revenue ("Contributions") received by Sponsor for the Sponsored Project into the Project Fund. Sponsor, in its sole discretion, has the right to spend or disburse proceeds of the Project Fund in order to accomplish the purposes of the Sponsored Project, subject to any donor-imposed restrictions, contractual, or other legal restriction on the use of a Contribution to the Project Fund.

1.2 Disbursement. Upon request by OCH, Sponsor shall make disbursements from the Project Fund to implement the Sponsored Project.

1.3 Sponsor's Remedies. Sponsor retains the right, if OCH breaches this Agreement, or if OCH's conduct of the Sponsored Project jeopardizes Sponsor's legal or tax status, to withhold, withdraw, or demand immediate return of the Project Funds, and to spend such funds so as to accomplish the purposes of the Sponsored Project as nearly as possible within Sponsor's sole judgment.

1.4 Term.

(A) The term of this Agreement commences on the Effective Date and ends on January 31, 2017.

(B) The parties may renew this Agreement by their mutual agreement.

1.5 Termination. Sponsor may terminate this Agreement upon receipt of notice from OCH that OCH has been recognized as an organization exempt from federal income tax, in accordance with Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the

"Code"), or by mutual consent of the two parties at any time without cause with sixty (60) days prior written notice to the other party.

1.6 Project Assets. Upon termination of this Agreement, the balance of any assets in the Project Fund, together with any tangible or intangible assets held and liabilities incurred by Sponsor in connection with the Sponsored Project ("Project Assets"), shall be transferred to OCH or to a successor fiscal sponsor as provided in Section 1.7 below.

1.7 New Administrative Service Organization. In the event either Sponsor or OCH desire to terminate this Agreement and the objectives of the Sponsored Project can or must still be accomplished by OCH, the parties may find a new Administrative Service Organization which is willing and has made a written commitment to sponsor the Sponsored Project. In the event a new fiscal sponsor has not been identified, Sponsor shall assist OCH identify an acceptable organization pursuant to this Section. Upon approval of a new administrative service organization by OCH, which shall not be unreasonably withheld, Sponsor shall transfer any Project Assets to the new administrative service organization.

SECTION 2 Use and Restrictions of Project Fund.

2.1 Use of Project Funds. OCH shall use the Project Funds solely for the Sponsored Project, and OCH shall repay to Sponsor any portion of the Project Funds that is not used for the Sponsored Project.

2.2 Changes in Sponsored Project. Any changes in the purposes for which the Project Funds are spent must be approved in writing by Sponsor before implementation.

2.3 No Lobbying. The Project Funds are not earmarked to be used in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Code and no agreement, oral or written, to that effect has been made between Sponsor and OCH.

2.4 No Campaigning or Other Improper Actions. OCH shall not use any portion of the Project Funds:

(A) to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office;

(B) to induce or encourage violations of law or public policy;

(C) to cause any private inurement or improper private benefit to occur; or

(D) to take any other action inconsistent with Section 501(c)(3) of the Code.

SECTION 3 Sponsor's Services.

3.1 Fiscal Services. Sponsor shall:

(A) process all of OCH's accounts payable requests, including generating checks to pay such requests;

(B) manage OCH's bank accounts;

(C) assist OCH in producing OCH's annual financial statements; and

(D) provide OCH with monthly reports regarding the activities undertaken by Sponsor in accordance with this Section 3.1.

3.2 IT Services. Sponsor shall:

(A) provide OCH with general information technology services and infrastructure including assistance with, installation, and maintenance of telephonic and computer equipment;

(B) provide web hosting services; and

(C) provide technical support and maintenance for reasonable requests for licensees for the Software.

3.3 Human Resources. Sponsor shall:

(A) provide administrative services necessary to the provision and maintenance of customary employee benefits, including retirement, medical, dental, vision, and life insurance programs.

3.4 Support Services. Sponsor shall provide a full-time Director, part-time epidemiologist, and part-time assistant to provide services to OCH as follows:

(A) Providing administrative support to the Board of Directors, Committees, and Work Groups by coordinating meetings, preparing agendas, minutes, and financial statements;

(B) Preparing all necessary documentation and reports to comply with grant requirements including attending webinars, meetings, and supporting Healthier WA initiatives and the Regional Health Improvement Plan;

(C) Building the sustainability of the OCH by strengthening partnerships, securing additional funding, seeking grants, and leveraging training and technical support;

(D) Ensuring that all sectors of the community whose support will be needed to address the health issues of the community and region are identified and become engaged in planning and implementation;

(E) Making presentations to community organizations to enhance the understanding and purpose of each organization;

(F) Leading community and regional health assessments, and creating a well-designed and inclusive community planning process for health improvement; and

(G) Leading and overseeing regional health improvement projects, coordinating project applications, receiving and distributing State funds to partners to carry out transformation projects, and reporting on progress.

(H) Supporting Healthier WA initiatives and the OCH Regional Health Improvement Plan.

3.5 Payment. In consideration for the services provided herein, OCH hereby agrees that Sponsor will retain a XX% indirect rate fee from the Contributions received on behalf of the OCH for indirect expenses, including the grant funds contracted between Sponsor, the HCA or other granting agencies that OCH has been awarded for the purposes of administering and performing the scope of work as described in the Background of this document for the term February 1, 2016 to January 31, 2017 for the services provided in accordance with this Section 3.

SECTION 4 Fund Raising.

4.1 Solicitation by OCH. OCH may solicit gifts, contributions, and grants to Sponsor, earmarked for Sponsor's restricted fund for the Sponsored Project. OCH shall cause all Contributions to be made payable to Sponsor and earmarked for the Project Fund.

4.2 Approval by Sponsor. OCH's choice of funding sources to be approached, and the text of OCH's fund-raising materials, are subject to Sponsor's prior written approval.

4.3 Execution of Grant Agreements. All grant agreements, pledges, or other commitments with funding sources to support the Sponsored Project via Sponsor's restricted fund must be executed by Sponsor.

4.4 Compliance Costs. OCH shall bear the cost of any reports or other compliance measures required by such funding sources.

SECTION 5 OCH's Other Covenants.

5.1 Management. The Sponsored Project shall be an integral part of Sponsor's mission and purpose, and OCH shall remain subordinate to Sponsor's Board of Directors with respect to this Agreement. Sponsor hereby delegates management of the Sponsored Project to the OCH Board of Directors, subject to direction by Sponsor's Board of Directors and written approval required pursuant to this Agreement.

5.2 Contracts. OCH shall not enter into or execute any agreement, contract or other legally binding document ("OCH Contracts"), including grant agreements, without the prior written approval and consent of Sponsor's Board of Directors. Notwithstanding the foregoing, Sponsor's Board of Directors hereby delegates authority to Sponsor's Administrator to execute certain OCH Contracts in an amount not to exceed Five Thousand Dollars ($5,000.00) on behalf of Sponsor's Board of Directors. Any OCH Contract that does not conform to the requirements of this Section shall be deemed void or voidable, as the case may be.

5.3 Notice of Changes. OCH shall notify Sponsor immediately of any change in:

(A) OCH's legal or tax status, including without limitation recognition of OCH's exemption from federal income taxation; or

(B) OCH's executive staff or key staff responsible for administering the Sponsored Project.

5.4 Reporting.

(A) OCH shall submit a full and complete report to Sponsor as of the end of OCH's annual accounting period within which any Project Funds are received or spent.

(B) OCH shall submit the initial report by no later than February 29, 2017.

5.5 Indemnification. Each party hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the other party, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of a party, its employees, or agents, in applying for or accepting the Project Funds, in expending or applying the Project Funds, or in carrying out the Sponsored Project, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of a party, its trustees, officers, employees, or agents.

SECTION 6 Relationship Between the Parties.

6.1 Separate Existence. OCH shall provide Sponsor with its governing documents, a completed and filed IRS Form SS-4 when available, or other documentation satisfactory to Sponsor, showing OCH's separate existence as an organization.

6.2 Property Rights. Any tangible or intangible property, including copyrights, obtained or created by OCH as part of the Sponsored Project shall remain the property of OCH.

6.3 No Agency.

(A) Nothing in this Agreement shall constitute the naming of OCH as an agent or legal representative of Sponsor for any purpose whatsoever except as specifically and to the extent set forth herein.

(B) This Agreement may not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and OCH shall make no such representation to anyone.

SECTION 7 General Provisions.

7.1 Entire Agreement. This Agreement contains all of the terms agreed upon by the parties with respect to its subject matter and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning its subject matter.

7.2 Amendment. This Agreement may be amended only by the written agreement of the parties.

7.3 Waiver. Waiver by either party of any term or condition of this Agreement or any breach hereof does not constitute a waiver of any other term or condition.

7.4 Headings and Sections.

(A) The subject headings used in this Agreement are included for purposes of reference and convenience only and may not affect the construction or interpretation of any of its provisions.

(B) References in this Agreement to "Section" without elaboration are references to the numbered sections of this Agreement.

7.5 Governing Law. This Agreement is governed by the laws of the State of Washington.

7.6 Effect of Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

7.7 Assignment. This Agreement may be assigned only to a successor association, firm, or subsidiary of a party upon the prior written approval of the other party.

7.8 Notices. All notices, requests, or other communications required under this Agreement must be in writing sent to the Parties at their respective addresses specified above or to such other address as a party may designate in writing, and addressed to the current chief executive officer (by whatever title that officer is called) of the party concerned, with a copy that party's secretary or other designee. All such notices shall be sent by:

(A) personal delivery, in which case notice is effective upon delivery;

(B) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(C) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

(D) electronic mail, in which case notice shall be deemed delivered upon transmittal, provided that a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery. Any notice given by electronic mail shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

7.9 Counterparts. This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile of this Agreement, each of which so executed is deemed to be an original, and such counterparts together, upon delivery, constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Fiscal Sponsorship and Services Agreement to be signed on his or its behalf by an authorized officer, as of the date set out above.

SPONSOR:

<Sponsoring Organization>

By:____________________________________

Print Name:____________________________

Title:__________________________________

Date:__________________________________

OCH:

Olympic Community of Health

By:____________________________________

Print Name:____________________________

Title:__________________________________

Date:__________________________________

Olympic Community of Health

Annual Meeting Wish List

Presented to the OCH Board of Directors September 7, 2016

Situation: With the October Board meeting cancelled, the next full meeting of the Board will be the Annual Meeting in November. It is important that we use this time effectively to meet shared goals.

Background:
Our Bylaws state:

> *Annual Meeting. An annual meeting of the Board shall be held each year in the autumn (between September and November), prior to December 31. At this meeting the Board may approve a budget for the activities of the OCH for the following year, and elect new Board members.*

In addition to basic board business, this meeting, and the run up towards this meeting, will provide the Board of Directors with the precious time to think through key strategies to move us forward.

Action:
Between now and then, the Executive Committee, Finance Committee, and Transition Task Force will meet to put together recommendations to help guide discussion and action regarding key strategic and business items such as:

- Organization Budget
- Organization transition plan
- Conflict of Interest Policy and possibly other policies
- Expansion of the Board of Directors to include new sector and member representation
- Regional Health Assessment and Improvement Plan
- Strategic communications and development plan

Also, just as important, we would like to use this time to agree on the organization's mission, vision, and shared assumptions.

Recommendation:
We use the remainder of the Board Meeting today to:

1. Prioritize goals for the Annual Meeting.
2. Agree on a decision to seek and hire an independent facilitator to perform qualitative Board Member interviews ahead of the Annual Meeting and assist with Annual Meeting preparation and facilitation.