

# THURSTON MASON BEHAVIORAL HEALTH ORGANIZATION

## Governing Board BYLAWS

The **Thurston Mason Behavioral Health Organization Governing Board** does hereby adopt the following rules for the transaction of all business.

### Article 1

#### Name

1. The official name is **Thurston Mason Behavioral Health Organization** (hereafter referred to as '**TMBHO**'). TMBHO is a multi-county "quasi-governmental" association of Thurston and Mason Counties (hereinafter collectively referred to as the Counties or County) created by and in reference to the Thurston Mason Behavioral Health Organization Interlocal Agreement (herein after referred to as the "Agreement") executed on September 15, 2015, attached as Exhibit A and is incorporated into these Bylaws by reference.

### Article 2

#### Purpose

1. The purpose of these bylaws is to define the operation of the TMBHO Governing Board (herein after referred to as "the Board"). The Board shall be the single point of authority and responsibility for the administration and governance and provision of mental health and substance use disorder services (herein after referred to as "behavioral health services") for TMBHO.

### Article 3

#### Board

1. The Board is an independent entity distinct from Mason and Thurston Counties and their Boards of County Commissioners. All decisions by the Board, including TMBHO contracts, policies, and budget is not subject to any outside review. All public review, input, feedback and grievances will emanate through the Board.
  - a. **Board** - The contractual and legal authority of the Board shall commence upon:
    - 1) Approval of the Agreement,
    - 2) Department of Social and Health Services (DSHS) recognition of TMBHO as an approved contractual entity as evidenced by a DSHS Service Contract with TMBHO,
    - 3) The appointment of Board "members" by both Thurston and Mason County Commissioners, and
    - 4) Ratification and implementation of the TMBHO Bylaws by the Board.
  - b. **Vacancies** - A vacancy in the Board shall exist in case of death, resignation, expiration of term, or removal of a Board member by the County appointing authority that made the appointment or when the Board member ceases to be an appointee or

official of the appointing authority. Vacancies in the positions of Board member or Alternate Board member shall be filled in the manner provided by these Bylaws for regular appointment of such persons.

## 2. **Meetings**

- a. **Annual Meetings** - The annual meeting of the Board shall be held in January of each year at a date and time designated by the Board. At the meeting, the affairs of TMBHO shall be considered and any other business may be transacted which is within the powers of the Board.
- b. **Election of Officers** - Elections of officers shall take place at the annual meeting in each even-numbered year.
- c. **Regular Meetings** - The Chair of the Board shall establish the dates for regular meetings. The annual meeting held in January shall serve as a regular meeting.

3. **Special or Emergency Meetings** - Special or Emergency meetings of the Board, for the purpose of taking any action which is within the powers of the Board, may be called at any time by the Chair or by not less than two (2) members. Upon receipt of a written request that a special or emergency meeting of the Board be called for any proper purpose, the Chair forthwith or senior of the two attending board members shall cause notice to be given to the Board members that a meeting will be held not less than twenty-four (24) hours nor more than twenty-one (21) days after receipt of the request. No business other than that specified in the notice of the special or emergency meeting shall be transacted at that meeting. Special meetings may be held by means of a conference telephone or similar communications equipment. All persons participating in a telephone conference meeting must hear each other simultaneously. Participation by such means shall constitute presence in person at the meeting.

4. **Notice** - Notice of each annual, regular and special meeting shall be given to each Board member by mail or email or other means of communication, and such notice shall specify:

- a. The place, the date and the hour of such meeting;
- b. A proposed agenda for the meeting which, provided the meeting is not a special meeting, shall not preclude the Board from addressing matters not on the proposed agenda;
- c. Such other matters, if any, as may be expressly required by statute or by the Agreement.

5. **Place of Meetings** - Meetings of the Board shall be held in Thurston County. The Board may move any meeting to a different location at their discretion with a 30 days public notice and as approved by a majority vote of the Board.

6. **Quorum** - A majority of the Board members or Alternate Board members of the Board shall constitute a quorum for the transaction of business and take Board action.

## 7. **Adjourned Meetings**

- a. **Adjournment** - Any meeting of the Board, regardless of whether a quorum is present, may be temporarily adjourned from time to time by the vote of a majority of the Board members or Alternate Board members present.
  - b. **Notice** - When any meeting of the Board is adjourned for ten (10) days or more, notice of the reconvening of an adjourned meeting shall be given as in the case of an original meeting. When reconvening any meeting adjourned for less than the ten (10) days, except as specifically provided herein or by law, it shall be unnecessary to give notice of the time and place or of the business to be transacted other than by announcement at the meeting at which such adjournment is agreed upon by the Board members or Alternate Board members present.
8. **Rules of Procedure for Meetings** - All meetings of the Board shall be conducted in accordance with Robert's Rules of Order, Newly Revised. Where Robert's Rules of Order, Newly Revised are in conflict with the law, the Agreement, or these Bylaws, where upon the latter three (3) in the listed order of priority shall govern over Robert's Rules of Order, Newly Revised.
  9. **Voting** - Each Board member shall have one (1) vote. Proxy voting shall be permitted only upon the receipt of written authorization for such proxy signed and dated by the absent Board member and submitted to the Chair prior to the vote. Separate authorization shall be required for each meeting of the Board. Any proxy may be limited to authorization to vote on a specified motion or issue, and the Chair shall read into the record the vote(s) contained in said proxy. However, no proxy may be limited so as to require the agent to vote in a specified manner. Proxy voting may be exercised only at a regularly convened meeting in which a quorum is present.
  10. **Open Public Meetings Act** – The Board is subject to the open public meetings act per Chapter 42.30 RCW.

#### **Article 4** **Officers**

1. **Officers** - The Board officers of TMBHO shall be a **Chair** and **Vice Chair**. The Board may in addition provide for other officers, as it deems necessary for the performance of the business of TMBHO.
2. **Election and Term of Office** - Officers of TMBHO shall be elected by the Board, from its members at the annual meeting in January in the even numbered years and shall serve a term of two (2) years, or until replaced by subsequent election. Each officer's term shall commence upon that officer's election.
3. **Vacancies** - A vacancy in any office shall be filled in the manner prescribed for regular election to such office. The newly elected officer shall serve to the end of the term of the vacating officer.
4. **Resignation** - An officer may resign at any time by giving written notice to the Board or to the Chair. Any such resignation shall take effect at the date of the receipt of such notice by the Board or the Chair, or at any later time specified therein if acceptable to a majority of the Board members. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In the case of a resignation, the office shall be filled as noted in item #3 above under Vacancies.

5. **Chair** - The Chair shall have general supervisory power over the business and affairs of TMBHO. The Chair shall chair the Board meetings and shall have such other powers and duties as may be prescribed by the Board in these Bylaws.
6. **Vice Chair** - In the absence or disability of the Chair or in the event of his/her inability or refusal to act, the Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of the Chair. The Vice Chair shall have such other powers and duties as may be prescribed by the Board or these Bylaws.
7. **Compensation** - Board members shall not receive salaries. Reasonable and necessary expenses incurred by members of the Board for attendance at meetings of the Board and its committees, or in pursuit of TMBHO business, shall be reimbursed by the TMBHO.

## **Article 5** **Committees**

1. **Committees** - The Board Chair may appoint Ad Hoc committees for special purposes. The designation and appointment of committees and the delegation thereto of authority shall not operate to relieve the Board or any individual Board member of any responsibility imposed upon the Board or Board member by law. The Chair may remove Board members from committees whenever in the judgment of the majority of the Board and at the request of the Chair the best interests of TMBHO shall be served by such removal. People other than Board members may be appointed to committees.

## **Article 6** **TMBHO Administrative Functions**

1. **Administrative Services** - The Board is responsible for maintaining behavioral health services in accordance with all applicable laws, rules and regulations, including, but not limited to:
  - a. Chapter 39.34 RCW: Interlocal Cooperation Act
  - b. Chapter 71.05 RCW: Mental Illness
  - c. Chapter 71.24 RCW: Community Mental Health Services Act
  - d. Chapter 71.34 RCW: Mental Health Services for Minors
  - e. Chapter 70.96 RCW: Alcoholism
  - f. Chapter 70.96A RCW: Treatment for Alcoholism, Intoxication and Drug Addiction
2. **Operations:**
  - a. **Administrative Services** - The Board shall ensure all required administrative services and duties for the operation of the TMBHO are carried out. These duties include but are not limited to the following:
    - 1) Management Information System;
    - 2) Care Management System;
    - 3) Quality Management System;
    - 4) Provider Service Network Management (includes contracting and RFPs for all services;
    - 5) Consumer Service;

- 6) Financial Management;
  - 7) Service Coordination; and
  - 8) Grievance System
- b. As noted in Section 3.f of the Agreement, the Board shall, at minimum, contract with Thurston County to function as the Administrative Service Organization (ASO) for the TMBHO the first year of operation. As the ASO, Thurston County is responsible for providing those services noted above per all applicable *RCWs, WACs and DSHS Contracts under the governance of the Board.*
- c. In addition to the above ASO functions, the Board shall purchase from Thurston County the following services necessary for the Board to operate.
- 1) Secretary/Clerk functions. Secretary/Clerk functions shall ensure compliance with the Public Records Act, Open Public Meetings Act, recording and retaining minutes of action taken at all meetings of the Board, public notice given thereof, the names of those present at the meetings and the proceedings thereof, and provide to each member minutes of all meetings of the Board as soon as possible after each meeting.
  - 2) Treasurer Services
  - 3) Legal Services
  - 4) Business Office Services (Including all MIS and phone services necessary for the operation of the TMBHO. This does not include the management of the TMBHO client and service data base)
- d. **Continued Administrative Service Operations** - After the first year of operation, the Board may elect to provide required administrative services through the direct employment of TMBHO staff in lieu of contracting with Thurston County or any other contractor.
- 1) ASO functions, to be provided directly by the TMBHO organization, may be in part or in whole, phased in after the first year to operate the TMBHO.
  - 2) For those ASO functions to be provided directly by the TMBHO entity, the Board shall "re-hire" Thurston County staff who previously provided those relevant services. Staff shall now work directly for the TMBHO organization.
3. **Authorization to Sign Contract** - The Board shall authorize the Chair of the Board and/or the Administrator to enter into contracts or execute instruments in the name of and on behalf of TMBHO. Such authorization may be general or confined to specific instances. Unless so authorized by the Board, the Chair and the Administrator shall not have any power or authority to bind TMBHO by any contract or agreement or to pledge or to render it liable for any purpose.
- a. **Additional Employees** - The Board may authorize additional positions, as recommended by the Administrator, based on program demands. The terms and conditions of employment shall be as set by the Board. Additional employee(s) shall report to the Administrator or his / her designee.



## **Article 7**

### **Operations and Finances**

1. **Each and Every participating County of TMBHO shall be a Full Member**
2. **Local Access to Services** - The Board shall assure an integrated and seamless system of behavioral health care for all people who are eligible for publicly funded services. The Board shall assure local access to services by maintaining an adequately staffed and licensed behavioral health agency within each County, including twenty-four (24) hours a day and seven (7) days a week crisis response services.
3. **Funds and Accounts**
  - a. **Accounting Systems**
    - 1) **Accounts** - The Board shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and the Washington State Fiscal/Program Requirements Supplementary Instructions – Behavioral Health Programs (located at [www.DSHS.wa.gov](http://www.DSHS.wa.gov)).
    - 2) **Fiscal Year** - The fiscal year of TMBHO shall be from January 1st through December 31.
    - 3) **Audit** - The Board shall provide for an audit of the accounts and records of TMBHO by the State Auditor as required by law or contract. Audit costs shall be borne by TMBHO.
  - b. **Deposit of Funds and Warrants** – The Board shall contract, for at minimum the first year of operations, with the Thurston County Treasurer who shall be the custodian of funds made available to TMBHO for behavioral health services. The Treasurer may make payments from such funds upon audit by the Thurston County Auditor as provided in RCW 71.24.100.
    - 1) All funds deposited with the Thurston County Treasurer shall be invested by such County Treasurer as directed by TMBHO. Interest on investment of TMBHO funds shall accrue for the benefit of said operating fund.
    - 2) All expenses of TMBHO shall be paid by the Fiscal Agent as directed by the Administrator and authorized by the Board.
    - 3) An expenditure record of TMBHO payments that have been approved by the Board shall be presented to the Thurston County Treasurer for payment verification, auditing and payment processing.

After the first year, the Board may elect to contract with another entity to act as the custodian of the TMBHO funds.
  - c. **Annual Report** - The Board shall send an annual report to the Counties not later than four (4) months after the close of each fiscal year. Such report shall contain a financial statement as of the end of the fiscal year and statement of changes in financial position for the fiscal year, the audit report, and such other information as may be required by Federal, State, or County law.

4. **Inspection of TMBHO Records** - The accounting books and records of TMBHO, excluding Protected Health Information (PHI) or other confidential information shall be open to public for inspection during business hours. A written request for inspection must be made as provided under the Public Records Act, Chapter 42.56 RCW.
5. **Ownership of Assets**
  - a. **Pre-Existing Facilities and Assets** - All assets used by TMBHO owned by a participating County prior to the establishment of TMBHO shall remain the property of the participating County during the duration of TMBHO and following any dissolution of membership or dissolution of TMBHO and the completion of its affairs.
  - b. **Capital Improvement of Pre-Existing Facilities and Assets** - TMBHO shall have the authority, upon the agreement of the owning participating County, to make capital improvements to any pre-existing asset or facility. In the event of termination of the owning participating County as a member, the Board shall determine the fair market value of the improvement as of the date of termination or dissolution. The decision of the Board shall be final and binding and not subject to appeal. The owning participating County shall pay to TMBHO the fair market value of the improvements. All capital improvements to pre-existing assets and facilities shall become and remain the property of the owning participating County subject to TMBHO's claim to reimbursement as set forth in this paragraph.
  - c. **Assets and Facilities Acquired by TMBHO** - TMBHO shall have authority to acquire, manage and operate any asset or facility in its own name as the Board may deem appropriate. All real and personal property so acquired exclusively with TMBHO funds shall be the property of TMBHO.
  - d. **Biennial Projections** - The Board shall adopt biennial funding projections consistent with resources available and TMBHO obligation to provide client services.
  - e. **Assets and Facilities Owned by TMBHO** - In the event of a dissolution or termination of TMBHO pursuant to Article 11, each participating County shall receive its pro-rata share of the value of all real and personal property owned exclusively by TMBHO in the same proportion as funds are contracted for or on behalf of clients in the service areas of the Counties.
6. **Operation of Facilities** - TMBHO shall have the authority to operate facilities and provide direct client services as determined by the Board and permitted by law.
7. **Revenue and Budgeting**
  - a. **Revenue** - TMBHO is authorized to accept revenue from the State of Washington, the U.S. Government, member Counties and any other source, which is not precluded by a law governing the TMBHO.
  - b. **Budget** - The Board shall adopt a biennial budget consistent with anticipated revenue from all sources. The Board shall have no authority to adopt a budget in which expenditures exceed revenue plus cash reserves.
8. **Indemnification** – The TMBHO shall indemnify and hold harmless the County authorities and any of their respective representatives, officials, county authorities, managers,



employees or agents thereof, against any liability, loss, damage, cost or expense incurred by them on behalf of the TMBHO or in furtherance of the TMBHO's interests without relieving any such person of liability for fraud, misconduct, bad faith or negligence. No county authority shall have any personal liability with respect to the satisfaction of any required indemnification of the above-mentioned persons, with the exception of any liability, loss, damage, cost or expense proximately caused by the negligence of county authorities and any of their respective representatives, officials, county authorities, managers, employees of agents.

## **Article 8** **New Counties**

1. **Membership** - A new County may join TMBHO after approval by unanimous vote of the Board and shall become an active participant member of TMBHO commencing on the date the Interlocal Agreement is signed by the new County; provided that the new County has completed the following:
  - a. Signed the Interlocal Agreement, signifying the new member's contractual commitment to abide fully with all applicable provisions of the Interlocal Agreement and the Bylaws in conjunction with all other members.
  
2. **New Participating County Interest in TMBHO Assets** - A new participating County shall not assume any liability for liabilities of TMBHO, which arose prior to the date it becomes a member of TMBHO. A new participating County shall have no claim to any assets of TMBHO which were acquired by TMBHO prior to the date the new participating County becomes a member of TMBHO. A new participating County shall share as provided herein, or as provided elsewhere in this document, in TMBHO liabilities and assets arising or acquired after the date the new participating County becomes a member in accordance with Article 6.

## **Article 9** **Duty to Indemnify and Hold Harmless**

1. **County as Service Providers** - In the event any participating County shall operate a facility solely owned by the participating County, or in any other manner provide non - TMBHO financed or approved direct behavioral health service to clients, and such action shall result in a claim being made against the participating County or TMBHO, the participating County providing the service or operating the facility shall have the obligation to appear and defend any such claim without any right to reimbursement or contribution by TMBHO. TMBHO will be held harmless from liability for any such claim.
  
2. **TMBHO as Sole or Joint Service Provider** - In the event TMBHO or TMBHO and a participating County shall operate any facility solely owned by TMBHO or jointly owned by TMBHO and a participating County or in any other manner separately or jointly provide TMBHO approved or required direct service to clients, and such action shall result in a claim being made against any participating County and / or TMBHO, TMBHO shall have the obligation to appear and defend any such claim without right to any reimbursement or contribution. In addition, TMBHO shall indemnify and hold any Counties, its elected officials, employees and agents harmless from liability for any such claim.
  
3. **Pre-Existing Claims Against New Participating County** - In the event any new participating County shall have any pre-existing claims against it for its operation of a facility or in any other provision of a direct behavioral health service to clients which

resulted or shall result in a claim being made against TMBHO, the new participating County providing the service or operating the facility shall have the obligation to appear and defend any such claim without any right to reimbursement or contribution by TMBHO. In addition, the new participating County shall indemnify and hold TMBHO, its Board, its employees and agents harmless from liability for any such claim.

4. **Pre-Existing Claims Against TMBHO** - In the event TMBHO or existing County shall have any pre-existing claims against it, or them, for its, or their, operation of a facility or in any other provision of a direct service to clients which resulted or shall result in a claim being made against the new participating County, TMBHO or existing participating County providing the service or operating the facility shall have the obligation to appear and defend any such claim without any right to reimbursement or contribution by the new participating County. In addition, TMBHO shall indemnify and hold the new participating County, its Governing Board, its elected officials, its employees, and agents harmless from liability for any such claim.
5. TMBHO shall be responsible for and indemnify and hold harmless (including all costs and attorney fees) the county authorities and any of their respective representatives, officials, county authorities, managers, employees or agents thereof, against all claims for liability, loss, damage, disclosure of confidential information, cost or expense incurred by them on behalf of TMBHO or in furtherance of the TMBHO's interests without relieving any such person of liability for fraud, misconduct, bad faith or negligence. No county authority shall have any personal liability with respect to the satisfaction of any required indemnification of the above-mentioned persons, with the exception of any liability, loss, damage, cost or expense proximately caused by the negligence of county authorities and any of their respective representatives, officials, county authorities, managers, employees or agents.
6. County Authorities shall be responsible for and shall indemnify and hold TMBHO harmless (including all costs and attorney fees) from all claims for personal injury, property damage and/or disclosure of confidential information and/or from the imposition of government fines or penalties resulting from the acts or omissions of the County Authority.
7. Except to the extent caused by the gross negligence and/or willful misconduct of the County Authority, TMBHO shall indemnify and hold the County harmless from any claims made by non-participating Licensed Behavioral Health Agencies related to the provision of services under the Interlocal Agreement.
8. For the purposes of these indemnifications, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the Counties. The provision of this section shall survive the expiration or termination of the Interlocal Agreement.

## **Article 10**

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

1. TMBHO is subject to applicable Washington State law regarding conflicts of interest and the appearance of fairness. Where conflicts of interest or appearance of fairness issues arise, the affected participating County shall conform to the advice of Board approved TMBHO legal counsel. However, if the affected participating County disagrees with the advice of TMBHO legal counsel, the Board may by majority vote exclude the participating County Board member from a portion of any executive session where a matter of potential legal conflict between TMBHO and the participating County is to be discussed.

2. Board members shall disclose potential conflicts of interest to the Chair and voluntarily refrain from acting or otherwise abstain from voting on any matter in which they perceive a potential conflict of interest.

**Article 11**  
**TMBHO Advisory Board**

1. **Establishment and Name** - TMBHO shall establish an Advisory Board, which shall be named **Thurston Mason Behavioral Health Organization Advisory Board**, hereafter referred to as the '**Advisory Board.**'
2. **Purpose** - The Advisory Board shall carry out duties as defined in WAC 388-865-0222 or its successor and will assist the Board in ensuring that behavioral health services administered through the TMBHO promote the human dignity, health and independence of citizens living within Thurston and Mason Counties. The primary responsibility of the Advisory Board will be to independently review and provide comments to the Board on plans, budgets and policies developed by TMBHO. The Advisory Board may also make suggestions and identify resources to serve people with unmet needs, including special populations. The Advisory Board will provide opportunities for clients of TMBHO services and their families and other interested community members to be heard.
3. **Membership and Composition**
  - a. The Advisory Board shall consist of up to ten (10) members.
  - b. Each County, acting through its Board of County Commissioners, shall appoint two (2) members to the Advisory Board. Each County authority shall seek local input in selecting its representatives to the Advisory Board. The mechanism for seeking local input shall be left to the discretion of each County.
  - c. The Advisory Board has one (1) Law Enforcement position at large appointed by one (1) of the Board of County Commissioners.
  - d. The Advisory Board has one (1) position for each federally recognized American Indian Tribe identified in the TMBHO contracts with DSHS. Tribal members wishing to serve on the TMBHO Advisory Board must be recommended by the Tribe's Business Council or its designee. Tribal TMBHO Advisory Board members shall be appointed by the TMBHO Board and the member shall reside within the geographic boundaries of TMBHO. Tribal members of the Advisory Board shall serve at the pleasure of the Board.
  - e. Board of County Commissioners appointed members of the Advisory Board shall be residents of the appointing County. Board of County Commissioners appointed members of the Advisory Board shall serve at the pleasure of the appointing authority.
  - f. The composition of the Advisory Board shall be broadly representative of the demographic character of the counties behavioral health population served therein.
  - g. At least fifty-one (51) percent of the members of the Advisory Board shall include (I) clients or past clients of public behavioral health services; and (II) family or foster family members of clients, including parents of children with behavioral health needs.

4. **Application Process** - Each Member County and the Board shall utilize the application form(s) and description of Advisory Board member duties and qualifications as developed by TMBHO and adopted by the Board in policy and procedures.
5. **Terms** - All positions on the Advisory Board shall be for a term of two (2) years. Advisory Board members need to reapply for appointment by their respective Board of County Commissioners. The Board shall appoint Tribal members to the Advisory Board after consideration of the input from the recognized Tribal authority in which the applicant is an enrolled member. Tribal members of the Advisory Board shall, prior to the expiration of their two year term may request and be reappointed to the Advisory Board.
6. **Appointment** – The Mason and Thurston County Board of County Commissioners shall appoint members to the Advisory Board after considering local input. The appointing authority shall send notice of the appointment, including the beginning and ending dates of the term, to the TMBHO business office. The Board shall appoint Tribal members to the Advisory Board after considering input from the recognized Tribal authority in which the applicant is an enrolled member. Board meeting minutes shall document the review and appointment, including beginning and ending dates of the term.
7. **Orientation** - New members shall be provided with an Advisory Board Handbook, which shall contain information and documents according to the Orientation Table of Contents (which shall be reviewed periodically by the Advisory Board). The Chair or his or her designee will be available to provide additional orientation and to answer questions. The TMBHO Administrator, or his or her designee, will be available to provide an overview of the region, funding, policies and how they affect local behavioral health services.
8. **Duties** - Advisory Board members shall:
  - Attend scheduled meetings;
  - Review the Advisory Board agenda and information packet before each meeting;
  - Advise and make recommendations to the Board;
  - Notify the TMBHO business office when unable to attend a scheduled meeting;
  - Respect confidentiality in all matters;
  - Agree to abide by the Bylaws and TMBHO Policies and Procedures;
  - Guard against unethical behavior;
  - Help maintain the flow of information about behavioral health service needs between the community and TMBHO.
9. **Attendance** - Three (3) unexcused absences within six (6) months may result in removal from the Advisory Board. If a member misses two (2) meetings in a row (unexcused), the Chair will assign an Advisory Board member to contact him or her. Attendance will be recorded at the Advisory Board meetings.
10. **Compensation** - Advisory Board members and officers may receive a stipend as set by the Board for the performance of their official duties. Reasonable and necessary expenses incurred by members for attendance at meetings of the Advisory Board, or in pursuit of TMBHO business, shall be reimbursed in accordance with the current Travel Policy from the County each Member represents.
11. **Conflict of Interest** - Members shall disclose potential conflicts of interest to the Chair and voluntarily refrain from acting on any matter in which they perceive a potential conflict of interest.

12. **Officers - The Advisory Boards shall elect a Chair and Vice-Chair** - Elections of officers shall take place at the annual meeting, which is held in January. Notice of the annual meeting shall be given to each member by mail, facsimile transmission, or other means of communication. Nominations will be from the floor and voting shall be conducted starting with the office of Advisory Board Chair. Each officer shall be elected for a term of one (1) year. The officers' duties and function shall be:
  - a. **Advisory Board Chair** - Preside at the meetings of the Advisory Board. Report Advisory Board recommendations to the Board.
  - b. **Advisory Board Vice - Chair** - Preside in the absence of the Chair at the Advisory Board meetings and perform such other duties as are assigned by the Chair.
  
13. **Meetings** - The Advisory Board shall meet monthly when there is business to be conducted. All meetings and business conducted by the Advisory Board shall be in compliance with the Open Public Meeting Act (Chapter 42.30 RCW). Regular meeting dates, times and places shall be established by the membership at the annual meeting.
  - a. **Quorum** - A majority of the members of the Advisory Board shall constitute a quorum for the transaction of business. With the exception of the election of officers, when a quorum is not present the members in attendance may take action by consensus and may forward recommendations to the Board, noting that the recommendation comes by consensus of the members present.
  - b. **Voting** - Each member is entitled to one (1) vote. Voting by proxy shall not be allowed. Any member with a potential conflict of interest shall voluntarily abstain from voting on such matter. Such abstentions shall be recorded.
  - c. In cases of questions about parliamentary procedures, Robert's Rules of Order, Newly Revised shall govern.