NORTH SOUND REGIONAL SUPPORT NETWORK
BOARD OF DIRECTORS MEETING

North Sound Regional Support Network
Conference Room
117 North First Street, Suite 8
Mt. Vernon, WA
June 27, 2002

1:30 PM

Agenda

1. **Call to Order; Introductions – Chair**

2. **Revisions to the Agenda – Chair**

3. **Approval of May Minutes – Chair**

4. **Comments & Announcements from the Chair**

5. **Reports from Board Members**

   a. **Presentation**: Whatcom County's Triage System Planning Project
   Andy Byrne & associates

6. **Comments from the Public**

7. **Report from the Advisory Board – Eileen Rosman, Chair**

8. **Report from Executive/Personnel Committee – Dave Gossett, Chair**

9. **Report from the Planning Committee – Dave Gossett, Chair**

10. **Report from the QMOC – Andy Byrne, Chair**

11. **Report from the Executive Director – Chuck Benjamin, Executive Director**

    a. **Presentation:** Complaint, Grievance, Appeal, Fair Hearing Policy
    Diana Striplin

12. **Report from the Finance Officer – Bill Whitlock**

13. **Consent Agenda – Chair**

All matters listed with the Consent Agenda have been distributed to each Board Member for reading and study, are considered to be routine, and will be enacted by one motion of the Board of Directors with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a Board Member.

Motion 02-017 To review and approve NSRSN claims paid from April 1, 2002 to April 30, 2002. Total dollar amount of warrants paid in April, $ 3,250,545.28. Total April payroll of $75,669.94 and associated benefits in the amount of $30,987.25 **(held from May)**

Motion 02-029 To review and approve NSRSN claims paid from May 1, 2002 to May 31, 2002. Total dollar amount of warrants paid in May (unknown). Total May payroll of (unknown) and associated benefits in the amount of (unknown).

Motion 02-021 To approve contract 0169-00339, Amendment 3 between the State of Washington Mental Health Division and the North Sound Regional Support Network, effective July 1, 2002 through June 30, 2003.

Motion 02-027 To approve the NSRSN's 2002 Enhanced Case Management Plan.

Motion 02-024 To approve contract NSRSN-Raintree-ISSB-02 between the North Sound Regional Support Network and Raintree Systems, Inc, effective 7/1/02 through 12/31/03. Maximum consideration for this 18-month contract shall not exceed $124,800.

Motion 02-025 To approve contract NSRSN-VOA-DD Crisis-02, Amendment 1 between the North Sound Regional Support Network and Volunteers of America, extending the current contract through June 30, 2003. Maximum consideration of this Amendment shall not exceed $10,020. Maximum consideration for the entire term of this agreement shall not exceed $20,040.

Motion 02-026 To approve contract NSRSN-APN-DD Crisis-02, Amendment 1 between the North Sound Regional Support Network and The Associated Provider Network, extending the current contract through June 30, 2003. Maximum consideration of this Amendment shall not exceed $366,903. Maximum consideration for the entire term of this agreement shall not exceed $714,605.

14. Action Item – Marcia Gunning, Contracts Compliance/Financial Services Manager

Motion 02-022 To approve North Sound Regional Support Network's Complaints, Grievance and Fair Hearing Policy and Procedure.

Motion 02-028 To approve NSRSN's Disenrollment Policy and Procedure

15. Emergency Action Items

Motion 02-030 To authorize the NSRSN Executive Director to enter into Contract No. NSRSN-PCI-User-01,Amendment (1) between the NSRSN and PCI Software, Inc. The effective dates of this Agreement shall be extended through November 30, 2002. Maximum consideration of this amendment shall be $25,208.33 ($5,041.67 per month). Maximum consideration of this Agreement shall not exceed $85,708.33.

On June 5, 2002 the NSRSN was notified by Sound Data that due to delays in training provider staff, the Raintree system would not be implemented until October 1, 2002. The requested contract amendment would allow the NSRSN to continue to meet our MHD contract obligations until Raintree is fully operational.

Motion 02-032 To authorize contract # NSRSN-Hedgepeth-02 between the North Sound Regional Support Network and Evonne Hedgepeth, PhD for Gay Lesbian, Bi-sexual, Transgendered, (GLBT) Clinical Training scheduled for July 23 and November 6, 2002. Maximum consideration shall not exceed $3,000.00.

16. Introduction Items – Chair

Motion IN-009 To introduce NSRSN's Critical Incident Policy and Procedure

Motion IN-016 To introduce NSRSN Financial Services Policy: 32. Consultant Contracts Amendment.

The NSRSN staff recommends approval of the attached Consultant Contracts amendment. This amendment would enable the Executive Director to purchase professional services and consultation services costing $5,000 or less per year, as long as the expenditures are in the approved NSRSN Operating Budget for that time period.

Motion IN-017 To introduce Contract NSRSN-APN-02, Amendment 1 between the NSRSN and Associated Provider Network for PHP Title XIX Case Rate Increase - FY 2002. Maximum consideration shall be increased by $591,343.

The Washington State Legislature authorized a one-time payment for mental health case rate increases to the RSN's. $591,343 has been allocated to the NSRSN. NSRSN staff recommends that the 4.75% Administrative/Operating Budget carveout does not apply to these RSN/PHP Title XIX funds and that 100% goes to APN.

Motion IN-018 To introduce contract NSRSN-Compass-MICA-01, Amendment 1 between the NSRSN and Compass Health for co-occurring disorder services and training, extending the sunset date to 12/31/02. Maximum consideration remains unchanged at $142,817.

This amendment will extend the sunset date from September 30, 2002 to December 31 2002, enabling compass Health to complete their clinical staff co-occurring disorder training project.

17. Executive Session - Chair

18. Reconvene - Chair

19. Adjournment – Chair

<u>NOTE:</u> The next Board of Directors meeting is scheduled for Thursday, July 25, 2002 at the North Sound Regional Support Network, 117 North First Street, Suite, 8, Mount Vernon, WA at 1:30 PM.

NORTH SOUND REGIONAL SUPPORT NETWORK
BOARD OF DIRECTORS MEETING

North Sound Regional Support Network
Conference Room
117 North First Street, Suite 8
Mt. Vernon, WA
May 23, 2002
1:30 PM

MINUTES

Present:
Ward Nelson, Chair, Whatcom County Council
Maile Acoba, Alternate for Kenneth Dahlstedt, Skagit County Commissioner
Andy Byrne, Alternate for Pete Kremen, Whatcom County Council
Dave Gossett, Snohomish County Council
Joe Johnson, Nooksack Indian Tribe
Rhea Miller, San Juan County Commissioner
Robin Hazen, Alternate for Kirke Sievers, Snohomish County Council
Jim Teverbaugh, Alternate for Bob Drewel, Snohomish County Executive
Bill Thorn, Alternate for Mike Shelton, Island County Commissioner

NSRSN Staff Members:
Beckie Bacon, Chuck Benjamin, Melinda Bouldin, Annette Calder, Melissa DeCino, Sharri Dempsey, Marcia Gunning, Wendy Klamp, Greg Long, Debbie Page, Mike Page, Michael White, Bill Whitlock, Gary Williams

Guests:
Jane Relin, Jess Jamieson, Jere LaFollette

1. **Call to Order; Introductions – Chair**
   Chair Ward Nelson convened the meeting at 1:30. Introductions were made of all present.

   Debbie Page was announced as Employee of the Quarter for January through March, 2002. Chair Nelson presented her with a certificate and plaque. Chuck Benjamin stated that it was a pleasure to work with Debbie on several projects.

2. **Revisions to the Agenda – Chair**
   Chair Nelson announced that no Finance Committee meeting was held, so the consent agenda would be pulled.

3. **Approval of Minutes – Chair**
   It was moved, seconded and approved to accept the April minutes as presented.

4. **Comments & Announcements from the Chair**

   There were none.

5. **Reports from Board Members**

   Joe Johnson and Sharri Dempsey approached the mic. Mr. Johnson gave a brief history of the signing of the Centennial Accord in 1989, and what has happened since that time. He reflected on his attendance recently at the DSHS awards banquet, and felt much satisfaction and pride. There is now open communication between the Tribes and State officials. He was skeptical when Chuck Benjamin came on board as Executive Director. He has found his skepticism to be unfounded. Mr. Johnson went on to say how much he appreciates his support and active participation in Tribal affairs. Mr. Johnson and Sharri Dempsey honored Chuck by presenting him with a Tribal blanket. Mr. Benjamin expressed his thanks to them both.

   Jim Teverbaugh asked Debbie Page to speak about the housing available to six folks in the Expanding Community Services program. Debbie shared that there are 13 difficult to place people. She is currently working with APN to plan their discharge. Currently, there are six men moving to two houses in Everett. The houses were acquired jointly with Compass. There was some trepidation amongst some of the men, but all are accepting the opportunity and are now happy to move. Ms. Page admires their bravery.

   Jim Teverbaugh asked Jess Jamieson to speak about additionally housing Compass has purchased near the Bailey Center in Everett. Mr. Jamieson stated that the structure used to be a nursing home. Additional resources were received from Snohomish County. Construction is complete, with five additional units being added to those existing. People are waiting in line for the housing! The apartments are slated to be filled next week. He went on to mention a new facility on Whidbey Island. CMHS and Commissioner Shelton have pledged to get funding from the community to help complete the facility. Mr. Jamieson went on to mention the Children's Crisis Facility at the Compass main campus. Two six-bed units have been renovated. The first six beds will open the first week in June. He related his appreciation for the collaboration that went into bringing this project to fruition.

6. **Comments from the Public – Chair**

   Jere LaFollette distributed copies of the APN Annual Report and gave a brief outline of the highlights contained in the report.

7. **Report from the Advisory Board – Eileen Rosman, Chair**

   No report.

8. **Report from Executive/Personnel Committee – Dave Gossett, Chair**

   No report.

9. Report from the Planning Committee – Dave Gossett, Chair

Mr. Gossett reported that the Enhanced Case Management Plan would be introduced to the Board and that Greg Long would be giving a detailed presentation later in the meeting.

10. Report from QMOC Committee – Andy Byrne, Chair

Mr. Byrne thanked Joe Johnson for chairing the last QMOC meeting. The meeting was well attended. Wendy Klamp presented the QM department report. Terry McDonough presented the 2001 integrated report. There was discussion of definitions for restraint and seclusion. It was agreed that the CMS definitions are acceptable. The QMOC also heard a report from the Ombuds Department.

11. Report from the Executive Director – Chuck Benjamin, Executive Director

Mr. Benjamin reported briefly on:

- Overall fiscal impact of:
  - ✓ Funding formula phase in, year 2
  - ✓ Caseload rate increase
  - ✓ Funding to APN in 2002 and 2003
- Attended DSHS Stakeholder Meeting in Olympia
- MHD Strategic Plan; NSRSN will submit comments again
- Raintree Implementation: Linda Vaughan doing an excellent job
- Access Review is underway
- APN was sanctioned for a failed crisis outreach
- Anne Hoffman has resigned from Ombuds.
- Announced Shirley Conger and Chuck Davis as new Ombuds, they are currently receiving training from Washington Institute
- Recovery Committee is underway
- Second Annual Recovery Conference/BOD retreat slated for November 13 and 14.
- President Bush endorsed Mental Health Parity and has established the New Freedom Commission on Mental Health
- Has been asked to attend Medicaid Mental Health Conference in Baltimore in September. CMS is paying all expenses.
- Announced Sharri Dempsey and himself as recipients of awards yesterday at DSHS banquet.
- Reported results from MHD audits: bridgeways, CCSNW, Snohomish County ITA, and VOA Crisis Line all passing with flying colors.
- RSN/PHP Audit still in progress
- Case Reviews; exit meeting comments
  - ✓ NSRSN has highest level of QM/QI
  - ✓ Increased cross system partnering at case level
  - ✓ NSRSN is proactive
  - ✓ VOA very impressive
  - ✓ QRT/Ombuds voice and F.I. very evident

- ✓ Saw trauma as an issue and doing something about it
- ✓ Supported Education Project very impressive, as is Sunshine Allen
- ✓ Recovery Model is the way to go but is not evident throughout the region
- ✓ Statement from consumer on audit committee: "You are number 11 of the RSNs that I have seen, and you are a clear number ONE".
- ✓ NSRSN needs to do more with services to children

12. Report from the Finance Officer – Bill Whitlock

Mr. Whitlock reported that there had been no Finance Committee meeting due to lack of attendance. He offered a summary of his financial report located in member notebooks.

13. Consent Agenda – Ward Nelson, Chair

Pulled.

14. Action Items – Marcia Gunning, Contracts Compliance/Financial Services Manager

There were none**.**

15. Emergency Action Item – Marcia Gunning, Contracts Compliance/Financial Services Manager

Motion 02-018 To authorize Contract NSRSN-Magill-PSC-02 between the North Sound Regional Support Network and Sam Magill Consulting effective June 1, 2002 through December 31, 2002. Maximum consideration shall not exceed $14,250 (less APN payment of $4,125) Adjusted Maximum Consideration to NSRSN shall not exceed $10,125.

Moved, and seconded to approve Motion 02-018, all in favor, motion carried.

Motion 02-019 To authorize professional services contract #NSRSN- -TC-02 between the NSRSN and Pam James effective April 24 & 25, 2002. Maximum consideration shall not exceed $700.00, which includes travel.

Moved, and seconded to approve Motion 02-019, all in favor, motion carried.

Motion 02-020 To authorize professional services contract #NSRSN- -TC-02 between the NSRSN and Carol Locust effective April 24 & 25, 2002. Maximum consideration shall not exceed $1,800.00, which includes travel.

Moved, and seconded to approve Motion 02-020, all in favor, motion carried.

16. **Motions Not Yet Reviewed by the Advisory Board – Ward Nelson, Chair**

Ms. Gunning stated that Motion IN-009 had been pulled and will be introduced in June.

Moved and seconded to accept the remaining Introduction Items as presented, all in favor, motion carried.

Greg Long offered a PowerPoint presentation on the Enhanced Case Management Plan. His presentation offered an outline detailing:

- ✓ Who the plan serves
- ✓ The make up of the work group
- ✓ How is ECM different?
- ✓ Why move toward ECM?
- ✓ What is ECM?
- ✓ How ECM differs from ACT
- ✓ What the team provides
- ✓ What ECM will cost
- ✓ Consumer concerns
- ✓ What is needed to initiate the program

Discussion followed. Mr. Teverbaugh inquired as to whether or not County Coordinators had reviewed the plan? Greg assured him that the County Coordinators were represented when the Planning Committee reviewed it. Jane Relin asked what the size of the program would be? Greg responded that money is an issue, but 50 is the optimal number of participants. Chair Nelson asked if because of the money issue, would we find better usage in one particular group? Greg answered that young to middle-age adults and the chronic mentally ill are the target group.

17. **Executive Session - Chair**
There was none

18. **Reconvene - Chair**

19. **Adjournment – Chair**

The meeting adjourned at 2:44.

Respectfully submitted,

Melinda Bouldin

MEMORANDUM

REVISED

DATE: June 10, 2002

TO: NSRSN Advisory Board

FROM: Marcia Gunning
Contracts Compliance & Financial Services Manager

RE: June 27, 2002 NSRSN Board of Director's Agenda

Please find for your review and comment the following that will be discussed with the Board of Directors brought forth at the June 27, 2002 NSRSN Board Meeting.

CONSENT AGENDA

1. To authorize contract 0169-00339, Amendment 3 between the State of Washington Mental Health Division and the North Sound Regional Support Network, effective July 1, 2002 through June 30, 2003.

   This amendment includes the language changes from MHD's original Amendment 2 that the NSRSN Board authorized on 3/7/02 (Motion 02-007). In addition this amendment implements 1) the State Legislatures Reserve Reduction ($486,180), 2)Case Rate increase one-time payment of $591,343 in State funds, and 3) increases the NSRSN federal Medicaid PMPM rate by $1.98 for FB03. Estimated increase in funding as a result of this amendment is $1,166,257.

2. To adopt the NSRSN's 2002 Enhanced Case Management Plan.

   The NSRSN's Strategic Plan identified the need to study Enhanced Case Management Programs in the year 2001. Advocates nationally and regionally have called for development of ACT Programs. This has taken on added significance because the Mental Health Division of the State of Washington has decided to reduce the number of hospital beds by 120 during this biennium.

   The NSRSN conducted a workgroup whose members included consumers, advocates, NSRSN QRT and Ombuds representation, service providers, county representation and NSRSN staff. The group met four (4) times and reviewed national and state models of enhanced case management as well as the current types of case management available in the North Sound Region. This Committee reviewed the ACT Program Standards, the PACE Program, and the Village Program as national models of best practice. The NSRSN greatly appreciates the time and commitment of these and many other individuals in assisting with the development of the proposed NSRSN Enhanced Case Management Plan.

3. To authorize contract NSRSN-Raintree-ISSB-02 between the North Sound Regional Support Network and Raintree Systems, Inc, effective 9/1/02 through 12/31/03. Maximum consideration for this 16-month contract shall not exceed $110,934.

With this contract Raintree becomes the NSRSN's Management Information Systems Service Bureau. They will provide:

- *.2 FTE Technical Support person responsible for file transfers to Washington state and maintain user accounts.*
- *.4 FTE Project Manager / Client Liaison to manage report requests and the ongoing training needs of the Raintree liaison. Works with the Programmer to document report specifications.*
- *.4 FTE Programmer for ongoing database maintenance, documenting report specifications and writing reports to such specifications.*

4. To authorize contract NSRSN-VOA-DD Crisis-02, Amendment 1 between the North Sound Regional Support Network and Volunteers of America, extending the current contract through June 30, 2003. Maximum consideration of this Amendment shall not exceed $10,020. Maximum consideration for the entire term of this agreement shall not exceed $20,040.

   As of March 19, 2002 the NSRSN and DSHS-DDD have a fully executed contract for DDD Crisis Services through June 30, 2003. This contract amendment will enable the NSRSN to continue to reimburse VOA for specialized DDD Crisis Line Triage Services ($835 per month) through the end of the biennium.

5. To authorize contract NSRSN-APN-DD Crisis-02, Amendment 1 between the North Sound Regional Support Network and The Associated Provider Network, extending the current contract through June 30, 2003. Maximum consideration of this Amendment shall not exceed $366,903. Maximum consideration for the entire term of this agreement shall not exceed $714,605.

   As of March 19, 2002 the NSRSN and DSHS-DDD have a fully executed contract for DDD Crisis Services through June 30, 2003. This contract amendment will enable the NSRSN to continue to reimburse APN for the specialized DDD Crisis Services they are providing through the end of the biennium.

EMERGENCY ACTION ITEMS

1. To authorize the NSRSN Executive Director to enter into Contract No. NSRSN-PCI-User-01,Amendment (1) between the NSRSN and PCI Software, Inc. The effective dates of this Agreement shall be extended through November 30, 2002. Maximum consideration of this amendment shall be $25,208.33 ($5,041.67 per month). Maximum consideration of this Agreement shall not exceed $85,708.33.

   On June 5, 2002 the NSRSN was notified by Sound Data that due to delays in training provider staff, the Raintree system would not be implemented until October 1, 2002. The requested contract amendment would allow the NSRSN to continue to meet our MHD contract obligations until Raintree is fully operational.

2. To approve contract # NSRSN-Hedgepeth-02 between the North Sound Regional Support Network and Evonne Hedgepeth, PhD for Gay Lesbian, Bi-sexual, Transgendered, (GLBT) Clinical Training scheduled for July 23 and November 6, 2002. Maximum consideration shall not exceed $3,000.00.

Dr. Hedgepeth has been scheduled to provide two one-day trainings to NSRSN service providers clinicians and supervisors. The title of the training is Working with Gay, Lesbian, Bisexual and Transgender clients: A training for Mental Health Clinicians and Supervisors. NSRSN has budgeted for this training in the 2002 approved Budget and will also be charging a nominal fee of $25 per person. The training fees will be used to reimburse NSRSn training budget. In addition the GLBT Workgroup has independently raised funds to assist in bringing Dr. Hedgepeth to the NSRSN to conduct these trainings.

ACTION ITEMS

1. To adopt the North Sound Regional Support Network's Complaints, Grievance and Fair Hearing Policy and Procedure.

   This policy and procedure has been under development for the past year, was introduced to the NSRSN Board of Directors in May 2002, and is being brought forward after extensive participation and review by NSRSN staff and stakeholders for NSRSN Board adoption.

2. To adopt NSRSN's Disenrollment Policy and Procedure

   This policy and procedure has been under development for the past 10 months, was introduced to the NSRSN Board of Directors in May 2002, and is being brought forward by NSRSN staff for NSRSN Board adoption.

ITEMS NOT YET REVIEWED BY THE ADVISORY BOARD

1. To introduce North Sound Regional Support Network Critical Incident Policy and Procedure.

   This policy and procedure has been under development for the past year and is brought forward after extensive participation and review by NSRSN staff and stakeholders.

2. To introduce NSRSN Financial Services Policy: 32. Consultant Contracts Amendment. (Please refer to attached.)

   The NSRSN staff recommends approval of the attached Consultant Contracts amendment. This amendment would enable the Executive Director to purchase professional services and consultation services costing $5,000 or less per year, as long as the expenditures are in the approved NSRSN Operating Budget for that time period.

3. **To introduce Contract NSRSN-APN-02, Amendment 1 between the NSRSN and Associated Provider Network for PHP Title XIX Case Rate Increase - FY 2002. Maximum consideration shall be increased by $591,343. (see attached)**

   The Washington State Legislature authorized a one-time payment for mental health case rate increases to the RSN's. $591,343 has been allocated to the NSRSN. NSRSN staff recommends

that the 4.75% Administrative/Operating Budget carveout does not apply to these RSN/PHP Title XIX funds and that 100% goes to APN.

4. To introduce contract NSRSN-Compass-MICA-01, Amendment 1 between the NSRSN and Compass Health for co-occurring disorder services and training, extending the sunset date to 12/31/02. Maximum consideration remains unchanged at $142,817.

   This amendment will extend the sunset date from September 30, 2002 to December 31 2002, enabling compass Health to complete their clinical staff co-occurring disorder training project.

If you have any questions or concerns you would like to discuss prior to the meeting, please do not hesitate to contact me.

cc: NSRSN Board of Directors
Charles R. Benjamin
County Coordinators
NSRSN Management Team

DRAFT

Enhanced Case Management Programs In the North Sound Region

DRAFT

Enhanced Case Management Programs for the North Sound Region

Executive Summary:

Enhanced Case Management Programs have become recognized nationally as a mental health intervention which has research-demonstrated effectiveness. Effectively serving consumers with serious mental illnesses who are frequently hospitalized or have lengthy hospitalizations is critical both to these individuals and to the funding of all publicly funded community mental health services. If the NSRSN can effectively serve these individuals in community programs, funding can be focused on serving people in the community rather paying for inpatient services, the most costly mental health service. Enhanced case management programs aim at serving the 5-10% of the consumers in the mental health system who have demonstrated the most difficulty living independently in the community due of their mental illnesses. These individuals typically have repeated or lengthy hospitalizations or repeated and serious problems in community living. The Assertive Community Treatment Programs (ACT) are the best known and most researched of these programs, but there are many intensive or enhanced case management program models around the country. Consumers, advocates, and professionals along with extensive research agree that these programs are effective in reducing the number and length of psychiatric hospitalizations for participants.

A major practical concern regarding these programs is their cost. Due to the intensity of service and the related high level of staff to consumers, these programs are expensive. Providers would like to develop these programs, but have been hesitant to develop these intensive services for it would necessitate reducing other programming.

Consumers in our region have concerns regarding the potentially intrusive nature of these programs and their heavy emphasis on medication compliance. The NSRSN and this workgroup believe that these concerns can be resolved through careful program design, program oversight, and monitoring.

Recommendations:

- The NSRSN should look at developing one or more Enhanced Case Management Programs in the Region in the coming years. Enhanced Case Management Services featuring highly intensive outreach services providing seven days a week and extended hour coverage are becoming widely acclaimed as an important and expected component in a quality mental health system. Progressive community mental health programs around the state and nation are setting up these programs.

- These programs need to focus on the highest need consumers who have not been able to live successfully in the community. This service should focus on consumers who are repeatedly hospitalized, are continually unstable in their community placements or are homeless.

- Consumers have expressed concerns about the aggressiveness and intrusiveness of these services. These concerns can and should be minimized by program design emphasizing consumer voice, consumer rights, and consumer oversight.

- Funding for the program should be anticipated to cost around $10,000 per consumer per year depending on the size and structure of the program. The NSRSN will seek collaborative partnerships with other organizations and governmental entities to obtain funding for these intensive services.

Introduction:

The NSRSN's Strategic Plan identified the need to study Enhanced Case Management Programs in the year 2001. Advocates nationally and regionally have called for development of ACT Programs. This has taken on added significance because the Mental Health Division of the State of Washington has decided to reduce the number of hospital beds by 120 during this biennium.

The NSRSN conducted a workgroup whose members included Marie Jubie (Consumer/Advocate), Dan Bilson (Advocate), Eileen Rosman (Advocate), Jere LaFollette (APN Executive Director), Tom Sebastian (CMHS Director), Barbara McFadden (Compass Health), Nancy Jones (Snohomish County Human Services), Anne Hoffman (Ombuds), Dolores Holtcamp (QRT), Gary Williams (Whatcom County Health & Human Services/NSRSN), and Greg Long (NSRSN). Tom Richardson (Advocate) and Gary Ramey (WCPC) provided input and presented information. The group met four (4) times and reviewed national and state models of enhanced case management as well as the current types of case management available in the North Sound Region. This Committee reviewed the ACT Program Standards, the PACE Program, and the Village Program as national models of best practice. The NSRSN greatly appreciates the time and commitment of these and many other individuals in evaluating enhanced case management programs.

The Essential Elements of ACT Programs:

- Multi-disciplinary treatment teams with a low client to case manager ration (e.g., 10:1 rather that 30:1 or more) with daily meetings to coordinate treatment;
- Assertive outreach to people who are in danger of "falling through the cracks", including those who are unable or unwilling to keep appointments at mental health clinics or centers. However, this is a voluntary service similar to other community mental health programs, but more assertive in engagement and follow-up;
- Most services provided in the community (75% or more are provided in community settings, rather than at the clinic);
- High frequency of contact with clients and assistance with practical problems in living. A capacity to have multiple contacts each day with a consumer;
- Program operates 12 hours a day during the week and 8 hours a day on weekends or more with 24-hour coverage by the team, including emergencies;
- Priority is given to individuals with diagnoses of schizophrenia, schizoaffective disorder, and bi-polar disorder. (Primary diagnoses of substance abuse and mental retardation are not appropriate.);
- Shared caseloads among clinicians (rather than individual caseloads);
- Direct provision of individualized services, rather than a brokering/referral for services to other providers. Services provided include outreach/engagement, case management, medication management, daily living skills, individual supportive therapy, substance abuse treatment, social and recreational activities and employment services;
- Close attention to illness management and medication monitoring; and
- Multi-disciplinary team comprised of case manager, nurse, psychiatrist, peer outreach worker, and employment specialist.

ACT started in Wisconsin in the 1970's and has now been initiated and researched in many states in the US and other countries. The program has gained much acclaim for being a cost-saving way to better serve people with the most severe mental illnesses. ACT was cited as a best practice in the Surgeon's General report on mental illness and in the PORT report on Schizophrenia. NAMI has adopted a national policy initiative that PACT be a part of every community mental health system in the nation. CARF, one of the national accreditation organizations has now adopted standards for PACT programs.

Effectiveness of ACT Programs:

ACT Programs were first researched in the 1970s in Madison, Wisconsin. This research found that this approach lead to less time spent in psychiatric hospitals, improved symptomatology, better independent living skills, enhanced work and social functioning, and higher consumer satisfaction. (Stein & Test, 1980) See attachment for detailed references.

Many studies in other communities have also shown ACT is effective in reducing the number of days spent in psychiatric hospitals. (Kent County, Michigan-Mulder, 1985; Sydney, Australia-Hoult, et al 1983; Chicago-Bond, 1990; and Indiana-Bond, Miller, Krumwied & Ward-1998. Some of these studies indicate that consumers in ACT programs have fewer symptoms than their counterparts and have expressed more satisfaction with life.

Cost-effectiveness studies of ACT programs have shown either cost savings or no difference in cost. (Weisbred, 1980; Bond, et al, 1988; Nelson et al, 1995; Quinevan, 1995; Jerrel and Hull, 1989) The program is most cost effective when it is provided to consumers with a history of high use of mental health services (Rosenbeck, 1994).

Alternative Perspectives on ACT Programs:

A minority but outspoken and committed group led by people recovered from serious and persistent mental illnesses is raising concerns about ACT programs now. These criticisms are presented so the current concerns about ACT programs in our Region can be understood. It should be noted that despite the many ACT programs around the country, the voluminous writing on these programs, and the intensive research, no specific incidents of abuse of patient's rights or inappropriate use of medications are reported. This seems to be an issue of differing perspectives, principles and values. Criticisms of ACT programs include the following:

- ACT programs are too intrusive and infringes on people's privacy and individual rights including the right to be left alone. ACT programs are coercive. Studies show that more ACT program clients who are on parole or probation are sent to jail than consumers who are not in these programs are;
- ACT programs are too medically and medication oriented. Consumers are pressured into taking medications although they do not want to use them;
- Recovery is not a clear goal of this model. Mental illness is considered to be permanent. ACT programs are overly professional models and are aimed at maintaining people in the community;
- ACT programs build too much dependency on the ACT program teams so consumers do not integrate into the community. They become dependent on the program. Individuals in ACT programs do not develop relationships with spouses, family, community groups and work relationships. There is a lack of emphasis on community building, family, and community involvement in ACT programs;
- Treatment by a team rather than an individual is felt by some to be dehumanizing and stigmatizing;
- The research on ACT programs is flawed or biased. Individuals promoting or operating ACT programs do the research or collect/rate the data. The control groups are flawed;
- Research suggests that ACT programs do not help with improving employment status and reducing involvement with the criminal justice system;
- ACT programs are urban programs and has not been adequately researched and critiqued for rural areas;
- ACT is unnecessarily rigid and costly. Alternative models such as Personal Assistance in Community Existence (PACE) are now operating around the country. PACE aims at overcoming the rigidity, the overly medical and impersonal criticisms of PACT by implementing additional or alternative philosophies and approaches; and
- The drug companies for commercial reasons are promoting PACT through NAMI because it focuses on medication compliance, which increase their sales.

Current Enhanced Case Management Programs around the Country and State:

Since ACT Programs have been around for over 30 years, many variations have been tried. The workgroup looked at four variations on ACT programs. A widely known model is the Village in Long Beach, California. It has been operating for over 10 years and has many of the features of ACT. In addition, it stresses consumer voice, individualized services, community integration, and greater choice about the use of medications. Research on this program's effectiveness is promising. (See Page 8 for details.)

Clark County in Washington State has set up what they call a PACT Program, but it tries to incorporate the principles of Individualized and Tailored Care and the Recovery Model. The program has been operating for two years serving 50 consumers and is funded out of the standard RSN funding. The program is funded at $10,000 per year per consumer. Clark County RSN believes the program is working well and accomplishing its goals. Clark County and the Mental Health Division are currently conducting research on this program. (See Page 9 for details.)

Peninsula RSN in the Port Angeles area is operating an Enhanced Case Management Program which does not set up separate intensive teams to serve their high need consumers. They do provide a rotating case manager who has daily contact with selected high need consumers who are "at risk of losing their community tenure." This program has the advantage of being in a rural and less populated area so they have only 225 consumers in their entire community support program. The entire program operates as a team. (See Page 10 for details.)

An enhanced case management program operated in the City of Snohomish for approximately four years and served on average 25 consumers. 12 consumers were housed a five unit apartment complex. This program featured daily case management contact seven days week so close medication monitoring was available. The program was awarded national acclaim for it was highly effective in reducing the number and cost of hospitalizations by its participants. The program was discontinued as providers consolidated and moved into managed care. (See Page 11 for details.)

Current Intensive Case Management in the North Sound Region:

Case Management Services have been available in the North Sound Region for twenty years. Typically, these services do not involve the intensity, comprehensiveness, and extended hours of the PACT model of case management. Compass Health in Snohomish County, Community Mental Health Services in Skagit County, Lake Whatcom Residential Services and Whatcom Counseling and Psychiatric Clinic all have specific case managers with intentionally limited caseload sizes so they can provide more intensive services for clients with the greatest needs. There is no research to compare these programs effectiveness to Enhanced Case Management Models. (See pages 11 and 12 for details on these programs.)

These services would not meet the standards for a PACT model program. On average, consumers in ACT type programs receive 10 hours of service. A utilization study by NSRSN indicates that on average between15-34 adult consumers across all NSRSN providers receive 10 or more hours of outreach services in a month. Clark County, which is about one–third the size of the NSRSN, has at least fifty consumers receiving this level of service. Clark County has funded a ACT program/

Conclusion and Recommendation:

Enhanced case management programs have a proven record of accomplishment around the world. Progressive community mental health programs are including intensive case management programs as part of their continuum of services. Recovering mental health consumers are raising concerns about ACT programs now.

As detailed in this report, an NSRSN workgroup comprised of consumers, advocates providers, and RSN staff studied enhanced case management programs. The work group reviewed current intensive case management programs around the region, state and nation as well as the literature on these programs. This group recommends the following:

- The NSRSN should look at developing one or more of these programs in the Region in the coming years. Progressive community mental health programs around the state and nation are setting up these programs. Enhanced Case Management Programs such as the Village or Clark County's PACT fit well with the recovery model.

- These programs need to focus on the higher need consumers who have not been able to live successfully in the community. This service should focus on consumers who are repeatedly hospitalized, are continually unstable in their community placements or are homeless and difficult to engage.

- Consumers have expressed concerns about the aggressiveness and intrusiveness of these services. These concerns can be minimized by the following precautions:
  - These services can have a strong mission statement emphasizing client voice, consumer strengths, personal service, and individualized care.
  - The services should be clearly identified as being voluntary. The client's right to refuse this treatment, change it, or terminate from it can be stressed and obtained in writing.
  - A review board with a significant consumer membership should be set-up to over see the program and to hear any client concerns.
  - Peer counselors should be a required component of the program to assure a higher sensitivity to consumer voice.

- Funding for the program should be anticipated to cost around $10,000 per consumer per year depending on the size and structure of the program. Many programs find the optimal size of programs is between 50 and 100 consumers for operating efficiencies. Hence, the price for such a program is estimated to be around $500,000 per year.

  Partial funding for Enhanced Case Management Programs may be available through several special funding sources including funding for reducing beds at Western State Hospital, Supplemental Federal Block Grant funding set aside by MHD, DMIO funding, and new funding coming into the North Sound Region. In the long run, these programs should also create savings from diverting consumers from more expensive hospital services, which would at least partially cover the cost of these programs.

  The NSRSN will seek collaborative partnerships with other organizations and governmental entities to obtain funding for these intensive services. The NSRSN will take leadership in developing these collaborative initiatives during the next two years.

Village Enhanced Case Management Model

Summary prepared by Greg Long

Summary: This is a national model developed in Long Beach, California aimed inspiring other areas to improve community support services. It integrates issues from the PACT Model and Recovery Model approaches.

How many Consumers are served? 92 Members to a team. Now over 1,500 consumers are in similar programs in Los Angeles County. Other programs are modeled after it around the country and world.

Type of Disorders served? Serious and persistently mentally ill people.

How long are the consumers served? Consumers are served as long as they want/need services.

Intensity of Service: Services are as intensive as the consumer wants and needs. Caseloads are limited.

Percentage to time in / out of office services: Teams are predominately community based. At least 60 % of time in spent out of the office.

Hours of Coverage: Three teams collaborate to provide 24-hours per day 7 days per week coverage

How big a team? 6.75 staff plus outreach/integration specialists and substance abuse treatment specialists.

Type of staffing:
¾ FTE Psychiatrist
1 Nurse
1 Social Worker
4 paraprofessionals (some of whom are mental health consumers.)

Underlying values:

- Consumers and their expressed needs come first;
- Psychosocial rehabilitation/recovery philosophy;
- "The goal of recovery for the mental health consumer should be full integration into all aspects of community life.";
- Living, learning and working should be done via integration rather than segregation. Much emphasis on work and education;
- No readiness requirement;
- We try to see the world from each member's point of view;
- Adult-to-adult relationships should be established so as to minimize "professional distance"; and
- Capitated funding.

Outcomes:
Extensive outcome data demonstrating reduced hospitalization rates and costs, high consumer satisfaction, and high employment rates.

Consumer and Advocate Response: Very positive

Contact: http://www.village-isa.org

Clark County "PACT" Model

Summary prepared by Greg Long

Summary: Clark County established a "near PACT Model" two years ago. It would not meet the full national "PACT" criteria. The program features elements from PACE such as wrap around teams and Individualized Tailored Care. Admission to the program is voluntary and this is stressed. MHD views the program as a model program and will do a study of it.

How many Consumers are served? 50 consumers are in the PACT Program

Type of Disorders served? Schizophrenia, Schizo-Affective Disorders, Bi-Polar Disorders, and Major Depressions--does not serve Personality Disorders

How long are the consumers served? No definite time limit. Program is only two years old and is still expanding.

Intensity of Service: Approximately 11 hours of service per week. 85% of services are delivered in the community. Caseload size of 10. Daily staffing of cases

Hours of Coverage: 12 hours a day / 7 days per week and on-call for crisis

How big a team? Five FTE and a part-time psychiatric consultant.

Type of staffing: Psychiatric Nurse, CD Specialist, Vocational Specialist, Case Manager and Consumer Case Manager (Peer case manager)

Underlying values: Hope for the future, Strengths-based model, Strong vocational emphasis.

Outcomes: Significant reduction in Hospitalizations. Consumers are in better housing. Several consumers are working part-time. Consumers are getting better dental care.

Consumer and Advocate Response: Consumers, family members, and advocates like the program. No major complaints.

Contact: Marlene Sesali, UBH, Clark County

Peninsula CMHC Intensive Case Management Model

Summary prepared by Greg Long

Summary: Peninsula CMHC established an Intensive Case Management Model two years ago. It would not meet the full national "PACT" criteria. The program features a select list of community support clients who need daily contact to maintain community tenure. Every 9 weeks a regular case manager is responsible for a week for the consumers needing intensive case management. Admission to the program is voluntary and this is stressed.

How many Consumers are served? 5-25 highest-need consumers out of community support caseload of 225

Type of Disorders served? Schizophrenia, Schizo-Affective Disorders, Bi-Polar Disorders, Major Depressions or other consumers needing intensive supports

How long are the consumers served? A week to nine months. Consumers on and off the Intensive Case Management "select list"

Intensity of Service: At least one contact per day; contacts are scheduled; most contacts are face to face; much outreach; daily staffing of cases.

Hours of Coverage: 24-hour service, but appointments are scheduled; Crises are handled by the CMHC Crisis Team

How big a team? 9 FTE and supervisor and a part-time psychiatric consultant.

Type of staffing: Psychiatric Nurse, CD Specialist, Vocational Specialist, Case Manager. Evening hours are recovered through compensatory time. Non-union Organization

Underlying values: Maintain community tenure and stability. "Whatever it takes. Do it"

Outcomes: Limited Outcome Data, Believes there is a reduction in Hospitalizations, Staff and consumers like the program—"Its is popular", "QRT love the program"

Consumer and Advocate Response: Consumers, family members, and advocates like the program. No major complaints.

Contact: Becky Brown, Peninsula CMHC

Intensive Case Management
In the City of Snohomish

Summary Prepared by Greg Long

In 1993, Family Counseling Service was struggling to operate a small (12 bed) CCF in the City of Snohomish. Serious incidents were occurring in patient care and staff morale was low. The decision was made to convert the program from a staffed long-term residential program to community-based, intensive case management program and Snohomish County Human Services agreed to this program. The residential facility was converted into a crisis bed center.

Program Design:
An intensive team case management approach was adopted in which a case manager would be available from 8 AM to 9 PM Monday through Friday and from 9 AM to 5 PM Saturday and Sunday to 12 consumers. Three and half FTE were hired as BA level case managers along with a half time, MHP supervisor. A psychiatrist was available up to six hours a week. The program participants were housed initially in 12 subsidized apartment units owned by the agency. Later, incoming consumers were allowed to select their own housing in the City of Snohomish area.

Consumers were seen as frequently as needed, sometimes several times a day. Medications were voluntary. Staff would watch consumers take their medications until compliance was assured. Consumers were expected to develop some regular daily activities while they lived in the program. Employment was encouraged or they could attend a day program or volunteer somewhere. Consumers could also drop by the crisis center to talk with staff if assistance was needed.

Outcomes:

- Most consumers were enthusiastic about this program. Many consumers preferred living in their own apartment and receiving intense services. Some consumers who by history or temperament could not live in group-settings found this program ideal;
- In the first year of operation of the program, only one individual was re-hospitalized;
- Staff found they could serve more than 12 consumers so the program was gradually expanded to over 20;
- Many consumers were discharged to this program directly from the hospital; and
- The program won a national best practice award from a National Case Management Group.

Current Status:
The program was discontinued in 1998 as providers shifted to managed care and several mergers occurred.

Research References

"Alternatives to Mental Hospital Treatment," L. Stein and M. Test, Archives of General Psychiatry, 37: 392-297 (1980)

"Cost Effectiveness of Intensive Clinical and Case Management Compared with an Existing System of Care," J. Jerrel and T. W. Hu, Inquiry, 26: 224-234 (1989)

Evaluation of the Harbinger Program, 1982-5, R. Mulder, Lansing, Michigan Department of Mental Health (1985)

"Intensive Case Management," (Letter), G.R. Bond, Hospital and Community Psychiatry, 41: 927-928 (1990)

"Multisite Experimental Cost Study of Intensive Psychiatric Community Care," R. Rosenheck, M. Neale, P. Leaf, R. Milstein, and L. Frisman, Schizophrenia Bulletin, 21 (1): 129-140 (195).

"Psychiatric Hospital Versus Community Treatment: the Results of a Randomized Trial," J Hoult, I. Reynolds, M. Charbonneau-Powis, et al., Austrilian and New Zealand Journal of Psychiatry, 1`7: 160-165 (1983).

Enhanced Case Management Comparisons

Enhanced Case Management Elements	PACT Model	PACE Model	Compass Health	CMHS/ Skagit	Whatcom Counseling Intensive Case Management	Lake Whatcom Residential ICM	Village Program	Clark RSN Intensive Case Management (PACT)	Peninsula Intensive Case Management	Snohomish (No longer functioning)
Consumer/ staff Ratio	1:10 Urban 1:8 Rural	Not specified	Higher than 1:10	Higher than 1:10	1:20	Higher than 1:10	1:13	1:10	Not specific ICM Caseload, rotating ICM with caseload of 5-25/wk.	1:8 initially, later 1:12
Psychiatrist/ Medical Staff Availability	16 hrs/wk for every 50 consumers	Not specified	9-5	9-5	9-5 M-F Some weekend supports	9-5 M-F Some weekend supports	3/4 FTE Psychiatrist for 92 consumers	Part-time psychiatrist	Part-time psychiatrist	3 hrs/wk for 12 consumers
Types of consumers served	Chronically mentally ill. Schizophrenia, Bi-Polar, Depression. Not designed for P.D.s	Not specified	Not specified	Not specified	Not specified	Not specified	Chronic and Seriously Mentally Ill. Fairly loosely defined.	Chronically mentally ill. Schizophrenia, Bi-Polar, Depression. Not designed for P.D.s	High hospital utilizers	Chronically mentally ill. Schizophrenia, Bi-Polar, Depression. People with PDs caused problems.
Hours of Operation	7 days wk 12 hrs/day After hours on-call system. Or in rural areas daily coordination with crisis system	Not specified	9-5	9-5	9-5 M-F Some weekend supports	9-5 M-F Some weekend supports	Three Teams combine to provide 24 hr/7day/wk coverage	Extend hoursand weekend hours. Team is on call 24/7days/wk	Specialized Intensive Service on top of regular case management.	9-9 M-F 10-6 Sat & Sun
Teams/ Shared Caseload	Yes	Not specified	No, some back-up	No, some back-up	Collaboration between primary and Intensive CM. Some teaming	No, some back-up	Yes	Yes	Yes	Team with shared caseload
Intensity of Service	Capacity to do multiple contacts each day. Daily	Not specified	As needed	As needed	Multiple contacts per day. A few weeks to a few months.	As needed	Flexible. Intensive as consumer wants and	11 hrs. /wk of service is expected	Daily contact if needed	Daily contact, sometime 2-3x day

	contact is routine.				Exceptions can be made to lengthen TX.		needs. Can be up to several times a day.	Daily contact is frequent		

Criteria	PACT Model	PACE	Compass	CMHS	WCPC	LWRTC	Village	Clark RSN	Peninsula	Snohomish
Frequency of Staff Meetings	Daily	Not specified, not daily	Not specified, not daily	Not specified, not daily	Not specified, not daily	Not specified, not daily	Daily	Daily	Daily	Daily
Length of Service	Long Term/ possibly for life.	Not specified	Long Term	Long term	Long term, but intense services are for a few months	Long tern	Long term	Long-Term	A week to nine months	Long term, people did graduate after 1-2 years of stability
Percentage of Time Service is provided out of the Office	75% in urban and 85% in rural settings is out of office	Not specified	Not specified. Available as needed	Not specified. Available as needed	Majority of time is outside the office for Intensive Case Managers	High percentage of service is in community. Not specified.	At least 60% of clinician's time is out in the community.	85 % of services are delivered in the community	Majority of service is outreach	80%+ No office for client meetings
Integration of Substance Abuse TX	Somewhat	Not specified	Available, but not main component of program	Available, but not main component of program	One Intensive case manager is a CD specialist	Available, but not main component of program	Yes			No, specific programming
Use of Peer Staff	Yes	Not specified	No	No	No	No	Yes	Yes	No	No
Values	Community Living, Staying out of hospital, Employment	Empower-ment Recovery Choice Employ-ment			Recovery/ Rehab Model. Strong emphasis on housing and employment		Consumers and their expressed needs come first. Recovery Philosophy. Community Living and Integration. Reduce dependence on hospitals. Employment	Hope for future, Strengths-based model, Strong vocational emphasis	Maintaining community tenure and stability. "Whatever it takes. Do it."	Independent community living and community activities. Reducing hospital usage
Consumer/ Advocate Support of Program	Positive by participants. Consumer advocates are critical	Positive			New program. No data yet.		Very Positive	Positive	Positive	Positive

Outcomes	Thoroughly researched	Not specified or researched	Not specified or researched	Not specified or researched	Not specified or researched	Not specified or researched	Reducing hospital usage. 95% of consumers stay in the program	Not specified or researched	Not specified or researched. Believes it has reduced hospital utilization.	Yes, dramatic drop in hospital utilization
Cost	Depends on exact model. Probably $10,000 plus per consumer						Average cost $10, 525. Range $4,950-$16,100	$10,000 per consumer per month		Slightly less than CCF Rates

PROFESSIONAL SERVICES AGREEMENT
NORTH SOUND REGIONAL SUPPORT NETWORK
AND
RAINTREE SYSTEMS, INC

CONTRACT # NSRSN-RAINTREE-ISSB-02

THIS AGREEMENT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN, 117 North 1st Street, suite 8, Mount Vernon, Washington 98273 ("NSRSN"), and RAINTREE SYSTEMS, INC, 1120 Sycamore Avenmue, Suite A, Vista CA 92083 ("CONTRACTOR").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. Terms and Conditions

A. Term. This Agreement shall take effect July 1, 2002 and shall continue in full force and effect through December 31, 2003.

B. Termination. This Agreement may be terminated in whole or in part by either party for any reason by giving THIRTY (30) calendar days written notice to the other party.

1. Loss of Funding. In the event funding from any source is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to termination, NSRSN may terminate this Agreement by written notice effective upon Contractor's receipt of written notice. The parties may re-negotiate under new funding limitations and conditions.

2. Breach. This Agreement may be terminated for any breach by either party. The terminating party shall give the breaching party five calendar days written notice to cure the breach. Failure to cure shall cause this agreement to terminate immediately at the end of the five- (5) day period.

C. Amendments. This Agreement may only be amended by written consent of both parties.

D. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination and conflict of interest laws.

E. Relationship of Parties. Contractor agrees that Contractor shall perform the services under this Agreement as an independent contractor and not as an agent, employee or servant of NSRSN. The parties agree that Contractor is not entitled to any benefits or rights enjoyed by employees of NSRSN. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed upon services in accordance with the specifications set forth herein. NSRSN shall only have the right to ensure performance.

F. Indemnification. Contractor shall defend, hold harmless and indemnify NSRSN and its member counties and employees against any and all claims, liabilities, damages or judgements asserted against, imposed upon, or incurred by NSRSN and its member counties and employees alleged to arise out of the

negligent or wrongful acts of CONTRACTOR or CONTRACTOR's officers and employees, agents or volunteers.

NSRSN shall release CONTRACTOR from all claims, liabilities, damages or judgements asserted against, imposed upon, or incurred by CONTRACTOR that arises out of the wrongful acts of the NSRSN or the NSRSN employees.

G. *Dispute Resolution. The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies that may arise under this Agreement and therefore establish this dispute resolution procedure. All claims, disputes and other matters in question between the parties arising out of, or relating to, this Agreement shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:*

1. The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.

2. Within ten (10) working days of receipt of the written Notice of Dispute, the parties (or a designated representative) shall meet, confer, and attempt to resolve the claim within the next five working days.

3. The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.

Arbitration. If the claim is not resolved, the parties shall proceed to arbitration as follows:

1. The parties shall each select one person as arbitrator. Those two arbitrators shall agree on the selection of a third arbitrator. The dispute shall be promptly resolved on the basis approved by any two of the three arbitrators.

2. If there is a delay of more than ten (10) days in the naming of any arbitrator, either party can ask the presiding judge of Skagit County to name any remaining arbitrator(s). Each party shall pay the fees of the arbitrator it names and 50% of the third arbitrator's fees.

3. The prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.

4. The parties agree that in the absence of fraud by one of the parties, the arbitrators' decision shall be binding, final and not appealable to any court of law.

5. Unless the parties agree in writing otherwise, the unresolved claims in each notice of dispute shall be considered at an arbitration session which shall occur in Skagit County no later than thirty (30) days after the close of the meeting described in paragraph b. above.

6. The Provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.

7. An arbitration award may be judicially enforced and/or reduced to judgment. Venue for any lawsuits shall be exclusively in Skagit County Washington. This contract shall be construed pursuant to the laws of Washington.

8. Nothing contained in this Agreement shall be deemed to give the arbitrators the power to change any of the terms and conditions of this Agreement in any way.

H. Records and Reports. Contractor shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. Contractor shall retain all books; records, documents and other material relevant to this Agreement for five years after its expiration and all payment for the contract have been made. The later of the two dates initiates the five-year time frame. All books, records, documents, reports and other data related to this contract shall be subject to inspection, review and/or audit by NSRSN personnel or other parties authorized by NSRSN, DSHS, the Office of the State Auditor, and authorized federal officials during regular business hours and upon demand.

I. HIPAA Compliance, Privacy and Security of Individually Identifiable Health Information

1. **Applicability of State and Federal Law.** The Raintree Software Products will be used to store and transmit Individually Identifiable Health Information, and to exchange information to carry out financial and administrative activities related to health care. HIPAA empowers the Department of Health and Human Services to establish standards for electronic health care transactions and code sets to be used in those transactions. HIPAA obligates NSRSN, and RAINTREE as a Business Partner of NSRSN, to protect the privacy of Individually Identifiable Health Information and to maintain reasonable standards of security to ensure that health information that is transmitted or stored in any form remains secure. In addition, federal law and regulations regarding alcohol and drug abuse patient records (42 U.S.C. 290ee-3 and 42 CFR Part 2), and the psychiatric record laws of the various states in which NSRSN delivers or manages the delivery of health services include more stringent limits on the disclosure of Individually Identifiable Health Information than those established under HIPAA. In each case, the more stringent rules will be applied by RAINTREE.

2. **Raintree Software Product Compliance with HIPAA Requirements.** RAINTREE warrants that the Raintree Software Products will operate in a manner that enables NSRSN as a Health Plan and/or health care provider to comply with rules of the Department of Health and Human Services establishing standards for electronic transactions and code sets to be used in those transactions found at 45 CFR Parts 160 and 162 (adopted on August 17, 2000, 65 FR 50312, et. Seq.). RAINTREE will make such modifications to

the Raintree Software Products as are necessary to comply with the rules in a timely manner, and make such modifications available to NSRSN at no additional cost to NSRSN. RAINTREE will ensure that the Raintree Software Products will operate in a manner that enables NSRSN to comply with the final version of rules proposed by the Department of Health and Human Services under HIPAA that establish Standards for Privacy of Individually Identifiable Health Information (rule proposed on November 3, 1999, 64 FR 59917 et. Seq.), particularly relating to maintenance of a record of the existence of an authorization by a subject of Individually Identifiable Health Information to disclose such information to a third party, and maintenance of an audit trail of any disclosure of Individually Identifiable Health Information to third parties. RAINTREE will similarly ensure that the Raintree Software Products operate in a manner that is consistent with the final version of rules proposed by the Department of Health and Human Services under HIPAA, including proposed rules governing security and electronic signature standards (proposed on August 12, 1998, 63 FR 43242, to be codified at 45 CFR Part 142), National Standard Identifiers for Health Care Providers (rules proposed on May 7, 1998, 63 FR 25320, to be codified at 45 CFR Part 142), National Standard Employer Identifiers (rule proposed on June 16, 1998, 63 FR 32784, to be codified at 45 CFR Part 142), National Standard Identifiers for Health Plans (no rule proposed as of August 2000), National Standard Identifiers for Health Claim Attachments (no rule proposed as of August 2000), and National Standard Identifiers for Individuals (referred to at 42 U.S.C. 1320d-2 (b)(1), although no rule has been proposed).

3. **Privacy of Individually Identifiable Health Information**. RAINTREE agrees to protect the confidentiality and privacy of Individually Identifiable Health Information as required by HIPAA and by applicable provisions of state and federal law. In particular, the RAINTREE agrees to the following:

(a) RAINTREE will not use or disclose Individually Identifiable Health Information in a manner that would be inconsistent with NSRSN Privacy Policies and Procedures or provisions of HIPAA or state or federal law applicable to NSRSN. Any request for disclosure of Individually Identifiable Health Information that is received by RAINTREE will be referred to NSRSN.

(b) Individually Identifiable Health Information will not be used by RAINTREE for any purpose or disclosed by RAINTREE to any third party, except that disclosure may occur in the following circumstances:

- As authorized in writing by a NSRSN Authorized Agent, provided that RAINTREE may rely upon a representation by NSRSN the subject of the health record has properly authorized that such disclosure, or that disclosure is permitted or required under applicable state or federal law.

- Information may be released to the federal government or a state government engaged in audit or evaluation activities under the Medicare or Medicaid programs, provided that such disclosure shall be consistent with the requirements of 42 CFR 2.53, now or as hereafter amended, that RAINTREE first notifies NSRSN of any such request for information, and

that RAINTREE makes a reasonable effort to document the identity of the persons seeking such disclosure.

- Pursuant to Court Order, provided that RAINTREE immediately notifies NSRSN of any subpoena or Court Order pertaining to individually identifiable information, and allows NSRSN to contest the enforceability of such a Court Order or subpoena, and complies with the requirements of Subpart E of 42 CFR Part 2 (§§2.61-2.67) prior to such disclosure, such requirements being more stringent than those enacted under HIPAA.

- RAINTREE will keep a record of all disclosures of Individually Identifiable Health Information to enable NSRSN to provide individuals with an accounting of any use or disclosure of individual information as required by HIPAA (proposed 45 CFR 160.515 through 45 CFR164.514d).

(c) RAINTREE will use appropriate safeguards to prevent use or disclosure of the Individually Identifiable Health Information other than as provided by this Agreement. In particular, RAINTREE will provide security in a manner that is consistent with HIPAA data security requirements proposed by the Department of Health and Human Services (proposed on August 12, 1998, 63 FR 43266, to be codified at 45 CFR 142.308), Federal and State laws, and the NSRSN MHD Contract.

(d) RAINTREE will report to NSRSN any use or disclosure of Individually Identifiable Health Information that is not permitted by this Agreement of which RAINTREE becomes aware.

(e) RAINTREE will ensure that any Business Partner that is or may be allowed access to Individually Identifiable Health Information agrees to the same restrictions and conditions that apply to RAINTREE with respect to protection of the privacy of such information and with respect to maintenance of the security of health information maintained electronically.

(f) All requests by subjects of Individually Identifiable Health Information for access to their records, or requests that such records be corrected, will be referred to NSRSN. NSRSN will make such information available to subjects of health records in accordance with the final rule enacted at 45 CFR 164.514(a).

(g) RAINTREE will make its internal practices, books, and records relating to the use and disclosure of protected health information received from NSRSN available to the Secretary of Health and Human Services for purposes of determining NSRSN compliance with HIPAA requirements.

(h) RAINTREE will incorporate any amendments or corrections to a health record when notified pursuant to 45 CFR 164.516(c)(3).

(I) In the event that the final rules adopted by the Department of Health and Human Services that establish Standards for Privacy of Individually Identifiable Health Information include a requirement that Business Partner Agreements state that Individuals who are Individually Identifiable Health Information is disclosed by NSRSN to RAINTREE are intended third party beneficiaries of the

Business Partner Agreement, then such a provision shall be deemed to have been incorporated into this Agreement.

II. Compensation

A. Consideration: Cost reimbursement shall be made only if NSRSN has a fully executed contract on file. **NSRSN shall pay to Contractor per Exhibit A, Scope of Work, per the following:**

Services will be reimbursed on a fee-for-service basis and purchased by the NSRSN in quarterly payments. Raintree will document on an hourly basis, by service type, up to 40 hours per week. Each additional hour over 40 hours per week will be billed at $60.00 per hour. Raintree shall receive written/e-mail authorization from the NSRSN prior to working overtime in a given week (over 40 hours). Hours are flexible between Raintree staff specialties (depending on current needs).

Total maximum consideration of this Agreement shall not exceed $124,800.

B. Payment Procedures. Contractor shall submit a quarterly (3 month) invoice by the 10th of the first month in said quarter *(for example: quarter 1 = July, August and September 2002 and the invoice should be received by the 10th of July, 2002*). The NSRSN shall purchase the Service Bureau Services, as detailed in Exhibit A in quarterly installments. Raintree shall submit a detailed quarterly report and timesheet by the tenth (10th) of the month after the quarter in which services were provided. This report and time sheet shall document actual hours worked by service type, including any additional hours authorized in advance by the NSRSN. Failure to submit the quarterly detailed Report by the 10th of the month may result in a delay in the nexty quarterly payment. Failure to submit the quarterly detailed report shall result in the NSRSN withholding the next quarterly payment to Contractor.

Invoices for services completed but contractually authorized in a retroactive manner must be submitted within fifteen (15) days after the execution of the appropriate contract.

Until notified otherwise, Contractor shall submit all requests for reimbursement to:

North Sound Regional Support Network
Attn.: Finance Manager
117 North 1st Street, Suite 8
Mount Vernon, WA 98273-3806

Service Expectations

Contractor shall provide services as set forth in Exhibit A attached.

III. **Miscellaneous**

A. Assignments. Neither party may assign its rights or delegate its performance hereunder to any person or entity without the prior written consent of the other party.

B. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and there are no other agreements, written or oral, relating to the subject matter hereof.

C. Headings. Paragraphs headings are for convenience and reference only and shall have no effect upon the construction or interpretation of any party of this Agreement.

D. Severability. If any provision of this Agreement is found by a court to be invalid, unenforceable or contrary to applicable law, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, unenforceable or contrary to applicable law, shall not be affected and shall continue in full force and effect.

E. Notices. All notices pertaining to this agreement shall be written and delivered, by certified U.S. mail or by hand delivery to the addresses shown below. Notices shall be deemed served upon receipt, or three days after postmark if mailed. Notices transmitted by facsimile which are followed immediately by mailing shall be deemed received on the date of the facsimile transmission.

F. Venue. This Agreement shall be construed, both as to validity and performance, and enforced, subject to Paragraph I.H, in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Skagit County.

G. Power to Execute. Both parties warrant they have the power and authorization to execute this Agreement and any other documents executed pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

FOR NSRSN: **FOR RAINTREE SYSTEMS, INC.**

_____ _____

Charles R. Benjamin, Executive Director Date Mark Russell, Chief Executive Officer
Date

EIN No.

Approved as to Form for NSRSN:
Basic Form approved by Brad Furlong 10/2/01
Attorney at Law Date

Exhibit A
SERVICE BUREAU SERVICES

Raintree Responsibilities:

1. Raintree Staff Support

- Provide a .2 FTE Technical Support person responsible for file transfers to Washington state and maintain user accounts.

- Provide a .4 FTE Project Manager / Client Liaison to manage report requests, the ongoing training needs of the Raintree liaison and the development of a Report Generator Training Manual. Works with the Programmer to document report specifications.

- Provide a .4 FTE Programmer for ongoing database maintenance, documenting report specifications and writing reports to such specifications.

Hours are flexible between Raintree staff specialties (depending on current needs).

2. Custom Reports

Custom Report Requests will follow the Raintree's standard Custom Report Request process. Each Custom Report Request must be approved by an authorized representative of the NSRSN.

3. Program Changes

Program Change Requests may be submitted continuously. They will be reviewed each six months with the NSRSN Raintree liaison for suitability and need. Program Change Requests must be approved by an authorized representative of the NSRSN.

NSRSN Responsibilities:

1. Enforce a standard timeline with provider(s) to send electronic transmissions to the NSRSN database.

2. Distribute and maintain state warning/error reports (available on NSRSN state FTP site).

3. Maintain Raintree Security Table.

4. Provide a Raintree liaison(s) responsible to work with Raintree Project Manager and Programmer to document report specifications, approve report requests, and complete staff training.

NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT

CONTRACT NO. NSRSN-VOA-DD Crisis-02
Amendment (1)

THIS AGREEMENT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN, (NSRSN) Mount Vernon, Washington, and VOLUNTEERS OF AMERICA (CONTRACTOR"), Everett, Washington.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The above-referenced Contract between the North Sound Regional Support Network (NSRSN) and Volunteers of America (VOA) is hereby amended as follows:

1. Term. The term of this Agreement shall be modified to be in effect July 1, 2001 and shall continue in full force and effect through June 30, 2003..

2. Maximum consideration of this Amendment shall not exceed $10,020. Maximum consideration for the entire term of this agreement shall not exceed $20,040.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-VOA-DD CRISIS-02 THROUGH AMENDMENT ONE (1) ARE INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

THIS AMENDMENT IS EXECUTED BY THE PERSONS SIGNING BELOW, WHO WARRANT THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS AMENDMENT.

NORTH SOUND REGIONAL SUPPORT NETWORK		VOLUNTEERS OF AMERICA	
_____		_____	
Charles R. Benjamin Executive Director	Date	Gil Saparto Executive Director	Date

NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT

CONTRACT NO. NSRSN-APN-DD Crisis-02
Amendment (1)

THIS AGREEMENT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN, (NSRSN) Mount Vernon, Washington, and ASSOCIATED PROVIDER NETWORK (CONTRACTOR"), Mount. Vernon, Washington.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The above-referenced Contract between the North Sound Regional Support Network (NSRSN) and Associated Provider Network (APN) is hereby amended as follows:

3. Term. The term of this Agreement shall be modified to be in effect July 1, 2001 and shall continue in full force and effect through June 30, 2003..

4. Maximum consideration of this Amendment shall not exceed $366,903. Maximum consideration for the entire term of this agreement shall not exceed $714,605.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-APN-DD CRISIS-02 THROUGH AMENDMENT ONE (1) ARE INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

THIS AMENDMENT IS EXECUTED BY THE PERSONS SIGNING BELOW, WHO WARRANT THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS AMENDMENT.

NORTH SOUND REGIONAL SUPPORT NETWORK

ASSOCIATED PROVIDER NETWORK

Charles R. Benjamin Executive Director	Date	Jere LaFollette Executive Director	Date

NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT

CONTRACT NO. NSRSN-VOA-DD Crisis-02
Amendment (1)

THIS AGREEMENT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN, (NSRSN) Mount Vernon, Washington, and VOLUNTEERS OF AMERICA (CONTRACTOR"), Everett, Washington.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The above-referenced Contract between the North Sound Regional Support Network (NSRSN) and Volunteers of America (VOA) is hereby amended as follows:

5. Term. The term of this Agreement shall be modified to be in effect July 1, 2001 and shall continue in full force and effect through June 30, 2003..

6. Maximum consideration of this Amendment shall not exceed $10,020. Maximum consideration for the entire term of this agreement shall not exceed $20,040.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-VOA-DD CRISIS-02 THROUGH AMENDMENT ONE (1) ARE INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

THIS AMENDMENT IS EXECUTED BY THE PERSONS SIGNING BELOW, WHO WARRANT THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS AMENDMENT.

NORTH SOUND REGIONAL SUPPORT NETWORK

Charles R. Benjamin Date
Executive Director

VOLUNTEERS OF AMERICA

Gil Saparto Date
Executive Director

NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT

CONTRACT NO. NSRSN-APN-DD Crisis-02
Amendment (1)

THIS AGREEMENT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN, (NSRSN) Mount Vernon, Washington, and ASSOCIATED PROVIDER NETWORK (CONTRACTOR"), Mount. Vernon, Washington.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The above-referenced Contract between the North Sound Regional Support Network (NSRSN) and Associated Provider Network (APN) is hereby amended as follows:

7. Term. The term of this Agreement shall be modified to be in effect July 1, 2001 and shall continue in full force and effect through June 30, 2003..

8. Maximum consideration of this Amendment shall not exceed $366,903. Maximum consideration for the entire term of this agreement shall not exceed $714,605.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-APN-DD CRISIS-02 THROUGH AMENDMENT ONE (1) ARE INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

THIS AMENDMENT IS EXECUTED BY THE PERSONS SIGNING BELOW, WHO WARRANT THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS AMENDMENT.

NORTH SOUND REGIONAL SUPPORT NETWORK

Charles R. Benjamin Date
Executive Director

ASSOCIATED PROVIDER NETWORK

Jere LaFollette Date
Executive Director

NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT

CONTRACT NO. NSRSN-PCI-User-01
Amendment (1)

The above-referenced Contract between the North Sound Regional Support Network (NSRSN) and PCI Software, Inc., a Washington Corporation (the "contractor").
is hereby amended as follows:

1. The effective dates of this Agreement shall be extended through November 30, 2002.

2. Maximum consideration of this amendment shall be $25,208.33 ($5,041.67 per month).

3. Maximum consideration of this Agreement shall not exceed $85,708.33.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-PCI-User-01 THROUGH AMENDMENT ONE (1) ARE INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

THIS AMENDMENT IS EXECUTED BY THE PERSONS SIGNING BELOW, WHO WARRANT THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS AMENDMENT.

NORTH SOUND REGIONAL SUPPORT NETWORK	PCI SOFTWARE, INC.
_____	_____
Charles R. Benjamin, Executive Director — Date	Craig Bellusci, President — Date

AGREEMENT FOR PROFESSIONAL SERVICES
Agreement #NSRSN-Hedgepeth-02

Whereas, North Sound Regional Support Network (hereinafter "NSRSN") wishes to engage Evonne Hedgepeth, PhD of Lifespan Education ("contractor") to render specialilzed professional clinical training to clinicians and supervisors within the North Sound Regional Support Network provider system, the following agreement professional services agreement is hereby made:

1. This Agreement shall take effect July 1, 2002 and shall continue in full force and effect through November 30, 2002.

2. Contractor agrees to provide two separate but identical one-day trainings entitled "Working with Gay, Lesbian, Bisexual and Transgender Clients: A Training for Mental Health Clinicians and Supervisors," scheduled to occur on July 23, 2002 and November 6, 2002.

   Training Objectives and Outcomes are:

   - To increase knowledge about the nature of sexual orientation, gender identify and specific issues faced by GLBT clients.
   - To increase awareness of the need for sensitivity in dealing with GLBt CLIENTS.
   - To examine barriers to effective work with GLBT clients and strategize ways to overcome these barriers.

3. NSRSN agrees to reimburse contractor per the following:

   - Contractor shall be paid only if NSRSN has a fully executed contract on file.
   - Contractor shall submit an invoice by the tenth (10th) of the month after the month in which services were provided. Invoice shall document name and date of training, actual hours spent in preparation, and actual travel expenses (mileage, meals with receipts, lodging receipt if applicable).
   - Travel expenses will be reimbursed per the following:
     i. Meal Limits – Breakfast $8; Lunch $10; Dinner $18.
     ii. Mileage when using personal car at $.365 per mile.
     iii. Lodging – Actual expense at single room rate.

   b. Failure to submit an invoice by the tenth (10th) may delay payment for one (1) month.

   c. Contractor shall submit all requests for reimbursement to:

      North Sound Regional Support Network
      Attn.: Finance Manager
      117 North 1st Street, Suite 8
      Mount Vernon, WA 98273-3806

4. Maximum Consideration for the term of this Agreement shall be:

2 days GLBT Training @$1,300 each day	= $2,600.00	
Travel and Meals	=	400.00
Development Time*	=	500.00
Sub Total		$3,500.00
Less GLBT Workgroup Funds*		- 500.00

MAXIMUM CONSIDERATION FROM NSRSN SHALL NOT EXCEED $3,000.00

* Reimbursed through GLBT workgroup Funds, not NSRSN

Dated:_____ Dated:_____

_____ _____

CHARLES R. BENJAMIN, Executive Director
North Sound Regional Support Network
117 North 1st Street, Suite 8
Mount Vernon, WA 98273

Approved as to form: 1/24/01
Bradford E. Furlong, Attorney At Law

Evonne Hedgepeth, PhD
Lifespan Education
PO Box 11844
Olympia, WA 98508

(360) 352-9980
lifespaneducation.com

\shared\contract\2002\professional services\hedgepeth

Effective Date: North Sound Regional Support Network

POLICY

Cancels: New

See Also: PRO-102A, PRO-102B, PRO-102C **Approved by: Board of Directors**

POL-102 COMPLAINT, GRIEVANCE, APPEAL, AND FAIR HEARING POLICY

It is the policy of the North Sound Regional Support Network (NSRSN) to resolve complaints, grievances and appeals at the lowest possible level, in a confidential manner and without retaliation. The NSRSN policy is to resolve or rule upon, if necessary, consumers *(see definition of "consumer" below)* complaints and grievances honoring consumer's voice, choice, and rights while considering most effective clinical practices, medical necessity, laws, and federal/state/and RSN contractual requirements.

Although the NSRSN encourages the resolution complaints, grievances, and appeals of service determinations at the lowest possible level, consumers may, initiate a grievance or appeal with the NSRSN without first utilizing the complaint process. Consumers may file for fair hearing without first utilizing the complaint, grievance, or appeal process. When a consumer wishes to request disenrollment from the prepaid health plan for good cause they must first utilize the Grievance Process (PRO 004B) included in this NSRSN complaint and grievance policy. ***(For information about Disenrollment see North Sound Regional Support Network Disenrollment Policy 103).***

1. **Consumers will be informed of their right to initiate a complaint, grievance, appeal, or request a fair hearing. This policy will be published and made available to all current and potential users of publicly funded mental health services, and advocates in language that is clear and understandable to the individual.**

2. **Consumers will receive written notification of all service determinations, the criteria used to make the determinations, and the steps to appeal these determinations.**

3. **Consumers may have participation of others at their choice throughout the process.**

4. **Current services will continue while complaints, grievances or appeals or fair hearings are in progress.**

5. **Confidential ombuds services are available to assist consumers, toll free, at 1-888-336-6164. Ombuds services will be offered to assist consumers at all levels of this process.**

6. **Interpreter services, TTY/TDD, and mental health specialists are available throughout the process to ensure culturally competent processes.**

7. **Complaints will be handled in a confidential manner.**

8. **There will be no retaliation or punitive action of any kind against a consumer who initiates a complaint, grievance, appeal, or request for fair hearing. Ombuds, provider, and NSRSN staff are available to assist if concerns about retaliation occur.**

9. **Aggregate information about types of complaints, grievances, appeals, and fair hearing requests will be used to analyze trends and identify areas for quality improvement.**

10. **The following definitions will apply to the entire Policy 004, and Procedure 004:**

IV. CONSUMER

"Consumers" include persons who have applied for, are eligible for, are enrolled in, or who have received publicly funded mental health services from the NSRSN service network. The definition of "consumers" also includes parents or legal guardians for children under the age of thirteen, and parents or legal guardians who are involved in the treatment plan for children 13 and older.

Family members or other interested parties can also utilize this process. A release of information will be needed by the consumer to share information to the family member or other interested party. *Throughout the policy, the term "consumer" will be used to describe the above groups.*

V.

VI. COMPLAINT

VII. A **complaint** is a verbal or written statement by a consumer that expresses dissatisfaction with some aspect of services covered under the NSRSN PHP Program Agreement, including Service Provider, Primary Care Provider, or Contractor.

Complaints may involve dissatisfaction with service determinations or the *initial appeal* of any denial, termination, suspension, or reduction of services to include the following actions:

1. The denial or limited authorization of a requested service, including type of service,
2. The reduction, suspension or termination of a previously authorized service,
3. The denial in whole or in part, of payment for a service,
4. The failure to furnish or arrange for a service or provide payment for a service in a timely manner.

.

GRIEVANCE and APPEAL

A **grievance** is a written request by a consumer that a complaint be heard and ruled upon by the North Sound Regional Support Network (NSRSN), usually undertaken after attempted resolution of a complaint fails.

An **appeal** is a kind of grievance that involves a written request to the NSRSN to appeal service determinations or any denial, termination, suspension, or reduction of services to include the following actions:

1. The denial or limited authorization of a requested service, including type of service,
2. The reduction, suspension or termination of a previously authorized service,
3. The denial in whole or in part, of payment for a service,
4. The failure to furnish or arrange for a service or provide payment for a service in a timely manner.

FAIR HEARING

A **Fair Hearing** is a hearing conducted through the auspices of the state Office of Administrative Hearings in accordance with WAC 388-02. The term "administrative hearing" is synonymous with fair hearing.

PROVIDERS

A **provider** is any NSRSN contracted service provider.

PROVIDER NETWORKS

Refers to the NSRSN contracted provider network's highest level of administration.

DAY

Throughout this policy, the word "**day"** is defined as a calendar day, unless otherwise specified.

DITIONAL REQUIREMENTS

Washington Administrative Code (WAC) 388-865-0250, 388-865-0255, 388-865-0340, 388-865-0410, and 388-02. Code of Federal Regulations (CFR) 42 CFR 434.32, 42 CFR 434.32 (b), The Medicaid Waiver and renewal, and the RSN PHP Program Agreement between The State of Washington Department of Social and Health Services (DSHS) and the North Sound Regional Support Network (NSRSN) or their successors.

The North Sound Regional Support Network, providers, and provider networks shall comply with all requirements outlined in the North Sound Policy and in references cited above. The providers and provider networks Complaint and Grievance Policies will be congruent with the NSRSN Policy.

The providers, provider networks, and ombuds will comply with methods to collect information for quality improvement efforts and to assist the NSRSN in complying with reporting requirements. The provider networks (including information from individual providers), providers, and ombuds will submit semi-annual reports in compliance with NSRSN and MHD timelines using attachment A or its successors.

Consumers shall receive, upon request, written recipient information and/or documentation. The NSRSN, providers, provider networks, or Ombuds shall not charge for the first 100 pages of copying, and may charge a maximum of ten cents per page thereafter. Additional administrative costs such as staff time in preparation of copies or supervision of the record review are prohibited.

Full records of complaints and grievances will be kept for five years after completion of the process in confidential files separate from clinical records. These records will not be disclosed without the consumer's written permission, except as necessary to resolve the grievance or to DSHS if a fair hearing or disenrollment is requested.

Effective Date: North Sound Regional Support Network
PROCEDURE

Cancels: New

See Also: POL-102, PRO-102B, PRO-102C

Approved by: Board of Directors

PRO-102A INITIATING AND RESPONDING TO COMPLAINTS

This procedure outlines the process for complaints that involve;

A. Services provided by direct service providers,
B. Services provided directly by provider networks or
C. Services provided directly by the NSRSN.

A. For complaints that involve direct service providers:

Action by	*Action:*
Consumer	**1. Initiates** complaint either verbally or in writing to: **a.** Primary care provider or other staff within the agency **Or** **b.** The identified complaint contact within the agency **Or** **c.** Ombuds services ***⇒ IF complaint is initiated with NSRSN or County staff:*** **NSRSN and Counties** typically **triage** to the provider and/or ombuds services, **Or** **May,** on occasion follow up on complaints
Provider	**2. Offers** Ombuds services to the consumer for assistance, unless the complaint was initiated through Ombuds. **3. Assures** staff with the authority to require corrective action **participates** in the process **and offer** a face-to-face meeting with consumer to discuss the complaint. **4. Documents** all complaints, including the date of receipt, actions taken, resolution, and date of resolution. **5. Resolves** complaint to consumer satisfaction within 20 days of receipt of complaint,

OR

Mails consumer a written response within 20 days of receipt of the complaint, in the event the consumer is ***not*** satisfied with the resolution. The response will include:

a. The reason for the decision
b. Clarification that the complaint will be reviewed by the highest provider level administrator

6. **Arranges** for staff with the authority to assure implementation of agreements to **provide** follow-up.

⇒ ***If consumer is satisfied with the resolution of the complaint, process stops here:***

OR

⇒ If consumer is not satisfied with the resolution of the complaint:

Provider Network (Highest Level of Administration)

OR

Provider (Highest Level of *Administration) if provider with a network*

.

7. Reviews the complaint

8. Offers Ombuds services to the consumer for assistance

9.Assures ***staff with the authority to require corrective action*** *participates* ***in the process*** *not associated*

10. Provides the consumer, with a copy to the NSRSN, a written response within 10 days (*unless a 10-day extension is agreed to in writing by the consumer and provider network*). The response will include:

a. The reason for the decision,
b. The right to pursue an appeal or grievance with the NSRSN

11. Provides follow up to assure implementation of agreements.

⇒ If consumer is satisfied with the resolution of the complaint, the process stops here.

Or

⇒ If consumer is dissatisfied with the results of the complaint process, they may skip to step 12.

B. For complaints that involve services provided directly by a provider network:

⇒If complaint is about services provided directly by a provider network,

Provider Network (Highest Level of Administration)

1. Offers Ombuds assistance

2. Offers a face-to-face meeting with consumer to discuss the complaint.

3. Provides a written response, with a copy to the NSRSN within 30 days of receipt of complaint. Written response will include:

a. Reason for decision
b. Right to pursue a grievance or appeal with the NSRSN

4. Provides follow up to assure implementation of agreements.

⇒ If consumer is satisfied with the resolution of the complaint, the process stops here.

Or

⇒ If consumer is dissatisfied with the results of the complaint process, they <u>may</u> skip to step 12.

C. For complaints that involve services provided directly by the NSRSN:

⇒ If complaint is about services provided directly by the NSRSN,

NSRSN

1. Follows steps B1 through B4 above.

⇒ If consumer is satisfied with the resolution of the complaint, the process stops here.

Or

⇒ If consumer is dissatisfied with the results of the complaint process, they <u>may</u>

Consumer

12. Initiate a grievance or appeal **<u>(see PRO 102B)</u>** with the NSRSN, or request a fair hearing. **<u>(see PRO 102C)</u>**

Effective Date: North Sound Regional Support Network

PROCEDURE

Cancels: New

See Also: POL-102, PRO-102A, PRO-102C

Approved by: Board of Directors

PRO-102B INITIATING AND RESPONDING TO GRIEVANCES AND APPEALS

Action by	*Action:*
Consumer	**1. Initiates** a grievance or appeal in writing with: **a.** Ombuds service **Or** **b.** Directly with the NSRSN
NSRSN	**2. Offers** assistance from Ombuds services to: **a.** Clarify whether or not the issue is a grievance or appeal, **b.** Assist in putting request in writing, and **c.** Facilitate the process with the consumer. **3. Acknowledges** *(may be by telephone)* receipt of the grievance or appeal the following business day. **4. Mails** written acknowledgement within 5 business days of receipt. ***⇒ If grievance or appeal involves request for disenrollment,*** **Provides** written notification on the day of receipt to the MHD. **5. Provides** for a Board appointed grievance committee (*comprised of NSRSN staff not involved in previous levels of decision-making*) to **hear** grievances and appeals . **6**. **Establishes** a grievance meeting **7. Includes** a formal process for dispute resolution
Consumer	**8.** May **invite** representative(s) of their choice to the grievance meeting.

Consumer, Provider, Provider Network Other Involved Parties .	**9. Provides** all documentation 5 days in advance to allow for review prior to the grievance meeting **and**
	10. May **present** their information and provide supporting documentation
NSRSN	**11. Mails** written response within 30 days of receipt of the written grievance or appeal *(unless an extension, not to exceed 90 days, is agreed to in writing by the consumer and NSRSN).* The written response will include: **a**. The reason for the decision **b.** The right to request a fair hearing **Or** **Mails** written response within 15 days of receipt of written grievance or appeal when it involves request for disenrollment, *(unless an extension, not to exceed 90 days, is agreed to in writing by the consumer and NSRSN).* The written response will include: **a**. The reason for the decision **b.** The right to request a fair hearing
Provider or Provider Network	**12. Issues** a report to the NSRSN within 30 days of decision.
	13. Assures staff with the authority to assure implementation of agreements or decisions provide follow up.
NSRSN	**14.** May **offer** the consumer a follow up interview with the grievance committee to discuss any concerns about retaliation
	⇒ If consumer is dissatisfied with the results of the grievance and appeals process, they <u>may</u>:
Consumer	**15. Request** a fair hearing with the Office of Administrative Hearings **<u>(see PRO 102C)</u>** **Or**
	If the grievance is related to a request for disenrollment, Submit a written request for disenrollment to the MHD Fair Hearing Coordinator *(For information about Disenrollment see North Sound Regional Support Network Disenrollment Policy 103).*

Effective Date:	*North Sound Regional Support Network* **PROCEDURE**
Cancels: New	

See Also: 102, 102A, 102B Approved by: Board of Directors

PRO-102C INITIATING AND RESPONDING TO REQUESTS FOR FAIR HEARING

Consumers are encouraged to pursue grievances and appeals through the NSRSN complaint and grievance policy prior to filing a fair hearing. A consumer may file an administrative hearing (fair hearing) with The Department of Social and Health Services (DSHS) without first accessing the NSRSN grievance policy. Consumers have the right to use the DSHS prehearing and administrative hearing processes described in chapter 388-02 Washington Administrative Code (WAC). Consumers have this right when:

(a) The consumer believes there has been a violation of DSHS rule,
(b) The NSRSN did not provide a written response within thirty days from the date a written request was received, or
(c) The NSRSN, DSHS, or a provider denies service. In cases of disenrollment the enrollee must first utilize the NSRSN complaint and grievance policy.

1. Consumers may be responsible for payment of costs of services in the event that an administrative fair hearing upholds the NSRSN's action.

2. The provider or provider network will be responsible to pay for benefits provided during an appeal if the administrative hearing upholds the appellant's grievance.

Action by	*Action:*
Consumer	**1. Requests** a fair hearing with the Office of Administrative Hearings *(1-800-583-8261 or 425-339-1921)*. Ombuds services are available for assistance. ***⇒ IF the Consumer has utilized the NSRSN Grievance Process,*** **NSRSN Notifies** MHD fair hearing contact person of the consumer's NSRSN grievance history.
NSRSN, Provider Network, And Provider	**2. Participates** in the Fair Hearing process, abides by those decisions, **and** **3**. Promptly **authorizes** provision of any disputed services when the hearing reverses a decision to deny, limit, or delay services that were not furnished during the appeal process.

Effective Date:	*North Sound Regional Support Network*
	POLICY
Cancels: New	
See Also: PRO-103A	**Approved by: Board of Directors**

POL-103 DISENROLLMENT FROM NSRSN PREPAID HEALTH PLAN

DSHS enrolls Medicaid recipients in the North Sound Regional Support Network (NSRSN) mental health prepaid health plan when they reside in the NSRSN contracted service area. Medicaid enrolled consumers may request or receive medically necessary services from the NSRSN mental health prepaid health plan through authorized service providers.

Medicaid enrollees who wish to transfer services to an RSN different from the one they live in may do so at any time without cause upon authorization of the receiving contractor. The receiving Contractor shall notify the Mental Health Division (MHD) within seven working days when an enrollee transfers from one service area to another.

Who may use this policy:

- Medicaid enrolled consumers who request, receive, or have received mental health services from the NSRSN mental health prepaid health plan may request disenrollment
- The definition of Medicaid enrolled consumers includes parents or legal guardians for children under the age of thirteen, and parents or legal guardians who are involved in the treatment plan for children 13 and older. Throughout the policy and procedure, the term "consumer" will be used to describe the above groups.
- Prior to requesting disenrollment, consumers must first utilize the Grievance Process (**PRO 004B**) included in the NSRSN Complaint, Grievance, Appeal, and Fair Hearing Policy (**POL-004**).

1. **The Mental Health Division must disenroll a Medicaid consumer from his/her mental health prepaid health plan (NSRSN) only when the consumer:**

   a. Loses eligibility for Title XIX Medicaid services

   or

   b. Is deceased.

2. **Medicaid enrolled consumers may request disenrollment from the NSRSN prepaid health plan. On a case-to-case basis, the mental health division will disenroll a consumer from the NSRSN mental health prepaid health plan when the consumer has "good cause" for disenrollment.**

   "Good cause" is defined as the inability of the mental health prepaid health plan (NSRSN) to provide medically necessary care that is reasonably available and accessible.

The Mental Health Division (MHD) may consider (but is not limited to considering) the following when determining whether the mental health prepaid health plan provides medically necessary care that is reasonably available and accessible:

a. The medically necessary services needed by the consumer,
b. Whether services are or should be available to other consumers in the mental health prepaid health plan,
c. Attempts the consumer has made to access services in his/her assigned mental health plan,
d. Efforts by the assigned mental health prepaid health plan to provide the medically necessary services needed by the consumer

3. **A consumer will not be disenrolled solely due to an adverse change in the consumer's health.**

4. **For consumers who request disenrollment, confidential ombuds services are available to assist consumers, toll free, at 1-888-336-6164. There will be no retaliation or punitive action of any kind against a consumer who requests disenrollment. Ombuds, provider, and NSRSN staff are available to assist if concerns about retaliation occur.**

5. **Current mental health services will continue during the request for disenrollment.**

6. **Consumers shall receive, upon request, written recipient information and/or documentation.**

The NSRSN, NSRSN providers, provider networks, or Ombuds shall not charge for the first 100 pages of copying, and may charge a maximum of ten cents per page thereafter. Additional administrative costs such as staff time in preparation of copies or supervision of the record review are prohibited.

REFERENCES AND ADDITIONAL REQUIREMENTS

Washington Administrative Code (WAC) 388-865-0250, 388-865-0255, 388-865-0335, and 388-865-0340, The Medicaid Waiver and renewal, and the RSN PHP Program Agreement between The State of Washington Department of Social and Health Services (DSHS) and the North Sound Regional Support Network (NSRSN) or their successors.

The North Sound Regional Support Network, providers, and provider networks shall comply with all requirements outlined in the North Sound Policy and in references cited above.

Effective Date: North Sound Regional Support Network
PROCEDURE

Cancels:

See Also: POL-103 Approved by: Board of Directors

PRO-103A DISENROLLMENT FROM NSRSN PREPAID HEALTH PLAN

*Prior to requesting disenrollment, consumers must first utilize the Grievance Process (**PRO 102B**) included in the NSRSN Complaint, Grievance, Appeal, and Fair Hearing Policy (**POL-102**).*

Action by	*Action:*
Consumer	**1. Submits** written request for disenrollment to the MHD Fair Hearing Coordinator (The written request must include): a. The consumer's name, address, phone number (or number where the consumer can receive messages b. The name of the consumer's current mental health prepaid health plan (NSRSN) c. A statement outlining the reasons why the consumer believes the NSRSN mental health prepaid health plan does not provide medically necessary care that is reasonably available and accessible.
MHD	**2. Notifies** consumer within 15 days of receipt of request whether or not request contains sufficient information. **3. Requests** additional information if insufficient information is provided by consumer.
Consumer	**4. Provides** requested information within 15 days. **a**. Failure to provide requested information will result in denial of the disenrollment request.
NSRSN	**5. Provides** written notification to the MHD on the first day they receive a disenrollment request. (The written notification will include): **a**. Reason for the disenrollment request **b**. Verification that the disenrollment request is not due to adverse changes in the Medicaid enrollee's health
NSRSN, Provider, and Provider Network (Highest Level of Provider Administration per contract)	**6**. **Sends** a copy of all disenrollment activities to the MHD.

MHD

7. Renders decision within 45 days of the request for disenrollment (or within time frames prescribed by the Center for Medicaid and Medicare Services (CMS), whichever is shorter).

8. Notifies the consumer ten days in advance of the effective date of the proposed disenrollment, including arrangements for continued mental health services, if a decision to disenroll is made.

9. Informs the consumer of their right to request a fair hearing, how to request a fair hearing and how the consumer may access ombuds services in his/her area, if the request for disenrollment is denied.