

MEMORANDUM

TO: NSRSN Advisory Board Members and
All Interested Parties

FROM: Rae A. Benjamin, NSRSN Office Manager

RE: Meeting Information

DATE: September 13, 1999

Please note the next meeting of the NSRSN Advisory Board will be held on:

**Tuesday, September 14, 1999
Skagit Valley College
Administrative Board Room
2405 East College Way
Mt. Vernon, WA
9:15 AM**

**PLEASE NOTE THE CHANGE IN TIME AND LOCATION. MAP OF CAMPUS AND
PARKING PASS ATTACHED.**

The Advisory Board Packet is attached for your review. I look forward to seeing you there.

**For Special Disability accommodation needs, please call Rae at (360) 416-7013, ext.
22 at least 48 hours in advance.**

**NORTH SOUND REGIONAL SUPPORT NETWORK
ADVISORY BOARD MEETING**

**Skagit Valley College
Administrative Board Room
2405 East College Way
Mt. Vernon, WA
September 14, 1999
9:15 a.m.**

AGENDA

1. Call to Order; Introductions - Chair
2. Revisions to the Agenda – Chair
3. Approval of August 1999 Minutes – Chair
4. Comments from the Public - Chair
5. Correspondence - Chair
6. Comments from the Chair
7. Old Business
 - a. Executive Director's Report – Merle Adrian, NSRSN Executive Director
 - b. Advisory Board 1999 Budget – Independent Consumer Satisfaction Study (Tabled)
 - c. Consumer Oriented RFP Update – Greg Long, Assistant Director/Planner
 - d. Oath of Confidentiality
 - e. Public Requests and Committees
 - f. Quality Assurance/Case Manager Workgroup
 - g. Ombuds/QRT
8. Comments from Consumers and Public
9. New Business – Marcia Gunning, Contracts Compliance/Fiscal Manager
 - a. Consent Agenda
10. Other Business
 - a. Consumer Poster Contest – Sharri Dempsey, Tribal Liaison/OCA Manager

11. Adjournment

ATTACHMENTS:

APN Monthly Payment Report (Blue Sheets)
NSRSN Financial Statement – August 1999
NSRSN Calendar

NOTE: The next Advisory Board meeting will be October 19 at 9:15 a.m. at the Skagit County Public Utility District No. 1, 1415 Freeway Drive, Mt. Vernon, WA.

**NORTH SOUND REGIONAL SUPPORT NETWORK
ADVISORY BOARD MEETING**

**ST. LUKE'S COMMUNITY HEALTH EDUCATION CENTER
3333 SQUALICUM PARKWAY, BELLINGHAM, WA 98225**

**AUGUST 17, 1999
10:00 A.M.**

MINUTES

Members Present

Jim King, Chair
Mary Good, Vice Chair
Chuck Albertson
Dave Ashton
Dan Bilson
Pat Littlewood
Josselyn Winslow

Members Excused

Amy Ayers
Lorelei Coy
John Patchamatla

Members Absent

Joan Bowers
Connie Buckley
Laura Crawford
Mae Covert
Kay Day
Joan Lubbe
Hy Rosenfeld
Eileen Rosman
Dean Stupke
Chris Walsh

NSRSN Board Members Present

Dave Gossett, Alternate Board Member, Snohomish County Council

NSRSN Staff Present

Merle D. Adrian, Rae Benjamin, Sharri Dempsey, Marcia Gunning, Robin Grupper, Greg Long, Sandy Lucero

Guests

Joan Dudley, Fred Fragner, Gregory Gerst, Jere LaFollette, Rodney Lund, Vicki McCarty, Jane Relin, Tom Richardson, Betsy Rogers, Lyle Stork, Peggy Thomas

1. Call to Order; Introductions

Vice Chair Mary Good called the meeting to order at 10:08 a.m. Introductions were made around the room.

Chair King stated that since a quorum had not been reached, members would discuss the issues presented but would not vote or take action on any issues.

2. Revisions to the Agenda

Dan Bilson requested follow up on the following items that should be included under “Old Business”: public request items and committees, Oath of Confidentiality and case management. He also stated he would like to hear about Ombuds/QRT, consumer satisfaction survey and the APN staffing plan.

3. Approval of July 1999 Minutes

Dan Bilson noted an omission on page 8 regarding clubhouses and stated that the club house model that had been used was a Compass Health model.

Cathey Heighton stated that her name had been incorrectly listed as Kathy Huston. It was later discovered that Kathy Huston was an NSRSN temporary employee that had taken the minutes at last month’s meeting.

Chair King stated that the minutes could not be voted on without a quorum.

4. Comments from the Public

- Tom Richardson asked if there was a policy addressing the number of absences members could accrue before being removed from the Advisory Board.

Chair King responded that after more than two unexcused absences a request would be forwarded to the County requesting that someone else participate.

- Rodney Lund stated that he wanted to make the Advisory Board aware of a ruling he learned of during a presentation by David Lord, Washington Protection and Advocacy System, at a managed care conference last May regarding pre-termination notices for consumers. He stated that a ruling made by DSHS administration seemed to uphold a previous ruling that consumers have the right to written notification—as well as the right to appeal—if services will be terminated or significantly reduced. He stated that he did not know if consumers had been made aware of this right or what the implications might be in hindsight and suggested there may have been a systemic violation of consumers’ rights.
- Tom Richardson stated that he had had a conversation with someone from the State a couple of weeks ago regarding the inconsistent use of the term “consumers.” The term is inconsistently used to describe adults receiving services, parents of children receiving services or family members of people receiving services. The State definition includes all

three categories. In that context, which consumers are being referred to as number eight on the agenda (Comments from Consumers)?

Chair King stated that at the last Advisory Board meeting it had been suggested that an opportunity be made available for consumers to make comments or raise questions after the "Old Business" had been discussed. This agenda item was added in response to that suggestion and that it was not intended to be restrictive.

5. Correspondence

- Chair King stated that he had received several letters from Whatcom Counseling employees and asked members to read them and be ready with their comments at the next meeting. The letters were written to express their interest in case managers having input into the case management study currently being conducted.

Merle Adrian read aloud a letter detailing the RSN's response to the Whatcom Counseling letters. The letter asked APN to provide its response.

Jane Relin stated that Whatcom Counseling was holding an all-staff meeting the following day to discuss caseload size and management. She stated that she believed a plan might come out of the meeting and that she would be happy to assist Jere LaFollette in preparing APN's response.

- Chair King stated that he met with Merle Adrian and Jere LaFollette earlier in the month regarding a new "Public Process Meeting." He stated that Mr. LaFollette was in the process of putting together a separate Board that could process complaints and clinical management concerns. This Board would meet before each NSRSN Quality Management Oversight Committee (QMOC) meeting, providing a direct link for people to bring their issues and concerns. People would still have access to the Advisory Board and Board of Directors.

Mr. LaFollette stated that APN staff as well as staff from APN agencies would participate on the Board. Its purpose was to allocate time to hear specific questions and issues related to clinical care and management in an attempt to respond more quickly.

- Chair King stated that everyone should now have a copy of MHD's review of the NSRSN and that they should all be receiving a copy of the RSN's response. He commended the RSN staff and APN management team in preparing the response, which included Advisory Board member input. He stated that the next audit would begin in September.

- Chair King stated he had received a notice regarding the Long-Term Care Task Force, an executive task force established by the Governor. The task force would be meeting on August 20 from 9:30 a.m. to 4:30 p.m. at the Masonic Center in Des Moines at 23660 Marine View Drive. If anyone had questions, they could call Shelly Westall at 360-902-0608.

6. Comments from the Chair

Chair King stated he had no other comments or correspondence to present.

7. Old Business

a. Executive Director's Report – Merle Adrian, NSRSN Executive Director

Mr. Adrian made the following comments:

- Ombuds Robin Grupper recently attended a NAMI conference in Spokane.
- MHD will be conducting an integrated review and audit of the NSRSN. Greg Long will discuss this in more detail later in the meeting.
- Marcia Gunning reported that MHD will not have its new contract ready for the RSNs by October 1, 1999. She stated that the final funding formula is still being negotiated and \$17 million will be divided among all the RSNs. She stated that she would be able to present the final funding formula in October.
- Three Advisory Board members have not signed an Oath of Confidentiality. The confidentiality agreement states that individual consumers will not be identified. Mr. Adrian will be meeting with Chair King to determine what course of action to take.

Dan Bilson stated that he had spoken with a retired judge who indicated that the Advisory Board is not subject to having to sign, but if rights are breached consumers can sue. He stated that he thought the confidentiality agreement may be illegal and requested that legal counsel review it.

Chair King stated that the issue regarding who needs to sign the confidentiality agreement centers around the question of do members volunteer or do they provide oversight.

Mr. Adrian stated he would have legal counsel's response at the next Advisory Board meeting.

- A draft case management report was presented at the last QMOC meeting. The committee has asked for further information.
- Ombuds/QRT recommendations were made to the Personnel Committee today. Any changes received from them would go through the public process.
- Consumer satisfaction surveys have been completed and will be distributed and put on the NSRSN website when finalized. Members of the Advisory Board and Board of Directors will automatically receive copies.

Dan Bilson mentioned using the Committee Discussion Form Chuck Benjamin recommended at the QMOC meeting, which would include brief comments relative to the problem as well as recommendations.

Mr. Adrian stated that the NSRSN would be implementing the use of this form for all committee work.

- Jere LaFollette stated that APN is in the process of developing a 2-year strategic plan, including key tasks for developing and refining services. He stated that comments and collaboration in accomplishing the tasks would be welcome.

b. Advisory Board 1999 Budget – Independent Consumer Satisfaction Study (Tabled)

Chair King stated that no decisions would be made without a quorum. He passed out a consumer self-evaluation that he received from Fran Collison of APN and asked Advisory Board members to provide him with their feedback.

c. Consumer-Oriented RFP Update – Greg Long, NSRSN Assistant Director/Planner

Mr. Long stated that the Request for Proposals (RFP) had been released June 30. Bidders conferences had been conducted and were well received in all five Counties in late July and early August. Technical assistance seminars would be held Friday, August 20 and Monday, August 23. These day-long workshops would help participants develop and manage their proposal, find partners and fiscal agents and try to lessen the anxieties associated with writing and

submitting a proposal. Consultants are also available by phone and e-mail for individual consultation. Proposals are due September 15. In early October, a committee will review the proposals and present their recommendations to the Board of Directors. It is expected that the Board of Directors will make final decisions at its November meeting.

d. MHD Audit – Greg Long, NSRSN Assistant Director/Planner

Greg Long stated that the NSRSN had received notice that it will be the first RSN to be audited by MHD this year. The audit will be fairly similar to the one conducted last October in that there will be case presentations, case reviews at provider agencies and an administrative review of the RSN. He stated that the RSN was being audited, not providers. He stated that the QMOC would be involved. He also asked for the involvement of Advisory Board members and consumers in this process, stating that Greg Gerst and Jim King had participated in the first planning meeting. He asked that interested persons contact Sharri Dempsey if they would like to participate.

e. Action Items: Board Motions Presentation – Marcia Gunning, NSRSN Contracts/Fiscal Manager

Marcia Gunning presented the following motions that would be going to the Board of Directors as action items:

- **Motion #99-046** to authorize Professional Services Contract NSRSN-UBH-PSMD-99 between NSRSN and United Behavioral Health for Medical Director Consultation Services. Maximum consideration shall not exceed \$42,120.

Dan Bilson asked if UBH was a subcontractor of APN. Ms. Gunning replied that it was not.

Mr. Adrian stated that this position had been budgeted and approved by the Board of Directors and that the NSRSN had spent a considerable amount of time and energy looking for someone who would accept the responsibility and liability associated with this position, commenting that some RSNs go as far as Arizona for this type of assistance.

Ms. Gunning reviewed the responsibilities of the position and stated that the contract provided the service flexibility of up to six hours per week over the course of one year.

Chair King asked if this contract was in addition to the vacant position at the NSRSN. Mr. Adrian stated that it was anticipated that this would fill the position.

Dan Bilson asked what would happen if the funds were expended before the allocated time was reached. Ms. Gunning stated that the NSRSN anticipated the services would be adequate. However, any recommendations would be brought to the Advisory Board and Board of Directors.

Betsy Rogers asked if, in fact, there was no Medical Director at the NSRSN. Mr. Adrian stated there was not. Ms. Rogers expressed her feelings regarding the high amount of this contract worked out as an annualized salary. Ms. Gunning stated that UBH is actually charging us a lower amount (\$135 per hour) than what was budgeted (\$140 per hour) and that a recent short-term contract with another service cost the NSRSN \$150 per hour.

- **Motion #99-047** to authorize Management Information System Funding Carve-out Redistribution recommendation as introduced to the Board of Directors July 22, 1999, be implemented through contract amendments with APN, SeaMar and VOA.

Ms. Gunning stated that funds in the amount of \$303,600 would be re-distributed to cover 78% of each provider's management information system costs. Other options included distributing equal dollars to each provider or distributing funds based on the number of concurrent users (the number of people that can be on the system at one time).

Jane Relin asked if these were costs for which the RSN used to be responsible. Ms. Gunning replied that the RSN's new contract with BDS was negotiated at a lower rate and the extra funds were being passed on to providers. Provider responsibility did not change.

- **Motion #99-048** to authorize 1999-2001 Biennium Contract between NSRSN and State of Washington – Department of Vocational Rehabilitation (DVR) for employment services to NSRSN consumers.

Ms. Gunning stated that \$258,600 for the biennium had been carved out of APN's contract for this purpose. Matching funds were required at the State level. Rodney Lund asked if there was an accounting of the distribution to determine if the NSRSN was meeting State requirements. Ms. Gunning stated that the NSRSN exceeds the requirements.

12. Comments from Consumers

- Tom Richardson stated that a Joint Legislative Audit and Review Committee (JLARC) was being established to broadly review the mental health system, including developing a formula for allocating money and reviewing the current design of the State's mental health delivery system. JLARC members are talking to people around the State to get input. They have not yet talked with consumers but are receptive to input. He suggested that interested members of the community contact Mr. Tom Sykes directly. He can be found in the Olympia legislature or on the web at <http://jlarc.leg.wa.gov>.
- Tom Richardson stated that Substitute Senate Bill 5011 was passed last year. The Department of Corrections identified the 250 most dangerous mentally ill offenders. This Bill provides for an intensive package of services before and after release for half of that population (125 people). Mr. Richardson is participating on the task force/work group that will implement the Bill. He requested input by e-mail (tom@memes.com) from interested persons regarding the types of communications, processes and services this task force should consider.
- Tom Richardson stated that NAMI of Whatcom County now has an e-mail address. It is namiwc@az.com.
- Bob LeBeau stated that APN is working with Snohomish County to more clearly define the processes for dealing with corrections and releases of mentally ill people. Nancy Jones, he and others will be meeting with representatives from the Special Offenders Center to design treatment approaches that will be effective inside as well as when people are released. He stated that interested persons were welcome to attend the meeting.
- Greg Gerst stated his displeasure with the manner in which he learned his Ombuds was no longer employed at the NSRSN. He stated he was not supplied with another Ombuds but was working directly with Sharri Dempsey and was not satisfied with that arrangement. He also stated he had received a mileage reimbursement check that was much lower than had been anticipated without any communication as to why all miles submitted had not been reimbursed.

Chair King asked Mr. Adrian if he would meet with Mr. Gerst after the meeting. Mr. Adrian replied that he and Sharri Dempsey would meet privately with Mr. Gerst to discuss these issues. Dan Bilson stated he believed these types of issues should be discussed openly and freely in a public forum.

Chair King thanked Mr. Gerst for coming forward with his complaint and requested Mr. Gerst return next month to discuss how the complaint was resolved.

Dan Bilson asked Robin Grupper if she had heard from other consumers regarding the change in Ombuds. She stated she was temporarily covering both caseloads and was contacting people to let them know of the change.

Mr. Bilson asked Cathey Heighton if an appeal had been forwarded. She stated that Mr. Adrian had received her appeal that day and had three days to respond.

13. New Business – Marcia Gunning, NSRSN Contracts Compliance/ Fiscal Manager

b. Consent Agenda

Ms. Gunning presented four administrative items that would be presented at the August 19 Board of Directors meeting on the consent agenda:

- Revised Laptop Computer Policy
- Travel Advance Policy – provides funds ahead of time for conferences and training
- Inventory and Asset Disposal Policy – enables the Advisory Board to donate NSRSN assets that are no longer useful
- Professional Services Contract for NSRSN staff planning and consultation – already budgeted in 1999 budget

c. Motions Not Yet Reviewed by the Advisory Board

Ms. Gunning stated that there were no new items to introduce.

14. Other Business

a. NSRSN Newsletter Naming Contest

Sharri Dempsey announced that the NSRSN quarterly newsletter had been named “Around the Sound.” Dave Ashton submitted the winning entry and was presented with a handmade Victorian lampshade.

Ms. Dempsey stated that a few articles had been received for the first newsletter and asked that others consider submitting something. All submissions are due to the NSRSN by September 1.

b. Ombuds/QRT Advisory Committee

Ms. Dempsey stated that she would like to put together an NSRSN Ombuds/QRT Advisory Committee that will provide oversight in an advisory capacity. She asked those who may be interested or know of someone who may be interested to contact her.

Chair King asked what "NSRSN" means and wanted to know if the system could be renamed so people know what the NSRSN does. Ms. Dempsey agreed that the name was confusing. She stated that the Management Team had discussed the issue and would like to coordinate the possibility of a name change with the office move in the Fall.

15. Adjournment

As there was no other business, Chair King adjourned the meeting at 12:02 p.m.

Respectfully submitted,

Merle D. Adrian
NSRSN Executive Director

MEMORANDUM

DATE: September 8, 1999

TO: NSRSN Advisory Board

FROM: Marcia Gunning
Contracts Compliance/Fiscal Manager

RE: September Board of Directors Executive Committee Meeting and
October 1999 NSRSN Board Agenda

Attached please find for your review and comment the following that will be discussed with the Board of Directors Executive Committee Meeting in September, 1999 and brought forth at the October 21, 1999 NSRSN Board Meeting:

CONSENT AGENDA – OCTOBER 1999

1. To review and approve NSRSN claims paid from August 1 to September 30, 1999. Total dollar amount of warrants paid in August: *\$(not available at this time)*. Total August payroll of *\$(not available at this time)*, and associated benefits. Total dollar amount of warrants paid in September: *\$(not available at this time)*. Total September payroll of *\$(not available at this time)*, and associated benefits.
2. To authorize the NSRSN Executive Director to enter into a Professional Services Contract with the Washington Firm to conduct an analysis/study of NSRSN Staff and salary structure and to recommend to NSRSN Board the Year 2000 NSRSN structure and salaries. Maximum consideration shall not exceed \$

ACTION ITEMS – OCTOBER 1999

See Introduction Items – September 1999 (pages 2 and 3)

INTRODUCTION ITEMS – SEPTEMBER 1999

1. To authorize the NSRSN Executive Director to enter into contract amendment (4) with the Mental Health Division for Integrated Inpatient and Outpatient Mental Health Services. Maximum State Consolidated funding during this three month interim \$3,981,249 (\$1,327,083 per month). Maximum Federal Block Grant funding during this three month interim \$128,317.

As the 1999-2001 Biennium contract between the RSNs and the MHD is still being negotiated, Amendment (4) would extend our current 1997-99 Biennium contract from October 1, 1999 through December 31, 1999. State Consolidated and Federal Block Grant Funds have been extended for an additional three (3) months, at their current rates. Please note that MHD is planning on making retroactive funding adjustments (back to July 1, 1999) when the 1999-2000 Biennium contracts are executed (anticipated to be 1/1/2000).

3. To authorize the NSRSN Executive Director to enter into contract amendment (4) with the Mental Health Division for Gatekeeper Model of Case-Finding of At-Risk-Older Adults SAMSHA Grant No 1 KD1 SM52594-01 effective July 1, 1999 through June 30, 2000. Maximum consideration for this twelve month period shall not exceed \$13,266. Maximum consideration for the duration of the contract shall not exceed \$25,836.

The NSRSN Board authorized contract amendment (3) which extended this contract through September 30, 1999, but did not provide any additional funding. Amendment (4) is Phase II of this project, extends this contract through June 2000 and provides additional funding to continue to perform the functions required of this contract.

4. To authorize the NSRSN Executive Director to enter into contract amendment NSRSN-APN-99-10-01 (2) with Associated Provider Network for Gatekeeper Model of Case-Finding of At-Risk-Older Adults services effective July 1, 1999 through June 30, 2000. Maximum consideration for this twelve month period shall not exceed \$13,266.

NSRSN has historically subcontracted the Gatekeeper Model of Case-Finding of At-Risk-Older adults duties to APN members Whatcom Counseling & Psychiatric Clinic (WCPC) and Community Mental Health (CMH). This Amendment would continue to subcontract with WCPC and CMH, as well as pass through 100% of the new MHD funding to APN in order to perform the contracted services.

5. To authorize the NSRSN Executive director to enter into contract amendment NSRSN-APN-99-10-01 (3) with Associated Provider Network that would extend

the current Children's Hospital Alternative Program (CHAP) Services Statement of Work in APN's contract with the NSRSN through 12/31/99. Maximum consideration for this three month extension would not exceed \$172,731.

NSRSN and County Staff are currently developing in collaboration with DCFS the CHAP services to be purchased within the 1999-2001 Biennium. It is anticipated that the CHAP services statement of work and expectations will be implemented January 1, 2000. This Amendment enables the NSRSN to continue to purchase CHAP services until the 1999-2000 Biennium contract(s) can be finalized.

6. To authorize NSRSN Executive Director to enter into a Professional Services Contract with Deloitte & Touche for Information Services Consultation Services effective April 26, 1999 through July 1, 1999. Maximum consideration for the duration of this agreement shall not exceed \$13,000.

The NSRSN entered into a previous professional services contract with Deloitte & Touche for Information Services analysis and recommendations. As a result of their study and recommendations, the NSRSN utilized Deloitte & Touche for consultation services during the development of the NSRSN/BDS contract.

In addition, attached please find the monthly mental health services and funding report presented to the Board at their July 1999 meeting.

I look forward to discussing these items in detail with all of you at the September 14, 1999 Advisory Board Meeting. 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
Merle Adrian
County Coordinators
NSRSN Management Team

**CONTRACT NO. 9869-13763
AMENDMENT NO. 4**

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

CONTRACT AMENDMENT

The above-referenced Contract between the State of Washington Department of Social and Health Services (DSHS) Mental Health Division and North Sound Regional Support Network is hereby amended as follows:

Effective October 1, 1999 through December 31, 1999 the period of performance is extended.

SECTION 16. CONSIDERATION AND PAYMENT - CONSOLIDATED FUNDING, FEDERAL BLOCK GRANT FUNDING, AND MEDICAID PAYMENTS:

CONSOLIDATED SERVICES:

The Department shall pay to the Regional Support Network (RSN) the set rate of **\$1,327,083** per month in state funds during this three-month interim. The set monthly rate for consolidated services shall be reduced or increased by the Department in an amount equal to the net computable state share of any payment and/or recoupment of payments for Medicaid services made for that month pursuant to the Contractor section of this contract. Total payment for consolidated services shall not exceed a maximum of **\$3,981,249** for the three-month extension period of October 1, 1999 through December 31, 1999.

FEDERAL BLOCK GRANT FUNDS:

The funding is increased by **\$128,317** for the three-month extension period of October 1, 1999 through December 31, 1999. The contractor may bill for cost allowable and allocable.

MEDICAID PAYMENT:

**Maximum
Consideration Rate**

Enrolled Recipient Category

October 1, 1999 through December 31, 1999

Age less than 21 years:

Categorically Needy	\$15.88
Disabled	\$54.89
Medically Needy	\$11.44
Expansion children	\$12.10

Age 21 years or Older:

Categorically Needy	\$15.00
Disabled	\$122.69
Medically Needy	\$11.81

**Maximum
Consideration Rate**

Enrolled Recipient Category(INPATIENT) October 1, 1999 through December 31, 1999

Age less than 21 years:

Non-Disabled	\$2.69
Disabled	\$24.59

Age 21 years or Older:

Non-Disabled	\$2.31
Disabled	\$13.35

**CONTRACT NO. 9869-13763
AMENDMENT NO. 4**

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

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

DEPARTMENT OF SOCIAL AND
HEALTH SERVICES

Title Date

Contracts Consultant Date

**CONTRACT NO. 9769-13307
AMENDMENT NO. 4**

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

CONTRACT AMENDMENT

The above-referenced Contract between the State of Washington Department of Social and Health Services (DSHS) Mental Health Division and North Sound Regional Support Network is hereby amended as follows:

**("GATEKEEPER MODEL OF CASE-FINDING OF AT-RISK-OLDER ADULTS")
SAMSHA GRANT NO. 1 KD1 SM62694-01 effective July 1, 1999 through June 30, 2000 the period of performance has been extended and the statement of work is revised: Refer to Exhibit A-2 for details;**

MAXIMUM CONSIDERATION SHALL NOT EXCEED \$ 25,836.00

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

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

DEPARTMENT OF SOCIAL AND
HEALTH SERVICES

Title

Date

Contracts Consultant

Date

**"GATEKEEPER MODEL OF CASE-FINDING OF AT-RISK OLDER ADULTS"
Phase 11 Project 7/11/99 through June 30, 2000**

The contractor is awarded [\$13,266] from the Community Action Grant for Services Systems Change (Action Grant) entitled, "Gatekeeper Model of Case-Finding of At-Risk Older Adults" (Grant #1 KD1 SM52694-01). The purpose of this award is to enable RSN's to:

- 1 . Increase the number of at-risk older adults identified as needing mental health and other community services.
2. Enhance coordination and integration among mental health, aging and other community social and health agencies to improve availability of services to older persons with mental illness.
3. Implement the Gatekeeper model of case-finding throughout the RSN's.

In order to accomplish this purpose funds shall be used for maintaining the .35 FTE (10 hours per week) to perform the following duties:

- 1 . Maintain mental health and aging coalition activities including the following; schedule periodic coalition meetings, continue efforts to identify and recruit new members, identify and recruit older persons, consumers, family members and persons of color, keep coalition informed of project progress.
2. Revise or adopt initial implementation plan including, development of a formal Memorandum of Understanding between the key stakeholder regarding the implementation plan and roles and responsibilities, work with the coalition to identify community Gatekeepers, establish Gatekeeper recruitment procedures, develop Gatekeeper training manuals, brochures and other resources, establish Gatekeeper training procedures, determine geographical target areas for initial recruitment and training, establish referral mechanism plan (who, where, how), establish referral response system and service response systems, and recruit and train community Gatekeepers.
3. Establish Data Collection Forms & Procedures including, integrate specified data elements into local service system for data entry and tracking, determine who will be responsible for data collection, quality, compilation, and data reporting to project staff, and complete required data reports and submit to project staff.

**CONTRACT NO. 9769-13307
AMENDMENT NO. 4**

4. Engage in Community education activities, including, work with coalition to develop educational presentations about model implementation, work with coalition to establish a public relations strategy/plan (public service announcements, cable access television, newspaper articles, web pages, etc.), and community presentations about model implementation.

5. Attend 3 Statewide Coordinator Meetings and present progress made toward model implementation including, further adaptations, referral mechanism and response system, success and barriers to implementation, present data on number of training sessions completed and with whom, number of referrals received, characteristics of persons referred, discuss progress made with coalition building and maintenance, successes and challenges, including efforts to recruit older adults, consumers, and persons of color, discuss issues related to the development and production of training materials and resources, public relations activities, and fund raising activities, and complete Technical Assistance Evaluation.

6. Provide final reports no later than 15 days after completion of the project.

"Gatekeeper Model of Case-Finding of At-Risk Older Adults"
Phase 11 Project 7/1/99 through June 30, 2000 Budget

Salary	\$10,500
Fringe Benefits	\$2,100
Air & Ground Transportation	\$666
Subsistence for Training Meetings	
Total	\$13,266

Maximum consideration shall not exceed \$ 13,266.

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-APN-99-10-01
Amendment (2)**

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

1. APN's Duties and Responsibilities shall be modified to include Exhibit J – Gatekeeper Model of Case-finding of At-Risk-Older Adults.
2. Maximum consideration of this Amendment shall not exceed \$13,266.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-APN-99-10-01 THROUGH AMENDMENT FOUR 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

Merle Adrian, Executive Director Date

Authorized Signature Date

(Name of Authorized Signature Above – print or type)

EXHIBIT J

NORTH SOUND REGIONAL SUPPORT NETWORK AND ASSOCIATED PROVIDER NETWORK CONTRACT #NSRSN-APN-99-10-01, AMENDMENT (2)

GATEKEEPER MODEL OF CASE-FINDING OF AT-RISK-OLDER ADULTS – PHASE II

A. PERIOD OF PERFORMANCE

Period of performance shall be July 1, 1999 through June 30, 2000. This amendment may be terminated by either party, upon thirty (30) days written notice to the other party. If both parties agree, termination may be accomplished on shorter notice. Notice shall be effective when deposited in the mail, first class, postage prepaid. The postmark shall be proof of the date of mailing.

Notices shall be given to:

Executive Director
North Sound Regional Support Network
419 south First Street, Suite 200
Mount Vernon, WA 98273

Chief Executive Officer
Associated Provider Network
413 Gates Street
Mount Vernon, WA 98273

B. PURPOSE

The purpose of this Amendment is to enable the NSRSN and APN to:

1. Increase the number of at-risk-older adults identified as needing mental health and other community services.
2. Enhance coordination and integration among mental health, aging and other community social and health agencies to improve availability of services to older persons with mental illness.
3. Implement the gatekeeper model of case-finding throughout the NSRSN Service Area.

C. Services To Be Provided

APN shall provide .35 FTE (10 hours per week) to perform the following duties:

1. Maintain mental health and aging coalition activities. These activities shall include:
 - Scheduling periodic coalition meetings;
 - Continued efforts to identify and recruit new members;
 - Identify and recruit older persons, consumers, family members and persons of color;

- Keeping coalition informed of project progress.
2. Revise or adopt initial implementation plan including development of a formal Memorandum of Understanding between the key stakeholders regarding:
 - The implementation plan and roles and responsibilities;
 - Work with the coalition to identify community gatekeepers;
 - Establish Gatekeeper training manuals, brochures and other resources;
 - Establish Gatekeeper training procedures;
 - Determine geographical target areas for initial recruitment and training;
 - Establish referral mechanism plan (who, where, how);
 - Establish referral response system and service response systems;
 - Recruit and train community.
 3. Establish Data collection forms and procedures, including:
 - Specified data elements integrated into local service system for data entry and tracking;
 - Determining who will be responsible for data collection, quality, compilation and data reporting to project staff, completing required data reports and submitting to project staff.
 4. Engage in Community Education activities, including:
 - Working with coalition to develop educational presentations about model implementation;
 - Work with coalition to establish a public relations strategy/plan (public service announcements, cable access television, newspaper articles, web pages, etc.), and community presentations about model implementation.
 5. Attend three (3) Statewide Coordinator Meetings and present progress made toward model implementation including:
 - Further adaptations, referral mechanism and response system;
 - Success and barriers to implementation
 - Present data on number of training sessions completed and with whom, number of referrals received, characteristics of persons referred,;
 - Discuss progress made with coalition building and maintenance
 - Discuss successes and challenges, including efforts to recruit older adults, consumers and persons of color
 - Discuss issues related to the development and production of training materials and resources, public relations activities and fund raising activities;
 - Complete the Technical Assistance Evaluation.
 6. Provide final reports to the NSRSN no later than 10 days after completion of the project.

D. COMPENSATION

APN members Community Mental Health and Whatcom Counseling & Psychiatric Clinic shall be reimbursed for the performance of services set forth in this Amendment as follows:

MEMBER AGENCY	Total Award	Funding Source
Community Mental Health Services Itemized as follows:	6,633	DSHS Non-PhP
Salary	\$ 5,250	
Benefits	1,050	
Transportation	333	
Whatcom Counseling & Psychiatric Clinic Itemized as follows:	6,633	DSHS Non-PhP
Salary	\$ 5,250	
Benefits	1,050	
Transportation	333	

MAXIMUM CONSIDERATION: \$13,266

E. BILLING PROCEDURES

Gatekeeper Model at-risk-older adult services shall be reimbursed to APN through monthly allocation dependent upon the demonstration of meeting the following requirements:

1. APN submits invoice for services performed to NSRSN Fiscal Department.
2. Provision of services has been performed in accordance with the requirements of this Agreement.

F. Terms and Conditions of Performance

All terms and conditions of performance outlined in Contract No. NSRSN-APN-99-10-01, including amendment (2) are incorporated by reference as though fully set forth herein.

FOR APN

FOR NSRSN

Executive Director Date

Executive Director Date

APPROVED AS TO FORM ONLY

Eugene Knapp, Attorney At Law Date

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-APN-99-10-01
Amendment (3)**

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

1. The effective dates of Exhibit I – Children’s Hospital Alternative Program Statement of Work shall be shall be extended through December 31, 1999.
2. Exhibit G shall be replaced by attached Amended Exhibit G (3)
3. Maximum consideration of this Amendment shall not exceed \$172,731.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-APN-99-10-01 THROUGH AMENDMENT FOUR 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

Merle Adrian, Executive Director Date

Authorized Signature Date

(Name of Authorized Signature Above – print or type)

EXHIBIT G (3)

NORTH SOUND REGIONAL SUPPORT NETWORK

APN ESTIMATED CONTRACT FUNDING

The available amounts to APN from primary funding sources during the term of this Agreement shall be as follows:

1. PHP Funding

The RSN/PHP Title XIX funding from the State of Washington which the NSRSN is entitled to receive based on Medicaid recipients. Said amount shall vary monthly based on Medicaid rates, Service Area Population by type of Eligible Recipient, and the State of Washington's capitated consolidated calculation. Funding is based on the estimated PHP Title XIX Upper Payment Limit Payment 7/1/99 through 6/30/2001, less estimated State Consolidated Funds not required for Federal Title XIX Match, which amounts to approximately \$64,892,616 less NSRSN Board approved carve-outs.

2. State Consolidated Funds not required for Federal Title XIX Match

The Contractor shall provide medically necessary community mental health program services for the chronically mentally ill, severely emotionally disturbed and seriously disturbed adults, youth/children who are at risk for hospitalization, jail, losing their homes or access to basic human needs and not eligible for Medicaid.

3. Federal Block Grant Funding

The Contractor shall provide medically necessary community mental health program services for the chronically mentally ill, severely emotionally disturbed and seriously disturbed adults, youth/children who are at risk for hospitalization, jail, losing their homes or access to basic human needs and not eligible for Medicaid. Maximum consideration shall not exceed \$640,274.

4. Inpatient Savings

Per Board Motion #98-066, the NSRSN shall distribute 85% the current NSRSN Inpatient Savings Fund Balance and any ongoing Inpatient Savings funds received from the Mental Health Division to Contractor. This funding shall be paid to the Contractor in the following manner:

- 85% of the funds accumulated to date for payment to Contractor shall be paid out in 24 equal monthly payments,
- 85% of monthly State Inpatient Savings payments received by NSRSN shall be paid out each month to contractor,
- 85% of any monthly State reconciliation's (additions or deductions) received by NSRSN for Inpatient Services will be added or deducted from Contractor's monthly payment.

5. NSRSN Carveout – CHAP Services

NSRSN shall purchase Children's Hospital Alternative Program Services for 43 children per month as described required in Exhibit I of this Agreement for a six (6) month period of time at \$1,339.00 per month per child. Total payment to Contractor shall not exceed \$345,462.

6. NSRSN Reserves

NSRSN shall distribute a portion NSRSN Unreserved Undesignated Reserves and Undesignated Interest earned on NSRSN Reserves to Contractor in the following manner:

- 85% of the interest accrued on accumulated Inpatient Savings funds (at 6/30/99) and Unreserved Undesignated Fund Balance (at 6/30/99) shall be paid out to Contractor in 24 equal monthly payments,
- 100% of Unreserved Undesignated fund balance at 12/31/98 less 1999 Adopted Budget Allocation (\$306,573 - \$34,260) shall be paid out to Contractor in 24 equal monthly payments.

7. SAMSHA Grant No 1 KD1 Funds

The Contractor shall provide Gatekeeper Model of Case Finding of At risk Older Adults services as described in Exhibit J of this Contract, Amendment (2) for a twelve month period, July 1, 1999 through June 30, 2000. Total payment to contractor shall not exceed \$13,266 (100% of the Grant funds available to the NSRSN for the 12 month time period.

The estimate is not a guaranty. The available amount from funding sources is subject to change at the discretion of the State of Washington. Funding is subject to increase, decrease or termination, and may be deducted, withheld or recouped by NSRSN at any time. NSRSN reserves the right to adjust carve-outs upon a good faith determination of necessity by the NSRSN Board of Directors.

The following Table represents NSRSN Estimated Funding, Carve-outs, and APN Annual Payment:

**APN ESTIMATED FUNDING TABLE
7/1/1999 – 6/30/2001**

DESCRIPTION	1999-2001 ANNUALIZED ESTIMATED \$	TOTAL ESTIMATE BIENNIAL \$
<u>NSRSN PHP Outpatient:</u>		
1. Estimated PHP/Title 19 Payment	31,366,308	62,732,616
2. Estimated State Consolidated Funding not required for Federal Match	1,080,000	2,160,000
Less: E & T	0	0
Inpatient Certification	0	0
Total Estimated PHP Outpatient Funding	32,446,308	64,892,616
<u>Additional Funding:</u>		
1. E & T	0	0
2. Inpatient Certification	0	0
3. Federal Block Grant	513,270	1,026,540
4. CHAP Reserves – Island County	0	0
5. CHAP Reserves – Snohomish	0	0
6. Designated Reserves:		
. Inpatient Savings – 85% estimated Fund Balance at 6/30/99	526,073	1,052,147
. Inpatient Savings – 85% Monthly Estimated Payment	918,000	1,836,000
<i>* Note: estimated payments (based on APN invoicing) to APN at 6/30/99 = \$336,000</i>		
7. Unreserved Undesignated Reserves		
. Unreserved Undesignated Fund Balance – 100% of estimated NSRSN Undesignated Fund balance at 12/31/98 less 1999 Budget allocation.	136,156	272,313
. Interest Earned – 85% Estimated Accumulated Interest Earned from NSRSN Undesignated Fund Balance and Inpatient Savings at 6/30/99	27,444	54,888
. Unreserved Undesignated Fund Balance		
Total Estimated Additional Funding	2,120,943	4,241,888
Total Estimated NSRSN Funding	34,567,251	69,134,504
<u>Estimated NSRSN/PHP Carve-outs</u>		
1. NSRSN Operating Budget - 4.75%		
County Payments from NSRSN Operating Budget (annual):	1,541,200	3,082,400
Island \$13,064		
San Juan \$47,492		
Skagit \$18,064		

DESCRIPTION	1999-2001 ANNUALIZED ESTIMATED \$	TOTAL ESTIMATE BIENNIAL \$
Snohomish \$50,000 Whatcom \$ -0-		
2. MIS <ul style="list-style-type: none"> • BDS • SeaMar • VOA • APN 		
3. Snohomish Co. Crisis ITA	639,003	1,278,006
4. Snohomish Co. E & T Loan and Maintenance	71,175	142,350
5. VOA Triage/Care Crisis Response	518,976	1,037,952

DESCRIPTION	1999-2001 ANNUALIZED ESTIMATED \$	TOTAL ESTIMATE BIENNIAL \$
6. Snohomish Co. CMH, QA Utilization/Clinical Services	362,429	724,858
7. Western State Liaison	0	0
8. San Juan Co. CMH	2,508	5,016
9. Island Co. CMH	36,924	73,848
10. Skagit Co. CMH	41,521	83,042
11. Whatcom Co. CMH	93,642	187,284
12. Department of Vocational Rehabilitation (APN Allocation Request)	129,300	258,600
13. Sedro Woolley E & T Lease	81,880	163,760
14. CHAP Services (43 served mos x \$1,339)	690,924	1,381,848
15. Board Designated Mental Health Services Projects:	125,000	250,000
• Island \$ 12,085		
• San Juan \$ 2,517		
• Skagit \$ 39,855		
• Snohomish \$ 142,817		
• Whatcom \$ 52,726		
16. SEA MAR	471,240	942,480
Total NSRSN/PHP Carve-outs	5,050,722	10,101,444
Carve-out Payments to APN		
CHAP Services – July 1, 1999 – September 30, 1999	172,731	172,731
- October 1, 1999 – December 31, 1999	172,731	172,731
	345,462	345,462
MIS Carveout Allocation	130,734.50	261,469
Estimated Federal Block Grant Carve-outs		
1. SEA MAR – Whatcom, Skagit	26,984	53,968
2. Tulalip Tribes	81,840	163,680
3. Snohomish County – Community Team for Children	66,000	132,000
4. Whatcom County – Geriatric Peer Support	18,309	36,618
Total FBG Carve-outs	193,133	386,266
Estimated Annual APN Payment		
	29,799,593	59,253,725
Average Monthly APN Payment		
	2,526,485 (Estimate with CHAP)	

**PROFESSIONAL SERVICES AGREEMENT
NORTH SOUND REGIONAL SUPPORT NETWORK
AND
Deloitte & Touche LLP
CONTRACT # NSRSN-PSC-Del&Tou**

THIS AGREEMENT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN, 419 South 1st Street, Mount Vernon, Washington 98273 ("NSRSN"), and DELOITTE & TOUCHE LLP ("CONTRACTOR"), 700 Fifth Avenue, Suite 4500, Seattle, Washington 98104-5044.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. Terms and Conditions

- A. Term. This Agreement shall take effect April 26, 1999 and shall continue in full force and effect through July 1, 1999.
- B. Termination. This Agreement may be terminated in whole or in part by either party for any reason by giving fifteen (15) 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 and its subcontractors shall assume the risk of, be liable for, and pay all damages, costs and expenses of NSRSN and the member counties (including their officers, officials and employees) arising out of the performance of this Agreement, except to the extent caused by the negligence and/or willful misconduct of NSRSN. Contractor and its subcontractors shall hold harmless, defend and indemnify NSRSN and member counties against all claims, losses, suits, costs, counsel fees, damages, or judgments or decrees by reason of damage to any property or business and/or any death, injury or disability to any person arising, directly or indirectly, by contract or any act, error or omission of Contractor (including Contractor's employees, agents, subcontractors, participants and volunteers). Contractor and its subcontractors shall also indemnify NSRSN against injury to or claim brought by Contractor's or its subcontractor's employees.

The Contractor's obligation described above shall include, but not be limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission by the Contractor, the Contractor's employees, agents, subcontractor's participants and volunteers.

The Contractor further agrees to be responsible for all costs incurred by NSRSN and member counties to secure their rights under this hold harmless and indemnification clause. These costs include, but are not limited to, reasonable attorney's fees.

- G. Resolution of Disputes.

1. The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies which may arise under this Agreement and therefore establish this dispute resolution procedure.
2. 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:
 - a) The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.

- b) 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.
 - c) The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.
 - d) 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.
 - (2) The dispute shall be promptly resolved on the basis approved by any two of the three arbitrators.
 - (3) 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).
 - (4) 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.
 - (5) 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.
 - (6) Unless the parties agree in writing otherwise, each unresolved claim 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.
- 3. The provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.
 - 4. 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.

5. Any required advance expenses ordered by the arbitrator and connected with the arbitration proceedings will be paid equally by the parties subject to the later arbitrator's decision which may change the percentage of advance expenses to be paid by either party.
 6. If the underlying contract is for employment, any termination clause takes precedence over any other clause in the contract including the dispute resolution clause.
- 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 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.

II. Compensation

- A. Consideration: NSRSN shall pay to Contractor \$285.00 per hour for Information Systems Consultation Services as described in Exhibit A, attached. Maximum consideration shall not exceed \$13,000.

NSRSN shall reimburse Contractor for all direct travel expenses incurred by Contractor in performing this Agreement in accordance with the following limitations:

. Travel/Mileage reimbursement	=	\$.325 per mile
. Meal reimbursement	=	\$10.00 Lunch \$ 18.00 Dinner

- B. Payment Procedures: Cost reimbursement shall be made 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 actual hours worked daily, actual mileage and receipts of meals. Failure to submit an invoice by the tenth (10th) may delay payment for one (1) month.

No invoices will be accepted thirty (30) days after the service. Contractor shall submit a final billing for this Agreement no later than fifteen (30) days after the contract expiration date.

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
419 S. First Street, Suite 200
Mount Vernon, WA 98273-3806

III. Service Expectations

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

IV. 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 CONTRACTOR:

_____ Date
Merle Adrian, Executive Director

_____ Date
[Name of Authorized Signor]

Approved as to Form for NSRSN:

Basic Form approved by Eugene H. Knapp, Jr. 6/26/97
Attorney at Law Date

EXHIBIT A

NORTH SOUND REGIONAL SUPPORT INFORMATION SERVICES CONSULTATION SERVICES April 26, 1999 through July 1, 1999

PURPOSE:

To perform IS consultation services during the development of NSRSN IS contract and contract negotiations.

DUTIES:

During the term of this contract, "Contractor" shall:

1. Assist NSRSN in developing outsourcing contract.
2. Facilitate discussions between NSRSN and BDS.
3. Assist NSRSN in defining key contract elements, service level and performance standards.
4. Attend meetings with BDS and NSRSN regarding contract language and performance standards.
5. Conduct contract negotiations strategy sessions with NSRSN Executive Director and assist NSRSN in developing contract negotiation strategy.
6. Participate in conference calls between NSRSN and Behavioral Data Systems.
7. Review NSRSN/BDS draft contracts and provide comments.