

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

**North Sound Regional Support Network
Conference Room
117 North First St., Suite 8
Mt. Vernon, WA 98273
October 15, 2002
1:00 PM**

Agenda

1. Call to Order - Introductions, Chair – 5 minutes
2. Revisions to the Agenda, Chair – 5 minutes
3. Approval of September 2002 Minutes, Chair – 5 minutes
4. Comments from the Public
 - a. Presentation: Compass Overview Report, Beckie Bacon
5. Correspondence and Comments from the Chair – 5 minutes
6. Old Business
 - a. Executive Director's Report - Chuck Benjamin – 5 minutes
 - b. Finance Committee – Mary Good – 5 minutes
 - c. Strategic Plan Committee – Janet Lutz-Smith
 - d. Activities and Liaison Committee – Charles Albertson
 1. Site Visitations for 2002
 2. Consumer-Run Projects
7. Items To Be Brought Forward To The Board of Directors – Marcia Gunning, Contracts Compliance & Financial Services Manager
 - a. Consent Agenda
 - b. Action Items
 - c. Emergency Action Items
 - d. Motions Yet To Be Approved, Chuck Benjamin, Executive Director – 5 minutes
8. New Business - 10 minutes
9. Comments from County Advisory Board Representatives – 15 minutes

- a. Island
- b. San Juan
- c. Skagit
- d. Snohomish
- e. Whatcom

10. County Coordinator Report

11. Comments from Public – 5 minutes

12. Other Business

- a. Request for Agenda Items

13. Adjournment

NOTE: The next Advisory Board meeting will be November 12, 2002, at the NSRSN Conference Room, 117 N. First Street, Suite 8, Mount Vernon.

**North Sound Regional Support Network
MENTAL HEALTH ADVISORY BOARD**
September 17, 2002

- Present:** Chuck Albertson, Jack Bilsborough, Dan Bilson, Mary Good, Bob Hart, Dwight Hinton, Marie Jubie, Janet Lutz-Smith, Eileen Rosman, Dean Stupke, James Vest, Chris Walsh
- Excused:** Ian Brooks, Kay Day, Joan Lubbe, John Patchamatla
- Absent:**
- Staff:** Chuck Benjamin, Melinda Bouldin, Melissa DeCino, Sharri Dempsey, Marcia Gunning, Greg Long, Linda Vaughan, Michael White
- Guests:** Dean Wight, Jere LaFollette, Laurel Britt, Jill Dace

MINUTES

TOPIC	DISCUSSION	ACTION
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CALL TO ORDER, INTRODUCTIONS

Chair Rosman	Convened the meeting at 1:08. She announced that member John Patchamatla was excused due to his involvement in an automobile accident.	Informational
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REVISIONS TO THE AGENDA

Chair Rosman	None	Informational
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APPROVAL OF MINUTES

Chair Rosman	It was moved and seconded to accept the August minutes as presented.	The motion passed unanimously
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COMMENTS FROM THE PUBLIC

Linda Vaughan	Ms. Vaughan offered a presentation outlining the Raintree Sample Reports. The new “go live” date is 12/1/02. All providers will begin data entry. Sound Data is managing the transition. Ms. Vaughan offered samples of county specific and region-wide reports. She called for member input on data wants and needs. There were questions about confidentiality – exactly what is on the website? Only the data dictionary, which defines general fields with which to build reports, is on the website. NO client information is available publicly. Ms. Vaughan asked for help in recording incremental changes as recovery comes. The challenge will be measuring incremental changes. James Vest asked that Ms. Vaughan put together a sample for Snohomish County.	Informational Ms. Vaughan will put together samples for Snohomish County.
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CORRESPONDENCE AND COMMENTS FROM THE CHAIR

None

OLD BUSINESS

Greg Long

Executive Director's Report

Informational

In Mr. Benjamin's absence, Mr. Long offered the Executive Director's Report. He reported that:

- The NSRSN was well represented at the NAMI Conference in Vancouver.
- RE: Reserve reduction impact handout, the NSRSN was fortunate to have lost only \$486,000 – could have been \$3,000,000. Mr. Bilborough commented that to our credit programs were vigorously pursued, and the money was not being “banked” like some RSNs. Mr. Long clarified that some RSNs have set aside money for good reasons, and that money was taken away.
- Dan Bilson asked if the Board of Directors had put consumer-oriented projects in as a line item, would the money have gone back to the Governor? Marcia Gunning answered yes. Mr. Bilson asked if the Board had called for an RFP prior to December 31st, would it go? Ms. Gunning answered yes. Mr. Bilson stated that RFPs result in contracts, and it could have been in place on December 31st. He further stated that if the Board of Directors had been doing its job, this portion could have been saved. He feels the Board is not doing its job. Dean Wight clarified that the Legislature didn't take action until May 2002. It was retroactive – a no win situation. Ms. Gunning stated that should was available to answer further questions after the meeting.
- Mr. Long stated that the Telesage outcome project would be starting, wherein consumers are surveyed at the time of their first appointment. There are several questions about the survey tool. He called for volunteers from the Advisory Board to work on the project. The commitment would be short-term, approximately three to four meetings in three months.

James Vest and Marie Jubie volunteered.

- A meeting took place with Chuck Benjamin, Jere LaFollette, and Jess Jamieson about a potential labor disruption in Snohomish County. Planning is taking place for contingency so that essential mental health services remain available in the event there is a disruption in work. A Federal mediator will be assisting on September 19th. Ten days' notice must be given before a strike.
- The RSN should receive the final audit report from the MHD by the end of September or beginning of October.
- There will be a HIPAA Forum on September 24th, open to all. The intent of the forum is to share information and discuss privacy issues related to transmitting information via computer, etc.
- Recovery Conference is on December 4th.

Mary Good

Finance Committee Report

Ms. Good reported that the Committee approved the Advisory Board's expenditures for July, and recommends the full membership do the same.

It was moved, seconded, and approved to accept the Finance Committee Report, and expenditures.

She also reported that the 2003 budget is still uncertain. The group looked at two possible proposals.

Janet Lutz-Smith

Strategic Plan Committee

Informational

Ms. Lutz-Smith offered a brief summary of the pre-meeting planning session to brainstorm about the possible joint meeting between the county advisory boards and the regional advisory board.

A motion was made to have a live chat room set up for folks who are legally members of county boards.

The motion received no second and was tabled.

The motion was withdrawn.

A motion was made to start creating a paper trail to follow motions.

A motion was made to send out a prototype bulletin to County Advisory Boards to see if they would engage in this method of exchanging information.

The motion passed unanimously.

Ms. Lutz-Smith reported that the Strategic Planning Committee would meet before the next Advisory Board meeting.

Charles Albertson

Activities and Liaison Committee

Informational

Mr. Albertson reported that the NAMI Conference was wonderful.

CONSENT AGENDA

Marcia Gunning

Consent Agenda

Ms. Gunning distributed her revised memo dated September 17, 2002, containing:

1. To authorize the NSRSN Executive director to enter into Contract 0169-45577, Amendment 3 between the North Sound Regional Support Network and Division of Developmental Disabilities for Crisis Prevention, Intervention and Stabilization Services. Maximum consideration has been decreased by \$2,395. Maximum consideration is changed to \$817,126.32. All other terms and conditions remain unchanged.

2. To authorize the NSRSN Executive director to enter into Contract NSRSN-APN-DD Crisis-02, Amendment 2 between the North Sound Regional Support Network and the Associated Provider Network for DDD Crisis Prevention, Intervention and Stabilization Services. Maximum consideration of this Amendment has been reduced by \$2,395. Maximum consideration for the entire term of this agreement shall not exceed \$712,210.

The motion passed with two abstentions.

It was moved and seconded to approve the consent agenda and recommend Board of Director approval.

Marcia Gunning

Action Items

To adopt and incorporate the attached Quality Improvement Plan into the NSRSN 2002-2003 Quality Management Plan

The motion passed unanimously.

It was moved and seconded to approve the Action Item as presented and recommend Board of Director Approval.

Marcia Gunning **Emergency Action Items** Informational

None

Marcia Gunning **Motions Yet to be Approved** Informational

Ms. Gunning distributed the following items for review:

1. To introduce the NSRSN Housing Plan.
2. To introduce the NSRSN Homelessness Plan.
3. To introduce the NSRSN Anti-Retaliation Policy and Procedure.
4. To introduce Contract No. NSRSN-PCI-User-01 Amendment (2)
5. To rescind Board Motion 02-024 authorizing NSRSN-Raintree-ISSB-02 contract effective September 1, 2002 and introduce Contract No. NSRSN-Raintree-ISSB-02 Professional Services Agreement between the North Sound Regional Support Network and Raintree Systems, Inc.
6. To introduce the NSRSN's plans for the development and implementation of service delivery protocols for children and adults/older adults with multiple needs.

NEW BUSINESS

Dean Wight	<p>Mr. Wight offered a visual presentation outlining the 2002-03 budget for the APN.</p> <p>The presentation offered a funding overview, variance between the 01-02 Actuals and the 02-03 Budget, and detailed figures for Crisis Response/Residential, Residential/CHAP, and County and Agency Allocations.</p> <p>Ms. Lutz-Smith inquired as to how facilities go about becoming a part of the APN. Is it still open? Mr. Wight and Mr. LaFollette clarified that membership is open, and they take inquiries to their Board.</p> <p>Mr. Long thanked Mr. Wight for his presentation and felt it really helps illustrate where funding goes.</p>	Informational
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COMMENTS FROM COUNTY ADVISORY BOARD REPRESENTATIVES

Eileen Rosman, Island	None	Informational
Dean Stupke, San Juan	<p>Mr. Stupke reported that the Medicaid pharmaceutical issue was of great concern at their meeting. Consumers report that mail order is not working, and trips to mainland are inconvenient and expensive. This is a statewide issue.</p>	Informational
Mary Good, Skagit	<p>Ms. Good reported that after two months off, the group had met. County by-laws were discussed, as was the biannual membership plan. They are working on getting more consumers on board. Tom Sebastian had reported at their meeting that his agency would be moving to their newly renovated location at the end of September. The older adults program and medication services will be moving also. CCS autism skills day was a success. Karen Kipling reported that Raintree would change paper intake to electronic. Greg Long spoke of the Access Review, PCG study. Maile Acoba reported a decrease in millage.</p>	Informational

Marie Jubie,
Snohomish

Ms. Jubie reminded everyone to vote. Wendy Klamp and Terry McDonough attended their meeting and reported on the Access Review. Ms. Jubie had reported on the stakeholder meeting. They are trying to increase membership on their Board.

Informational

Chuck Albertson,
Whatcom

Mr. Albertson suggested putting all proposed budgets on the website. Mr. Bilson added that a survey was running at Lake Whatcom Center to see if consumer legal rights were being abridged. By December the data will go back to the State who is offering the survey.

Informational

St. Joseph Hospital intends to release a mentally ill homeless person who is proven to have deteriorated brain cells. The person has nowhere to go. The case has been referred to the APN system to get case manager on board and emergency housing. They are awaiting response.

Dwight Hinton thanked the RSN for providing scholarships to Christine Hart and David Detilio (sp?).

COUNTY COORDINATOR REPORT

Jill Dace

Topics discussed mirrored those discussed at today's meeting.

COMMENTS FROM THE PUBLIC

None

OTHER BUSINESS

None

ADJOURNMENT

3:21

FUTURE REQUESTED PRESENTATIONS

Strength Based Treatment, Best Practice, Case Management

The next meeting is scheduled for Tuesday, October 15, 2002 at 1:00 p.m. in the NSRSN Conference Room at 117 N. 1st St., Ste. 8, Mount Vernon, WA 98273

Respectfully submitted,
Melinda Bouldin
Office Manager

MEMORANDUM

Revised

DATE: October 3, 2002

TO: NSRSN Advisory Board

FROM: Marcia Gunning
Contracts Compliance & Financial Services Manager

RE: September 26, 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 October 26, 2002 NSRSN Board Meeting.

CONSENT AGENDA

3. To authorize the NSRSN Executive Director to enter into Contract No. NSRSN-PCI-User-01 Amendment (2)

This amendment will extend the dates of the current contract with PCI through January 31, 2003. Maximum consideration of this amendment shall be \$10,083.14 (\$5,041.67 per month). Maximum consideration of the Agreement shall not exceed \$95,791.47.

4. To rescind Board Motion 02-024 authorizing NSRSN-Raintree-ISSB-02 contract effective September 1, 2002 and authorize the NSRSN Executive Director to enter into Contract No. NSRSN-Raintree-ISSB-02 Professional Services Agreement between the North Sound Regional Support Network and Raintree Systems, Inc.

This motion will rescind the current Agreement between the NSRSN and Raintree with an effective date of September 1, 2002 and authorize the Executive Director to enter into a new Agreement with the effective date of November 1, 2002. Total maximum consideration of the new Agreement shall not exceed \$97,067.

ACTION ITEMS

1. To adopt the NSRSN Housing Plan.

The NSRSN Planning Committee brings forth for review and comment their recommended NSRSN Housing Plan. It is recommended by NSRSN Staff that this plan be adopted at the October 2002 Board of Directors Meeting

2. To adopt the NSRSN Homelessness Plan.

The NSRSN Planning Committee brings forth for review and comment their recommended NSRSN Homelessness Plan. It is recommended by NSRSN Staff that this plan be adopted at the October 2002 Board of Directors Meeting

3. To adopt the NSRSN Anti-Retaliation Policy and Procedure.

The Mental Health Division has recommended the NSRSN formally adopt an Anti-Retaliation Policy and Procedures. The NSRSN Quality Review Team and Ombuds have worked with NSRSN staff in developing the attached NSRSN Anti-Retaliation Policy/Procedures and recommend its approval.

EMERGENCY ACTION ITEMS

ITEMS NOT YET REVIEWED BY THE ADVISORY BOARD

1. To introduce the NSRSN Preliminary Proposed 2003 Operating Budget.

The NSRSN will present to the Board of Directors on October 26, 2002 the Preliminary Proposed 2003 Operating Budget. The NSRSN took a very conservative approach when developing the 2003 operating budget. Projected revenues are conservative due to the unknowns of the 2003-2005 Biennium Budget that will become effective 7/1/03. In addition, the rising costs of psychiatric inpatient care were calculated. Taking these factors into consideration the NSRSN 2003 Operating Budget (including \$128,632 earmarked for County Administration) represents only 4.75% of the estimated Net PHP Payment.

2. To introduce Contract # NSRSN-PSC-UBH-01Amendment (1) between the NSRSN and United Behavioral Health for Medical Director and Consultation Services effective November 1, 2001 through December 31, 2003. Maximum consideration of this amendment is \$28,000. Total maximum consideration shall not exceed \$58,000.

Please refer to the attached Draft Amendment which extends the current contract through December 31, 2003 . modifies the payment process and updates Exhibit A-1 Medical Director Consultation Services.

3. To introduce Contract # CONTRACT NO. NSRSN-Raintree-02, Amendment (1) between the NSRSN and Raintree Systems Inc. This amendment extends the sunset date to December 31, 2003 and purchases 2003 Concurrent User Licenses; Software Upgrades, Maintenance, and Technical Support; and ASP services. Maximum consideration of this Amendment is \$17,875. Total maximum consideration shall not exceed \$90,920.

Please refer to attached Amendment and Exhibit D-1.

4. To introduce contract # NSRSN-ISLAND-02, Amendment 1 between the NSRSN and Island County for Consumer Oriented Projects. This amendment is effective December 1 2002. Maximum consideration of this amendment is \$10,000. Total maximum consideration shall not exceed \$122,805.

5. To introduce contract # NSRSN-SAN JUAN-02, Amendment 1 between the NSRSN and San Juan County for Consumer Oriented Projects. This amendment is effective December 1 2002. Maximum consideration of this amendment is \$5,000. Total maximum consideration shall not exceed \$107,517.
6. To introduce contract # NSRSN-SKAGIT, Amendment 1 between the NSRSN and Skagit County for Consumer Oriented Projects and reduction in PHP Carveout as a result of bringing Quality Specialist currently housed at Skagit County Human Services to the NSRSN Office. Total maximum consideration of this amendment shall not exceed \$16,287. Total Maximum consideration of this contract shall not exceed \$175,312.
7. To introduce contract # NSRSN-SNOHOMISH-02, Amendment 2 between the NSRSN and Snohomish County for Consumer Oriented Projects. This amendment is effective December 1 2002. Maximum consideration of this amendment is \$95,060. Total maximum consideration shall not exceed \$2,717,607.
8. To introduce contract #NSRSN-Whatcom-02, Amendment 2 between the NSRSN and Whatcom County for Consumer Oriented Projects. This amendment is effective December 1 2002. Maximum consideration of this amendment is \$36,068. Total maximum consideration shall not exceed \$311,271.

*Per Board Action, the NSRSN 2002 Operating Budget represents 4.75 % of the net PHP Payment. During calendar year 2002, funding increases have resulted in revenues in this category greater than the adopted 2002 Operating Budget. It is estimated that by year-end this will equate to \$172,000. NSRSN staff recommends distributing these funds to each county for consumer oriented projects. The goal of these funds being "To assist NSRSN Consumers realize their Vision of Hope – Path to Recovery "**The process by which an individual with mental illness can recover self-esteem, self-worth, dreams, pride, choice, dignity and life meaning**"."*

9. To introduce a request to authorize an exception to NSRSN Financial Policy 22. Reimbursement for Travel NSRSN Staff 22.2 B. Meals. by approving an expenditure of \$144.30 for the Consumer Poster contest Awards Luncheon at Calico Cupboard.

Per NSRSN Financial Policy, the meal allowance for lunch is \$10.00 per person, including taxes and gratuity. On September 26, 2002 the NSRSN hosted the second annual Poster Contest Awards Luncheon for the three winners and their families. Ten individuals participated. The average price of each luncheon item was \$9.87. After adding beverages (soft drinks, iced tea, coffee), tax and gratuity the total bill exceeded NSRSN \$10 per person for lunch policy.

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

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-PCI-User-01
Amendment (2)**

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 January 31, 2003.
2. Maximum consideration of this amendment shall be \$10,083.34(\$5,041.67 per month).
3. Maximum consideration of this Agreement shall not exceed \$95,791.73

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-PCI-User-01 THROUGH AMENDMENT TWO (2) 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, Date
Executive Director

Craig Bellusci, Date
President

**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 RAIN TREE SYSTEMS, INC, 1120 Sycamore Avenue, Suite A, Vista CA 92083 ("CONTRACTOR").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. Terms and Conditions

- A. Term. This Agreement shall take effect November 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 \$97,067.

- 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 = November 2002, December 2002 & January 2003 and the invoice should be received by the 10th of November 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 next 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:

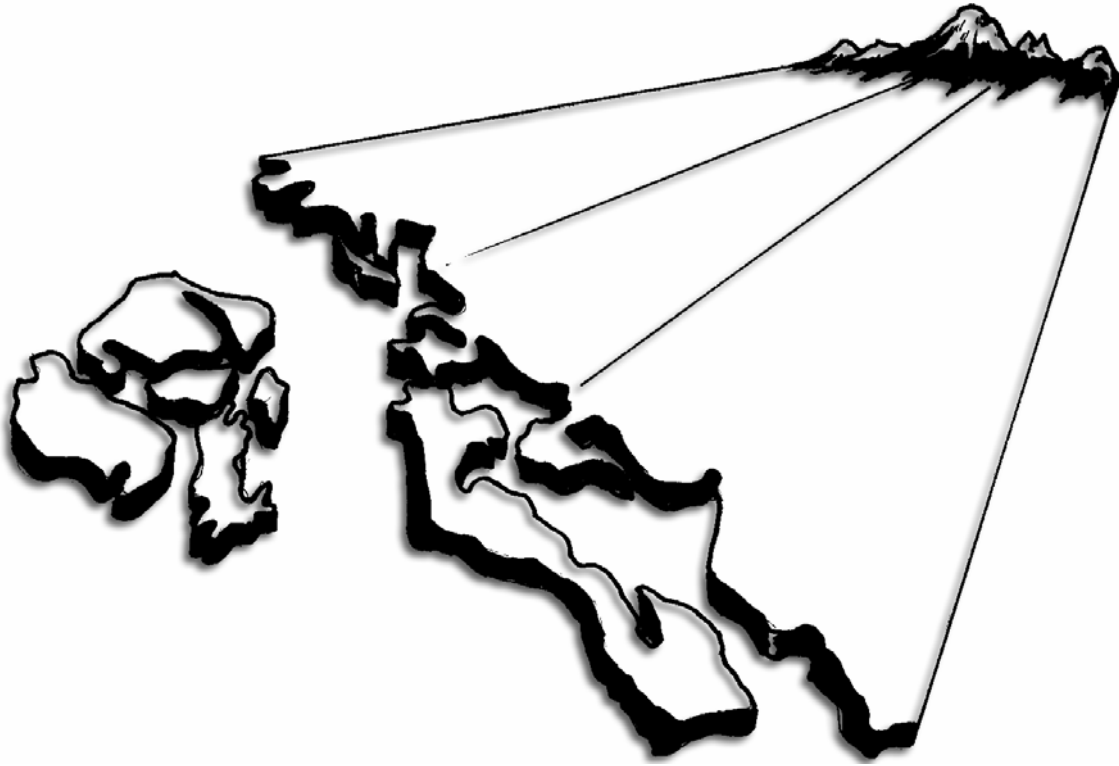
1. Enforce a standard timeline with provider(s) to send electronic transmissions to the NSRSN database.

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.

DRAFT



Homelessness Amongst People With Mental Illness In The North Sound Region

Draft

Homelessness amongst People with Mental Illness In the North Sound Region

Executive Summary

The mentally ill who are homeless are of major concern for they have some of the greatest need and have the least resources. It is estimated there are between 300 and 800 homeless people with mental illness in the North Sound Region on any given night. Concerns for the plight of mentally ill individuals who are homeless led to this becoming a priority in the NSRSN 2001-2003 Strategic Plan. An NSRSN workgroup met with providers, shelters, and the jails to better understand the issues of people with mental illness.

There is not currently an adequate funding source to support the aggressive support services that have proven to best serve people who are mentally ill and homeless. The Path funding which has been going to Snohomish County/Compass Health is the only funding dedicated to serving the mentally ill who are homeless. This funding was substantially reduced in the last year. Adequate funding for these services will become even more problematic with the pending State government financial crisis and the increased focus on serving people with Medicaid.

Recommendations

- A taskforce dedicated to supporting the development of additional housing for low-income people with mental illnesses should assume an ongoing responsibility to assure cross-system collaboration and joint projects in developing housing and related services projects.
- More transitional and long-term housing needs to be developed.
- Better collaboration and coordination of crisis community mental health services with other systems such as shelters, police, and jails needs to occur to better serve this population;
- Better collaboration and coordination of ongoing community mental health services needs to occur. Identifying a specific person at each provider agency to coordinate services with the shelters is one step in this direction that is working in some counties;
- Working with jails so they do not discharge mentally ill people with no place to stay in the middle of the night would ease some pressures on the shelters and allow more appropriate service coordination;
- In long range planning when funding is available, specialized services need to be developed. These services should feature assertive outreach over a long period of time, the use of peer counselors/case managers as part of the staff; and specialized “Safe Haven” shelters.

Introduction

Concerns regarding the large numbers of people who are mentally ill and homeless have heightened across the nation and in the North Sound Region. Public policy over the past three decades has been aimed at reducing the number of people living in state psychiatric hospitals and returning them to local community living. Too many individuals with mental illness have been released to the community without adequate support services and eventually became homeless. Advocates, NSRSN Board Members, and NSRSN staff prioritized studying homelessness in the 2001-3 Strategic Plan. A workgroup comprised of Dave Ashton-Lighthouse Mission and Agape House, Dan Bilson-Consumer Advocate; Marie Jubie-Consumer Advocate; Charles Albertson-Consumer Advocate; Jere LaFollette-APN; Gary Williams-NSRSN/Whatcom County Health and Human Services, Greg Long-NSRSN. This group met with the following people to learn directly about issues confronting the mentally ill who are homeless: Mary K. James-Friendship House; Scott Schreiber-Community Mental Health Services; Diane Head-Everett Gospel Mission; Anji Jorstad-Compass Health; Rick Weidman-Rainbow Center; Michael Watson-Lake Whatcom Center; Jane Relin-Whatcom Counseling & Psychiatric Clinic; Cheryl Coop-Snohomish County Jail; Chris Glans, Oxford House Operator, Joyce Pearson-Whatcom Counseling and Psychiatric Clinic; Michael Westford, Department of Corrections, Kathleen Coe-Vetter-Skagit Jail Project. The time and energy of the individuals committed to this project is greatly appreciated.

Counting the number of people who are homeless is difficult, as homeless people by definition have no fixed address. The possibility of undercounting or duplicate counting is a concern. Determining the number of homeless people with mental illness adds another level of subjectivity and uncertainty.

The mentally ill and homelessness in the North Sound Region

On any given night, 600,000 people are estimated to be homeless across the nation.⁴ Based on these numbers, it can be roughly estimated there are approximately 2,000 homeless people in the North Sound Region on any given night. 15,154 people were turned away from shelters in the North Sound Region in 1999 according to the Washington State Consolidated Housing Plan. (People may have been turned away on many different nights.)

National estimates are that one third of the homeless are mentally ill. Washington State estimates that approximately 40% of the homeless population have serious mental illnesses. The current Mental Health Division's Prevalence Work Group's best estimate after much research by the Washington Institute is that 35.9% of the homeless have a serious mental illness in their lifetime and 28% have a serious mental illness at any point in time. A professional at one of the shelters in our region estimates that 60% of the men and women who come to his shelter have mental illnesses. Recent studies David E. Pollio of Washington University (St. Louis, Mo.) suggest the prevalence of mental illness amongst the homeless is increasing significantly more rapidly than in the general

population. Using the latest data from the Washington State Mental Health Division's Prevalence Work Group estimate of prevalence of mental illness among the homeless (28%) means there are 560 individuals with serious mental illnesses who are homeless in the North Sound Region on any given night.

In March of 2001, the NSRSN (MIS) indicated that 252 current consumers being served by community mental health providers were designated as homeless. 1,115 consumers' residential status was unknown so it is certain there are even more homeless people served by the mental health system.

Since community mental health centers serve people on Medicaid or with low incomes, nearly all of the people receiving services are at risk of becoming homeless if they lose their current housing. The risk of becoming homeless is a precarious situation, which adds an unneeded stress to the lives of people with mental illness.

One shelter care staff person stated that only 5-10% of their consumers are getting community mental health services. He believes that between 20-30% of their consumers need these services.

Shelters in the North Sound Region

There are numerous shelters and housing programs in the North Sound Counties. The Care Crisis Line Information and Referral Line lists 110 housing programs for Skagit and Snohomish Counties. The largest shelter providers are listed below.

Shelter	Location	Number of Beds	Number of Bed Nights Provided in 2000	Estimated percentage of people with Mental Illness
Men's Gospel Mission	Everett	140	40,856	Not Given
Women's Mission	Everett	75 women and Children	20,368	Not Given
Lighthouse Mission	Bellingham	80	33,982	30-60%
Agopi House	Bellingham	16	4,929	30-60%
Friendship House-Men	Mt. Vernon	24	8,217	50%
Friendship House-Women and Children	Mt. Vernon	24	4,784 (women) 2,308 (children) 7,092 (total)	50%

Data is for the year 2000.

The community mental health providers have crisis respite beds in most counties that are used at times to stabilize their consumers who are exhibiting signs or symptoms of decompensation which may be in some cases be due a housing crisis.

Current Programs Serving the Homeless

All of the mental health providers in the North Sound Region serve individuals who are homeless in their regular case management and crisis services. Compass Health has had a special homeless program under the federal Projects in Assistance in Transition from Homelessness (PATH) grant for years. Funding for this program has been reducing in recent years. Still, staff from this program provide over 354 new outreaches to consumers each year. They provide case management to over 100 consumers and they help more than 100 consumers move from GAU to permanent assistance each year under this grant.

The Rainbow Center in Bellingham serves many homeless people and staff from Whatcom Counseling and Psychiatric Services does outreach to the mission. A peer-to-peer outreach program is beginning at the Rainbow Center. A component of this Peer program is outreach to people living on the streets. Staff from Community Mental Health Services is assigned to the Friendship House Shelters to coordinate services. They make regular visits to the shelter in Mt. Vernon. Several mental health housing projects have been built based on homeless funding sources such as the McKinney Act.

APN assists mentally ill people who are homeless and who are coming out of inpatient services to get transitional or permanent housing because it shortens hospital stays and helps to reduce re-admissions to the hospitals. Over the last sixteen months, they have assisted 59 individuals at a total cost of \$27,000 or an average of \$464 per person.

Issues in Serving Individuals who are Mentally Ill and Homeless

A number of model programs to serve people with mental illnesses who are homeless have been funded principally by NIMH and HUD for over the past decade. Best practice recommendations have emerged from these programs as outlined below:^{2,3,5}

- Mental health services to the homeless work the best if provided on an outreach basis. Intensive Case Management Teams are frequently used in serving this group;
- Team approaches to service delivery have been proven to be effective;
- Significant effort and time has to be devoted to outreach. Engagement time in some programs averages 3.9 months. Frequent service contact is a critical ingredient leading to positive treatment retention and housing outcomes;
- The goals of outreach are to develop trust, care for immediate needs, provide linkages to services and resources, and help people get connected to mainstream services and ultimately into the community through a series of phased strategies;
- Brokerage case management models have proved ineffective. Follow-up and managed referrals are of critical importance;
- Peer based outreach and the use of the expertise of homeless and formerly homeless persons and consumers has proven to be effective; and
- A range of housing options needs to be available for these programs to be effective.
- Safe Haven shelters are federally funded programs aimed at providing transitional housing to individuals who do not do well in shelters. These programs are designed

to serve the long-term homeless person with chronic mental illnesses. King County is currently operating one of these model programs.

Administratively, the major recommendation is that adequate and stable funding needs to be available for these mental health programs. It is acknowledged nationally that most community mental health programs face funding limitations on these programs. The NSRSN faces funding limitations because our system is based on Medicaid funding. Homeless people frequently are not on Medicaid and some may never become Medicaid eligible.

A recent study in New York indicates that the total system costs of serving homeless people with mental illness is equal to placing these individuals in supported housing.¹ These costs include emergency room, criminal justice, shelter costs, and mental health services. This study highlights the need for cross-system collaboration and shared funding. Another recent study indicates services to the mentally ill homeless improve when providers serving this group are meeting regularly, even if there is no additional funding. A recent study in California demonstrates that it is cheaper to serve chronically mentally ill individuals than to have them go untreated and overuse emergency rooms, jails, and other community services. In Washington, the separation of funding systems makes it difficult to redirect funding to better serve the mentally ill who are homeless.

Service requests from the community

Requests from shelter care and other providers of the community mental health system include the following:

- More outreach and engagement services;
- More rapid response of both crisis services and outreach/engagement services;
- More rapid access to medication evaluations and medications; and
- Emergency housing for people too difficult to house in standard shelters due to their acute mental illnesses.

Conclusion and Recommendations

Homelessness for people with mental illnesses is an ongoing issue in our nation and region. The best practice recommendations for better serving the homeless cover three areas, intensive outreach and engagement services, developing more affordable housing, and developing funding to support these services. The NSRSN recommends:

- Better collaboration and coordination of crisis community mental health services with other systems such as shelters, police, and jails needs to occur to better serve this population. The directors of the major shelters and their key staff should meet with the Regional Crisis Management Team. The head of the crisis team in each county should be known to the shelter providers to better coordinate crisis services;
- The NSRSN Planning Committee recommends the formation of a taskforce dedicated to supporting the development of additional housing for low-income people with mental illnesses. This taskforce should assume an ongoing responsibility to assure

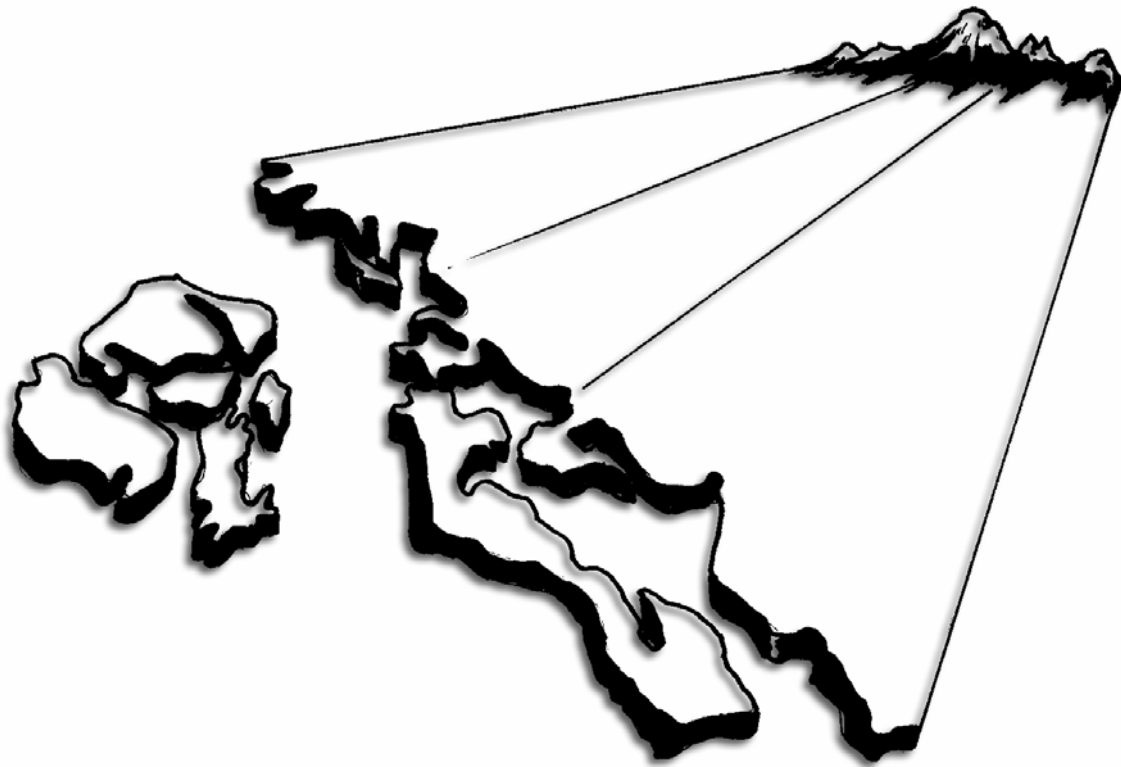
cross-system collaboration and joint projects in developing housing and services for the mentally ill who are homeless.

- All participants in this planning process agreed on the need for more transitional and long-term housing to be developed or made available for the mentally ill.
- Better collaboration and coordination of ongoing community mental health services needs to occur. Identifying a specific person at each provider agency to coordinate services with the shelters is one step in this direction that is working in some counties;
- Working with jails so they do not discharge mentally ill people with no place to stay in the middle of the night would ease some pressures on the shelters and allow more appropriate service coordination;
- In long range planning when funding is available, specialized services need to be developed. The NSRSN and its providers need to seek and develop additional funding sources or greater access to additional resources through cross-system collaboration; and
- These services should feature assertive outreach over a long period and the use of peer counselors/case managers as part of the staff.

References

1. Culhane, Dennis P., Metraux, Stephen and Hadley, Trevor “The Impact of Supportive Housing for Homeless People with Severe Mental Illness on the Utilization of the Public Health, Correction, and Emergency Shelter Systems: The New York-New York Initiative” Housing Policy Debate. Fannie Mae Foundation, May 2001 rlang@fanniemaefoundation.org
2. Erickson, Sally and Page, Jamie. “To Dance with Grace: Outreach and Engagement to Persons on the Street” Research Papers presented the National Symposium on Homelessness Research October 29-30, 1998 <http://aspe.os.dhhs.gov/progsys/homeless/symposium/6-Outreach.htm>
3. McMurray-Avila, Marsha, Gelberg, Lillian and Breakey, William R. “Balancing Act: Clinical Practices that Respond to the Needs of Homeless People”. Research Papers presented the National Symposium on Homelessness Research October 29-30, 1998 <http://aspe.os.dhhs.gov/progsys/homeless/symposium/8-Outreach.htm>
4. Mental Health And Homelessness: A guide for Mental Health Planning and Advisory Councils. The National Association of Mental Health Planning and Advisory Councils and the Center for Mental Health Services.
5. Morse, Gary, Ph.D. “A Review of Case Management for People Who ARE Homeless: Implications for Practice, Policy, and Research”. Research Papers presented the National Symposium on Homelessness Research October 29-30, 1998. <http://aspe.os.dhhs.gov/progsys/homeless/symposium/7-Outreach.htm>

Draft



Housing for Individuals and Families
With Serious and Persistent Mental Illnesses
In the North Sound Region

Housing for Individuals and Families With Serious and Persistent Mental Illnesses In the North Sound Region

Executive Summary

Decent, safe, affordable housing is a basic need for anyone to live with stability in our communities. With the continuing movement towards treating individuals with serious and persistent mental illnesses in the community and less in institutions, housing is an essential element in being able to serve these adults, children and families. Under the new Washington Administrative Code (WAC), RSNs are required to encourage the development of housing.

Housing is not affordable to most consumers involved in the public mental health system. The basic income for a single adult with a chronic mental illness on SSI is \$560 per month and \$440 for a parent on TANF with one child. Fair market rent is between \$518-\$582 for a one bedroom apartment and \$618-\$732 for a two bedroom apartment in our Region. Most consumers' need subsidies to obtain housing in our Region.

The NSRSN is fortunate to have a continuum of housing available which our contracted providers have expended major efforts and resources to develop. In 2001, the NSRSN consumers had 916 beds of affordable housing available. It is estimated that 1,292 beds are needed, or a 40% increase. Housing for specialized populations such as the elderly who are resistive to care, people with co-occurring disorders, and people coming out of the criminal justice system are very limited.

Conclusion and Recommendations

Hundreds of housing units need to be developed for people of all ages with mental illnesses.

- The NSRSN should set up an on-going sub-committee to promote and encourage further development of housing options which involves consumers including homeless or past homeless people, advocates, mental health providers, housing developers, and representatives from other systems. The committee should meet regularly to become a strong advocacy presence in the North Sound Region.
- This sub-committee needs to look for ways to support and encourage housing development such as developing additional funding sources and strengthening cross-system relationships. This could include having housing development organizations and housing funding organizations give presentations to the committee and encourage mental health advocates and providers to participate in their county's housing and homeless coalitions.
- The sub-committee should have discussions and set out plans with time schedules so the variety of housing needs for the many special population identified in this report are being addressed.
- A combined Housing and Homelessness Committee should accept ongoing responsibility for homelessness issues.
- The sub-committee shall develop an analysis of the entire costs of a homeless mental ill person not having adequate housing and services.

Introduction

Housing was a priority in the past two NSRSN Strategic Plans. Housing was again rated as one of the highest priorities in the current Strategic Plan. With the continuing movement towards treating individuals with serious and persistent mental illnesses in the community and less in institutions, housing is an essential element in being able to serve these adults, children and families. Under the new Washington Administrative Code (WAC), RSNs are required to encourage the development of housing. “The regional support network must ensure: active promotion of consumer access to, and choice in, safe and affordable independent housing that is appropriate to the consumer’s age, culture, and residential needs” (WAC 388-865-0235.1).

The NSRSN conducted a workgroup starting in 2001 to survey the current housing needs in the North Sound Region. The workgroup met two times and this report is a summary of the groups’ efforts as well as NSRSN staff work. There were numerous individual consultations. The participants in the Housing Work Group were Pam Reff, Linda Pettit, Claire deArmond, Boone Sureepisarn, Jane Relin, and Greg Long. The commitment of their knowledge and time to this workgroup is greatly appreciated.

Housing is unaffordable to most people with serious and persistent mental illnesses served by the Community Mental Health System

All consumers on SSI or TANF can be considered at least being at risk of being homeless which is the vast majority of people served by the NSRSN community mental health system. The basic income for a single adult with a chronic mental illness on SSI is \$560 per month or less than \$6,800 a year. The income for a single parent with one child on TANF is \$440 per month or \$5,280 per year and the income for a single parent with two children is \$546 per month, \$6,552 per year. It is usually considered prudent for a person or family not to spend more than 30% of their income on housing. The average monthly rents in our Region are shown in the table below:

HUD Fair Market Rents by Number of Bedrooms

Area	0 BR	1 BR	2 BR	3 BR	4BR
Island	\$478	\$582	\$736	\$1,022	\$1,208
San Juan	\$389	\$531	\$708	\$933	\$1,100
Skagit	\$429	\$524	\$618	\$772	\$863
Snohomish	\$478	\$582	\$736	\$1,022	\$1,208
Whatcom	\$395	\$512	\$682	\$942	\$1,117
Washington State	\$420	\$511	\$684	\$893	\$1,033

Sources National Low Income Housing Coalition, “Out of Reach”. September 1999; BAE, 2000.
From Washington State Consolidated Housing Plan

A national study found that it takes 103.5% of benefits in the State of Washington and 98.2% of benefits nationally to rent a single bedroom apartment.

The Housing Shortage

The actual shortage of housing is large enough and so long standing that it is difficult to estimate. Housing coordinators for the mental health providers estimate that at any given time more than 100 consumers in treatment across the NSRSN are in need of housing. According to the NSRSN (MIS), 252 consumers being served in March 2001 were homeless. The NSRSN's homeless study projected that 560 homeless people with mental illness on any given night in the North Sound Region.

These estimates do not count the people living in sub-standard housing, people who do not even ask for housing for they know of its scarcity, or the homeless people who can not be offered housing so they leave the Region. Nor does this count the number of people with mental illness placed in group or clustered living situations because there is insufficient individual housing.

An alternative way of looking at the need for housing is to look at the number of individuals with mental illnesses in the North Sound Region as compared to the availability of subsidized housing. There are currently 916 subsidized beds in the North Sound Region for adults. As reflected in Tables 1, 2, and 3, there are at a conservative minimum 1,623 seriously and persistently mentally ill individuals in the Region and realistically thousands more.

In 1998, APN did a detailed analysis of residential needs. They projected a need of 1.36 beds per 1,000 people, which they considered a very conservative estimate. It was projected that 1,017 beds would be needed in 2001. Using this same methodology, but with updated population data, the need is now estimated at 1,292 beds. Over a 40% increase in housing units would be needed to meet this estimated need. With the increasing focus on Medicaid eligible people, and people with greater severity of problems, the need is probably greater than these estimates. By whatever method on analysis, there is a large unmet need for housing. (Attached is the residential portion of the APN Long Term Integrated Residential and Inpatient Plan. Their ideas and recommendations remain relevant three years later.)

Current Housing

Fortunately, providers and some counties have recognized the need for a continuum of housing for the past twenty years. Considerable financial resources, much collaboration with housing authorities and developers and great staff efforts have lead to the development of the current continuum of housing. See the attached Tables 1, 2, 3, 4, and 5, on Adult Residential Resources for the housing continuum currently available in the North Sound Region for consumers with serious and persistent mental illnesses. Providers should be commended for the significant growth in housing over the last three years. Super-Supported Living is being phased out as a category and no longer appears

in NSRSN contracts. Adult Family Homes is a new category and covers some of the beds counted under Super-Supported Living Beds in the past.

The largest percentage growth and unit growth has been in low-income housing. This is principally funded under the Section 8 and related programs of the federal agency, Housing and Urban development. This is an excellent program for it allows individuals with mental illness to rent apartments in our communities and pay only one third of their income. This supports and encourages community integration. Currently, Snohomish and Whatcom Counties have a significant number of these certificates available so community mental health center staff are able to place eligible individuals into this housing fairly rapidly. This is a tremendous adjunct to other community mental health services. In the recent Performance-Based Audit Review, two complex cases were presented where the rapid placement of these individuals into housing was a major support to these individuals and their successful community treatment.

This period is one of the few times that these certificates have been so available. It is important that we continue to advocate for their availability in these counties and increase advocacy for them in our other three counties. It must be noted that people with mental illness and the public mental health system are becoming highly dependent on this excellent federal program that could present problems in the future if this program changes. No changes are known at this time and it is the best source of funding for housing for people with low-incomes.

Current efforts to develop additional housing options include:

- Compass Health is securing funds for 18-20 units at their remodeled Bailey Center.
- Compass Health is looking at acquiring 38-40 units near the Bailey House.
- Catholic Community Service is developing low-income housing in Skagit County. At least five of those units will be for disabled people.
- Skagit County and Community Mental Health Services has a Housing Planning Committee meeting on a regular basis.
- North Islands Mental Health has developed a relationship with the Housing Authority in Anacortes so mental health consumers in San Juan County are now being placed in subsidized housing.

Future Housing Needs in the NSRSN

In general, more independent housing is needed for individuals and families.

The Mental Health Division's plan for further reduction in inpatient beds at Western State Hospital has identified the following needs:

- Residential settings that can handle demented patients who are resistive and combative at times.
- Increased number of ARRC Beds to handle the young and middle-aged adults being discharged from the hospital.
- Increased independent housing that can be used in support of enhanced case management programs taking people discharged from the hospital.

The mental health system is serving increasing numbers of individuals with co-occurring disorders (substance abuse and mental illness). Mixing individuals that maybe using or even abusing substances with people who are striving to gain to be substance free is ineffective. Specialized housing for consumers with co-occurring disorders is needed. Some people advocated for supporting more Oxford-style housing programs for people with co-occurring disorders.

Homeless Shelters are serving large numbers of people with mental illnesses. Specialized housing for people with mental illnesses who do not cope well in shelters or who need longer term transitional housing than is typically provided by shelters is needed.

The community mental health system is servicing more people with mental illnesses being released from the criminal justice system. Housing to support these consumers is needed. Many of these individuals cannot be placed into group living situations for the risk is too high for the other consumers. Many property owners are reluctant to rent to individuals with mental illnesses who have criminal records. In similar programs in California, it has been found that a small transitional group home and then independent housing is an effective approach to serving these people. It prevents them from relapsing and returning to prison. Setting up Oxford-style housing programs perhaps in conjunction with the Department of Corrections is one approach.

Housing for families with children with serious mental illnesses is needed. For some families, if they have adequate housing, placement of children out of their home or abuse can be prevented.

Our society is aging. A range of housing options for older adults with persistent mental illnesses is needed.

Conclusion and Recommendations

Hundreds of housing units need to be developed for people of all ages with mental illnesses. The NSRSN is fortunate to have a continuum of housing available. Now, under the new WACs, the NSRSN has an even clearer responsibility to ensure that this continuum of housing services expands.

- The NSRSN should set up an on-going sub-committee to promote and encourage further development of housing options which involves consumers including homeless or past homeless people, advocates, mental health providers, housing developers, and representatives from other systems. The sub-committee should meet regularly to become a strong advocacy presence in the North Sound Region.
- This sub-committee needs to look for ways to support and encourage housing development such as developing additional funding sources and strengthening cross-system relationships. This could include having housing development organizations and housing funding organizations give presentations to the sub-committee. Mental health advocates and providers should be encouraged and supported to participate in their county's housing and homeless coalitions.
- The sub-committee should have discussions and set out plans with time schedules so the variety of housing needs identified in the Future Housing Needs section of this report are being addressed.
- A combined Housing and Homelessness Committee should accept ongoing responsibility for homelessness issues. Having an adequate supply of affordable housing is one of the essential elements in better serving the homeless.
- The sub-committee shall develop an analysis of the entire costs of homeless mentally ill persons not having adequate housing and services.

Table 1
Adult Residential Resources--1998

County	ARRC	Boarding Home	Super Supported	Adult Family Home	Total Adult Resources by County	Low Income Housing	Total Adult Resources by County
Snohomish	16	66	18	-----	100	252	352
Whatcom	0	73	8	-----	81	158	239
Skagit	0	15	0	-----	15	30	45
Island	0	0	0	-----	0	14	14
San Juan	0	0	0	-----	0	5	5
Total by Type of Resource	16	154	26	-----	196	459	655

Table 2
Adult Residential Resources--2000

County	ARRC	Boarding Home	Super Supported	Adult Family Home	Total Adult Resources by County	Low Income Housing	Total Adult Resources by County
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Snohomish	20	68	18	-----	106	407	513
Whatcom	0	66	6	-----	72	210	282
Skagit	0	15	6	-----	21*	51	72
Island	0	0	9	-----	9	10	19
San Juan	0	0	1	-----	1	7	8
Total by Type of Resource	20	149	40	-----	209	685	894
% Increase over 1998	+25%	-3.36%	+12%	-----	+6.6%	+49%	+36%

**Table 3
Adult Residential Resources--2001**

County	ARRC	Boarding Home	Super Supported	Adult Family Home	Total Adult Resources by County	Low Income Housing	Total Adult Resources by County
Snohomish	20	66		18	104	419	523
Whatcom		72		17	89	226	315
Skagit		15		6	21	29	50
Island			7	2	9	10	19
San Juan				1	1	8	9
Total by Type of Resource	20	153	7	44	224	692	916
Increase over 1998	25%	-6%	-272%		12.5%	33.7%	40%
Increase over 2000	0%	2.6%	-471%		2.23%	1%	2.5%

**Table 4
Adult Residential Resources—2001**

County	ARRC	Boarding Home	Super Supported	Adult Family Home	Total Adult Residential Resources by County	Low Income Housing	Total Adult Resources by County
Snohomish Rainbow Compass	20	46 20		18	46 58	8 411	54 469
Whatcom Lake What. W.C.P.C. CCS/N.W. Sun Comm. County/H.A.		67 5		2 9 6	2 67 14 6	148 39 21* 3** 15***	2 215 53 21 9 15
Skagit CMHS		15		6	21	29	50
Island CMHS			7	2	9	10	19
San Juan				1	1	8	9

CMHS							
Total by Type of Resource	20	153	7	44	224	692	916
Increase over 1998	25%	-6%	-272%		12.5%	33.7%	40%
Increase over 2000	0%	2.6%	-471%		2.23%	1%	2.5%

*Catholic Community Services is adding five additional beds for disabled people

**Whatcom County is funding 3 COD beds

***Willow Creek Apartments in Bellingham

Table 5

Homeless Shelters

Shelter	Location	Number of Beds	Number of people served in 2000 (Bed Nights)	Estimated number of people with Mental Illness
Men's Gospel Mission	Everett	140	40,856	
Women's Mission	Everett	75 Women and Children	20,366	
Lighthouse Mission	Bellingham	80	33,982	30-60%
Agopi House	Bellingham	16	4,929	30-60%
Friendship House-Men	Mt. Vernon	24	8,217	50%
Friendship House-Women and Children	Mt. Vernon	24	4,784 (women) <u>2,308 (children)</u> 7,092 (total)	50%

Cancels:

See Also:

Approved by: _____

POL-701 ANTI-RETALIATION

This policy applies to consumers, Ombuds, NSRSN Advisory Board, the Quality Review Team, NSRSN staff and Board Members.

1. **It is the policy of the North Sound Regional Support Network that there be no retaliation, intimidation, coercion or harassment directed against any consumer or staff for filing a complaint or grievance, or for disclosing or alleging official misconduct.**

NSRSN staff may not directly or indirectly use or attempt to use their authority or influence for the purpose of interfering with the right of a person to make a complaint, grievance, or disclosure of official misconduct.

2. **NSRSN prohibits retaliation of any kind against the Ombuds, NSRSN Staff, Board of Directors, Advisory Board or QRT members for the completion of their official duties.**
3. **NSRSN's commitment to improve the quality of services through the complaint and grievance process is vital to NSRSN's Quality Management and Quality Improvement process.**

Retaliation is completely incompatible with the values and goals of NSRSN and will not be tolerated. Retaliation whether actual or threatened, destroys a sense of community and trust that is central to a quality mental health care program. NSRSN, therefore, wishes to make clear that it considers acts or threats of retaliation a serious violation of NSRSN policy.

4. **Organizational growth and development can best be achieved and maintained in an environment that promotes ongoing open communication among administration, staff, volunteers, consumers, and their families, including open and candid discussions of problems and concerns.**

NSRSN encourages its staff and consumers to express their issues, concerns or opinions either informally or formally through the NSRSN's *Complaint, Grievance, Appeal, and Fair Hearing Policy and Procedure (POL-102)* without fear of retaliation.

5. **The NSRSN will take whatever action may be needed to prevent and correct behavior that violates this policy.**

Any employee who violates this policy, or acts in a way that is contrary to this policy, is subject to disciplinary action up to and including termination. In the event a complaint is made against a member of the Board of Directors, their respective county will be informed so they may follow their own policies and procedures.

6. **NSRSN Ombuds and QRT will educate and empower consumers as to their rights regarding retaliation.**
7. **This policy also protects the accused party's rights in the process. This policy seeks to balance the interests of the complainant and those of the accused.**

The accused party has the right to receive a copy of the written complaint of retaliation and to fully respond to the allegations.

8. **Full records of all complaints regarding retaliation will be maintained in confidential files by the Executive Director.**
9. **The Executive Director will review all complaints regarding retaliation with the Executive/Personnel Committee of the Board of Directors.**

DEFINITIONS

Retaliation: Any adverse action or credible threat of an adverse action taken by NSRSN staff or board of directors causing any interference, intimidation, coercion, restraint or reprisal against a person making a complaint, participating in the resolution of a complaint, or disclosing official misconduct. Actions are considered retaliatory if they are in response to a complaint, grievance, or disclosure of official misconduct, and the actions have a significantly adverse effect on the complainant. **Disciplinary action of any type against an employee and/or legal action against any individual in response to a complaint or complaints that are defamatory, made in bad faith or frivolous, or which abuse or misuse the grievance procedure shall not be considered "retaliation".**

Complaints: For the purposes of this policy, "complaints" also include grievances and disclosure of official misconduct

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.

Ombuds service is available at all phases of this policy.

They may be reached at 1-888-336-6164

Effective Date:

Page: 1 of 1

PROCEDURE

Cancels:

See Also:

Approved by: _____

PRO-701A REGISTERING AND RESPONDING TO A COMPLAINT OF RETALIATION

Action by

Action:

Complainant

When the complaint involves NSRSN Staff,

1. Submits written complaint to the NSRSN Executive Director, **or**

When the complaint involves the Executive Director,

2. Submits written complaint to the NSRSN Board of Directors Chair, **or**

When the complaint involves the NSRSN Board of Directors,

3. Submits written complaint to the Human Resources office of the respective county so they may follow their own policies and procedures.

When the complaint involves NSRSN staff or Executive Director,

NSRSN

4. Conducts complete and thorough investigation of alleged acts of retaliation within 30 days **and**

5. Provides written conclusion of investigation to complainant within 15 days, **and**

6. When allegations are proven to be founded, **prescribes** appropriate disciplinary action, which may include but is not limited to: Education, referral to the Employee Advisory Service, suspension, or termination.

Ombuds service is available at all phases of this policy.
They may be reached at 1-888-336-6164

**NORTH SOUND REGIONAL SUPPORT NETWORK
PROFESSIONAL SERVICES AGREEMENT Amendment
CONTRACT # NSRSN-PSC-UBH-01
Amendment (1)**

The above-referenced Contract between the North Sound Regional Support Network (NSRSN) and United Behavioral Health (UBH) is hereby amended as follows:

IV. Terms and Conditions

- A. Term. This Agreement shall take effect November 1, 2001 and shall continue in full force and effect through December 31, 2003.

V. Compensation

- A. Consideration: Cost reimbursement shall be made only if the NSRSN has a fully executed contract on file.

Effective November 1 2002, the NSRSN shall pay to Contractor \$1,755 per month for Medical Director Consultation Services, as described in Exhibit A-1 Attached.

Maximum consideration of this Amendment shall not exceed \$28,000. Maximum consideration in Calendar Year 2002 shall not exceed \$30,000. Maximum consideration in Calendar Year 2003 shall not exceed \$28,000. Total maximum consideration shall not exceed \$58,000.

- B. Payment Procedures. Contractor shall submit a monthly invoice by the 10th of the month requesting \$1,755 for Medical Director Services.
- C. Reporting Requirements and Reconciling monthly payments: On a quarterly basis Contractor shall submit a detailed quarterly (3 month) report by the 10th of the month after the quarter in which services were provided. (February 10, 2003; May 10, 2003; August 10, 2003; October 10, 2003 and January 10, 2004) Contractor will document actual hours worked by date and type of Medical Director Service provided. (refer to Exhibit A-1) The monthly payment equates to an average of 13 hours per month of Medical Director Services (at \$135.00 per hour).

If after NSRSN reconciliation of the quarterly report(s), the actual hours of Medical Director time are less than an average of 13 hours per month, the unused hours shall be rolled over into the preceeding months. If at the end of 6 months the actual Medical Director service hours are substantially less than 13 hours per month, the monthly payment shall be adjusted accordingly.

If the actual hours of Medical Director time for any given month is greater than 13 hours and if there are no unused hours from prior months, the NSRSN shall reimburse Contractor for each additional hour at a rate of \$135 per hour

Failure to submit the Quarterly Report by the 10th of the month may result in a delay in the next monthly payment. Failure to submit the quarterly detailed report may result in the NSRSN withholding the monthly payment(s) until received by 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 and quarterly reports to:

North Sound Regional Support Network
Attn.: Finance Manager
117 North 1st Street, Suite 8

Mount Vernon, WA 98273-3806

D. **Reimbursed Expenses**. Contractor shall be reimbursed for mileage when using personal car on NSRSN business at the standard NSRSN reimbursement rate which shall conform to the currently published mileage rate for business travel deductions set by the Internal Revenue Service for all business related travel. Mileage usage documentation shall be attached to the monthly invoice when applicable. The reimbursement request shall be itemized on the monthly invoice.

VI. Service Expectations, B shall be modified to read as follows:

B. Contractor shall provide services as set forth in **Exhibit A-1** attached.

Exhibits - Exhibit A shall be replaced by Exhibit A-1, North Sound Regional Support Network Medical Director Consultation Services, attached.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-PSC-UBH-01 THROUGH AMENDMENT ONE 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

UNITED BEHAVIORAL HEALTH

Charles R. Benjamin, Executive Director Date
Date

FOR CONTRACTOR

Print Name & Title

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

EXHIBIT A-1
NORTH SOUND REGIONAL SUPPORT NETWORK
MEDICAL DIRECTOR CONSULTATION SERVICES

PURPOSE:

To provide timely medical consultation services for the NSRSN including clinical and contracting staff communications, doctor to doctor communications, medical necessity review and recommendations, service denial review, grievance issues, medication review, medical practice guidelines, and staff in-service trainings.

DUTIES AND RESPONSIBILITIES:

1. Provide medical consultation to NSRSN clinical staff and contracting clinical staff as requested by NSRSN;
2. Consult directly with other physicians as required to represent the NSRSN in clinical disputes, and provide liaison with NSRSN Service Area physicians and agencies as requested;
3. Facilitate medical director's meeting between NSRSN and NSRSN provider agencies on a regularly scheduled basis. These meetings shall discuss policy and procedural issues, clinical standards and best practices, provide feedback and consultation to the NSRSN and to the providers on said issues, and be a forum for debating important clinical and policy issues as the field of psychiatry and managed care evolves;
4. Provide consultation to NSRSN Quality Assurance/Quality Improvement Department and to the Quality Management Oversight Committee (QMOC). Attend QMOC meetings, as scheduled;
5. Establish criteria and procedure for Medical Director review of Critical Incidents, and consult with NSRSN staff regarding Critical Incident Reviews and Urgent Reviews;
6. Establish criteria and procedure for Medical Director review of clinical cases;
7. Provide Professional Testimony as requested by NSRSN in judicial proceedings and clinical consultations in NSRSN grievance proceedings;
8. Provide consultation to the NSRSN Executive Director and staff, regarding such issues as clinical standards, policies, procedures and best practices;

9. Assist the NSRSN with reviewing and assessing the NSRSN Level of Care Manual and clinical questions regarding medical necessity, inpatient admissions, length of stay questions and determinations, service type, duration, service limitations, exceptional needs cases, quality assurance and outcomes, etc., and make recommendations;
10. Provide in-service training for staff on managed care and general clinical issues in order for staff to understand direct service versus care management in a managed care world and to remain current on managed care issues,
11. Provide brief phone consultations within one hour of initial request made via phone/fax by NSRSN staff with extended conversations, if necessary, the same day. Phone consultations shall be available 24 hours per day, 7 days per week.
12. Conduct clinical reviews of contracted provider clinical records as requested.

AVAILABILITY:

Monday through Friday 8 a.m. to 5:00 p.m., except phone consultations which shall be provided on an as need basis 24 hours per day, 7 days per week.

MINIMUM QUALIFICATIONS:

1. Board certified MD in psychiatry
2. Current Washington State Medical License

KNOWLEDGE SKILLS AND ABILITIES:

1. Working knowledge of adult and child mental health clinical issues
2. Working knowledge of State of Washington Publicly Funded Mental Health System
3. Familiarity of the of North Sound Regional Support Network.

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-Raintree-02
Amendment (1)**

The above-referenced Contract between the North Sound Regional Support Network (NSRSN) and Raintree Systems Inc. (Raintree) is hereby amended as follows:

1. The effective date of this Agreement shall be modified as follows: January 1, 2002 through December 31, 2003.
2. **Exhibit D, Fee and Payment Schedule shall be replaced by attached Exhibit D-1, Fee and Payment Schedule.**
3. **Maximum consideration of this amendment is \$17,875. Total Maximum Consideration shall not exceed \$90,920.**

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-RAINTREE-02 THROUGH AMENDMENT ONE 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

RAINTREE SYSTEMS, INC.

Charles R. Benjamin, Executive Director Date
Director Date

Mark Russell, Chief Executive

Exhibit D-1 Fee and Payment Schedule

*RAINTREE shall be reimbursed for services and other expenses as described below.
RAINTREE shall submit an invoice detailing each service on a monthly basis.*

The invoice shall be submitted by the tenth (10th) day of the month following the month during which service required to be performed under this Agreement and/or expenses incurred as approved by NSRSN were provided.

1. Raintree Professional Concurrent User Pricing for the Sound Data Systems Purchasing Consortium:

Concurrent Users = 15 Total: \$30,000.00

The NORTH SOUND REGIONAL SUPPORT NETWORK'S effective purchasing rate is \$1,000.00 per concurrent user per year. Additional concurrent users may be added by separate contract and/or amendment at \$1,000 per concurrent user.

Payment terms for Raintree Professional Users:

100% due within 30 days of the date of signature of the contract/purchase agreement.

Payment terms for Additional Raintree Professional Concurrent Users:

Payment Terms: 100% due within 30 days of the date of signature of the purchase agreement.

2. Payment rate and terms for Software Upgrades, Maintenance, and Technical Support:

Payment Rate: \$2,875.00 per year (15 concurrent users) Total: \$5,750.00

Payment Terms: Fee for Service Basis.

3. Payment rate and terms for 200 Software Customization Hours:

Payment Rate: \$125.00 per hour Total: \$25,000.00

Payment Terms: Fee for Service Basis.

3. Payment rate and terms for 122 Software Implementation Management and Consultation Services Hours:

Payment Rate: \$85.00 per hour Total: \$10,370.00

Payment Terms: Fee for Service Basis.

DESCRIPTION	FEE PAID FOR:	AMOUNT OF FEE	PAYMENT DUE
License Fee Indicate number and type of license	Non-exclusive, perpetual license to use Licensed Materials and install on servers not maintained by RAINTREE.	15 Raintree Professional Concurrent User License per year. \$30,000.00	100% due 30 days following contract execution.
Software Upgrades, Maintenance and Technical Support	Platinum Level Support and Service. NORTH SOUND REGIONAL SUPPORT NETWORK will receive software upgrades as they are released, plus software maintenance and technical support in accordance with the Agreement.	This price is based on the initial 15 users. As users are added the pricing rate will be adjusted. \$5,750	Fee for Service Basis.
Custom Programming – Compliance with Regulatory Requirements	Programming required to bring Raintree Software Products into compliance with regulatory requirements of the State of Washington.	Contracted rate of \$125.00 per hour. 200 hours = \$25,000.00	Fee for Service Basis.
Custom Programming (Non contract Rates)	Programming by RAINTREE in accordance with NORTH SOUND REGIONAL SUPPORT NETWORK specifications from NORTH SOUND REGIONAL SUPPORT NETWORK AUTHORIZED AGENTS.	Project Implementation Manager. Contracted rate of \$85.00 per hour. 122 hours = \$10,370	Fee for Service Basis.
User Training	On-Site Training of NORTH SOUND REGIONAL SUPPORT NETWORK Authorized Users. On-Line Training of NORTH SOUND REGIONAL SUPPORT NETWORK Authorized Users.	On Site Training – 3 days x \$800 = \$2,400.00 On-Line Training Modem Only Per Hour Training Fees: Initial Training = 40 hours = \$3,400.00	Fee for Service Basis.
Monthly ASP Services	Hosting the NSRSN Database-Application Service Provider	Payment Rate: \$50.00 month per concurrent user x 15 Users = \$750.00 month = \$9,000.00 per year. Effective when system is “live”.	Fee for Service Basis
Data Conversion	Conversion of NSRSN Data in BDS to Raintree Professional	5,000.00 per database	Fee for Service Basis.

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-San Juan-02
Amendment (1)**

The above-referenced Contract between the North Sound Regional Support Network (NSRSN) and San Juan County is hereby amended as follows:

- 4. Effective December 1, 2002, Exhibit G Consumer Oriented Projects Funding Requirements Guidelines shall be added.**
- 5. Maximum consideration of this amendment shall not exceed \$5,000.**
- 6. Total maximum consideration shall not exceed \$107,517.**

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-SAN JUAN THROUGH AMENDMENT ONE 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

SAN JUAN COUNTY

Charles R. Benjamin, Executive Director Date
Date

Signature Title

Approved as to form for NSRSN

Approved as to form for County

Brad Furlong, _____ 10/02/01

Attorney at Law
Date

Date

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-Skagit-02
Amendment (1)**

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

- 7. Effective December 1, 2002, Exhibit G, Consumer Oriented Projects Funding Requirements Guidelines shall be added.**
- 8. Maximum consideration for Consumer Oriented Projects, Exhibit G, shall not exceed \$25,872.**
- 9. Effective January 1, 2003, Exhibit A, Skagit County Budget shall be replaced with Exhibit A-1, Skagit County Budget, attached.**
- 10. PHP Carveout shall be reduced by \$9,585. this reduction is a result of moving the Quality Specialist currently housed within Skagit County Human Services to the NSRSN.**
- 11. Total maximum consideration shall not exceed \$175,312.**

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-SKAGIT-02 THROUGH AMENDMENT ONE 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

SKAGIT COUNTY

Charles R. Benjamin, Executive Director
Date

Signature

Title

Approved as to form for NSRSN

Approved as to form for County

Brad Furlong, _____ 10/02/01

Attorney at Law
Date

Date

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-SNOHOMISH-02
Amendment (2)**

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

12. Effective December 1, 2002, Exhibit J, Consumer Oriented Projects Funding Requirements Guidelines shall be added.

13. Maximum consideration of this amendment shall not exceed \$95,020.

14. Total maximum consideration shall not exceed \$2,717,607.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-SNOHOMISH-02 THROUGH AMENDMENT TWO 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

SNOHOMISH COUNTY

Charles R. Benjamin, Executive Director Date
Date

Robert Drewel, County Executive

Approved as to form for NSRSN

Approved as to form for County

Brad Furlong, _____ 10/02/01

Attorney at Law
Date

Date

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-Whatcom-02
Amendment (2)**

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

- 15. Effective December 1, 2002, Exhibit G Consumer Oriented Projects Funding Requirements Guidelines shall be added.**
- 16. Maximum consideration of this amendment shall not exceed \$36,068.**
- 17. Total maximum consideration shall not exceed \$311,271.**

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-WHATCOM-02 THROUGH AMENDMENT TWO 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

WHATCOM COUNTY

Charles R. Benjamin, Executive Director Date
Date

Pete Kremen, County Executive

Approved as to form for NSRSN

Approved as to form for County

Brad Furlong, 10/02/01

Attorney at Law Date
Date