

MEMORANDUM

TO: NSRSN Board of Directors and All Interested Parties
FROM: Melinda Bouldin, NSRSN Office Manager
RE: Meeting Information
DATE: June 13, 2001

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

**Thursday, June 28, 2001
North Sound Regional Support Network
Conference Room
117 North First Street, Suite 8
Mt. Vernon, WA
1:30 PM**

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

For Special Disability accommodation needs, please call Melinda at (360) 416-7013, ext. 222 at least 48 hours in advance, if possible.

**NORTH SOUND REGIONAL SUPPORT NETWORK
BOARD OF DIRECTORS MEETING**

**North Sound Regional Support Network
Conference Room
117 North First Street, Suite 8
Mt. Vernon, WA
June 28, 2001
1:30 PM**

AGENDA

- 1. Call to Order; Introductions – Chair**
- 2. Revisions to the Agenda – Chair**
- 3. Approval of Minutes – Chair**
- 4. Comments & Announcements from the Chair**
- 5. Board Discussion – Chair**

“What is my most reliable source of information regarding mental health matters?”

- 6. Comments from the Public**
- 7. Report from the Advisory Board – Dan Bilson, Chair**
- 8. Report from Executive/Personnel Committee – Dave Gossett, Chair**
- 9. Report from the Planning Committee – Ward Nelson, Chair**
- 10. Report from QMOC Committee – Andy Byrne, Chair**
- 11. Report from the Executive Director – Chuck Benjamin, Executive Director**
- 12. Report from the Finance Officer – Bill Whitlock**
- 13. Consent Agenda – Rhea Miller, Chair**

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

The NSRSN Board of Directors moves to approve the Consent Agenda:

Motion #01-034 To review and approve NSRSN claims paid from May 1, 2001 to May 31, 2001. Total dollar amount of warrants paid in May 2001 (currently unavailable) Total May payroll of (currently unavailable) and associated benefits in the amount of (currently unavailable)

Motion #01-035 To authorize NSRSN Executive Director to enter into contract NSRSN-APN-DDD Crisis-01, Amendment 1 with the Associated Provider Network. This amendment provides APN with \$6,000 to purchase two lap top computers for MH/DDD Prescribers in order to enhance crisis services to individuals with developmental disabilities and mental illness. Maximum consideration of this amendment is \$6,000. Maximum consideration of this contract is \$73,206.32.

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

Motion #01-036 To authorize NSRSN Executive Director to enter into the 1999-2001 Biennium Integrated Mental Health Inpatient/Outpatient Contract Amendment, extending the current contract with DSHS-Mental Health Division, to August 31, 2001.

~~To authorize NSRSN Executive Director to enter into the 2001-2003 Biennium Integrated Mental Health Inpatient/Outpatient Contract with DSHS-Mental Health Division, effective July 1, 2001 through June 30, 2003.~~

MHD has informed the RSNs that they will be extending the current RSN/MHD contracts through the end of August, 2001. All service expectations and funding remain unchanged. MHD has presented the RSNs with a "final" draft of the 2001-2003 Biennium Contract. NSRSN is currently reviewing.

Motion #01-037 To introduce Contract NSRSN-APN-99-01, Amendment 7, between NSRSN and Associated Provider Network, extending the current managed care, full risk contract for Outcome-Based Community Mental Health Program Services contract for 6 months, through December 31, 2001. Consideration for this 6-month extension shall be as described in attached Exhibit G-7.

Motion #01-038 To introduce Contract NSRSN-SEAMAR-99-01, Amendment 2, between NSRSN and Seamar, extending the current contract for Outcome-Based Community Mental Health Program Services specifically addressing the mental health needs of our Hispanic population for 6 months, through December 31, 2001. Consideration for this 6-month extension shall be \$254,940.

Motion #01-039 To introduce Contract NSRSN-Island-99-01, Amendment 2, between the NSRSN and Island County, extending the current contract County for Administration, planning, local oversight, MICA, etc., services for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$28,021. Maximum consideration shall not exceed \$140,106.

Motion #01-040 To introduce Contract NSRSN-San Juan-99-02, Amendment 1, between the NSRSN and San Juan County, extending the current contract for Administration, planning, local

oversight services, etc., for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$25,000. Maximum consideration shall not exceed \$125,000.

Motion #01-041 To introduce Contract NSRSN-Skagit-99-03, Amendment 2, between the NSRSN and Skagit County, extending the current contract for Administration, planning, local oversight, MICA services, etc., for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$39,757. Maximum consideration shall not exceed \$198,782.

Motion #01-042 To introduce Contract NSRSN-Snohomish-99-04, Amendment 2 between the NSRSN and Snohomish County, extending the current contract for:

- Administration, planning, local oversight, etc., services
- Snohomish County ITA Services
- Snohomish County QA Utilization/Clinical Support/Services
- Snohomish Evaluation and Treatment Facility Loan and Maintenance
- Federal Block Grant Services – Community Team for Children
- MICA Services – July 1-December 31, 2001 only

for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$625,303. Maximum consideration shall not exceed \$3,037,028.50.

Motion #01-043 To introduce Contract NSRSN-Whatcom-99-05, Amendment 2, between the NSRSN and Whatcom County, extending the current contract for Administration, planning, local oversight, etc., services for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$69,158. Maximum consideration shall not exceed \$289,810.

Motion #01-044 To introduce Contract NSRSN-Rehabco-PS-01, between the NSRSN and Rehabco, Inc. for Office Cleaning/Janitorial Services, effective July 1, 2001 through June 30, 2003. Maximum consideration shall not exceed \$11,544.

Motion #01-045 To introduce contract #NSRSN-Tulalip-TT-FBG-01 between NSRSN and Tulalip Tribes for Traditional Healing Mental Health Services effective July 1, 2001 through June 30, 2003. Maximum consideration shall not exceed \$163,680 in Federal Block Grant Funds.

15. Motions Not Yet Reviewed by the Advisory Board – Rhea Miller, Chair

Motion #IN-026 To introduce request for NSRSN Board of Directors to allocate \$4,032 from the NSRSN Inpatient Savings Designated Fund Balance-Consumer Projects for two consumers to complete the Consumer-To-Provider Training Program. Total funding request per consumer = \$2,016. Maximum consideration would not exceed \$4,032.

Motion #IN-027 To introduce Contract #NSRSN-SEAMAR Visions-MICA-01 between North sound Regional Support Network and Sea Mar Community Health Centers for Adolescent/Youth Co-occurring Residential Recovery Program Services.

Motion #IN-028 To introduce professional services contract NSRSN-MCCP-ITS-01 between the North Sound Regional Support Network and MCCP, Consulting Group for consultation and facilitation services with regards to Information Technology Services and NSRSN Children's Executive Council. Maximum consideration shall not exceed \$_____.

Motion #IN-029 To authorize NSRSN Executive Director to enter into the 2001-2003 Biennium Integrated Mental Health Inpatient/Outpatient Contract with DSHS-Mental Health Division, effective September 1, 2001 through June 30, 2003.

16. Executive Session - Chair

17. Reconvene - Chair

18. Adjournment – Chair

NOTE: The next Board of Directors meeting is scheduled for Thursday, July 26, 2001, at the North Sound Regional Support Network, 117 North First Street, Suite, 8, Mt. Vernon, WA at 1:30 PM.

**NORTH SOUND REGIONAL SUPPORT NETWORK
BOARD OF DIRECTORS MEETING**

**NSRSN Conference Room
117 N. First Street, Suite 8
Mt. Vernon, WA
May 24, 2001
1:30 PM**

MINUTES

Board Members Present:

Rhea Miller, Chair, San Juan County Commissioner
Joanne Angevine, Alternate for Ken Dahlstedt, Skagit County Commissioner
Mike Ashley, Snohomish County Council
Tom Ashley, Alternate for Ed Goodridge, Stillaguamish Tribe
Dan Bilson, Chair, NSRSN Advisory Board
Andy Byrne, Alternate for Pete Kremen, Whatcom County Executive
Dolores Cavanaugh, Alternate for Della Hill, Tulalip Tribe
Dave Gossett, Alternate for Gary Nelson, Snohomish County Council
Joe Johnson, Nooksack Tribe
Susan Neely, Alternate for Kirke Sievers, Snohomish County Commissioner
Mike Shelton, Island County Commissioner
Jim Teverbaugh, Alternate for Bob Drewel, Snohomish County Executive

NSRSN Staff Members:

Chuck Benjamin, Melinda Bouldin, Marcia Gunning, Greg Long, Francene Thompson, Bill Whitlock

Guests:

Marie Jubie, Jere LaFollette, Josselyn Winslow

1. Call to Order; Introductions – Chair

Rhea Miller called the meeting to order at 1:30 PM. Introductions were made of all present. Marie Jubie was introduced as an alternate for Eileen Rosman.

2. Revisions to the Agenda – Chair

None

3. Approval of April Minutes – Chair

A motion was made and seconded to approve the April minutes as presented. Motion carried.

4. Comments & Announcements from the Chair

Chair Miller:

- Announced evaluations of the “Year of the Tribal Child” conference are now available, planning has already begun for the next conference slated for October 2002.
- Asked Sharri Dempsey to give a brief explanation of the consolidation of NSRSN,

QRT, and Ombuds brochures.

- Announced the need for two (2) more members for the Planning Committee.
- Drew attention to the 2000 Annual Report given to each Board Member.
- Drew attention to consumer art on display as entries in the Ombuds poster contest.
- Stated the fact that there is still no budget or MHD contract. RSNs are asked to sign the contract when received, for implementation July 1, 2001. Chair Miller expressed extreme reluctance to sign a contract without sufficient time to review it. The MHD is adamant that there will be no extensions offered to give RSNs time to review the contract.

5. Board Discussion – Chair

The Chair reviewed the protocols for the question:

“What is the best news you have received lately regarding mental health?”

Chair Miller feels encouraged by CMH taking leadership role in trying to put together a model program for trauma consumers.

Joe Johnson feels mental health is working. There has been too much stigma in the past, but through collaboration, the stigma is going away.

Joanne Angevine cited a study in California, which illustrates that aggressive outreach results in decreased mentally ill homeless, and mentally ill jail populations. Funding is needed to support this effort.

Marie Jubie stated that she is working on several committees, and that doctors in Marysville are interested in working on a Triage Center.

Chuck Benjamin is encouraged by the cross-system collaboration taking place, good dialogue with DDD and providers, and the development of a region-wide Children’s Policy Executive Team.

Chair Miller added that more money should go to awareness rather than treatment.

Tom Ashley celebrated the diversity of the participants at the tribal conference. The group was very receptive, there were no boundaries, and he enjoyed the collaboration and open discussions.

Andy Byrne stated that lots of people with behavioral health problems in crisis end up in jail, which is over crowded. Need to get people into timely and appropriate treatment. Whatcom county groups collaboratively funded a Behavioral Health Triage System Planning Project to study this problem and not jump in to a poorly planned triage center. This group will produce a report, and the hope is to develop a triage center.

Mike Shelton spoke with his colleagues about the deplorable CMH facility in Coupeville, and as a result got \$750,000 bloc grant to design a new mental health facility in Island County. Things are looking up.

6. Comments from the Public

Josselyn Winslow shared her disappointment in the new WAC, specifically lack of supports offered to those with dementia who fall between the cracks in the system. She stated the WAC doesn't talk specifically about cross-system supports.

Jeff Jamieson spoke of lack of welcoming attitude for patients and staff at CMH facilities in the past, but reports both morale and energy levels are elevated as staff is excited about the future. Enhanced services with new facilities are on the horizon. The administrative services agreement between Compass and CMH is working, so a long-term agreement has been entered into to share administrative services and executive functions. Mr. Jamieson further remarked on the art exhibit hosted by Compass Health. Consumers and staff produced all art exhibited. A fundraising "walk" for CMH was also held with raised in excess of \$13,000.

7. VOA Presentation – Karen Kipling

Ms. Kipling offered a PowerPoint presentation outlining financial setbacks encountered by the VOA, due to instable funding. Three funding scenarios were presented to the Board, whereby additional NSRSN funding was requested.

A question and answer period followed the presentation. Chair Miller and Mr. Teverbaugh thanked Ms. Kipling for the clarity of her presentation.

8. Report from the Advisory Board – Dan Bilson, Chair

Mr. Bilson reported:

- Finance Committee recommends payment of vouchers in the amount of \$1874.83, and recommends the Board of Directors fund Consumer to provider training program in the amount of \$4032. Both motions carried.
- Children's Committee reported establishment of a county level acute services team which is very effective. More coordination of services is needed.
- Ethnic Minority Committee requested a meeting be set up to discuss minority outreach. NSRSN staff will accommodate this request.
- Executive Committee requested members to review proposed policy and procedure to improve communication between the AB and NSRSN staff.
- Older Adults Committee requested working collaboratively with the NWRC. NSRSN staff will coordinate a meeting to accommodate this request.
- Activity Center Committee reported receipt of a contract for Peer Outreach and education for street outreach. A second Whatcom County contract was received for construction of additional restroom facilities.
- Karen Kipling provided a PowerPoint presentation outlining financial challenges being faced by the VOA, and gave three possible solutions to the problem. The AB recommends the BOD approve a carve out to accommodate scenario #1 as outlined in the presentation.
- San Juan, Skagit, Whatcom and Snohomish counties gave brief reports on current activities. New member Jack Bilsborough from Snohomish County was welcomed.
- The June AB meeting will be held at the VOA with visitations scheduled prior to the meeting.
- A committee consolidation/restructuring meeting was held following the regular meeting.

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

No report

10. Report from Planning Committee – Ward Nelson, Chair

In Mr. Nelson's absence, Greg Long reported that the Committee met on May 22, 2001. Work groups were established in the areas of Enhanced Case Management, Homelessness, and Housing. The groups will report back at future Board meetings.

11. Report from QMOC Committee – Andy Byrne, Chair

Andy Byrne reported that the QMOC had met on May 16, 2001. The meeting was well attended and the group highly participatory. It was decided meetings should be held monthly, as the alternate month method did not work. The group heard informational reports regarding the Quality Management Plan 2000, 7.01 Plan, and VOA's presentation regarding their funding challenges. The QMOC recommends maintaining the current level of service and stable funding for the VOA.

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

Mr. Benjamin reported briefly on the following:

- RFQ 01-01 Children's Crisis Residential Center has been awarded to Compass Health.
- RFQ 01-02 (a) Adolescent Residential MICA Program: One submission received, and is currently being reviewed.
- CHAP payback of \$50,000 has been sent to APN. NSRSN is looking forward to discussing and providing technical assistance regarding APN's Corrective Action Plan. Mr. Benjamin stressed this is not a question of quality, rather one of under utilization.
- Sharri Dempsey and Melinda Bouldin continue to work very hard in meeting the Advisory Board needs.
- Darrell Heiner and Marcia Gunning continue working with APN regarding Inpatient Reconciliation, where irregularities in claims are being found.
- Several staff involved in IV E Waiver discussions with DCFS
- Greg Long and Diana Striplin continue their work with the Sexual Minority Work Group and coordination of regional trainings with DASA
- Francene Thompson continues her work with DSHS on the "No Wrong Door" issue, as well as working with APN on the DMIO policy. She is reviewing the MHD response to JLARC on outcome measures.
- Many staff continue to work on revision of the LOC Manual. Consumer, family, advocate and provider feedback is being solicited.
- Ombuds and QRT remain very busy
- His participation in DCFS interviews
- His strong written response to MHD in regard to liquidated damages assessed NSRSN
- Upcoming Resource Management Focus Group meeting on June 4th
- His involvement in the Children's Policy Executive Team and his honor in being chosen Chair.

- Planning Committee discussion of enhanced case management, housing, homelessness
- Evaluation forms available for the “Year of the Tribal Child” conference; planning has already begun for October 2002.
- Marcia Gunning and the Management Team continue to work very hard on evaluating, interpreting and responding to the Revised WACs and the proposed MHD/RSN contract. Marcia testified on May 22nd on funding and WSH bed allocations
- VOA emergency funding
- Collaborative plan to address IS/IT needs in light of BDS’ going out of business.
- Poster Contest being sponsored by Ombuds.
- In addition to offering support on all projects listed above, NSRSN support staff are working on finalizing the central filing system for the agency
- May send letter to Karl Brimner asking for three-month extension on current contract to allow time for review of the new contract before implementation.

13. Financial Report – Bill Whitlock

Mr. Whitlock provided the group with handouts which outlined the agency’s financial activity for the previous month. He stated his endorsement of the funding formula being added to the WAC. Mr. Whitlock reported the Finance Committee made to recommendations for Emergency Action. Joanne Angevine read:

Emergency Action Item #01-032: To authorize the NSRSN Executive Director to enter into Contract NSRSN-VOA-MC, Amendment 2 between NSRSN and Volunteers of America by increasing funding to VOA for the month of June 2001 by \$20,000 as shown in the modified Financial Provisions Consideration and Reimbursement section as follows:

Funding Source	6/1/01 – 6/30/01
PHP Carve out	\$43,248
PHP Carve out – IS Distribution	784
Interest Fund Balance	<u>20,000</u>
<i>Total Estimated Funding:</i>	\$64,032

Moved, seconded and approved

Ms. Angevine read IN-015 which was amended and moved to Action Item #01-033.

Motion #01-033 To introduce Contract NSRSN-VOA-MC, Amendment 2, between NSRSN and Volunteers of America, extending the current contract for Outcome-Based Integrated Crisis Line, Crisis Triage and Crisis Outreach Dispatch Services for 6 months, through December 31, 2001. Consideration for this 6-month extension shall be \$ 348,193.

Moved seconded and approved

14. Consent Agenda – Chuck Benjamin, Executive Director

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

Motion #01-028 To review and approve NSRSN claims paid from April 1, 2001 to April 30, 2001. Total dollar amount of warrants paid in April 2001 \$3,004,502.49. Total April payroll of \$72,209.83 and associated benefits in the amount of \$31,883.10.

A motion was made and seconded to approve the Consent Agenda. Motion carried.

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

Motion #01-029 To authorize NSRSN Executive Director to enter into Contract NSRSN – Island 99-01, Amendment 1, between the NSRSN and Island County for co-occurring disorder services in Island County effective May 1, 2001. Maximum consideration shall not exceed \$12,085.

Moved, seconded, all in favor, motion carried.

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

Motion #01-030 To authorize NSRSN Executive Director to enter into contract NSRN PCI USER 01 with PCI Software Inc. for Timeshare, User License and Software Support Services, effective July 1, 2001 through June 30, 2002. Maximum consideration is unknown at this time. *It was noted the sunset date originally listed in the motion was incorrect.*

Moved, seconded, all in favor, motion carried.

Motion #01-031 To authorize NSRSN Executive Director to enter into contract NSRSN VOA DD Crisis 01 with Volunteers of America for enhanced Crisis Line/Triage services to individuals with developmental disabilities and mental illness, effective May 1, through June 31, 2001. Maximum consideration shall not exceed \$11,670. *It was noted the sunset date originally listed in the motion was incorrect.*

Moved, seconded, all if favor, motion carried.

17. Motions Not Yet Reviewed by the Advisory Board – Rhea Miller, Chair

Chair Miller announced the following introduction items:

Motion #IN-012 To authorize NSRSN Executive Director to enter into the 2001-2003 Biennium Integrated Mental Health Inpatient/Outpatient Contract with DSHS-Mental Health Division, effective July 1, 2001 through June 30, 2003.

Motion #IN-013 To introduce Contract NSRSN-APN-99-01, Amendment 7, between NSRSN and Associated Provider Network, extending the current managed care, full risk contract for Outcome-Based Community Mental Health Program Services contract for 6 months, through December 31, 2001. Consideration for this 6-month extension shall be as described in attached Exhibit G-7.

Motion #IN-014 To introduce Contract NSRSN-SEAMAR-99-01, Amendment 2, between NSRSN and Seamar, extending the current contract for Outcome-Based Community Mental Health Program Services specifically addressing the mental health needs of our Hispanic population for 6 months, through December 31, 2001. Consideration for this 6-month extension shall be \$254,940.

Motion #IN-016 To introduce Contract NSRSN-Island-99-01, Amendment 2, between the NSRSN and Island County, extending the current contract County for Administration, planning, local oversight, MICA, etc., services for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$28,021. Maximum consideration shall not exceed \$140,106.

Motion #IN-017 To introduce Contract NSRSN-San Juan-99-02, Amendment 1, between the NSRSN and San Juan County, extending the current contract for Administration, planning, local oversight services, etc., for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$25,000. Maximum consideration shall not exceed \$125,000.

Motion #IN-018 To introduce Contract NSRSN-Skagit-99-03, Amendment 2, between the NSRSN and Skagit County, extending the current contract for Administration, planning, local oversight, MICA services, etc., for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$39,757. Maximum consideration shall not exceed \$198,782.

Motion #IN-019 To introduce Contract NSRSN-Snohomish-99-04, Amendment 2 between the NSRSN and Snohomish County, extending the current contract for:

- Administration, planning, local oversight, etc., services
- Snohomish County ITA Services
- Snohomish County QA Utilization/Clinical Support/Services
- Snohomish Evaluation and Treatment Facility Loan and Maintenance
- Federal Block Grant Services – Community Team for Children
- MICA Services – July 1-December 31, 2001 only

for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$625,303. Maximum consideration shall not exceed \$3,037,028.50.

Motion #IN-020 To introduce Contract NSRSN-Whatcom-99-05, Amendment 2, between the NSRSN and Whatcom County, extending the current contract for Administration, planning, local oversight, etc., services for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$69,158. Maximum consideration shall not exceed \$345,785.

Motion #IN-021 To introduce Contract NSRSN-Rehabco-PS-01, between the NSRSN and Rehabco, Inc. for Office Cleaning/Janitorial Services, effective July 1, 2001 through June 30, 2003. Maximum consideration shall not exceed \$11,544.

Motion #IN-022 To authorize the NSRSN Executive Director to enter into contract between the Mental Health Division and NSRSN for the ongoing implementation of SSB-5011 Dangerous Mentally Ill Offenders, effective July 1, 2001 through June 30, 2003.

Motion #IN-023 To authorize the NSRSN Executive Director to enter into contract #NSRSN-APN-MIO-01 effective July 1, 2001 through June 30, 2003.

Motion #IN-024 To authorize the NSRSN Executive Director to enter into contract #NSRSN-SEA MAR-MIO-01 effective July 1, 2000 through June 30, 2001.

Motion #IN-025 To introduce contract #NSRSN-Tulalip-TT-FBG-01 between NSRSN and Tulalip Tribes for Traditional Healing Mental Health Services effective July 1, 2001 through June 30, 2003. Maximum consideration shall not exceed \$163,680 in Federal Block Grant Funds.

17. Executive Session

There was none.

18. Reconvene / Public Comment

There was none

19. Adjournment

Chair Miller adjourned the meeting at 3:10 p.m.

Respectfully submitted,

Melinda Bouldin

MEMORANDUM

REVISED

DATE: May 30, 2001

TO: NSRSN Advisory Board

FROM: Marcia Gunning
Contracts Compliance & Financial Services Manager

RE: June 28, 2001 NSRSN Board of Director's Agenda

Please find for your review and comment the following that will be discussed with the Board of Directors brought forth at the June 28, 2001 NSRSN Board Meeting.

CONSENT AGENDA

1. To authorize NSRSN Executive Director to enter into contract NSRSN-APN-DDD Crisis-01, Amendment 1 with the Associated Provider Network. This amendment provides APN with \$6,000 to purchase two lap top computers for MH/DDD Prescribers in order to enhance crisis services to individuals with developmental disabilities and mental illness. Maximum consideration of this amendment is \$6,000. Maximum consideration of this contract is \$73,206.32.

DDD contract with NSRSN included \$6,000 for crisis response services support needs. It was the original intent of DDD that these dollars be used to purchase two lap top computers for MHD/DDD Prescribers. This amendment delegates the dollars to APN to purchase and provide the lap top computers to the appropriate staff.

ACTION ITEMS

1. To authorize NSRSN Executive Director to enter into the 1999-2001 Biennium Integrated Mental Health Inpatient/Outpatient Contract Amendment, extending the current contract with DSHS-Mental Health Division, to August 31, 2001.

~~To authorize NSRSN Executive Director to enter into the 2001-2003 Biennium Integrated Mental Health Inpatient/Outpatient Contract with DSHS-Mental Health Division, effective July 1, 2001 through June 30, 2003.~~

MHD has informed the RSN's that they will be extending the current RSN/MHD contracts through the end of August, 2001. All service expectations and funding remain unchanged. MHD has presented the RSN's with a "final" draft of the 2001-2003 Biennium Contract. NSRSN is currently reviewing.

2. To authorize NSRSN Executive Director to enter into Contract NSRSN-APN-99-01, Amendment 7, between NSRSN and Associated Provider Network, extending the current managed care, full risk contract for Outcome-Based Community Mental Health Program Services contract for 6 months, through December 31, 2001. Consideration for this 6-month extension shall be as described in attached Exhibit G-7.

3. To authorize NSRSN Executive Director to enter into Contract NSRSN-SEAMAR-99-01, Amendment 2, between NSRSN and Seamar, extending the current contract for Outcome-Based Community Mental Health Program Services specifically addressing the mental health needs of our Hispanic population for 6 months, through December 31, 2001. Consideration for this 6-month extension shall be \$254,940.
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6. To authorize NSRSN Executive Director to enter into Contract NSRSN-Skagit-99-03, Amendment 2, between the NSRSN and Skagit County, extending the current contract for Administration, planning, local oversight, MICA services, etc., for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$39,757. Maximum consideration shall not exceed \$198,782.
7. To authorize NSRSN Executive Director to enter into Contract NSRSN-Snohomish-99-04, Amendment 2 between the NSRSN and Snohomish County, extending the current contract for:
 - Administration, planning, local oversight, etc., services
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 - Snohomish County QA Utilization/Clinical Support/Services
 - Snohomish Evaluation and Treatment Facility Loan and Maintenance
 - Federal Block Grant Services – Community Team for Children
 - MICA Services – July 1-December 31, 2001 only
 for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$625,303. Maximum consideration shall not exceed \$3,037,028.50.
8. To authorize NSRSN Executive Director to enter into Contract NSRSN-Whatcom-99-05, Amendment 2, between the NSRSN and Whatcom County, extending the current contract for Administration, planning, local oversight, etc., services for 6 months, through December 31, 2001. Consideration for this 6-month period shall not exceed \$69,158. Maximum consideration shall not exceed \$289,810.
9. To authorize NSRSN Executive Director to enter into Contract NSRSN-Rehabco-PS-01, between the NSRSN and Rehabco, Inc. for Office Cleaning/Janitorial Services, effective July 1, 2001 through June 30, 2003. Maximum consideration shall not exceed \$11, 544.

Current contract with Rehabco, Inc. sunsets June 30, 2001. Janitorial and Office Cleaning Services are performed by consumers. This agreement purchases these services according to the following fee schedule:

- *July 1, 2001 to June 30, 2002:
\$475.00 per month
Maximum consideration shall not exceed \$5,700.00.*
- *July 1, 2002 to June 30, 2003: A 2.5% vendor rate increase shall take effect:
\$487.00 per month.*

Maximum consideration shall not exceed \$5,844.00

11. To authorize NSRSN Executive Director to enter into contract NSRSN-Tulalip-TT-FBG-01 between NSRSN and Tulalip Tribes for Traditional Healing Mental Health Services effective July 1, 2001 through June 30, 2003. Maximum consideration shall not exceed \$163,680 in Federal Block Grant Funds.

Current contract with Tulalip Tribes sunsets on June 30, 2001. This contract will continue to fund Tulalip Tribes Traditional Healing Program for two years.

12. To authorize NSRSN Executive Director to enter into the NSRSN Executive Director to enter into contract between the Mental Health Division and NSRSN for the ongoing implementation of SSB-5011 Dangerous Mentally Ill Offenders, effective July 1, 2001 through June 30, 2003.

Placeholder. *NSRSN entered into a contract with MHD for these services on July 1, 2000. This agreement sunsets June 30, 2001. RSN's have repeatedly requested that MHD remove the DMIO requirements from the 2001-2003 Biennium contracts and contract separately. This introduction item is in anticipation that MHD has followed through on RSN's recommendations. Payments are based on a capitated "fee for service" method: \$6,000 per DMIO for outreach and planning that is to begin 3 months prior to their release and first 3 months of service; and \$700 Medicaid, \$900 Non-Medicaid for each month DMIO is receiving services after the initial 6 month payment for up to 54 months.*

13. To authorize NSRSN Executive Director to enter into the NSRSN Executive Director to enter into contract #NSRSN-APN-MIO-01 effective July 1, 2001 through June 30, 2003.

Placeholder. *This contract requires APN to perform specific elements of the contract between MHD and NSRSN, which continues to implement the Dangerous Mentally Ill Offender Legislation, Chapter 214, Laws 1999 (SSB 5011). Payments are based on a capitated "fee for service" method: \$5,715 per DMIO for outreach and planning that is to begin 3 months prior to their release and first 3 months of service; and \$667 Medicaid, \$857 Non-Medicaid for each month DMIO is receiving services after the initial 6 month payment for up to 54 months.*

14. To authorize the NSRSN Executive Director to enter into contract #NSRSN-SEA MAR-MIO-01 effective July 1, 2000 through June 30, 2001.

Placeholder. *This contract requires Seamar to perform specific elements of the contract between MHD and NSRSN, which continues to implement the Dangerous Mentally Ill Offender Legislation, Chapter 214, Laws 1999 (SSB 5011).). Payments are based on a capitated "fee for service" method: \$5,715 per DMIO for outreach and planning that is to begin 3 months prior to their release and first 3 months of service; and \$667 Medicaid, \$857 Non-Medicaid for each month DMIO is receiving services after the initial 6 month payment for up to 54 months.*

ITEMS NOT YET REVIEWED BY THE ADVISORY BOARD

1. To introduce request for NSRSN Board of Directors to allocate \$4,032 from the NSRSN Inpatient Savings Designated Fund Balance-Consumer Projects for two consumers to complete the Consumer-To-Provider Training Program. Total funding request per consumer = \$2,016. Maximum consideration would not exceed \$4,032.

This program provides intensive training at Tacoma Community College to mental health consumers throughout the State. Two consumers from the NSRSN have been selected to participate this quarter. The students complete a 300-hour field placement after completion of

the course-work. The NSRSN is being asked to fund the field study at \$6.72 per hour for the 300 hours.

2. To introduce Contract #NSRSN-SEAMAR Visions-MICA-01 between North sound Regional Support Network and Sea Mar Community Health Centers for Adolescent/Youth Co-occurring Residential Recovery Program Services.

NSRSN published RFQ #01-02 (A) and had one respondent – Sea Mar Community Health Center - Visions. A review by NSRSN Management determined that this Response met all requirements stipulated in the RFQ. Attached is the Draft contract for the prescribed services currently in negotiations with Sea Mar – Visions.

3. To introduce professional services contract NSRSN-MCCP-ITS-01 between the North Sound Regional Support Network and MCCP, Consulting Group for consultation and facilitation services with regards to Information Technology Services and NSRSN Children's Executive Council. Maximum consideration shall not exceed \$_____.

Dale Jarvis has been working with APN on the review, analysis and processes required during APN's search for software. With the closure of BDS/PCI, the NSRSN is taking the lead on facilitating the process and timeline required to select and transition to new software over the next 12 months. This contract purchases the ongoing assistance of Dale Jarvis during this process, as well as facilitation services performed by Barbara Maurer at NSRSN's Children Executive Council.

4. To authorize NSRSN Executive Director to enter into the 2001-2003 Biennium Integrated Mental Health Inpatient/Outpatient Contract with DSHS-Mental Health Division, effective September 1, 2001 through June 30, 2003.

MHD has presented the RSN's with a "final" draft of the 2001-2003 Biennium Contract. NSRSN is currently reviewing.

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-APN-DDD-Crisis-01
Amendment (1)**

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

1. Maximum consideration shall be increased by \$6,000 to purchase two lap top computers for MH/DDD Prescribers in order to enhance crisis services to individuals with developmental disabilities and mental illness. Maximum consideration of this contract is \$73,206.32.

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

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

NORTH SOUND REGIONAL SUPPORT
NETWORK

ASSOCIATED PROVIDER NETWORK

Charles R. Benjamin, Date
Executive Director

Jere Lafollette, Date
Executive Director

Approved as to Form for NSRSN:
Basic Form approved by Eugene H. Knapp, Jr. 9/22/99
Attorney at Law Date

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-APN-99-10-01
Amendment (7)**

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

1. Effective dates of all Exhibits and Addendums shall be extended for 6 months, through December 31, 2001.
2. Exhibit G (6) shall be replaced by attached Amended Exhibit G (7)

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-APN-99-10-01 THROUGH AMENDMENT SEVEN (7) ARE INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

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

NORTH SOUND REGIONAL SUPPORT
NETWORK

ASSOCIATED PROVIDER NETWORK

Charles R. Benjamin Date
Executive Director

Jere LaFollette Date
Executive Director

EXHIBIT G (7)

NORTH SOUND REGIONAL SUPPORT NETWORK APN ESTIMATED CONTRACT FUNDING

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

1. PHP Funding

The RSN/PHP Title XIX funding from the State of Washington which the NSRSN is entitled to receive based on Medicaid recipients. Said amount shall vary monthly based on Medicaid rates, Service Area Population by type of Eligible Recipient, and the State of Washington's capitated consolidated calculation. Funding is based on the estimated PHP Title XIX Upper Payment Limit Payment 7/1/99 through 6/30/2001 AND 7/1/2001 through 12/31/2001, less estimated State Consolidated Funds not required for Federal Title XIX Match, which amounts to approximately \$64,892,616 7/1/99 through 6/30/01 less NSRSN Board carve-outs AND \$21,403,977 July 1 2001 through 12/31/2001, less inpatient expenses and NSRSN Board carve-outs.

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

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

3. Federal Block Grant Funding

The Contractor shall provide medically necessary community mental health program services for the chronically mentally ill, severely emotionally disturbed and seriously disturbed adults, youth/children who are at risk for hospitalization, jail, losing their homes or access to basic human needs and not eligible for Medicaid. Maximum consideration shall not exceed \$800,342.50.

4. Inpatient Savings – 7/1/99 through 6/30/2001

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

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

5. NSRSN Carveout – CHAP Services

NSRSN shall purchase Children's Hospital Alternative Program Services for 43 children per month as described required in Exhibit I of this Agreement for a nine (9) month period of time at \$1,339.00 per month per child. Effective March 1, 2000 NSRSN shall purchase Children's Hospital Alternative Program Services for 43 children per month as described required in Exhibit I-A of this Agreement for a twenty one (21) month period of time at \$1,339.00 per month per child. Total payment to Contractor for the 30-month period shall not exceed \$1,727,302.

6. NSRSN Reserves

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

- 85% of the interest accrued on accumulated Inpatient Savings funds (at 6/30/99) and Unreserved Undesignated Fund Balance (at 6/30/99) shall be paid out to Contractor in 24 equal monthly payments,
- 100% of Unreserved Undesignated fund balance at 12/31/98 less 1999 Adopted Budget Allocation (\$306,573 - \$34,260) shall be paid out to Contractor in 24 equal monthly payments.
- 50% of unreserved undesignated Fund Balance at 12/30/00 shall be paid in 6 equal monthly installments(\$80,812).

7. SAMSHA Grant No 1 KD1 Funds

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

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

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

APN ESTIMATED FUNDING TABLE
7/1/1999 – 12/31/01

DESCRIPTION	1999-2001 ANNUALIZED ESTIMATED \$	TOTAL ESTIMATE BIENNIAL \$	Total Estimate 7/1/01 thru 12/31/01
NSRSN PHP Outpatient:			
1. Estimated PHP/Title 19 Payment	31,366,308	62,732,616	21,403,977
2. Estimate State Consolidated Funds not required for Fed Match	<u>1,080,000</u>	<u>2,160,000</u>	<u>0</u>
Sub Total Estimated PHP Funding	32,446,308	64,892,616	21,403,977
Estimated Inpatient Expenses			<u>2,310,000</u>
Total Estimated Capitated Payment			19,093,977
Additional Funding			
1. Federal Block Grant	523,135	1,046,271	261,567
2. Designated Reserves:			
. Inpatient Savings – 85% estimated Fund Balance at 6/30/99	526,073	1,836,000	
. Inpatient Savings – 85% Monthly Estimated Payment	918,000	1,052,147	
3. SAMSHA Grant (At risk Older Adults)	13,266	13,266	0

DESCRIPTION	1999-2001 ANNUALIZED ESTIMATED \$	TOTAL ESTIMATE BIENNIAL \$	Total Estimate 7/1/01 thru 12/31/01
4. Unreserved Undesignated Reserves			
. Unreserved Undesignated Fund Balance – 100% of estimate	136,156	272,313	
NSRSN Undesignated Fund balance at 12/31/98 less 1999	27,444	54,880	
Budget allocation.			
. Interest Earned – 85% Estimated Accumulated Interest			80,865
Earned from NSRSN Undesignated Fund Balance and			
Inpatient Savings at 6/30/99			
. Unreserved Undesignated Fund Balance			
Total Estimated Additional Funding	2,144,074	4,274,877	342,432
Total Estimated NSRSN Funding	34,590,382	69,167,493	19,436,409
Estimated NSRSN/PHP Carve-outs			
1. NSRSN Operating Budget - 4.75% County Payments from NSRSN Operating Budget (annual):	1,698,584	3,528,546	845,556
Island \$13,064			
San Juan \$47,492			
Skagit \$18,064			
Snohomish \$50,000			
Whatcom \$ -0-			
2. MIS	93,050	186,099	46,525
BDS	11,656	23,312	5,858
SeaMar	9,409	18,818	4,705
VOA	<u>130,735</u>	<u>261,469</u>	<u>65,367</u>
APN			
Total MIS	244,850	489,698	122,455
3. Snohomish Co. Crisis ITA	639,003	1,278,006	319,502
4. Snohomish Co. E & T Loan and Maintenance	71,175	142,350	35,588
5. VOA Triage/Care Crisis Response	518,976	1,037,952	343,488
6. Snohomish Co. CMH, QA Utilization/Clinical Service	362,429	724,858	181,214
7. San Juan Co. CMH	2,508	5,016	1,254
8. Island Co. CMH	36,924	73,848	18,462
9. Skagit Co. CMH	41,521	83,042	20,761
10. Whatcom Co. CMH	93,642	187,284	46,821
11. .Department of Vocational Rehabilitation (APN Allocation Request)	129,300	258,600	64,650
12. Sedro Woolley E & T Lease	81,880	171,294	42,823

DESCRIPTION	1999-2001 ANNUALIZED ESTIMATED \$	TOTAL ESTIMATE BIENNIAL \$	Total Estimate 7/1/01 thru 12/31/01
13. CHAP Services (43 served mos x \$1,339)	690,924	1,381,848	345,462
14. Board Designated Mental Health Services Projects: 7/1/99-6/30/01 7/1/01 – 12/31/01	125,000	250,000	62,500
Island \$ 12,085 3,021			
San Juan \$ 2,517 629			
Skagit \$ 39,855 9,964			
Snohomish \$142,817 35,704			
Whatcom \$ 52,726 13,182			
15. SEA MAR	471,240	942,480	235,620
Total NSRSN/PHP Carve-outs	5,207,956	10,554,822	2,686,156
Carve-out Payments to APN			
CHAP Services - July 1, 1999 – September 30, 1999	172,731	172,731	345,462
- October 1, 1999 – December 31, 1999	172,731	172,731	
- January 1, 2000 – March 31, 2000	172,731	172,731	
- April 1, 2000 - December 31, 2000	<u>172,731</u>	518,193	
- January 1, 2001 – June 30, 2001		<u>345,462</u>	
- July 1, 2001 – December 31, 2001	690,924	1,381,848	
Total			
MIS Carveout Allocation	130,734.50	261,469	65,367
Total Carveout Payments to APN	821,658.50	1,643,317	410,829
<i>Estimated Federal Block Grant Carve-outs</i>			
1. SEA MAR – Whatcom, Skagit	26,984	53,968	13,492
2. Tulalip Tribes	81,840	163,680	40,920
3. Snohomish County – Community Team for Children	66,000	132,000	33,000
4. Whatcom County – Geriatric Peer Support	18,309	36,618	9,155
Total FBG Carve-outs	193,133	386,266	96,567
Estimated APN Payment	30,010,952	59,869,722	17,064,515
Average Monthly APN Payment	2,500,913		2,844,086

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-SEAMAR-99
Amendment (2)**

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

- 1. **Term.** The effective dates shall be extended for 6 months, through December 31, 2001.
- 2. **The Financial Provisions – Consideration and Reimbursement Requirements.** This section shall be modified as follows:

The consideration to be paid by the NSRSN for the work to be provided by CONTRACTOR pursuant to this Agreement shall be as follows:

Monthly Payment	Funding Source	Maximum Consideration
\$39,270.00	PHP Carveout	\$1,178,100.00
971.33	PHP Carveout-IS Distribution	29,139.90
<u>2,248.67</u>	Federal Block Grant	<u>67,460.10</u>
\$42,490.00		\$1,274,700.00

- 3. **Maximum consideration** of this Amendment shall not exceed \$254,940.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-SEAMAR-99 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

SEAMAR

Merle Adrian, Executive Director Date

Authorized Signature Date

(Name of Authorized Signature Above – print or type)

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

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

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

1. The terms of the above referenced contract shall be extended 6 months, through December 31, 2001.
2. Attachment I-A shall be replaced by attached Amended Attachment I-B, attached.
3. Maximum consideration of this amendment shall not exceed \$28,021. Total Maximum consideration of Contract shall not exceed \$140,106.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-ISLAND-99-01 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

ISLAND COUNTY

Charles R. Benjamin, Executive Director Date

Authorized Signature Date

(Name of Authorized Signature Above – print or type)

ATTACHMENT I-B

NORTH SOUND REGIONAL SUPPORT NETWORK

ISLAND COUNTY BUDGET

REVENUE:

Administration, Development & Planning

Mica Services

\$ 92,310 PHP Carveout

32,690 RSN Admin Reserves

15,106 PHP Carveout

\$140,106 Total Revenues

EXPENDITURE:

Administration, Development & Planning

\$140,106 Total Expenditures

NORTH SOUND REGIONAL SUPPORT NETWORK CONTRACT AMENDMENT

CONTRACT NO. NSRSN-SAN JUAN 99-02 Amendment (1)

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

4. The terms of the above referenced contract shall be extended 6 months, through December 31, 2001.
5. Attachment I-A shall be replaced by attached Amended Attachment I-A, attached.
6. Maximum consideration of this amendment shall not exceed \$25,000. Total Maximum consideration of Contract shall not exceed \$125,000.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-SAN JUAN-99-02 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

SAN JUAN COUNTY

_____ Date
Charles R. Benjamin, Executive Director

_____ Date
Authorized Signature

(Name of Authorized Signature Above – print or type)

ATTACHMENT I-A

NORTH SOUND REGIONAL SUPPORT NETWORK

SAN JUAN COUNTY BUDGET

REVENUE:

Administration, Development & Planning

\$ 6,270 PHP Carveout

118,730 RSN Admin

\$125,000 Total Revenues

EXPENDITURE:

Administration, Development & Planning

\$125,000 Total Expenditures

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-SKAGIT-99-03
Amendment (2)**

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

- 7. The terms of the above referenced contract shall be extended 6 months, through December 31, 2001.
- 8.
- 9. Attachment I-A shall be replaced by attached Amended Attachment I-B, attached.
- 10. Maximum consideration of this amendment shall not exceed \$39,757. Total Maximum consideration of Contract shall not exceed \$198,782.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-SKAGIT-99-03 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

_____ Date
Charles R. Benjamin, Executive Director

_____ Date
Authorized Signature

(Name of Authorized Signature Above – print or type)

ATTACHMENT I - B

NORTH SOUND REGIONAL SUPPORT NETWORK

SKAGIT COUNTY BUDGET

REVENUE:

Administration, Development & Planning	\$116,273	PHP Carveout
	32,690	RSN Admin Reserves
MICA Services - Skagit	<u>49,819</u>	PHP Carveout
	\$198,782	Total Revenues

EXPENDITURE:

Administration, Development & Planning	\$148,963
MICA Program – Direct Services	<u>49,819</u>
	\$198,782 Total Expenditures

**NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT**

**CONTRACT NO. NSRSN-SNOHOMISH-99-04
Amendment (2)**

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

11. The terms of the above referenced contract shall be extended 6 months, through December 31, 2001
12. Attachment I-A shall be replaced by attached Amended Attachment I-B, attached.
13. Maximum consideration of this amendment shall not exceed \$625,303. Total Maximum consideration of Contract shall not exceed \$3,072,733.

ALL TERMS AND CONDITIONS OF PERFORMANCE OUTLINED IN CONTRACT NO. NSRSN-SNOHOMISH-99-04 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

Robert Drewel, County Executive Date

ATTACHMENT I-B

NORTH SOUND REGIONAL SUPPORT NETWORK

SNOHOMISH COUNTY BUDGET

REVENUE:

Administration, Development & Planning	\$ 125,000	RSN Admin
Involuntary Crisis Services	1,597,508	PHP Carveout
E & T Mortgage and Maintenance	177,938	PHP Carveout
Resource Management & Support	906,072	PHP Carveout
MICA Services	35,704	PHP carveout
Federal Block Grant Services	165,000	FBG
Voluntary Inpatient Savings Services	3,511	Sno VIP Saving Reserve
Interest Earned 2000	<u>62,000</u>	Unreserved Designated Fund Balance Interest
	\$3,072,733	Total Revenues

EXPENDITURE:

Administration, Development & Planning	\$ 125,000	
Involuntary Crisis Services	1,659,508	
E & T Mortgage and Maintenance	177,938	
Utilization/Clinical Services & Support	906,072	
MICA Services	35,704	
Federal Block Grant Services – Community Team for Children	165,000	
Voluntary Inpatient Savings Services	<u>3,511</u>	
	\$3,072,733	Total Expenditures

ATTACHMENT 1-B

NORTH SOUND REGIONAL SUPPORT NETWORK

WHATCOM COUNTY BUDGET

REVENUE:

Administration, Development & Planning	\$234,105	PHP Carveout
Federal Block Grant Services	45,772.50	FBG
Co-occurring Disorder Program	<u>65,907.50</u>	PHP Carveout
	\$345,785	Total Revenues

EXPENDITURE:

Administration, Development & Planning	\$234,105	
Federal Block Grant Services	45,772.50	
Co-occurring Disorder Program	<u>65,907.50</u>	
	\$289,810	Total Expenditures

**NORTHSOUND REGIONAL SUPPORT NETWORK
AND
REHABCO SKAGIT, INC.**

CONTRACT #NSRSN-REHABCO-PS-01

THIS CONTRACT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN ("NSRSN"), 117 North First Street, Suite 8, Mount Vernon, Washington 98273, and REHABCO SKAGIT, INC. ("CONTRACTOR"), 117 North First Street, Suite 20, Mount Vernon, Washington 98273.

WHEREAS THE NSRSN the NSRSN requires janitorial services for their offices located at 117 North First Street, Mount Vernon, WA AND WHEREAS Rehabco Skagit, Inc. employs and trains mentally ill disabled adults to provide professional cleaning services IT IS THE PURPOSE OF THIS AGREEMENT for the NSRSN to contract with Rehabco Skagit, Inc. for professional cleaning services.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. Terms and Conditions

- A. Term. This Agreement shall take effect July 1, 2001 and shall continue in full force and effect through June 30, 2003.
- B. Termination. Either party for any reason may terminate this Agreement in whole or in part by giving 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.
 - 2. Breach. Either party may terminate this Agreement for any breach. 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-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, conflict of interest laws, and RCW 46.25; 46.29,71; 46.30; 46.32 and 46.72 to the extent applicable.
- 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 assume the risk of, be liable for, and pay all damages, costs and expenses of NSRSN, its officers, officials and employees arising out of the performance of this Agreement, except to the extent caused by the negligence and/or willful misconduct of NSRSN. Contractor shall hold harmless, defend and indemnify NSRSN against all claims, losses, suits, costs, counsel fees, damages, or judgments or decrees by reason of damage to any property or business and/or any death, injury or disability to any person arising, directly or indirectly, by contract or any act, error or omission of Contractor (including Contractor's employees, agents, participants and volunteers). Contractor shall also indemnify NSRSN against injury to or claim brought by Contractor's employees.

G. Resolution of Disputes.

1. The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies, which may arise under this Agreement and therefore establish this dispute resolution procedure.
2. All claims, disputes and other matters in question between the parties arising out of, or relating to, this Agreement shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:
 - a) The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.
 - b) Within ten (10) working days of receipt of the written Notice of Dispute, the parties (or a designated representative) shall meet, confer, and attempt to resolve the claim within the next five working days.
 - c) The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.
 - d) Arbitration. If the claim is not resolved, the parties shall proceed to arbitration as follows:
 - (1) The parties shall each select one person as arbitrator. Those two arbitrators shall agree on the selection of a third arbitrator.
 - (2) The dispute shall be promptly resolved on the basis approved by any two of the three arbitrators.
 - (3) If there is a delay of more than ten (10) days in the naming of any arbitrator, either party can ask the presiding judge of Skagit County to name any remaining arbitrator(s).
 - (4) The prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees.

The arbitrators shall determine which party, if any, is the prevailing party.

- (5) The parties agree that in the absence of fraud by one of the parties, the arbitrators' decision shall be binding, final and not appealable to any court of law.
 - (6) Unless the parties agree in writing otherwise, each unresolved claim shall be considered at an arbitration session which shall occur in Skagit County no later than thirty (30) days after the close of the meeting described in paragraph b) above.
3. The provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.
 4. Nothing contained in this Agreement shall be deemed to give the arbitrators the power to change any of the terms and conditions of this Agreement in any way.
- H. Records and Reports. Contractor shall maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. Contractor shall retain all books, records, documents and other material relevant to this Agreement for five years after its expiration and all payment for the contract have been made. The later of the two dates initiates the five-year time frame. All books, records, documents, reports and other data shall be subject to inspection, review and/or audit by NSRSN personnel or other parties authorized by NSRSN, DSHS, the Office of the State Auditor, and authorized federal officials during regular business hours and upon demand.

II. Service Expectations

Contractor shall provide the following services fully described and incorporated herein as Exhibit A:

- Professional Cleaning/Janitorial Services.

III. Compensation

- A. Consideration. NSRSN shall pay to Contractor per the following fee schedule:
- July 1, 2001 to June 30, 2002: \$475.00 per month
Maximum consideration shall not exceed \$5,700.00.
 - July 1, 2002 to June 30, 2003: A 2.5% vendor rate increase shall take effect: \$487.00 per month. Maximum consideration shall not exceed \$5,844.00
Total maximum consideration July 1, 2001 thru June 30, 2003: shall not exceed \$11,544.00
- B. Payment Procedures. Contractor shall submit an invoice no later than the fifth day of the month following the month during which services are provided. Invoices shall be sent to:

North Sound Regional Support Network
Attn.: Finance Manager
117 North First Street, Suite 8
Mount Vernon, WA 98273

IV. Miscellaneous

- A. Assignments. Neither party may assign its rights or delegate its performance hereunder to any person or entity without the prior written consent of the other party or except as expressly permitted herein.
- 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. Paragraph 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 address shown below. Notices shall be deemed served upon receipt. 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 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.

**North Sound Regional Support
Network**

Rehabco Skagit, Inc.

Date
Charles R. Benjamin Executive Director
117 N. First Street, Suite 8
Mount Vernon, WA 98273

Date
Jim King, Director
117 N. First Street, Suite 20
Mount Vernon, WA 98273

Approved as to Form for NSRSN:

Eugene H. Knapp, Jr. 6/26/97
Attorney at Law *Date*

EXHIBIT A

NORTH SOUND REGIONAL SUPPORT CLEANING REQUIREMENTS AND EXPECTATIONS

Rehabco Skagit, Inc. shall perform the following professional cleaning services on each day indicated below. When Rehabco Skagit, Inc. is unable to clean on any one of the designated days, the next business day shall be substituted.

M = Monday, T = Tuesday, W = Wednesday, TH = Thursday, F = Friday.

GENERAL CLEANING REQUIREMENTS	M	T	W	TH	F
1. Empty all trash containers, reline as needed. Replace containers in appropriate location.	X	X	X	X	
2. Empty all recycling and removes from premises.		X		X	
3. Dust office areas, including blinds and chair bottoms.				X	
4. Vacuum all carpeted areas. Include hallways, conference room, reception area and each office.	X		X		
5. Wipe down desks, conference tables, work counters, file cabinets, if cleared.		X		X	
6. Wipe down windowsills.		X			
7. Clean glass in door and window in reception area.		X			
8. Clean wall trim and ledges.				X	
9. Disinfect door knobs and phones (including fax)	X		X		
RESTROOMS	M	T	W	TH	F
1. Clean and disinfect all sinks, countertops toilets.	X	X	X	X	
2. Refill toilet tissue, toilet seat liners, paper towels, and soap, as needed.	X	X	X	X	
3. Clean mirrors and fixtures.	X	X	X	X	
4. Empty trash and change liners.	X	X	X	X	
5. Clean and disinfect floors and light switches.	X	X	X	X	
6. Clean walls, as needed.	X	X	X	X	
KITCHEN AREA	M	T	W	TH	F
1. Disinfect and clean sink.	X	X	X	X	
2. Disinfect and clean cupboard doors and countertops	X		X		
3. Rinse out and clean coffee makers and coffee carafes	X	X	X	X	

OTHER	
1. Shampoo carpets on a rotating basis by selections as designated on the attached floor plan see Exhibit A on page 7 of 7 and spot clean as requested. This will include vacuuming just prior to shampooing.	First Friday of the month
2. Clean windows (from the inside only) weekly on a rotating basis by sections as indicated on the attached floor plan.	First Tuesday of the month
3. Replace light bulbs, as needed.	

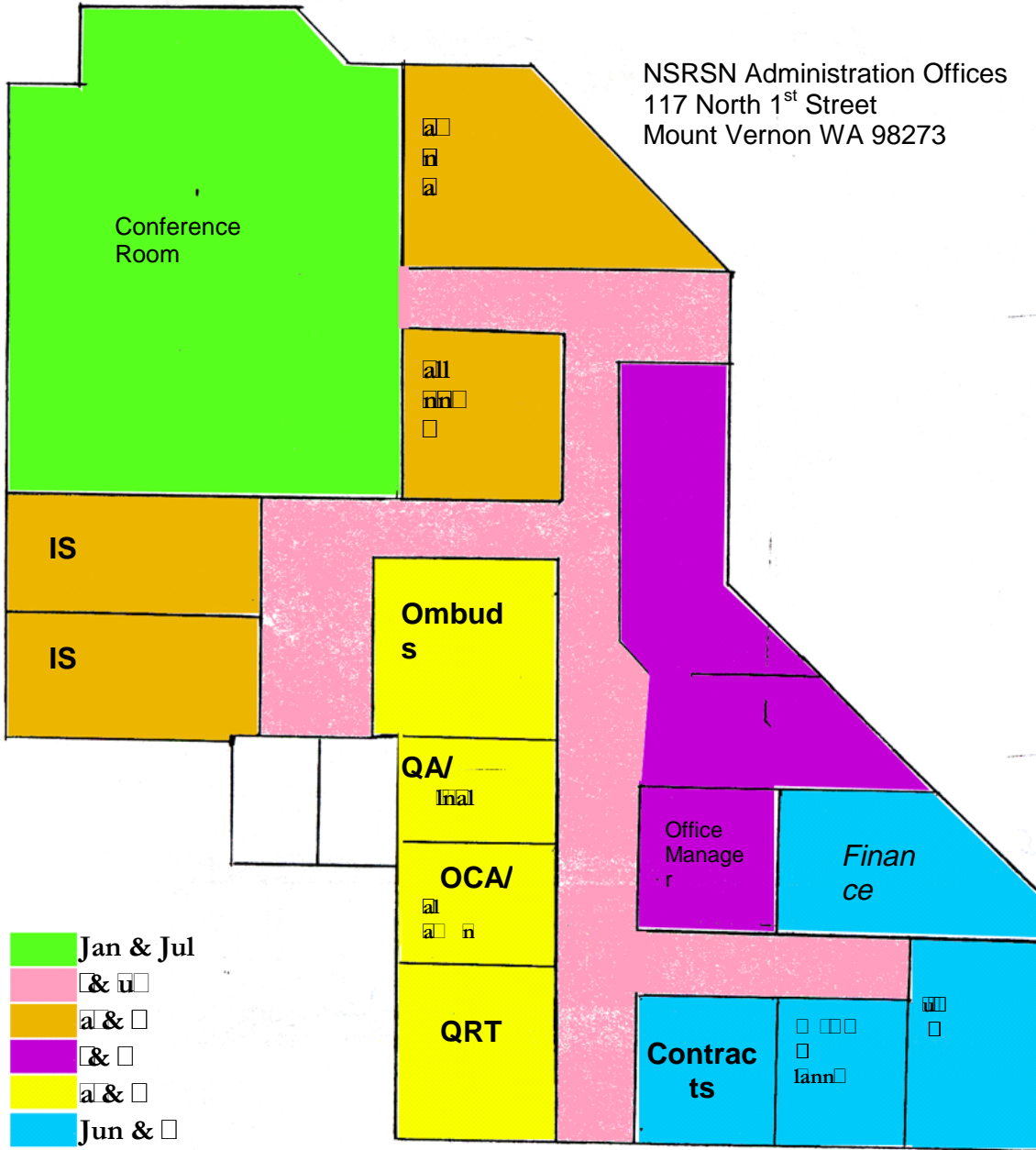
It will be the responsibility of Rehabco Skagit, Inc. to provide all office cleaning supplies and equipment not provided by the North Sound Regional Support Network. The NSRSN shall supply the following items:

- Paper Towels
- Toilet Paper
- Waste Basket Liners
- Toilet Seat Covers
- Liquid Hand Soap
- Light Bulbs
- Vacuum Cleaner
- Wet Floor Caution Sandwich Board

Maximum consideration for all services described above shall not exceed:

July 1, 2001 thru June 30, 2002	\$5,700.00
July 1, 2002 thru June 30, 2003	<u>\$5,844.00</u>
	\$11,544.00

NSRSN Administration Offices
 117 North 1st Street
 Mount Vernon WA 98273



NORTH SOUND REGIONAL SUPPORT NETWORK

PROVIDER AGREEMENT

WITH

THE TULALIP TRIBES

JULY 1, 2001 TO JUNE 30, 2003

TABLE OF CONTENTS

EXHIBITS AND ATTACHMENTS

PROVIDER AGREEMENT BETWEEN

NORTH SOUND REGIONAL SUPPORT NETWORK AND TULALIP TRIBES

CONTRACT #NSRSN-TULALIP-TT-FBG-01

THIS CONTRACT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK PREPAID HEALTH PLAN ("NSRSN"), 117 North First Street, Suite 8, Mount Vernon, Washington 98273, and TULALIP TRIBES ("CONTRACTOR"), 6700 Totem Beach Road Marysville, Washington 98271.

IT IS THE PURPOSE OF THIS AGREEMENT to purchase Native American traditional healer services.

IT IS ALSO THE PURPOSE OF THIS AGREEMENT to enhance collaboration with and make reasonable efforts to obtain and use non-clinical resources in the community to maximize services to recipients and educate the community regarding mental illness to diminish stigma.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

V. Terms and Conditions

- A. Term. This Agreement shall take effect July 1, 2001, and shall continue in full force and effect through June 30, 2003.
- B. Termination. This Agreement may be terminated in whole or in part by either party for any reason by giving 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.
 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-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, conflict of interest laws, HIPPA requirements.

- 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 assume the risk of, be liable for, and pay all damages, costs and expenses of NSRSN, its officers, officials and employees arising out of the performance of this Agreement, except to the extent caused by the negligence and/or willful misconduct of NSRSN. Contractor shall hold harmless, defend and indemnify NSRSN against all claims, losses, suits, costs, counsel fees, damages, or judgments or decrees by reason of damage to any property or business and/or any death, injury or disability to any person arising, directly or indirectly, by contract or any act, error or omission of Contractor (including Contractor's employees, agents, participants and volunteers). Contractor shall also indemnify NSRSN against injury to or claim brought by Contractor's employees.
- G. Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Contract by any Federal department or agency. If requested by DSHS, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Any Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion pertaining to the Contract shall be incorporated into the Contract by reference.
- H. Resolution of Disputes.
 - 1. The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies, which may arise under this Agreement and therefore establish this dispute resolution procedure.
 - 2. All claims, disputes and other matters in question between the parties arising out of, or relating to, this Agreement shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:
 - a) The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.
 - b) Within ten (10) working days of receipt of the written Notice of Dispute, the parties (or a designated representative) shall meet, confer, and attempt to resolve the claim within the next five working days.

- c) The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.
 - d) Arbitration. If the claim is not resolved, the parties shall proceed to arbitration as follows:
 - (1) The parties shall each select one person as arbitrator. Those two arbitrators shall agree on the selection of a third arbitrator.
 - (2) The dispute shall be promptly resolved on the basis approved by any two of the three arbitrators.
 - (3) If there is a delay of more than ten (10) days in the naming of any arbitrator, either party can ask the presiding judge of Skagit County to name any remaining arbitrator(s).
 - (4) The prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.
 - (5) The parties agree that in the absence of fraud by one of the parties, the arbitrators' decision shall be binding, final and not appealable to any court of law.
 - (6) Unless the parties agree in writing otherwise, each unresolved claim shall be considered at an arbitration session which shall occur in Skagit County no later than thirty (30) days after the close of the meeting described in paragraph b) above.
3. The provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.
4. Nothing contained in this Agreement shall be deemed to give the arbitrators the power to change any of the terms and conditions of this Agreement in any way.
- I. Records and Reports. Contractor shall maintain books, records, documents and other evidence that 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 six years after its expiration and all payment for the contract have been made. The later of the two dates initiates the six-year time frame. All books, records, documents, reports and other data shall be subject to inspection, review and/or audit by NSRSN personnel or other parties authorized by NSRSN, DSHS, the Office of the State Auditor, and authorized federal officials during regular business hours and upon demand.

- J. Single Audit Act. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names, and numbers, award years, if awards are for research and development, as well as names of the federal agencies. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, and DSHS. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor is a subrecipient and expends \$300,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Contractor shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall submit to the DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide, if applicable, and a copy of any management letters issued by the auditor.

- K. Sub Contracts. Contractor shall not enter into any subcontracts for the provision of services set forth herein.
- L. Political Activities. Federal funds cannot be used for partisan political activity of any kind by any person or organization involved in the administration of federally assisted programs.

VI. Service Expectations

Contractor shall provide the services fully described and incorporated herein as Exhibit A..

VII. Compensation

- A. Consideration. NSRSN shall pay to Contractor \$163,680 in Federal Block Grant funds on a cost reimbursement basis.
- B. Payment Procedures. Contractor shall submit an invoice no later than the fifth day of the month following the month during which services are provided. Invoices shall be sent to:

North Sound Regional Support Network
Attn.: Finance Manager
117 North First Street, Suite 8
Mount Vernon, WA 98273

VIII. Federal Block Grant (FBG) Reporting

An Operating Statement and FBG financial report shall be submitted for all federal funds received from the NSRSN no later than thirty (30) calendar days after each biennial quarter. Refer to **Attachment ___ for FBG Financial Reporting Forms.**

IX. Audits

A. Independent Audits

Contractor will have a complete annual audit performed by an independent auditor.

The independent auditor engaged by Contractor shall have sufficient expertise to conduct the required audit services. Guidance for this evaluation is provided in the General Accounting Office's (GAO) "yellow book" and appropriate OMB Single Audit Circulars.

All audits shall be performed in accordance with generally accepted auditing standards and the standards for financially-related audits contained in "Government Auditing Standards — Standards for Audit of Governmental Organizations, Programs, Activities, and Functions," issued by the U.S. General Accounting Office. In addition, the audit shall adhere to the general and specific compliance requirements pertaining to the specific federal funding source; these requirements are found in the OMB Compliance Supplement. For federal funds not listed in the Compliance Supplement, federal compliance shall meet the terms of the specific grant award and/or Code of Federal Regulation (CFR).

Contractor shall provide NSRSN with a copy of the final report no later than six months following the end of Contractor's fiscal year.

State, NSRSN and County audits will be coordinated to avoid unnecessary duplication whenever possible.

B. Single Audit Act

If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names, and numbers, award years, if awards are for research and development, as well as names of the federal agencies. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, and DSHS. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor is a subrecipient and expends \$300,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Contractor shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall submit to the DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide, if applicable, and a copy of any management letters issued by the auditor.

X. Miscellaneous

A. **Order of Precedence. In the event of an inconsistency with this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:**

1. Applicable federal and state statutes and regulations; then
2. Terms and conditions of this Agreement.

B. **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 TULALIP TRIBES:

Executive Director
Date

Date

Tribal Chair

Approved as to Form for NSRSN

Attorney at Law

Date

EXHIBIT A



NATIVE AMERICAN TRADITIONAL HEALING SERVICES

Program Goal:

To address the treatment of individuals from a holistic approach, healing the spiritual, physical and emotional elements to restore balance to the person and the community.

Performance Indicators:

Contractor shall guarantee access to services to a minimum of 500 eligible Native American individuals per contract period.

- a. 37% shall be children under 18 years of age.
- b. 56% shall be adults 18 to 59.
- c. 7% shall be older adults age 60 and over.

Program Components:

Contractor shall:

- a. Provide services that adhere to the following principles:
 - (1) Focus on individual strengths rather than illness.
 - (2) The recipient's community shall be the resource of first choice.
 - (3) Services will be flexible and individualized according to recipient needs.
 - (4) The system will promote empowerment of the individual to learn and grow.
- b. Provide the following core services:
 - (1) Annual spiritual encampment.
 - (2) Offer weekly sweat lodge experience.
 - (3) Community-based treatment.
 - (4) Family and community support and education.
 - (5) Consultation concerning Native American culture to other NSRSN provider agencies.

Resource Management Services

Contractor shall collaborate with NSRSN Quality Assurance/Clinical Services personnel. This shall include at a minimum:

- a. The coordination with QA/Clinical and Utilization Management services.
- b. Coordinate Resource Management service issues between Contractor and the NSRSN Quality Assurance/Clinical Services.

- c. Respond to priority or emergency calls from Resource Management services or NSRSN Quality Assurance/Clinical Services within one hour, or sooner, on a regular business day.

**CONTRACT
NORTH SOUND REGIONAL SUPPORT NETWORK
AND
Sea Mar Community Health Centers
NSRSN-Seamar Visions-MICA-01**

THIS AGREEMENT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN, (NSRSN) Mount Vernon, Washington, and SEA MAR COMMUNITY HEALTH CENTERS ("CONTRACTOR"), 1040 S. Henderson, Seattle, Washington.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Terms and Conditions

A. Term. This Agreement shall take effect August 1, 2001 and shall continue in full force and effect through July 31, 2002.

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.

C. 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.

D. 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.

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

F. 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.

G. 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.

H. 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.

I. Insurance Insurance. Contractor shall obtain and maintain continuously for the term of this Agreement Commercial General Liability Insurance (including Professional Liability, Employer's Liability, and/or Worker's Compensation Insurance, where applicable) to indemnify NSRSN for the activities and services of this Agreement. The minimum limit of such coverage shall be one million dollars (\$1,000,000) per occurrence.

Contractor shall provide NSRSN with a fully executed Certificate of Insurance showing all required coverages and naming NSRSN, its member counties, officers and employees as "additional insureds" under Contractor's policy which insurance shall not be reduced nor canceled without thirty (30) calendar days prior written notice to NSRSN. Approval and compliance with the above-stated insurance requirements is a condition precedent to execution of this Agreement.

If any coverages are on a claims made form, the retroactive date shall be prior to or coincident with the beginning date of this Agreement, and the policy shall state that coverage is claims made and state the retroactive date. Contractor shall execute a form of guarantee acceptable to NSRSN to assure financial responsibility for liability for services performed for a period of three (3) years following the completion of this Agreement (for example, that claims made form coverage shall be maintained by Contractor for a minimum of three (3) years following the termination of this Agreement and Contractor shall annually provide NSRSN with a fully executed Certificate of Insurance as proof of renewal).

The required insurance coverage shall be written by an admitted insurer in the State of Washington with a current A.M. Best rating of at least A VI.

All coverages shall be normal to the practice of the insurance industry.

• • • _____ •

1. The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies which may arise under this Agreement and therefore establish this dispute resolution procedure.

2. All claims, disputes and other matters in question between the parties arising out of, or relating to, this Agreement shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:
 - (5) The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.
 - (5) Within ten (10) working days of receipt of the written Notice of Dispute, the parties (or their designated representatives) shall meet, confer, and attempt to resolve the claim within the next five working days.
 - (5) The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.
 - (5) Arbitration. If the claim is not resolved, the parties shall proceed to arbitration as follows:
 - (1) The parties shall each select one person as arbitrator. Those two arbitrators shall agree on the selection of a third arbitrator.
 - (2) The dispute shall be promptly resolved on the basis approved by any two of the three arbitrators.
 - (3) If there is a delay of more than ten (10) days in the naming of any arbitrator, either party can ask the presiding judge of Skagit County to name any remaining arbitrator(s).
 - (4) The prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.
 - (5) The parties agree that in the absence of fraud by one of the parties, the arbitrators' decision shall be binding, final and not appealable to any court of law.
 - (6) Unless the parties agree in writing otherwise, each unresolved claim shall be considered at an arbitration session which shall occur in Skagit County no later than thirty (30) days after the close of the meeting described in paragraph b) above.

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

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

5. Any required advance expenses ordered by the arbitrator and connected with the arbitration proceedings will be paid equally by the parties subject to the later arbitrator's decision which may change the percentage of advance expenses to be paid by either party.

6. If the underlying contract is for employment, any termination clause takes precedence over any other clause in the contract including the dispute resolution clause.

K. 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.

Service Expectations

As prescribed in Exhibit A – North Sound Regional Support Network Adolescent/Youth Co-Occurring (MICA) Residential Recovery Program.

Compensation

A. Consideration: Contractor shall be paid monthly, according to Exhibit B - Phase I, II and III Budgets, only if NSRSN has a fully executed contract on file.

- Phase I [August 1 through September 30, 2001] – Two (2) monthly payments of \$11,000.
- Phase II [October 1, 2001 through July 31, 2002] – Ten (10) monthly payments of \$2,800.

B. Source of Funds: *Hospital Inpatient Emergency Funding*

C. Maximum Consideration: *\$50,000*

D. Payment Procedures. Contractor shall submit a detailed invoice by the tenth (10th) of the month after the month in which services were provided. Failure to submit an invoice by the tenth (10th) may delay payment for one (1) month.

No invoices will be accepted forty-five (45) days after the service is completed or thirty (30) days after the contract period, whichever is the earliest.

Invoices for services completed but contractually authorized in a retroactive manner must be submitted within forty-five (45) 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 First Street, Suite 8
Mount Vernon, WA 98273-3806

Manu

- 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.

EXHIBIT A
North Sound Regional Support Network
ADOLESCENT/YOUTH
CO-OCCURRING (MICA) RESIDENTIAL RECOVERY
PROGRAM

STATEMENT OF WORK

Program Description:

To improve Youth Recovery House Services for youth with co-occurring disorders (substance abuse and mental health) within the NSRSN Region that facilitates responsive and integrated mental health and chemical dependency clinical services to improve treatment engagement, retention and completion, provide focused case management and provide for successful integration back into the community.

Purpose:

- Provide a safe and staff-secure setting to stabilize and treat children with co-occurring disorders who would otherwise be hospitalized.
- Provide a step-down program, from intensive inpatient treatment to other less restrictive Recovery House programs and community outpatient programs.
- Reduce the growing number of children being sent to psychiatric hospitals that are having behavioral and relationship conflicts. This will allow children with co-occurring disorders to have access to appropriate treatment
- Gently integrate youth with co-occurring disorders back into the community
- Deliver integrated mental health and chemical dependency services
- Increase the North Sound Regional Support's collaboration with DASA.
- Prevent the stigma and cost of unnecessary psychiatric hospitalizations when a professionally staffed non-medical facility will provide for safe and appropriate care.
- Retain adolescents/youth in the North Sound Region for better coordination of ongoing community care.

Minimum Specifications:

Target Population: **12-17 years of age - Females**
Target population will be adolescent girls who have completed a chemical dependency inpatient treatment program and are at risk of recidivism and need a less

restrictive environment than inpatient, but more structured than outpatient.

Number of Beds:

Minimum = 7

Prioritization will be given to youth referred to the program by the NSRSN, Associated Provider Network and/or Sea Mar Resource Management.

Licensing and Certification Requirements: Maintain DASA certification and licensure by Department of Health as an Inpatient Treatment or Recovery House program. Meet all WAC 388-805 requirements for these levels of service, including all residential youth requirements.

Maintain contract with DASA to provide Level II or Youth recovery House Services for the 2001-2003 Biennium.

Maintain certification by DSHS Mental Health Division to provide brief intervention, case management and psychiatric and medical services as required in WAC 275–388-862, OR provide on-site mental health services as described above from a sub-contracted certified provider.

Location: 1603 East Illinois Street, Bellingham, Washington

Program Services: The Adolescent/Youth MICA Residential Recovery House Program shall provide services to adolescent females with both Mental Health and Substance Abuse disorders who have completed a chemical dependency inpatient treatment program.

Program activities and services shall include:

- Focused case management through individualized treatment planning that is multi-systemic and meets the criteria of the American Society of Addictions Medicine. Individualized Treatment Plans shall address specific needs in all areas necessary for the youth to be successful in life.
- Mental health counseling,
- Chemical dependency counseling,
- School and GED preparation,
- Career/vocational counseling and planning,
- Life skills training that includes handling finances, job search, value clarification and Independent living skills,
- Access to community health care and other support systems,
- Classes and groups on improving skills in communication, grooming, socializing, hobbies and decision making
- Weekly mental health and chemical dependency groups that focus on recovery from addiction and management of their mental health disorder

- Weekly supervised twelve-step meetings
- Weekly meetings with youth's sponsor
- Weekly family groups and passes issued to residents to help rebuild their relationships with family members,

NSRSN Enrolled : NSRSN enrolled adolescents/youth shall be referred to the program by NSRSN,

Associated Provider Network and/or Seamar Resource Management

It is expected that all NSRSN referrals who meet DASA contract financial eligibility and admission criterion established by DASA and NSRSN shall be given priority over non-enrolled adolescents/youth.

Adolescent/Youth MICA Residential Recovery Program Implementation Timeline:

The following Table outlines the Adolescent/Youth MICA Residential Recovery Program’s estimated Implementation Timeline into two (2) phases. Each Phase actual begin and completion dates may be modified as necessary to ensure the Adolexcent/Youth MICA Residential Recovery Program is ready to provide services no later than October 1, 2001.

Description	Estimated Begin Date	Estimated Completion Date
<p>PHASE I - Design and Start-Up</p> <ul style="list-style-type: none"> • Remodel Facility • Purchase Equipment and Program Materials • Plan program, Design Program Manual • Recruit, Hire and Train Staff 	8/1/01	9/30/01
<p>PHASE II – Facility Open for Business</p> <ul style="list-style-type: none"> • Adolescent/Youth MICA Residential Recovery Facility will begin admitting youth and providing services 	10/01/01	ONGOING

Reporting

1. Contractor shall provide a written progress report to the North Sound Regional Support Network (NSRSN) within 30 days of completion of Phase I. (October 1, 2001)
2. Contractor shall provide a service report to the NSRSN 90 days from begin date of admitting adolescents/youth and providing services and each 90 days thereafter with a final report summarizing activities and outcomes of operationalizing the Adolescent/youth MICA Residential Recovery Program by September 1, 2002. (Estimated Report due dates: January 1, 2002; April 1, 2002; September 1, 2002)

EXHIBIT B
NORTH SOUND REGIONAL SUPPORT NETWORK
ADOLESCENT/YOUTH
CO-OCCURRING (MICA) RESIDENTIAL RECOVERY PROGRAM
PLANNING AND START-UP BUDGET

PHASE I

AUGUST 1, 2001 THRU SEPTEMBER 30, 2001

Expenditures:	Revenues:		
Description	NSRSN Funds	DASA Funds	Total Funds
Salaries/Wages and Benefits			
Supplies			
Minor Equipment/Tools			
Professional Services			
Communications/Telephone		1,697	1,697
Transportation			
Advertising			
Rentals			
Insurance			
Public Utilities			
Repairs/Maintenance	14,000	18,300	32,300
Machinery & Equipment	8,000	43,363	51,363
Administration			
Miscellaneous			2,000
TOTAL REVENUES	\$22,000	\$65,360	\$87,360

EXHIBIT B
NORTH SOUND REGIONAL SUPPORT NETWORK
ADOLESCENT/YOUTH
CO-OCCURRING (MICA) RESIDENTIAL RECOVERY PROGRAM
PLANNING AND START-UP BUDGET

PHASE I

OCTOBER 1, 2001 THRU JULY 31, 2002

Expenditures:

Revenues:

Description	DASA Funding	NSRSN Funding	School District Funding	Total Revenues
Salaries/Wages and Benefits	\$186,331	\$ 28,000	\$ 20,487	\$234,818
Supplies	24,480			
Minor Equipment/Tools	1,800			
Professional Services				
Communications/Telephone	2,700			
Transportation	2,400			
Advertising	1,200			
Rentals	1,800			
Insurance	2,400			
Public Utilities	9,600			
Repairs/Maintenance	6,000			
Machinery & Equipment				
Administration	18,973			
Miscellaneous	600			
TOTAL REVENUES	\$ 258,284	\$ 28,000	\$ 20,487	\$306,771

