

MEMORANDUM

TO: NSRSN Advisory Board Members and
All Interested Parties

FROM: Rae A. Benjamin, NSRSN Office Manager

RE: Meeting Information

DATE: August 13, 1999

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

**Thursday, August 19, 1999
Compass Health
4526 Federal Avenue
Building 2
Everett, Washington
1:00 PM**

**PLEASE NOTE THE CHANGE IN LOCATION.
DIRECTIONS ATTACHED.**

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

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

**DIRECTIONS TO Compass Health, 4526 Federal Avenue, Building 2,
Everett**

Northbound I-5:

Take the Broadway Exit (192). It exits from the left lane.

After going under the overpass, get into the right lane and take the 41st Street/Mukilteo Exit (Cloverleaf) onto 41st Street.

At the first light (Colby) you want to be in the third lane from the right to go straight.

At the second light (Rucker) you want to be in the second lane from the right to go straight.

Go straight through the light and go up the hill (Mukilteo Blvd.) and make a left turn onto Federal Avenue.

You will go around two sharp corners. Compass Health is on the right.

Meeting is in Building 2.

Southbound I-5:

Take the 41st Street Exit (192).

You will merge into the right lane and proceed around a corner which will then be 41st Street.

Stay in the same lane while proceeding through the lights.

Go up the hill (Mukilteo Blvd.) and make a left turn onto Federal Avenue.

You will go around two sharp corners. Compass Health is on the right.

Meeting is in Building 2.

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

**COMPASS HEALTH
BUILDING 2
4526 FEDERAL AVENUE, EVERETT, WA
August 19, 1999
1:00 p.m.**

AGENDA

- 1. Call to Order; Introductions – Chair**
- 2. Revisions to the Agenda – Chair**
- 3. Comments by an APN Agency – 10 minutes**
 - **Compass Health – Jess Jamieson, Chief Executive Officer**
- 4. Approval of July Minutes – Chair**
- 5. Comments & Announcements from the Chair – 5 minutes**
- 6. Report from the Advisory Board, Jim King – 5 minutes**
- 7. Report from the Executive Director, Merle Adrian – 5 minutes**
 - **Office of Consumer Affairs Report**
- 8. Personnel Committee Report, Rhea Miller, Chair – 5 minutes**
- 9. Quality Management Oversight Committee Report, Chuck Benjamin, Chair – 5 minutes**
- 10. Report from the Fiscal Officer, Bill Whitlock – 5 minutes**
- 12. Comments from the Public – 15 minutes**
- 13. Consent Agenda, Merle Adrian**

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:

- A. To review and approve NSRSN claims paid from July 1 to July 31, 1999. Total dollar amount of warrants paid in June: \$(not available at this time). Total June payroll of \$(not available at this time), and associated benefits.
- B. **Motion #99-043** to authorize the revised Laptop Computer Policy and Procedure.
- C. **Motion #99-044** to authorize the Travel Advance Policy and Procedure.
- D. **Motion #99-045** to authorize the revised Inventory and Asset Disposal Policy.
- E. **Motion #99-049** to authorize the Executive Director to enter into a professional services contract for NSRSN staff planning and training consultation and facilitation services

14. Action Items, Merle Adrian

- A. **Motion #99-046** to authorize Professional Services Contract NSRSN-UBH-PSMD-99 between NSRSN and United Behavioral Health for Medical Director Consultation Services.
- B. **Motion #99-047** to authorize Management Information System Funding Carve-out Redistribution recommendation.
- C. **Motion #99-048** to authorize 1999-2001 Biennium Contract between NSRSN and State of Washington – Department of Vocational Rehabilitation (DVR) for employment services to NSRSN consumers.

15. Motion Yet To Be Reviewed Board

None

16. Executive Session

17. Reconvene

18. Adjournment

NOTE: The next Board of Directors meeting is September 23, 1999, location to be announced

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

**CATHOLIC COMMUNITY SERVICES NW
1133 RAILROAD AVENUE, SUITE 100
BELLINGHAM, WA 98225-5007
July 22, 1999--1:00 p.m.**

MINUTES

Board Members Present:

Kirke Sievers, Chair, Snohomish County Council
Rhea Miller, Vice Chair, San Juan County Council
Susan Neely, Alternate for
Rick Larsen, Snohomish County Council
Linda Morris, Alternate for Mike Shelton, Island County Council
Mary Good, Vice Chair, Advisory Board
Jim King, Chair, Advisory Board
Bob Hart, Skagit County Council
Della Hill, Alternate for Rae Anne Cleveland, Tulalip Tribe
Gary Ramey, Stillaguamish Tribe
John Hooper, Alternate for Ward Nelson, Whatcom County Council
Chuck Benjamin, Alternate for Pete Kremen, Whatcom County Executive

NSRSN Staff Members:

Merle D. Adrian, Rae Benjamin, Sharri Dempsey, Marcia Gunning, Kathryn
Hendrick-Jones, Dolores Holtcamp, Greg Long, Francene Thompson, Bill
Whitlock,

County Staff:

JoAnn Angevine, Barbara LaBrash

Guests:

Ammonie Aho, Chuck Albertson, Lorena Harriman, Joan Dudley, Jeff Hiser, John
Jillson, Roxanne Jillson, Scott Jenkins, Betty Kipp, Kris Laaninen, Rodney Lund,
Tom MacIntyre, Kathy McNaughton, Gerald Mutchler, Anne Pfiesser, Jane Relin,
Tom Richardson, John Roor, Betty Scott, Joyce Spoelstra, Peggy Thomas, Rose
Villalon, Dan Weatherly, Josselyn Winslow

1. Call to Order; Introductions

Chair Kirke Sievers called the meeting to order at 1:00 p.m. and asked who would be going on the tour. Four people said they would be participating.

2. Revisions to the Agenda

No revisions to the agenda were requested.

3. Comments by an APN Agency

Chair Sievers thanked Tom Sabastian from Catholic Community Services(CCS) for hosting and for a wonderful lunch. Mr. Sabastian welcomed everyone and explained a little about the CCS building. He stated the building is an example of private enterprise, government, and social services collaboration. The building includes affordable housing, retail space and the CCS offices.

Mr. Sabastian introduced Rod Elin who explained that three years ago the new CCS building was a really bad-looking warehouse. It's gone through serious rehabilitation and since then has come to include 29 apartments (eight of which are handicap accessible), two floors for CCS, and three retail spaces. The goal in acquiring a new building was to become more accessible and cut costs – they've done both. Mr. Elin explained that there is always a waiting list for the apartments. With the housing authority, they have developed Mt. Baker apartments (85 low-income units) downtown.

Mr. Elin introduced Catholic Community Services NW's Clinical Director, Kathy McNaughton. Ms. McNaughton distributed handouts on CCS (enclosed) and discussed CCS programs and how their services are organized. She explained CCS has offices from Vancouver, WA to the Canadian Border and has Family Centers throughout these locations. In regards to the Mental Health Community, CCS's "niche" is children's mental health. They take care of 79 percent of children in APN services in Whatcom County and 32 percent in Skagit County. Currently they have a crisis nursery in the works. Historically, CCS's core services have involved mental health. They emphasize a developmental approach and family-centered programs. In the past year they've been preparing for the accreditation process and expect to have it in hand in the next two to three weeks for all their sites. (King County has been accredited for the past 12 years.) They are currently developing a new case management computer system that can be of assistance to all areas. It is being piloted here in Whatcom County and will be eventually used throughout the state. CCS has been in Bellingham 65 years.

4. Approval of June Minutes

A motion was made, seconded and carried to approve the June 24, 1999 minutes as presented. There were none opposed.

5. Comments & Announcements from the Chair

Chair Sievers mentioned he had the opportunity to attend the Advisory Board meeting. He said it was very interesting and thanked the Advisory Board members for the work they do and values their input.

6. Report from the Advisory Board

Jim King, Chair of the Advisory Board, explained he and Mary Good would be splitting the report.

Ms. Good talked about the last Advisory Board meeting and stated that Chair Sievers spoke at the meeting about the importance of the Advisory Board. She said they continued to hear from community citizens about how Mental Health services in our region are eroding. In response to all of the input they've received in the past two months, they voted for and will implement a series of subcommittees to further explore issues that have come forward, including:

- | | |
|-----------------|---------------------|
| Public services | Finance/Budget |
| Ethnic outreach | Children's Services |
| PACT/Clubhouse | Agenda Items |
| Ombuds Liaison | Older Adults |
| Site Visitation | |

Mr. King said the Advisory Board fully supports the work the RSN is doing in regards to APN caseload ratios.

He stated the Advisory Board has approved all of the Action items. He said they approved the action item in regards to the new building, provided that the building is ADA accessible, and approved by an ADA specialist.

Mr. King also mentioned an item of interest: Tom Richardson, president of NAMI Washington, is looking for stories about friends & family members who have died as a result of treatment denied. Stories are being requested for a "family album" project they are working on. (See enclosed flyer.)

The next Advisory Board meeting is August 17 in Bellingham. Location to be announced.

7. Report from the Executive Director

Merle Adrian stated that a written report was available for the Board's review under Tab Two. He reminded Board Members that staff is always available to discuss these numbers and any other issues.

Mr. Adrian stated he didn't have anything to report until Action items.

8. Report from the Fiscal Officer

Bill Whitlock, NSRSN Fiscal Officer, presented the June Financial Statement, and discussed the current revenues and expenditures. He stated the Inpatient Savings Revenue is about \$260,000 more than anticipated. PHP Revenue continues to be less than budget (approximately \$90,000 per month). As reported to the Board in prior months, this is due to the decrease in Medicaid-eligible populations.

Regarding expenditures Mr. Whitlock explained that administrative wages and benefits are under budget. As there are unfilled positions within the NSRSN, the NSRSN has utilized some of these funds for contracting for temporary assistance.

Chair Sievers thanked Mr. Whitlock for his professional work and results.

9. Comments from the Public

Tom Richardson from Whatcom County welcomed everyone in attendance to Whatcom County. Mr. Richardson stated he was circulating a petition that was being circulated throughout five counties to be sent to Jan Hoppler. There are three items cited in the petition. It asks that the state change the contract language with regards to RSN and subcontractors so there is a maintenance relationship between recovering consumers and someone when they're done. It requires open meetings and access to contract information for organizations that receive public funding regarding Mental Health. It separates QRT & Ombuds from the RSN structure. They are looking to move towards a state-wide organization to accomplish these functions.

Mr. Richardson also mentioned that King County is closing NW Behavioral Services – the only for-profit service provider due to inadequate provision of services. One concern is that it puts 1,700 clients at risk with disruption of their support system. Mr. Richardson has spoken with King County reporters on how this will affect the community. Mr. Richardson said this raises a question: If for-profits can't do this right, how can non-profits? There is great concern as to how communities will be affected in regard to

public safety. Mr. Richardson wondered if we are trying to operate the system on too little money.

Mr. Richardson asked if we have a contingency plan if one of our providers “bites the dust.” and stated that we need to plan for this.

Gregory Gerst stated he has received and read the “Level of Care” Manual and has shown it to several consumers who don’t grasp what it’s all about. Mr. Gerst is concerned that consumers are being stymied by “just getting enough” vs. the means for developing to their highest level of functioning ability. Mr. Gerst is worried that consumers are unaware of all their treatment options, so they have no way of knowing what they could be doing to reach their fullest potential.

Mr. Gerst also stated he feels chemical dependency and addiction needs to be bolstered in relation to MH awareness.

10. **Consent Agenda**

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:

- A. **Motion #99-038** to review and approve NSRSN claims paid from June 1 to June 30, 1999. Total dollar amount of warrants paid in June: \$2,686,565.97. Total June payroll of \$56,981.80, and associated benefits.

A motion was made, seconded, and carried to approve the Consent Agenda item as presented. There were none opposed.

14. **Action Items, Merle Adrian**

- A. **Motion #99-039** to authorize Contract #NSRSN-BDS-99-MIS, contract between NSRSN and Behavioral Data Systems for Management Information Services effective 8/1/99 – 6/30/2001.

Marcia Gunning briefly explained the motion. The motion was made, seconded, and carried to approve the motion item as presented. There were none opposed.

- B. **Motion #99-040** to authorize Software License and Support Agreement between NSRSN and BDS for End-User (NSRSN) License and Software Support Services effective 8/1/99 – 6/30/2001.

Ms. Gunning explained this was to authorize an 11-month contract between NSRSN and BDS for \$3,300.

The motion was made, seconded, and carried to approve the motion item as presented. There were none opposed.

- C. **Motion #99-041** to authorize the Executive Director to enter into a lease for NSRSN office space at 117 North First Street, Suites 7, 8 and 9, Mount Vernon, WA 98273, effective 11/1/99 – 10/31/2004.

Rae Benjamin, NSRSN Office Manager, explained that this motion would authorize the NSRSN Executive Director to sign the above lease. She explained that page seven of the Board packets included more detailed information.

Ms. Benjamin added that the proposals offers three possibilities. One includes a 1000 square-foot conference room, one includes a 500 square-foot conference room, and one includes no conference room at all.

Chairman Sievers added that the broker stated they are willing to completely remodel the building according to RSN specifications. The additional conference room would require an additional \$500 per month.

Rhea Miller asked who was on the Relocation Committee. Chairman Sievers noted the committee was made up of himself, Dave Gossett, Rae Benjamin, Merle Adrian, and Sharri Dempsey.

Chuck Benjamin was concerned about not having a permanent meeting space. He feels it's important for consumers and Board Members to know where the meetings are held.

Chairman Sievers noted that the conference room could also be used by other agencies.

Jim King questioned what exactly was presented to Advisory Board. He stated that only one option was presented and this was the approved by the members.

Chairman Sievers said he had spoken with Mr. Adrian to make sure that once they made this decision, they didn't go back and ask for a bigger piece of the pie later. He wanted to make sure that the management in the new building would take care of any problems promptly, not as it's been in the past.

Linda Morris wondered where smaller meetings would be held if there was no conference room in new building. Ms. Benjamin stated that if no conference were available, the NSRSN would continue to schedule meetings as we are currently using available conference rooms in the Mt. Vernon area.

Walt Meagher, Building Manager with Windemere Commercial Real Estate in Mount Vernon, was asked about ADA accessibility. Mr. Meagher stated that they would have an ADA specialist make recommendations and those would be followed in the remodeling of the office space. Plans are currently underway to provide two ADA restrooms and the parking lot and entry would also be modified to meet ADA requirements.

Mr. Meagher said it will take approximately 3-4 months to remodel to ADA and NSRSN specifications. Chairman Sievers stated we need to get a commitment from the Board today in order to ensure occupancy by November 1, 1999.

The motion was made, seconded, and carried to approve the motion item for Site #1 Carnation Building, Proposal A. (This option includes the 1,000 SF conference room.) There were none opposed.

Merle thanked the Chair and the Committee for recognizing that we needed to change space and thanked Ms. Benjamin and the NSRSN Relocation Committee for their hard work.

15. Motions Not Yet Reviewed by the Advisory Board

Chairman Sievers asked Board Members to review the following for the next meeting.

- A. **#99-IN25** to introduce the revised Laptop Computer Policy and Procedure.
- B. **#99-IN26** to introduce the Travel Advance Policy and Procedure.
- C. **#99-IN27** to introduce the revised Inventory and Asset Disposal Policy.

These NSRSN Administrative Policies will be presented as Consent Agenda Items at the August NSRSN Board Meeting.

D. **#99-IN28** to introduce Professional Services Contract NSRSN-UBH-PSMD-99 between NSRSN and United Behavioral Health for Medical Director Consultation Services.

E. **#99-IN29** to introduce Management Information System Funding Carve-out Redistribution recommendation.

F. **#99-IN30** to introduce 1999-2001 Biennium Contract between NSRSN and State of Washington – Department of Vocational Rehabilitation (DVR) for employment services to NSRSN consumers.

G. **#99-IN31** to introduce authorizing the Executive Director to enter into a professional services contract for NSRSN staff planning and training consultation and facilitation services

17. Executive Session

There was none.

18. Reconvene

There was none.

19. Other Business

- Rodney Lund thanked the Board and noted appreciation for their coming to Whatcom County. It gives consumers who could not normally be at the meeting a chance to attend. Mr. Lund noted there are two Manic Depression support groups in the area. Dr. Ron Remick spoke at the last support group meeting,.

Mr. Lund said Dr. Remick reported that there is a very small minority of people who are actually being helped through “Best Practices. With increased caseloads, Mr. Lund feels the RSN settles for lower standards. He explained he felt there is a lack of outreach and assertive community treatment. Mr. Lund said one element that is missing in Whatcom County is a triage center. He would like to see the Board support a Triage center in the area, to work with police, hospitals, and an activity center. He stated it could be cost effective in the long run and save lives.

- Gary Ramsey noted some questions that should be thought about prior to next month’s meeting: Will the laptop policy prevent employees from accessing a data exchange impair that employee’s access to data from contract agencies?

Mr. Ramsey also has a question in regards to the DVR contract. He wondered if NSRSN clients should be eligible for DVR services without an NSRSN contract anyway, since their disability would render them in need of vocational services in many instances, thereby freeing up funds for other services we specialize in. Mr. Adrian stated that a response would be prepared for the next Board meeting.

18. Adjournment

As there was no further business, Chair Sievers adjourned the meeting at 1:50 p.m.

Respectfully submitted,

Merle D. Adrian
Executive Director

NSRSN Staff Activities Reports

NSRSN STAFF ACTIVITIES REPORT
AUGUST 19, 1999

TOPIC	PROGRESS
Assistant Director/Planner's Report – Greg Long	
1999 MHD Audit	The NSRSN has been notified that its 1999 Mental Health Division Integrated Audit is scheduled for September 1999. The audit will have both clinical and administrative components. A cross-functional team is now meeting to prepare for the audit.
Consumer-Oriented Projects RFP (RFP #99-01)	<p>In late July and early August, bidders' conferences were conducted in all five North Sound counties. Approximately 120 people attended the conferences. Topics covered included background history, the RFP, contractual elements, and future technical assistance in developing proposals.</p> <p>Technical assistance workshops are scheduled for August 20th in Bellingham at Bloedel Park and for August 23rd in Everett at the American Red Cross. Technical assistance is also available on request by contacting the NSRSN or Sam Magill. Individual technical consultations will be scheduled in early September.</p> <p>Consumer-Oriented Project RFPs must be turned into the NSRSN by September 15, 1999.</p>
Acute Services for Older Adults	Work is continuing on a report to the NSRSN Planning Committee on Acute Services for Older Adults. Meetings are being held with provider geriatric specialists. Area hospital psychiatric units and nursing homes are being consulted.
Y2K	All NSRSN contracted providers have now submitted Y2K Plans. These plans are being assessed for completeness.

NSRSN STAFF ACTIVITIES REPORT
AUGUST 19, 1999

TOPIC	PROGRESS
Clinical/Quality Assurance Report – Francene Thompson	
Clinical/Quality Management	<ul style="list-style-type: none"> ◆ An Urgent Review of the North Sound Evaluation and Treatment Center was conducted following a report that temperatures in the facility were uncomfortably high during recent summer weather. Following verification of the potential health hazard, maintenance is being performed on building air conditioning equipment to relieve the problem. ◆ The Caseload Study Committee generated information from a number of sources to include in its investigation of the relationship between quality of care and caseload size, producing a draft report for presentation at this month's QMOC meeting. ◆ This month has seen an increase in the number of Critical Incident Reports related to implementation of improved Critical Incident Reporting policies and procedures in the new biennial contract. This increase is encouraging because it reflects improved communication between NSRSN and its providers. ◆ The QMOC Committee met on July 29th to receive reports from the Ombuds and Quality Review Teams, the draft Caseload Study Report, and a draft Concurrent Review Report presenting results of 1st quarter concurrent reviews as compared with those for 1998. The Committee will be meeting monthly for the next few months to more clearly define its role in the quality management of the Region. ◆ Planning has begun in preparation for the Mental Health Division Audit scheduled for the month of September. The clinical/quality staff will be integrally involved in assuring that this year's audit runs smoothly and reflects the good work being done throughout the Region. ◆ Clinical/quality staff members continue to refine their annual departmental plan, respond to requests from the Quality Manager for urgent reviews of critical incidents, and serve as coordinators in resolving resource problems centered on the frequently cross-systems needs of specific consumers. They have also participated with the APN Acute Care Team in clarifying roles regarding new contractual responsibilities. ◆ The NSRSN Quality Manager continues to work with the APN Integrated Regional Crisis Response System and APN Risk Management Committees to improve communication and cooperation between the two organizations and define ways in which services can be improved region wide.

NSRSN STAFF ACTIVITIES REPORT
AUGUST 19, 1999

TOPIC	PROGRESS
Contracts Compliance/Fiscal Report – Marcia Gunning	
Hospital Agreements:	<ul style="list-style-type: none"> Developed Working Agreement between NSRSN and Community Hospitals, established NSRSN negotiating team and have begun negotiations.
Medicaid Eligibles:	<ul style="list-style-type: none"> Continue to develop and fine tune NSRSN system to reconcile Medicaid eligibles.
Financial Reports:	<ul style="list-style-type: none"> Completed and submitted quarterly fiscal/personnel reports. Completed and submitted Federal Block Grant and Biennial reports.
Contract Reconciliation:	<ul style="list-style-type: none"> Continue to reconcile contracts that sunset 6/30/99 and 7/31/99.
Inpatient Reconciliation:	<ul style="list-style-type: none"> Continue to develop and fine tune NSRSN system to reconcile Inpatient and Inpatient Savings payments.
Consumer Oriented Projects	<ul style="list-style-type: none"> Presented RFP 99-01 Instruction Review and Contract Requirement Presentations at five Mandatory Bidder's Conferences (one in each county of NSRSN).
CAT Contract	<ul style="list-style-type: none"> Successfully executed the Consumer Advocate Team Contract with the NSRSN for Warm Line Services, Brochure and Newsletter publication and Transportation services on August 10, 1999.
Staff Retreat	<ul style="list-style-type: none"> Participated in all day Staff conference on July 20, 1999.
Monthly Meetings	<ul style="list-style-type: none"> Participated in and/or facilitated various meetings throughout the month (ie., NSRSN IS needs review, Hospital agreement development meetings with NSRSN staff and APN, weekly Management Team meetings, Crisis beds licensing meeting with Snohomish County and APN,

NSRSN STAFF ACTIVITIES REPORT
AUGUST 19, 1999

TOPIC	PROGRESS
Office Manager's Report – Rae Benjamin	
Office Relocation	The Committee is in the process of reviewing draft architectural plans. Once plans are finalized, it is anticipated that construction will begin by September 1.
Secretary/Transcribing Typist Position	One candidate has been selected for this position. Annette Calder has accepted the position and her employment with the NSRSN will begin August, 23, 1999.
Support Staff One Year Plan	The one year plan for the Support Staff department is complete. Various projects include designing and implementing a central filing system, development and implementation of an archive system, training for all staff

NORTH SOUND REGIONAL SUPPORT NETWORK
NSRSN Board of Directors
Approval Form

TO: NSRSN Board of Directors
FROM: Merle D. Adrian, Executive Director
DATE: August 13, 1999

Action Requested: The NSRSN Board is asked to approve **Motion #99-042.**

Approval Date: August 19, 1999

Source of Request: Bill Whitlock, Fiscal Officer

Motion: To review and approve NSRSN claims paid from July 1 to July 31, 1999. Total dollar amount of warrants paid in June: \$(not available at this time). Total June payroll of \$(not available at this time), and associated benefits.

Background: Reviewed by Bob Hart and Kirke Sievers August 19, 1999.

Fiscal Implications: We do not anticipate exceeding the annual budget.

Attachment(s): Available for review is a listing of warrants issued between July 1 and July 31, 1999, original expense documentation for all expenditures, time sheets for June and Skagit County payroll reports.

Executive Recommendations: XXXX Approve ___ No Recommendation
_____ Further Review Required

Executive Director (Signature)

SPREADSHEETS WILL BE MADE AVAILABLE IN THE
BOARD BOOKS

NORTH SOUND REGIONAL SUPPORT NETWORK
NSRSN Board of Directors
Approval Form

TO: NSRSN Board of Directors
FROM: Merle D. Adrian, Executive Director
DATE: July 14, 1999

Action Requested: The NSRSN Board is asked to approve **Motion #99-043.**

Approval Date: July 22, 1999

Source of Request: Marcia Gunning, Contract Compliance/Fiscal Manager

Motion: To authorize the revised Laptop Computer Policy and Procedure.

Background: This policy originally became effective November 1998. NSRSN Finance Committee and Staff request updating the current policy as modified (see cross-outs and underlined areas).

Fiscal Implications: None

Attachment(s): Red-lined Laptop Computer Policy and Procedure

Executive Recommendations: XXXX Approve ___ No Recommendation
_____ Further Review Required

Executive Director (Signature)

NORTH SOUND REGIONAL SUPPORT NETWORK

POLICY & PROCEDURE

USE OF LAPTOP COMPUTERS

POLICY:

This shall set guidelines for the use of NSRSN laptop computers by its employees and/or agents.

PROCEDURE:

The NSRSN shall provide laptop computers for use by employees/agents who:

- 1. Require computer capability but are not assigned a permanent desktop computer; or
- 2. Require the use of a computer to conduct regional business while traveling for the NSRSN

Employees/agents assigned laptop computers shall agree to abide by the requirements outlined in this policy by signing below and returning this acknowledgment to the designee of the NSRSN Executive Director Office Manager, who shall maintain all laptop computer assignment records.

USE:

The use of NSRSN laptop computers is to maximize efficiency of NSRSN business, and restricted to NSRSN **business use only**. Those employees/agents assigned an NSRSN laptop computer shall ensure its security at all times. NSRSN laptop computers shall not be connected to county Internet or data exchange connections.

RESPONSIBILITY:

Should the assigned laptop computer be lost, broken, or destroyed ~~while performing NSRSN business~~, immediate notification shall be given to the designee Office Manager.

The employee/agent agrees to responsibly handle and maintain the assigned laptop. Failure to do so resulting in the laptop computer being lost, stolen, broken or destroyed will become the employee's/agent's responsibility for replacement and/or repair.

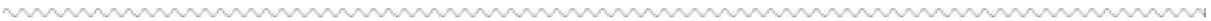
EMPLOYEE'S/AGENT'S ABSENCE FROM OFFICE:

At all times, laptop computers shall be returned to the ~~designee NSRSN Fiscal Officer~~ in the event of the employee's/agent's extended absence from work (vacation, medical leave, etc.). Upon return to work, the employee/agent may retrieve the laptop by contacting the ~~Office Manager~~ designee.

Upon request from the designee or termination of employment all equipment shall be returned to the NSRSN. Any failure to do so will result in a lien against and a right to withhold any and all funds payable to person/agency from the NSRSN.

Effective Date:

By: _____
Merle D. Adrian



I have read and agree to abide by the foregoing NSRSN Policy on Use of Laptop Computers.

Date

Signature

Laptop Number: _____

Date Returned: _____

NORTH SOUND REGIONAL SUPPORT NETWORK
NSRSN Board of Directors
Approval Form

TO: NSRSN Board of Directors
FROM: Merle D. Adrian, Executive Director
DATE: August 13, 1999

Action Requested: The NSRSN Board is asked to approve **Motion #99-044.**

Approval Date: August 19, 1999

Source of Request: Marcia Gunning, Contract Compliance/Fiscal Manager

Motion: To authorize the Travel Advance Policy and Procedure.

Background: This is a new policy that would enable NSRSN to provide travel advance funds to board, advisory board and NSRSN staff, etc., when traveling and attending conferences, trainings, etc., on behalf of the NSRSN. NSRSN Finance Committee and Staff request approval of this policy.

Fiscal Implications: None

Attachment(s): Travel Advance Policy and Procedure

Executive Recommendations: XXXX Approve ___ No Recommendation
_____ Further Review Required

Executive Director (Signature)

NORTH SOUND REGIONAL SUPPORT NETWORK

POLICY & PROCEDURE

TRAVEL ADVANCE POLICY

POLICY:

This policy applies to all money advanced for travel expenses incurred for overnight or out of county or state travel while on North Sound Regional Support Network business.

The NSRSN will establish an Advance Travel Revolving Fund to be used for advancing money for travel purposes. It will be used to defray necessary costs incurred while performing official duties when such costs would be a hardship on the involved elected Officials, delegates, employees, consumers or advocates.

USE:

The Advance Travel Revolving fund will be used solely for travel advances not direct payments to vendors. It will not be used for personal loans, pre-registration fees, direct payments of airline tickets, or reimbursements to employees or officers for travel already incurred.

RESPONSIBILITY:

Requests for travel advances must be approved by the Executive Director, Office Manager or designated member of the Board, prior to the advance being issued.

PROCEDURE:

1. Release of Advance Travel Funds

Advances for travel will be released only in the three day period preceding travel. No advance of any kind may be made to an elected official, delegate, employee, consumer or advocate at any time when he/she is delinquent in accounting for or repaying a prior advance.

2. Settlement of Travel Advances

Settlement of advances will be made on or before the 10th day following the end of the month the advance was issued. The person receiving the funds will file an expense voucher with the fiscal section. If the traveler's actual expense is less than the amount of the advance received, his/her voucher will be accompanied by the unexpended portion of the advance in the form of personal check or cash. If the traveler's expenses are in excess of the

amount advanced, the excess will be reimbursed by the NSRSN in the normal course of business.

3. Default In Repayment of Advance

Any default in accounting for or repaying the advance shall render the full amount, which is unpaid immediately due and payable, with interest at the rate of 10% per annum from the date of default until repayment is received. To protect against any losses on account of advances, the NSRSN will have a prior lien against, and a right to withhold any and all funds payable or which become payable to any elected official, delegate, employee, consumer or advocate to whom such advance has been given.

4. Unauthorized Expenditure of Advance Travel Funds

No advance shall be considered for any purpose as a personal loan to such elected official, delegate, employee, consumer or advocate and any unauthorized expenditure of such funds shall be considered a misappropriation of funds.

NORTH SOUND REGIONAL SUPPORT NETWORK
NSRSN Board of Directors
Approval Form

TO: NSRSN Board of Directors
FROM: Merle D. Adrian, Executive Director
DATE: July 14, 1999

Action Requested: The NSRSN Board is asked to approve **Motion #99-045.**

Approval Date: July 22, 1999

Source of Request: Marcia Gunning, Contract Compliance/Fiscal Manager

Motion: To authorize the revised Inventory and Asset Disposal Policy

Background: This policy updates our current Inventory Policy and modifies the current Treatment of Assets to read Asset Disposal Policy. The Modified policy provides the NSRSN with various disposal options, including enabling the Advisory Board to donate assets (equipment, computers, furniture, etc.) NSRSN have deemed no longer useful or surplus.

Fiscal Implications: None

Attachment(s): Revised Inventory and Asset Disposal Policy

Executive Recommendations: XXXX Approve ___ No Recommendation
_____ Further Review Required

Executive Director (Signature)

Inventory Policy

1. North Sound Regional Support Network will follow R.C.W. 36.32.210 regarding asset record keeping and reporting. The NSRSN will annually conduct a full and complete inventory of all capital assets in accordance with the standards established by the state auditor.
2. All items must have an initial cost, or value if donated, of \$1,000 or greater, unless the item is deemed to be a high-risk asset. The initial cost includes shipping, and applicable taxes. Items must also have an estimated life greater than one year.
3. The condition of each asset will be noted during the annual inventory.
4. For purposes of inventory identification, component parts used as a single work unit shall be added together and treated as a single inventory item.
5. Computers shall be broken down into three different groups; monitors; printers; keyboard, mouse, speakers and central processor unit.
6. Each item included in the property inventory shall be identified with a numeric asset identification tag, unless an item is impractical to tag.

Asset Disposal Policy

1. In addition to the requirements of R.C.W. 36.32.210, asset dispositions will be handled in the following manner. Each item shall include the reason for disposal, the date, and type of disposal.
 - a. Items purchased with grant funds will be disposed of in the manner set forth by the granting agency.
 - b. Items with no residual value shall be discarded as junk.
 - c. Items disposed of by trade-in for a like replacement product shall be recorded as a trade-in. The trade-in value shall be noted on the vendor invoice and added to the acquisition cost of the like item acquired.
 - d. Items to be disposed of at auction shall record the sale price of the item on inventory records.
 - e. Items may be disposed of by donation at the discretion of the Executive Director. The NSRSN Advisory Board will decide to whom the items will be donated. The inventory records will be adjusted to show who the items were donated to.

NORTH SOUND REGIONAL SUPPORT NETWORK
NSRSN Board of Directors
Approval Form

TO: NSRSN Board of Directors
FROM: Merle D. Adrian, Executive Director
DATE: August 13, 1999

Action Requested: The NSRSN Board is asked to approve **Motion #99-049.**

Approval Date: August 19, 1999

Source of Request: Marcia Gunning, Contract Compliance/Fiscal Manager

Motion: To authorize the Executive Director to enter into a professional services contract for NSRSN staff planning and training consultation and facilitation services

Background: Professional Services Contract will facilitate implementation of staff training as funded in the 1999 Budget. Total Staff Training Budget for 1999 is \$15,500.

Fiscal Implications: Appropriation included in 1999 Approved Budget

Attachment(s): None

Executive Recommendations: XXXX Approve ___ No Recommendation
_____ Further Review Required

Executive Director (Signature)

NORTH SOUND REGIONAL SUPPORT NETWORK
NSRSN Board of Directors
Approval Form

TO: NSRSN Board of Directors
FROM: Merle D. Adrian, Executive Director
DATE: August 13, 1999

Action Requested: The NSRSN Board is asked to approve **Motion #99-046.**

Approval Date: August 19, 1999

Source of Request: Marcia Gunning, Contract Compliance/Fiscal Manager

Motion: To authorize Professional Services Contract NSRSN-UBH-PSMD-99 between NSRSN and United Behavioral Health for Medical Director Consultation Services.

Background: See Executive Summary.

Fiscal Implications: Appropriation included in 1999 Approved Budget

Attachment(s): Executive Summary and Draft Professional Services Contract NSRSN-UBH-PSMD-99 between NSRSN and United Behavioral Health.

Executive Recommendations: XXXX Approve ___ No Recommendation
_____ Further Review Required

Executive Director (Signature)

MEDICAL DIRECTOR CONSULTATION SERVICES

EXECUTIVE SUMMARY

The NSRSN staff recommends that the NSRSN enter into a Professional Services Contract with United Behavioral Health (UBH) for Medical Director Consultation Services, (Child, Adult and Geriatric) effective 9/1/99 through 8/31/2000.

UBH is capable of and has successfully provided Medical Director Consultation Services for various Mental Health Regions within the State of Washington (King and Spokane). The NSRSN staff is looking forward to utilizing their expertise as we continue to implement a professional managed care mental health system throughout our service area.

It is anticipated that the NSRSN will require 6 hours of Medical Director Consultation Services per week. However, the contract is flexible and will allow the NSRSN to utilize these valuable services on an as need basis.

Medical consultation services the NSRSN shall be purchasing from UBH include:

- Doctor to doctor communications,
- Medical necessity review and recommendations,
- Service denial review,
- Grievance reviews,
- Facilitate medical director's meeting between NSRSN and NSRSN provider agencies to;
 - Discuss policy and procedural issues, clinical standards and best practices,
 - Provide feedback and consultation on said issues, and
 - Be a forum for debating important clinical and policy issues as the field of psychiatry and managed care evolves;
 - Medication review,
 - Medical practice guidelines for NSRSN and contracted provider clinical staff, and
 - Staff in-service trainings.
- Consultation to NSRSN Quality Assurance/Quality Improvement Department and to the Quality Management Oversight Committee (QMOC).
- Establish criteria and procedure for Medical Director review of Critical Incidents,
- Establish criteria and procedure for Medical Director review of clinical cases,
- Provide Professional Testimony as requested by NSRSN in judicial proceedings and clinical consultations in NSRSN grievance proceedings;
- Provide brief phone consultations 24 hours per day, 7 days per week.

DRAFT

PROFESSIONAL SERVICES AGREEMENT NORTH SOUND REGIONAL SUPPORT NETWORK AND UNITED BEHAVIORAL HEALTH CONTRACT # NSRSN-PSC-UBH-99

THIS AGREEMENT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN , 419 South 1st Street, Mount Vernon, Washington 98273 ("NSRSN"), and UNITED BEHAVIORAL HEALTH ("UBH" OR CONTRACTOR"), _____ San Francisco, CA

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. Terms and Conditions

- A. Term. This Agreement shall take effect September 1, 1999 and shall continue in full force and effect through August 31, 2000.
- B. Termination. This Agreement may be terminated in whole or in part by either party for any reason by giving THIRTY (30) calendar days written notice to the other party.
 - 1. Loss of Funding. In the event funding from any source is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to termination, NSRSN may terminate this Agreement by written notice effective upon Contractor's receipt of written notice. The parties may re-negotiate under new funding limitations and conditions.
 - 2. Breach. This Agreement may be terminated for any breach by either party. The terminating party shall give the breaching party five calendar days written notice to cure the breach. Failure to cure shall cause this agreement to terminate immediately at the end of the five (5) day period.
- C. Amendments. This Agreement may only be amended by written consent of both parties.
- D. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this

Agreement, including, but not limited to, laws against discrimination and conflict of interest laws.

- E. Relationship of Parties. Contractor agrees that Contractor shall perform the services under this Agreement as an independent contractor and not as an agent, employee or servant of NSRSN. The parties agree that Contractor is not entitled to any benefits or rights enjoyed by employees of NSRSN. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed upon services in accordance with the specifications set forth herein. NSRSN shall only have the right to ensure performance.
- F. Indemnification. Contractor and its subcontractors shall assume the risk of, be liable for, and pay all damages, costs and expenses of NSRSN and the member counties (including their officers, officials and employees) arising out of the performance of this Agreement, except to the extent caused by the negligence and/or willful misconduct of NSRSN. Contractor and its subcontractors shall hold harmless, defend and indemnify NSRSN and member counties against all claims, losses, suits, costs, counsel fees, damages, or judgments or decrees by reason of damage to any property or business and/or any death, injury or disability to any person arising, directly or indirectly, by contract or any act, error or omission of Contractor (including Contractor's employees, agents, subcontractors, participants and volunteers). Contractor and its subcontractors shall also indemnify NSRSN against injury to or claim brought by Contractor's or its subcontractor's employees.

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

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

G. Resolution of Disputes.

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

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

arbitration session which shall occur in Skagit County no later than thirty (30) days after the close of the meeting described in paragraph b) above.

3. The provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.
 4. Nothing contained in this Agreement shall be deemed to give the arbitrators the power to change any of the terms and conditions of this Agreement in any way.
 5. Any required advance expenses ordered by the arbitrator and connected with the arbitration proceedings will be paid equally by the parties subject to the later arbitrator's decision which may change the percentage of advance expenses to be paid by either party.
 6. If the underlying contract is for employment, any termination clause takes precedence over any other clause in the contract including the dispute resolution clause.
- H. Records and Reports. Contractor shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. Contractor shall retain all books, records, documents and other material relevant to this Agreement for five years after its expiration and all payment for the contract have been made. The later of the two dates initiates the five-year time frame. All books, records, documents, reports and other data 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.

II. Compensation

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

NSRSN shall pay to Contractor \$135 per hour For Medical Director Consultation Services. Maximum consideration shall not exceed \$42,120 for the duration of this Agreement, as described in Exhibit A.

- B. Payment Procedures. Contractor shall submit an invoice by the tenth (10th) of the month after the month in which services were provided. Invoice shall document actual hours worked daily. Preapproved travel shall be reimbursed only when a Travel Expense Voucher has been submitted along with Invoice for the time period of the submitted invoice. Failure to submit an invoice by the tenth (10th) may delay payment for one (1) month.

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

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

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

North Sound Regional Support Network
Attn.: Finance Manager
419 S. First Street, Suite 200
Mount Vernon, WA 98273-3806

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

III. Service Expectations

- A. Contractor shall remain a Board certified MD in psychiatry and have a Washington State Medical license during the term of this Agreement.
- B. Contractor shall provide services as set forth in Exhibit A attached.
- C. Contractor shall abide by the requirements of Section 1128A(b) of the Act prohibiting Contractors and other providers from making payments directly or indirectly to physicians or other providers as an inducement to reduce or limit services provided to recipients.

Miscellaneous

- A. Assignments. Neither party may assign its rights or delegate its performance hereunder to any person or entity without the prior written consent of the other party.
- B. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and there are no other agreements, written or oral, relating to the subject matter hereof.
- C. Headings. Paragraphs headings are for convenience and reference only and shall have no effect upon the construction or interpretation of any party of this Agreement.
- D. Severability. If any provision of this Agreement is found by a court to be invalid, unenforceable or contrary to applicable law, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, unenforceable or contrary to applicable law, shall not be affected and shall continue in full force and effect.
- E. Notices. All notices pertaining to this agreement shall be written and delivered , by certified U.S. mail or by hand delivery to the addresses shown below. Notices shall be deemed served upon receipt, or three days after postmark if mailed. Notices transmitted by facsimile which are followed immediately by mailing shall be deemed received on the date of the facsimile transmission.
- F. Venue. This Agreement shall be construed, both as to validity and performance, and enforced, subject to Paragraph I.H, in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Skagit County.
- G. Power to Execute. Both parties warrant they have the power and authorization to execute this Agreement and any other documents executed pursuant to this Agreement.

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

FOR NSRSN:

FOR CONTRACTOR:

_____ Date

Date

Merle Adrian, Executive Director

_____ EIN No. / Social Security

No

Approved as to Form for NSRSN:

Basic Form approved by Eugene H. Knapp, Jr. 6/99

Attorney at Law

Date

**NORTH SOUND REGIONAL SUPPORT NETWORK
MEDICAL DIRECTOR CONSULTATION SERVICES**

PURPOSE:

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

DUTIES AND RESPONSIBILITIES:

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

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

AVAILABILITY:

312 Hours for the duration of Contract

- 26 hours per month average
- 6 hours per week average

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

MINIMUM QUALIFICATIONS:

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

KNOWLEDGE SKILLS AND ABILITIES:

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

NORTH SOUND REGIONAL SUPPORT NETWORK
NSRSN Board of Directors
Approval Form

TO: NSRSN Board of Directors
FROM: Merle D. Adrian, Executive Director
DATE: August 13, 1999

Action Requested: The NSRSN Board is asked to approve **Motion #99-047.**

Approval Date: August 19, 1999

Source of Request: Marcia Gunning, Contract Compliance/Fiscal Manager

Motion: To authorize Management Information System Funding Carve-out Redistribution recommendation.

Background: The current NSRSN carve-out for MIS services for the 1999-2001 biennium is \$490,000. BDS Software and IS Agreements maximum consideration for the biennium (23 months) is \$186,400. The NSRSN recommends distributing the carve-out balance (\$303,600) to APN, Seamar and VOA per the formula to be presented at the July Advisory Board Meeting.

Fiscal Implications: Appropriation included in 1999 Approved Budget

Attachment(s): Management Information System Funding Carve-out Redistribution recommendation.

Executive Recommendations: XXXX Approve ___ No Recommendation
_____ Further Review Required

Executive Director (Signature)

NSRSN
INFORMATION SYSTEMS (IS) CARVEOUT AND
DISBURSEMENT FORMULA RECOMMENDATION
1999-2001 BIENNIUM

The attached spreadsheet documents NSRSN MIS carveout for the 1999-2001 biennium, NSRSN BDS 23 month contract budget and options 1 – 3 for distributing the remaining carveout (\$303,600).

- Option 1 distributes the funds available based on a percentage of the estimated 1999 – 2001 Biennial funding for APN, VOA and Seamar.
- Option 2 distributes the funds available based on the percentage of concurrent users for APN, VOA and Seamar.
- Option 3 distributes the funds available based on what APN, VOA and Seamar have indicated their NSRSN related timeshare and software support contracted BDS budgets will be.

The Management Team supported my recommendation to bring forth the recommendation that funds available for distribution be allocated using option 3.

- By allocating the available funds using this method, each provider would receive 78% of the NSRSN related Timeshare (system administration) and software support funding they have indicated will be required as they enter into contracts with BDS.

**NORTH SOUND REGIONAL SUPPORT NETWORK
1999 - 2001 BIENNIUM MIS CARVEOUT AND DISBURSMENT FORMULAS**

8/2/99

DESCRIPTION	\$
MIS CARVEOUT	490,000
BDS CONTRACTS:	
Software (23 mos)	6,900
Time Share (23 mos)	179,500
Total BDS Carveout	<u>186,400</u>
Funds available for distribution	303,600

	1 RSN Funding	%	Distribution	2 # Concurrent Users	%	Distribution	3 BDS Contract \$	%	Distribution
APN	58,819,525	96.149%	291,908	80	85.11%	258,383	335,010	86.123%	261,469
VOA	1,359,462	2.222%	6,747	10	10.64%	32,298	24,111	6.198%	18,818
SEAMAR	996,448	1.629%	4,945	4	4.26%	12,919	29,869	7.679%	23,312
TOTAL	<u>61,175,435</u>		<u>303,600</u>	<u>94</u>		<u>303,600</u>	<u>388,991</u>		<u>303,600</u>

BDS CONTRACTS 8/1/99-6/30/2001	1		2		3		
	Contract vs Distrib	%	Contract vs Distrib	%	Contract vs Distrib	%	
VOA							
Software (\$288 month)	6,624						
Timeshare (760.32 Mo)	17,487						
	<u>24,111</u>	(17,365)	28%	8,187	134%	(5,293)	78%
Seamar							
Software (\$160.65 Mo)	3,695						
Timeshare (\$1,138 Mo)	26,174						
	<u>29,869</u>	(24,924)	17%	(16,950)	43%	(6,557)	78%
APN							
Software (\$1,666.67Mo)	38,333						
Timeshare (12,899 Mo)	296,677						
	<u>335,010</u>	(43,102)	87%	(76,627)	77%	(73,541)	78%

NORTH SOUND REGIONAL SUPPORT NETWORK
NSRSN Board of Directors
Approval Form

TO: NSRSN Board of Directors
FROM: Merle D. Adrian, Executive Director
DATE: August 13, 1999

Action Requested: The NSRSN Board is asked to approve **Motion #99-048.**

Approval Date: August 19, 1999

Source of Request: Marcia Gunning, Contract Compliance/Fiscal Manager

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

Background: This biennial contract maintains same terms and funding as 1997-1999 Biennium Contract. Maximum NSRSN consideration for the term of this agreement is \$258,600.

Fiscal Implications: Appropriation is an APN pre-approved deduction from their monthly payment.

Attachment(s): 1999-2001 Biennium Contract between NSRSN and State of Washington – Department of Vocational Rehabilitation (DVR).

Executive Recommendations: XXXX Approve ___ No Recommendation
_____ Further Review Required

Executive Director (Signature)

CONTRACT NO. _____

**INTERAGENCY
AGREEMENT
BETWEEN**

NORTH SOUND REGIONAL SUPPORT NETWORK

AND

**STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

THIS AGREEMENT, Pursuant to Chapter 39.34 RCW and all relevant and associated statutes, is made and entered into by and between NORTH SOUND REGIONAL SUPPORT NETWORK (RSN) and the DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS).

THE PURPOSE OF THIS AGREEMENT IS TO PROVIDE services that will enhance employment outcomes for eligible persons with severe disabilities.

IN CONSIDERATION OF THE MUTUAL PROMISES AND OTHER CONSIDERATION RECITED IN THIS AGREEMENT, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. STATEMENT OF WORK

DSHS and the RSN shall furnish the necessary personnel ~~and, materials and/or~~ services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit "A" attached hereto and incorporated herein. Unless otherwise specified, DSHS and the contractor ~~the~~ shall be responsible for performing all fiscal and program responsibilities as set forth in Exhibit "A."

2. TERMS AND CONDITIONS

All rights and obligations of the parties to this agreement shall be subject to and governed by the terms and conditions contained in the text of this ~~A~~ agreement.

3. PERIOD DURATION OF PERFORMANCE

Subject to its other provisions, the period of performance of this agreement shall commence on July 1, 1999, and be completed on June 30, 2001, unless terminated sooner as provided herein.

4. CONSIDERATION AND PAYMENT

Consideration for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$258,600. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount.

5. BILLING PROCEDURE

The RSN pay to DSHS \$ 258,600. These funds shall be state and/or local funds containing no federal match.

The RSN shall pay DSHS by four direct cash transfer transactions of \$64,650 no later than 12/31/99, 6/30/00, 12/31/00, and 6/30/01.

6. NONDISCRIMINATION

During the performance of this Contract, the parties shall comply with all federal and state nondiscrimination laws and regulations. _____

7. RECORDS MAINTENANCE

- a. DSHS and NORTH SOUND REGIONAL SUPPORT NETWORK shall each maintain books, records, documents and other evidence which sufficiently and properly reflects all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by the law. DSHS shall retain all books, records, documents, and other material relevant to this agreement for six years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- b. Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the

furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to seek a court order prohibiting disclosure. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

ADVANCEMENTS

- ~~a. Upon the approval of the director of financial management, an advancement in the amount of _____ is appropriated.~~
- ~~b. An advance made under RCW 39.34.150 shall be available no longer than the period of the appropriation from which it is made. When the actual costs of materials and services have been determined, and in no event later than the lapsing of the appropriation, any unexpended balance of the advance shall be returned to the agency for credit to the fund or account from which it is made.~~

8. CONTRACT ADMINISTRATION

- a. The Program Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.
- b. The Program Manager for DSHS is: **Judy Abbott, 840 N. Broadway, Everett, WA. 98201-1290 Phone: 425-339-4868.**
- c. The Program Manager for the RSN is: **Merle Adrian, 419 South 1st Street, Mount Vernon, WA. 98273 Phone: 360-416-7013.**

9. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by NORTH SOUND RSN. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

10. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. INDEMNIFICATION

The RSN shall defend, protect, hold harmless and indemnify DSHS and its affiliates, their respective agents, contractors, subcontractors, employees, officers, directors, and other representatives from and against all claims, suits or actions arising from any services under this agreement at the direction of the County/RSN.

DSHS, its affiliates, their respective agents, contractors, subcontractors, employees, officers, directors, and their representative shall defend, protect, hold harmless and indemnify the RSN, its officers or employees from and against all claims, suits or actions arising from any negligent acts or omissions by DSHS, its affiliates, their respective agents, contractors, subcontractors, employees, officers, directors, and other representative while performing services under this agreement at the direction of DSHS.

In the event that the parties are found to be jointly negligent for any acts or omissions arising under this Agreement, then each party shall be responsible for its sole proportionate share.

12. INSURANCE

DSHS certifies it is self-insured for all exposure to tort liability, general liability, property damage liability, and vehicle liability as provided by Chapter 43.19, Revised Code of Washington.

The RSN certifies that either a) it is self insured and shall cover losses for which it is found liable up to \$1,000,000 per occurrence and \$2,000,000 aggregate, or b) it shall maintain commercial liability insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate and shall provide evidence of such insurance to DSHS within fifteen (15) days of execution of this Agreement.

13. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

14. TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

15. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

16. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the RSN or DSHS may terminate the contract under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

17. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

18. GOVERNANCE

- a. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
- b. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - Applicable state and federal law;
 - Statement of Work (Exhibit A); and
 - Any other provision of this Agreement, including Exhibits and other materials incorporated by reference.

~~19~~19. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, shall not be assigned or delegated by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

20. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

21. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirement of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

22. INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

23. ASSURANCES

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

THIS AGREEMENT, consisting of 9 pages, including all Exhibits, is executed by the persons signing below who warrant that they have the authority to execute this Agreement.

**NORTH SOUND REGIONAL
SUPPORT NETWORK**

**DEPARTMENT OF SOCIAL AND
HEALTH SERVICES**

Signature

Signature

Title Date

Title Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

STATEMENT OF WORK

Goals:

To make available to eligible persons the necessary Vocational Rehabilitation Services (VRS) to enhance employment outcomes.

To serve approximately 150 persons referred by the NORTH SOUND REGIONAL SUPPORT NETWORK and who are determined eligible by DSHS.

DSHS shall:

1. Accept applications; determine eligibility; determine nature and scope of services; develop individualized program of services; and monitor plan progress for Vocational Rehabilitation programs and services, in conjunction with all applicable federal and state rules and regulations.
2. Commit funding upon determination of eligibility--provided appropriate funds are available--to help the person prepare for and realize stability in employment according to his/her mutually-agreed upon Individual Plan for Employment (IPE).
3. Provide VRS so that persons with severe disabilities achieve stable employment stability, so long as measurable progress is being made toward IPE objectives.
4. Review every 90 days the progress of each person with appropriate involvement from the person, significant others, and the vendor.
5. Define the priority access to VRS funds which are consistent with state and federal regulations governing program access and share those priorities with NORTH SOUND REGIONAL SUPPORT NETWORK, persons with disabilities, families, vendors, and the general public.
6. Report every 90 days the following information:
 - a) Names of applicants.
 - b) Names of eligible persons.
 - c) Names of persons with IPEs.
 - d) Names of persons closed employed.
 - e) Services purchased for each person, listed by service, vendor and amount spent.

NORTH SOUND REGIONAL SUPPORT NETWORK shall:

1. Participate in making referrals of persons seeking employment--including Individual Employment (IE) and/or Group Supported Employment (GSE) to DSHS.
2. Participate in the coordination of resources, including Social Security Work Incentives, for long-term follow-along on behalf of persons with disabilities.
3. Encourage and assist vendors in providing employment services which lead to employment for people with severe disabilities.

DSHS and North Sound Regional Support Network shall:

1. Participate in any training deemed appropriate to carry out the intent of this interagency agreement.
2. Designate members for an implementation and monitoring team to review this agreement quarterly and report on the progress and effectiveness of the interagency agreement.