Per Advisory Board request made on November 6, 2001, Advisory Board members are asked to bring this packet to the meeting. Notebooks will no longer be provided on meeting day.

NORTH SOUND REGIONAL SUPPORT NETWORK
ADVISORY BOARD MEETING

North Sound Regional Support Network
Conference Room
117 North First St., Suite 8
Mt. Vernon, WA 98273
June 18, 2002
1:00 PM

Agenda

1. Call to Order; Introductions, Chair – 5 minutes

2. Revisions to the Agenda, Chair – 5 minutes

3. Approval of May 2002 Minutes, Chair – 5 minutes

4. Comments from the Public

    a. Enhanced Case Management – Greg Long – 15 minutes

5. Correspondence and Comments from the Chair – 5 minutes

6. Old Business

    a. Executive Director's Report - Chuck Benjamin – 5 minutes
    b. Finance Committee – Mary Good – 5 minutes
    c. Strategic Plan Committee –
    d. Activities and Liaison Committee – Charles Albertson
        1. Site Visitations for 2002
        2. County Advisory Board Liaison Reporting
        3. Consumer-Run Projects

7. Items To Be Brought Forward To The Board of Directors – Marcia Gunning, Contracts Compliance & Financial Services Manager

    a. Consent Agenda
    b. Action Items
    c. Emergency Action Items
    d. Motions Yet To Be Approved, Chuck Benjamin, Executive Director – 5 minutes

8. New Business - 10 minutes

9. Comments from County Advisory Board Representatives – 15 minutes

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

10. Comments from Public – 5 minutes

11. Other Business

    a. Request for Agenda Items

12. Adjournment

NOTE: The next Advisory Board meeting will be July 16, 2002, at the NSRSN Conference Room, 117 N. First Street, Suite 8, Mount Vernon.

North Sound Regional Support Network

NAME: ADVISORY BOARD

MEMBERS PRESENT: EILEEN ROSMAN, JACK BILSBOROUGH, DAN BILSON, IAN BROOKS, MARY GOOD, BOB HART, DWIGHT HINTON, MARIE JUBIE, DEAN STUPKE, JAMES VEST

MEETING DATE: MAY 21, 2002
MEETING TIME: 1:00 P.M.
MEETING LOCATION: NSRSN

MEMBERS EXCUSED: CHUCK ALBERTSON, JANET LUTZ-SMITH, JOHN PATCHAMATLA

MEMBERS ABSENT: KAY DAY, JOAN LUBBE, CHRIS WALSH

KEY CONTACT: EILEEN ROSMAN
PREPARED BY: MELINDA BOULDIN

STAFF: CHUCK BENJAMIN, MELINDA BOULDIN, SHIRLEY CONGER, CHUCK DAVIS, SHARRI DEMPSEY, MARCIA GUNNING, WENDY KLAMP, GREG LONG, MIKE PAGE

GUESTS: OTIS GULLEY, KELLY FOSTER, FAY BUCHANAN, KATHRYN HARRIS, MARLA ELDER-KOPLITZ, LAUREL BRITT, JANE RELIN

MINUTES

Item #	Item	Discussion	Discussion Leader	Decision(s) Made, Action Taken, Assignments Given
1	**Call to Order, introductions**	Chair Rosman convened the meeting at 1:00.	Eileen Rosman	
2	**Revisions to the Agenda**	Dan Bilson asked to be added under New Business. Dwight Hinton also asked to make a brief presentation about the Lorelei Coy Library. Sharri Dempsey indicated that she would be announcing an "All Aboard" as well.	Eileen Rosman	
3	**Approval of Minutes**	Chair Rosman called for approval of the April minutes. Marla Elder-Koplitz shared that although she had failed to sign in, she was indeed present and would like the April minutes to reflect that.	Eileen Rosman	**Motion: It was moved, seconded and approved to accept the April minutes as amended.**
4	**Comments from the Public**	Otis Gulley shared that he continues working on his Vision of Hope. He will keep grabbing at it. Those who are ill and are getting healthy really want to help others. Need to work as a team.	Eileen Rosman	
5	**Correspondence and Comments from the Chair**	Chair Rosman shared correspondence from John Patchamatla who had attended the open house at the Compass Children's Crisis facility on May 8, 2002. He is impressed with the remodeling. He spoke with Janice Lovelace and Becky Olson-Hernandez who encourage all to visit. John suggests an "All Aboard". Marie Jubie added that she had also visited the facility and was impressed with it.	Eileen Rosman	
6	**Old Business**			
		6.a Executive Director's Report Mr. Benjamin **thanked Otis Gulley for coming and promoting recovery!** He reported on his attendance at the **Stakeholder meeting in Olympia** where the focus seemed to be the budget decrease in the next biennium. He reminded all that we need to continue working together. The NSRSN intends to comment again on the **MHD Strategic Plan.** Although no suggestions made by any RSNs were implemented the first time, we are told that they may be re-submitted for possible consideration. The due date for this is Tuesday, May 28. A lot of hard work lies ahead in the **implementation of the new software system.**	Chuck Benjamin	

		We continue to work with the providers in this area. Wendy Klamp and the Quality Specialists continue to work hard to set up the **Access Review**. The NSRSN **levied a sanction of $5,000 against WCPC** for a failed crisis outeach. This is being appealed. **MHD audits** are still going on, so far have been successful. Licensing review of bridgeways 90%, CCSNW 93%, Snohomish County ITA passed, VOA crisis passed (no numerical scores assigned to last two) **Anne Hoffman has resigned again. Mr. Benjamin introduced Shirley Conger and Chuck Davis as our two new Ombuds. They have scheduled training with the Washington Institute. Chuck Albertson is working on the "media gang", putting together a proposal for Ely Lilly for $30,000 media campaign.**		
		Second annual **recovery conference** slated for November 13. Karl Brimner has again been invited. President Bush has endorsed **Mental Health parity** and has established the New Freedom Commission. Mr. Benjamin has been authorized to go to the **Medicare Medicaid conference** in Baltimore Maryland later this year. He drew attention to the **2001 NSRSN Annual Report** which all members will receive in their next mailing.		
		6.b Finance Committee Ms. Good reported that the Advisory Board Finance Committee recommends approval of expenditures as presented to them. They heard the Board of Directors Finance Committee report, and discussed cost of children's hospitalization. The committee approved their minutes from the previous meeting.	Mary Good	**Motion: It was moved, seconded, and approved to recommend the Board of Directors approve the Advisory Board expenditures as presented.**
		6.c Strategic Plan Committee No report. This group will meet at 11:00 on June 18th.		
		6.d Activities and Liaison Committee 1. Site Visits - Sharri Dempsey can facilitate a visit to the Children's Crisis Facility and also Lake Whatcom. An invitation has been extended to visit on June 26. 2. No report, Ms. Bouldin asked if the Board wants this to remain as a standing agenda item as previously requested. She was told to leave it as is for the time being. 3. No report.	Eileen Rosman	

7	**Consent Agenda**	**7.a Consent Agenda** There was none.	Marcia Gunning	
		7.b Action Items There were none.	Marcia Gunning	
		7.c Emergency Action Items **1.** To authorize Contract NSRSN-Magill-PSC-02 between the North Sound Regional Support Network and Sam Magill Consulting effective June 1, 2002 through December 31, 2002. Maximum consideration shall not exceed $14,250 (less APN payment of $4,125) Adjusted Maximum Consideration to NSRSN shall not exceed $10,125. **2.** To professional services contract #NSRSN-Pjones-TC-02 between the NSRSN and Pam James effective April 24 & 25, 2002. Maximum consideration shall not exceed $700.00, which includes travel. **3.** To authorize professional services contract #NSRSN-Clocust-TC-02 between the NSRSN and Carol Locust effective April 24 & 25, 2002. Maximum consideration shall not exceed $1,800.00, which includes travel.	Marcia Gunning	**Motion: It was moved, seconded, and approved to recommend the Board of Directors approve the Emergency Action items as presented.**
		7.d Motions Yet to be Approved Ms. Gunning directed the Advisory Board to review the Introduction Items listed in her memo .	Chuck Benjamin	
8	**New Business**		Eileen Rosman	
		Dan Bilson requested the NSRSN obtain a copy of an article in the Spokane Review entitled "The End of Mental Health Monopoly". Rather than writing a letter, it was suggested that this could be obtained via the internet. Mr. Bilson also requested copies of audits of providers be sent to Thomas J. Linham, Office of Financial Management.		**NSRSN staff will contact Mr. Linham to clarify request and provide requested documents, and request a copy of the mental health article in the Spokane Review.**

		Dwight Hinton provided members with an outline for the Lorelei Coy memorial library. It was decided that a library committee be established. Discussion occurred around what needs to be included in the library. It was decided that a DSM 4, thesaurus, ADA, Robert's Rules be included. The mission statement for the Library will be "To Enlighten and Educate". Ms. Elder-Koplitz has electronic copies of some advocacy materials. Eileen Rosman has access to used books. After discussion it was decided that anyone, through an Advisory Board member, has access to library materials. Length of borrowing period will be meeting to meeting. Those not adhering to this timeframe will be publicly mentioned at the next meeting.		**Marie Jubie, Marla Elder-Koplitz, Eileen Rosman, and Dwight Hinton will serve on Library Committee. Marla Elder-Koplitz committed to sending electronic copies of advocacy materials to the staff for inclusion in the Library. Eileen Rosman will check on access to used books relevant to the A.B. Library. Ms. Bouldin will check on availability and price of video series on chemical abuse.**
9	**Comments from County Advisory Board Reps.**	**9.a Island County** **9.a** No report, group meets again on June 3.	Eileen Rosman	
		9.b San Juan County Mr. Stupke reported that Chuck Benjamin had attended their meeting and offered a great presentation on the function of the NSRSN. He thanked Mr. Benjamin.	Eileen Rosman Dean Stupke	
		9.c Skagit County Mr. Hart reported that two items were discussed; Childrens hospital alternatives and respite. Bob LeBeau spoke of alternatives available. Mr. Hart further reported that their group discussed the dramatic changes in court costs related to an increase in ITA jury trials, mostly Whatcom County folks. This is a continuing saga. Half the cost of the entire system is taken up with these trials.	Bob Hart	
		9.d Snohomish County Becky Olson-Hernandez spoke about Childrens Crisis Services. Jill Dace reported about funding and services. Susan Fox resigned. Marie Jubie read aloud a letter she had written to Secretary Braddock, and shared her "Loud and Proud" award she received for her work in stigma reduction and advocacy. Jack Bilsborough announced the NAMI picnic will be held on August 19. A new family support group will be starting, as will more family to family training.	Marie Jubie	
		9.e Whatcom County No report, no meeting.	Chuck Albertson	

10	**Comments from Public**	Otis Gulley thanked Chuck Benjamin, Sharri Dempsey, and Melinda Boulding for their help and support. He praised the Tribal Conference and was so thankful he was able to attend. Ms. Elder-Koplitz thanked the staff at the NSRSN for being very accommodating of her and she values the trainings offered.	Eileen Rosman	
11	**Other Business**	**11.a Request for Agenda Items** none	Eileen Rosman	
12	**Adjournment** **Handouts:** **Future Requested Presentations:**	2:40 Library parameters Draft Library Policies and Procedures Strength Based Treatment Best Practice Case Management	Eileen Rosman	

MEMORANDUM

DATE: May 29, 2002

TO: NSRSN Advisory Board

FROM: Marcia Gunning
Contracts Compliance & Financial Services Manager

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

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

CONSENT AGENDA

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

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

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

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

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

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

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

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

- *.4 FTE Project Manager / Client Liaison to manage report requests and the ongoing training needs of the Raintree liaison. Works with the Programmer to document report specifications.*
- *.4 FTE Programmer for ongoing database maintenance, documenting report specifications and writing reports to such specifications.*

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

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

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

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

<u>ACTION ITEMS</u>

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

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

2. To adopt NSRSN's Disenrollment Policy and Procedure

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

<u>EMERGENCY ACTION ITEMS</u>

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

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

GLBT Workgroup has independently raised funds to assist in bringing Dr. Hedgepeth to the NSRSN to conduct these trainings.

ITEMS NOT YET REVIEWED BY THE ADVISORY BOARD

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

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

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

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

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

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

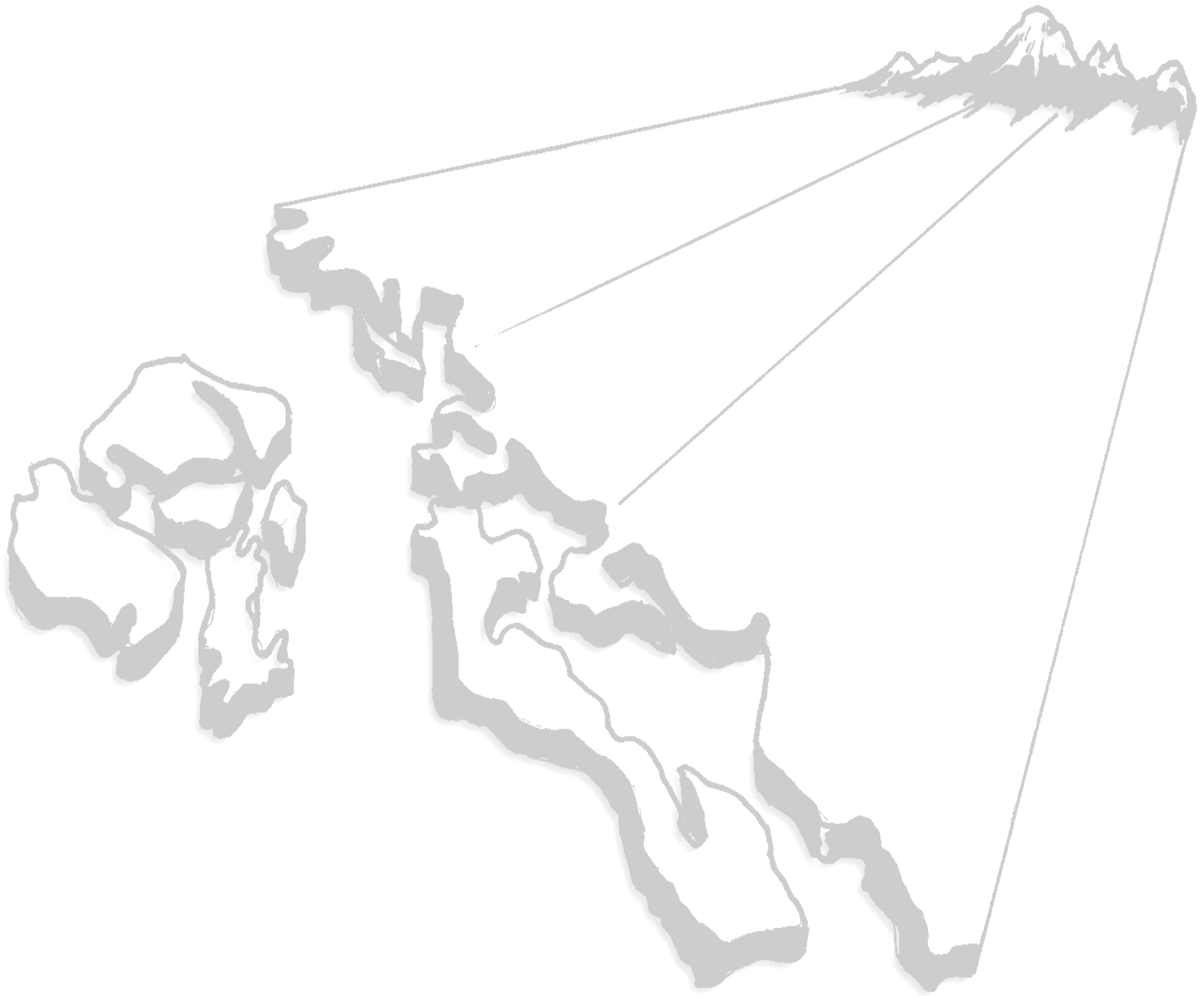
4. To introduce contract NSRSN-Compass-MICA-01, Amendment 1 between the NSRSN and Compass Health for co-occurring disorder services and training, extending the sunset date to 12/31/02. Maximum consideration remains unchanged at $142,817.

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

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

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

DRAFT



Enhanced Case Management Programs In the North Sound Region

DRAFT

Enhanced Case Management Programs for the North Sound Region

Executive Summary:

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

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

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

Recommendations:

- The NSRSN should look at developing one or more Enhanced Case Management Programs in the Region in the coming years. Enhanced Case Management Services featuring highly intensive outreach services providing seven days a week and extended hour coverage are becoming widely acclaimed as an important and expected component in a quality mental health system. Progressive community mental health programs around the state and nation are setting up these programs.
- These programs need to focus on the highest need consumers who have not been able to live successfully in the community. This service should focus on consumers who are repeatedly hospitalized, are continually unstable in their community placements or are homeless.
- Consumers have expressed concerns about the aggressiveness and intrusiveness of these services. These concerns can and should be minimized by program design emphasizing consumer voice, consumer rights, and consumer oversight.
- Funding for the program should be anticipated to cost around $10,000 per consumer per year depending on the size and structure of the program. The NSRSN will seek collaborative partnerships with other organizations and governmental entities to obtain funding for these intensive services.

Introduction:

The NSRSN's Strategic Plan identified the need to study Enhanced Case Management Programs in the year 2001. Advocates nationally and regionally have called for development of ACT Programs. This has taken on added

significance because the Mental Health Division of the State of Washington has decided to reduce the number of hospital beds by 120 during this biennium.

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

The Essential Elements of ACT Programs:

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

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

Effectiveness of ACT Programs:

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

Many studies in other communities have also shown ACT is effective in reducing the number of days spent in psychiatric hospitals. (Kent County, Michigan-Mulder, 1985; Sydney, Australia-Hoult, et al 1983; Chicago-

Bond, 1990; and Indiana-Bond, Miller, Krumwied & Ward-1998. Some of these studies indicate that consumers in ACT programs have fewer symptoms than their counterparts and have expressed more satisfaction with life.

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

Alternative Perspectives on ACT Programs:

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

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

Enhanced Case Management Programs for the North Sound Region

Current Enhanced Case Management Programs around the Country and State:

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

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

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

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

Current Intensive Case Management in the North Sound Region:

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

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

Conclusion and Recommendation:

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

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

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

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

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

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

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

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

Village Enhanced Case Management Model

Summary prepared by Greg Long

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

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

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

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

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

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

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

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

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

Underlying values:

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

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

Consumer and Advocate Response: Very positive

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

Clark County "PACT" Model

Summary prepared by Greg Long

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

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

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

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

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

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

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

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

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

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

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

Contact: Marlene Sesali, UBH, Clark County

Peninsula CMHC Intensive Case Management Model

Summary prepared by Greg Long

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

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

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

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

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

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

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

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

Underlying values: Maintain community tenure and stability. "Whatever it takes. Do it"
Outcomes: Limited Outcome Data, Believes there is a reduction in Hospitalizations, Staff and consumers like the program—"Its is popular", "QRT love the program"

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

Contact: Becky Brown, Peninsula CMHC

Intensive Case Management
In the City of Snohomish

Summary Prepared by Greg Long

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

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

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

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

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

Research References

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

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

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

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

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

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

Enhanced Case Management Comparisons

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

Criteria	PACT Model	PACE	Compass	CMHS	WCPC	LWRTC	Village	Clark RSN	Peninsula	Snohomish
Frequency of Staff Meetings	Daily	Not specified, not daily	Not specified, not daily	Not specified, not daily	Not specified, not daily	Not specified, not daily	Daily	Daily	Daily	Daily
Length of Service	Long Term/ possibly for life.	Not specified	Long Term	Long term	Long term, but intense services are for a few months	Long tern	Long term	Long-Term	A week to nine months	Long term, people did graduate after 1-2 years of stability
Percentage of Time Service is provided out of the Office	75% in urban and 85% in rural settings is out of office	Not specified	Not specified. Available as needed	Not specified. Available as needed	Majority of time is outside the office for Intensive Case Managers	High percentage of service is in community. Not specified.	At least 60% of clinician's time is out in the community.	85 % of services are delivered in the community	Majority of service is outreach	80%+ No office for client meetings
Integration of Substance Abuse TX	Somewhat	Not specified	Available, but not main component of program	Available, but not main component of program	One Intensive case manager is a CD specialist	Available, but not main component of program	Yes			No, specific programming
Use of Peer Staff	Yes	Not specified	No	No	No	No	Yes	Yes	No	No
Values	Community Living, Staying out of hospital, Employment	Empower-ment Recovery Choice Employ-ment			Recovery/ Rehab Model. Strong emphasis on housing and employment		Consumers and their expressed needs come first. Recovery Philosophy. Community Living and Integration. Reduce dependence on hospitals. Employment	Hope for future, Strengths-based model, Strong vocational emphasis	Maintaining community tenure and stability. "Whatever it takes. Do it."	Independent community living and community activities. Reducing hospital usage
Consumer/ Advocate Support of Program	Positive by participants. Consumer advocates are critical	Positive			New program. No data yet.		Very Positive	Positive	Positive	Positive
Outcomes	Thoroughly researched	Not specified or researched	Not specified or researched	Not specified or researched	Not specified or researched	Not specified or researched	Reducing hospital usage. 95% of consumers stay in the program	Not specified or researched	Not specified or researched. Believes it has reduced hospital utilization.	Yes, dramatic drop in hospital utilization

Cost	Depends on exact model. Probably $10,000 plus per consumer						Average cost $10, 525. Range $4,950-$16,100	$10,000 per consumer per month		Slightly less than CCF Rates

PROFESSIONAL SERVICES AGREEMENT

NORTH SOUND REGIONAL SUPPORT NETWORK

AND

RAINTREE SYSTEMS, INC

CONTRACT # NSRSN-RAINTREE-ISSB-02

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

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. Terms and Conditions

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

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

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

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

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

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

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

F. Indemnification. Contractor shall defend, hold harmless and indemnify NSRSN and its member counties and employees against any and all claims, liabilities, damages or judgements asserted against, imposed upon, or incurred by NSRSN and its member counties and employees alleged to arise out of the negligent or wrongful acts of CONTRACTOR or CONTRACTOR's officers and employees, agents or volunteers.

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

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

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

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

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

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

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

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

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

4. The parties agree that in the absence of fraud by one of the parties, the

arbitrators' decision shall be binding, final and not appealable to any court of law.

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

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

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

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

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

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

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

than those established under HIPAA. In each case, the more stringent rules will be applied by RAINTREE.

2. **Raintree Software Product Compliance with HIPAA Requirements.** RAINTREE warrants that the Raintree Software Products will operate in a manner that enables NSRSN as a Health Plan and/or health care provider to comply with rules of the Department of Health and Human Services establishing standards for electronic transactions and code sets to be used in those transactions found at 45 CFR Parts 160 and 162 (adopted on August 17, 2000, 65 FR 50312, et. Seq.). RAINTREE will make such modifications to the Raintree Software Products as are necessary to comply with the rules in a timely manner, and make such modifications available to NSRSN at no additional cost to NSRSN. RAINTREE will ensure that the Raintree Software Products will operate in a manner that enables NSRSN to comply with the final version of rules proposed by the Department of Health and Human Services under HIPAA that establish Standards for Privacy of Individually Identifiable Health Information (rule proposed on November 3, 1999, 64 FR 59917 et. Seq.), particularly relating to maintenance of a record of the existence of an authorization by a subject of Individually Identifiable Health Information to disclose such information to a third party, and maintenance of an audit trail of any disclosure of Individually Identifiable Health Information to third parties. RAINTREE will similarly ensure that the Raintree Software Products operate in a manner that is consistent with the final version of rules proposed by the Department of Health and Human Services under HIPAA, including proposed rules governing security and electronic signature standards (proposed on August 12, 1998, 63 FR 43242, to be codified at 45 CFR Part 142), National Standard Identifiers for Health Care Providers (rules proposed on May 7, 1998, 63 FR 25320, to be codified at 45 CFR Part 142), National Standard Employer Identifiers (rule proposed on June 16, 1998, 63 FR 32784, to be codified at 45 CFR Part 142), National Standard Identifiers for Health Plans (no rule proposed as of August 2000), National Standard Identifiers for Health Claim Attachments (no rule proposed as of August 2000), and National Standard Identifiers for Individuals (referred to at 42 U.S.C. 1320d-2 (b)(1), although no rule has been proposed).

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

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

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

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

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

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

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

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

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

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

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

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

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

(I) In the event that the final rules adopted by the Department of Health and Human Services that establish Standards for Privacy of Individually Identifiable Health Information include a requirement that Business Partner Agreements state that Individuals who are Individually Identifiable Health Information is disclosed by NSRSN to RAINTREE are intended third party beneficiaries of the Business Partner Agreement, then such a provision shall be deemed to have been incorporated into this Agreement.

II. Compensation

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

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

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

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

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

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

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

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

III. **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

EIN No.

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

Exhibit A
SERVICE BUREAU SERVICES

Raintree Responsibilities:

1. Raintree Staff Support

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

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

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

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

2. Custom Reports

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

3. Program Changes

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

NSRSN Responsibilities:

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

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

3. Maintain Raintree Security Table.

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

NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT

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

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

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

1. Term. The term of this Agreement shall be modified to be in effect July 1, 2001 and shall continue in full force and effect through June 30, 2003..
2. Maximum consideration of this Amendment shall not exceed $10,020. Maximum consideration for the entire term of this agreement shall not exceed $20,040.

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

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

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

NORTH SOUND REGIONAL SUPPORT NETWORK
CONTRACT AMENDMENT

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

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

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

3. Term. The term of this Agreement shall be modified to be in effect July 1, 2001 and shall continue in full force and effect through June 30, 2003..
4. Maximum consideration of this Amendment shall not exceed $366,903. Maximum consideration for the entire term of this agreement shall not exceed $714,605.

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

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

NORTH SOUND REGIONAL SUPPORT NETWORK		ASSOCIATED PROVIDER NETWORK	
______________________________		______________________________	
Charles R. Benjamin Executive Director	Date	Jere LaFollette Executive Director	Date

Effective Date: North Sound Regional Support Network

POLICY

Cancels:

See Also: **Approved by: Board of Directors**

POL-004

COMPLAINT, GRIEVANCE, APPEAL, AND FAIR HEARING POLICY

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

Although the NSRSN encourages the resolution complaints, grievances, and appeals of service determinations at the lowest possible level, consumers may, initiate a grievance or appeal with the NSRSN without first utilizing the complaint process. Consumers may file for fair hearing without first utilizing the complaint, grievance, or appeal process. When a consumer wishes to request disenrollment from the prepaid health plan for good cause they must first utilize the Grievance Process (PRO 004B) included in this NSRSN complaint and grievance policy. ***(For information about Disenrollment see North Sound Regional Support Network Disenrollment Policy 003).***

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

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

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

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

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

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

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

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

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

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

CONSUMER

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

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

COMPLAINT

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

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

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

.

GRIEVANCE and APPEAL

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

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

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

FAIR HEARING

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

PROVIDERS

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

PROVIDER NETWORKS

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

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

REFERENCES and ADDITIONAL REQUIREMENTS

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

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

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

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

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

Effective Date:	**PROCEDURE**	***Page: 1 of 1***
Cancels:		

See Also: Approved by:_________________

PRO-004A **INITIATING AND RESPONDING TO COMPLAINTS**

This procedure outlines the process for complaints that involve;

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

A. For complaints that involve direct service providers:

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

OR

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

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

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

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

OR

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

Provider Network (Highest Level of Administration)

OR

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

.

7. Reviews the complaint

8. Offers Ombuds services to the consumer for assistance

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

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

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

11. Provides follow up to assure implementation of agreements.

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

Or

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

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

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

Provider Network (Highest Level of Administration)

1. **Offers** Ombuds assistance

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

3. **Provides** a written response, with a copy to the NSRSN within 30 days of receipt of complaint. Written response will include:
   a. Reason for decision
   b. Right to pursue a grievance or appeal with the NSRSN

4. **Provides** follow up to assure implementation of agreements.

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

Or

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

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

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

NSRSN

1. **Follows** steps B1 through B4 above.

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

Or

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

Consumer	**12. Initiate** a grievance or appeal **(see PRO 004–B)** with the NSRSN, or request a fair hearing. **(see PRO 004-C)**

PROCEDURE

Cancels:

See Also: Approved by:__________________

PRO-004B INITIATING AND RESPONDING TO GRIEVANCES AND APPEALS

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

Consumer, Provider, Provider Network Other Involved Parties
.

9. Provides all documentation 5 days in **and** advance to allow for review prior to the grievance meeting

10. May **present** their information and provide supporting documentation

NSRSN

11. Mails written response within 30 days of receipt of the written grievance or appeal *(unless an extension, not to exceed 90 days, is agreed to in writing by the consumer and NSRSN).* The written response will include:

a. The reason for the decision
b. The right to request a fair hearing

Or

Mails written response within 15 days of receipt of written grievance or appeal when it involves request for disenrollment, *(unless an extension, not to exceed 90 days, is agreed to in writing by the consumer and NSRSN).* The written response will include:

a. The reason for the decision
b. The right to request a fair hearing

Provider or Provider Network

12. Issues a report to the NSRSN within 30 days of decision.

13. Assures staff with the authority to assure implementation of agreements or decisions provide follow up.

NSRSN

14. May **offer** the consumer a follow up interview with the grievance committee to discuss any concerns about retaliation

⇒ If consumer is dissatisfied with the results of the grievance and appeals process, they <u>may</u>:

Consumer

15. Request a fair hearing with the Office of Administrative Hearings **(see PRO 004-C)**

Or

If the grievance is related to a request for disenrollment, **Submit** a written request for disenrollment to the MHD Fair Hearing Coordinator ***(For information about Disenrollment see North Sound Regional Support Network Disenrollment Policy 003).***

PRO-004C INITIATING AND RESPONDING TO REQUESTS FOR FAIR HEARING

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

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

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

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

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

Effective Date:	***North Sound Regional Support Network***
	POLICY
Cancels:	
See Also:	**Approved by: Board of Directors**

POL-003

DISENROLLMENT FROM NSRSN PREPAID HEALTH PLAN

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

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

Who may use this policy:

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

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

   a. Loses eligibility for Title XIX Medicaid services or
   b. Is deceased.

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

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

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

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

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

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

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

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

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

REFERENCES AND ADDITIONAL REQUIREMENTS

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

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

PROCEDURE

Cancels:

See Also: Approved by:__________________

PRO-003A DISENROLLMENT FROM NSRSN PREPAID HEALTH PLAN

*Prior to requesting disenrollment, consumers must first utilize the Grievance Process (**PRO 004B**) included in the NSRSN Complaint, Grievance, Appeal, and Fair Hearing Policy (**POL-004**).*

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

and Provider Network

(Highest Level of Provider Administration per contract)

6. **Sends** a copy of all disenrollment activities to the MHD.

MHD

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

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

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

AGREEMENT FOR PROFESSIONAL SERVICES
Agreement #NSRSN-Hedgepeth-02

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

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

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

<u>Training Objectives and Outcomes are:</u>

- To increase knowledge about the nature of sexual orientation, gender identify and specific issues faced by GLBT clients.

- To increase awareness of the need for sensitivity in dealing with GLBt CLIENTS.

- To examine barriers to effective work with GLBT clients and strategize ways to overcome these barriers.

3. NSRSN agrees to reimburse contractor per the following:

- Contractor shall be paid only if NSRSN has a fully executed contract on file.

- Contractor shall submit an invoice by the tenth (10th) of the month after the month in which services were provided. Invoice shall document name and date of training, actual hours spent in preparation, and actual travel expenses (mileage, meals with receipts, lodging receipt if applicable).

- Travel expenses will be reimbursed per the following:
    a. Meal Limits – Breakfast $8; Lunch $10; Dinner $18.
    b. Mileage when using personal car at $.365 per mile.
    c. Lodging – Actual expense at single room rate.
- Failure to submit an invoice by the tenth (10th) may delay payment for one (1) month.

- Contractor shall submit all requests for reimbursement to:

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

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

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

MAXIMUM CONSIDERATION FROM NSRSN SHALL NOT EXCEED $3,000.00

* Reimbursed through GLBT workgroup Funds, not NSRSN

Dated:________________________________ Dated:______________________

________________________________ ______________________________

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

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

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

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lifespaneducation.com

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