

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

**North Sound Regional Support Network  
Conference Room  
117 North First Street, Suite 8  
Mt. Vernon, WA  
October 25, 2001  
1:30 PM**

**AGENDA**

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

*“What repercussions, if any, are felt in our mental health services in the wake of September 11th?”*

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

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

**Motion #01- 071** To review and approve NSRSN claims paid from September 1, 2001 to September 30, 2001 in the amount of (unavailable). Payroll for the month of September in the amount of (unavailable), and associated benefits in the amount of (unavailable).

**14. Emergency Action Item – Marcia Gunning, Contracts Compliance/Financial Services Manager**

**Motion #01-072** To authorize Executive Director to enter into professional services contract with Sam Magill Consulting, Inc. for Recovery: Vision of Hope Conference and Board Retreat Facilitation and Consultation services, effective October 10, 2001 through November 30, 2001. Maximum consideration shall not exceed \$5,000.

*This contract will enable Sam Magill to provide facilitation leadership and consulting services, both during the Recovery: Vision of Hope Conference and at the 1.5 day Board Retreat immediately following the conference. He will assist the NSRSN Board Retreat Participants in developing next steps and strategies for implementing a Recovery Model of Care within the NSRSN.*

**Motion #01-074** To authorize Executive Director to enter into professional services contract with Wilma Townsend, MSW for Recovery: Vision of Hope Conference and Board Retreat Recovery Model Education, Training and Development services, effective November 1 and 2, 2001. Maximum consideration, including transportation, lodging and meals shall not exceed \$4,000.

*Ms. Wilma Townsend is considered one of the foremost experts within the United States on the Mental Health Recovery Model of Care. She is the author of “Emerging Best Practices in Mental Health Recovery Consumer Module”, which was successfully implemented in the State of Ohio. She is currently assisting mental health systems throughout the US develop and implement successful recovery models of care through.*

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

**Motion #01-067** To approve contract #NSRSN-UBH-PSC-01 between North Sound Regional Support Network and United Behavioral Health Services, effective November 1, 2001 through October 31, 2002. Maximum consideration shall not exceed \$30,000.

*The current contract with UBH for Medical Director Services sunsets October 31, 2001. This contract purchases the same services at the same rate \$135 per hour with the same maximum consideration as the prior year.*

**Motion #01-068** To approve NSRSN 'Framework for all NSRSN Activities'.

NSRSN's proposed Framework for all NSRSN Activities is the work of a Framework and Principles Workgroup. This work group, consisting of various stakeholders including consumers, advocates, county and provider representatives, reviewed the NSRSN 3/99 Framework and Principles Document and recommend the attached modified Framework for all NSRSN Activities, which lays out the core values, principles and key elements of consumer care that will be the basis for all NSRSN activities and contracts.

**Motion #01-069**To approve the NSRSN's "Standards of Care Manual " (Eligibility and Clinical Care Standards).

*NSRSN clinical staff facilitated a "Level of Care Manual" review work group. This work group consisted of NSRSN staff and consumer/advocate. They met with various stakeholders including providers and allied systems. The result is a revised clinical manual, the NSRSN Standards of Care Manual (Eligibility and Clinical Care Standards), formally known as Level of Care Manual. The "Standards of Care Manual" was approved by QMOC on August 15, 2001*

**16. Introduction Item – Rhea Miller, Chair**

**Motion #IN-035** To introduce the NSRSN Preliminary Proposed 2002 Annual Administration Budget.

*The proposed NSRSN 2002 Annual Administrative Budget and related materials are being introduced to the NSRSN Board of Directors at their October 25, 2001 meeting. The Preliminary Proposed Budget will be available for public review and comment beginning October 25, 2001*

**17. Executive Session - Chair**

**18. Reconvene - Chair**

**19. Adjournment – Chair**

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

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

**North Sound Regional Support Network  
Conference Room  
117 North First Street, Suite 8  
Mt. Vernon, WA  
September 20, 2001  
1:30 PM**

**MINUTES**

**Present:**

Rhea Miller, Chair, San Juan County Commissioner  
Ward Nelson, Vice Chair, Whatcom County Council  
JoAnn Angevine, Alternate for Kenneth Dahlstedt, Skagit County Commissioner  
Dan Bilson, Chair, NSRSN Advisory Board  
Andy Byrne, Alternative for Pete Kremen, Whatcom County Council  
Joe Johnson, Nooksack Tribe  
Susan Neely, Alternate for Mike Ashley, Snohomish County Council  
Gary Nelson, Snohomish County Executive  
Mike Shelton, Island County Commissioner  
Kirke Sievers, Snohomish County Council  
Jim Teverbaugh, Alternate for Bob Drewel, Snohomish County Executive  
Melinda Trujillo, Alternate for Della Hill, Tulalip Tribe

**NSRSN Staff Members:**

Chuck Benjamin, Melinda Bouldin, Sharri Dempsey, Marcia Gunning, Greg Long,  
Bill Whitlock

**Guests:**

Brad Furlong, Mary Good, Jess Jamieson, David Jefferson, Jere LaFollette, Jane  
Relin, Josselyn Winslow,

**15. Call to Order; Introductions – Chair**

Chair Miller opened the meeting at 1:34 p.m.; introductions were made of all  
present.

**16. Revisions to the Agenda – Chair**

There were none

**17. Approval of Minutes – Chair**

Moved and seconded to approve the August minutes as presented. All in  
favor, motion carried.

**18. Comments & Announcements from the Chair**

Chair Miller commented briefly on:

- Thanked Karl Brimner, Jess Jamieson and all others who offered words of comfort after the events of September 11. Chair Miller called for a moment of silence.
- Sharri Dempsey presented Chair Miller with framed artwork created by a young American Indian woman who is at the SeaMar Visions facility in Bellingham. The art is hung in the NSRSN Conference Room. She thanked the Board for their support of the program.
- Chair Miller announced the Recovery Model Conference / Board Retreat on November 1 and 2.
- Grief and Loss seminar scheduled for September 27; encouraged all to attend.
- Chuck Benjamin presented Chair Miller with a framed copy of the “My Life With Mental Illness” poster contest winning submission.

## 19. Board Discussion – Chair

Chair Miller posed the question to the Board members:

*“What are some or one of the major concerns about mental health and our growing senior population?”*

Dan Bilson stated that he had signed up to be a Senior Ombuds. He has a concern that there is a lack of services for seniors. Push button personal monitors need to be more widely available so seniors can make emergency calls if they are in distress.

Mike Shelton reminded the group that other societies place more value on their seniors than we do. We need to look to our elders as a resource. Seniors with mental health issues should expect their illness to be addressed so they may enjoy a good quality of life.

Jim Teverbaugh agrees with Mr. Shelton. He added that we tend to be isolated, cut off from a sense of community. Other cultures do a better job. There is also the issue of resources and technology – the mental health system is stretched too thin. To do something significant to meet this challenge requires assets and technology unavailable currently.

Chuck Benjamin shared that his own mother turned 81 recently. She has been in the family home for 55 years, and until recently, was still cleaning other peoples’ houses. A back injury has caused her to stop this activity, and she is now faced with potentially leaving the family home. She is not receptive to leaving. The choice must be with the person. We need to step back and look for housing alternatives for elders.

Chair Miller stated that the question really came from Josselyn. She is overwhelmed by the sheer numbers – the system will balloon in this age bracket. Chair Miller shared that a friend told her that when she got to be gray haired, people stopped looking her in the eye.

Mike Shelton added that in Tribal cultures, more importance is placed on their elders. We don't need to look to far away to see this!

Joe Johnson spent a lot of time on this subject. "I just don't understand" is common statement among elders. The way youngsters are brought up today is totally different from times past. Values are different. He fears respect for elders won't be there in the future.

## **20. Comments from the Public**

Jere LaFollette stated that a growing number of elders would be seen by our providers, as this segment of the population is growing. Resources will continue to be short, the need high. Geriatric Peer Counseling program has trained hundreds of older adults to work with mentally ill elders. In many ways they can be more effective than younger counterparts. It is both cost effective, and effective!

Jane Relin voiced concern that primary mental health service is inpatient care, not in community. Stigma is a factor. Need proactive case finding. Whatcom County is lucky to have the Gatekeeper program. Another concern is that Medicare is the primary funding source for mental health care , which is becoming harder and harder to get.

Josselyn Winslow said that we should be looking at abilities and needs. This could involve Ombuds and peer counselors. She shared a handout announcing the "Reaching through the Cobwebs" conference to be held on October 18 and 19.

Greg Long shared that the NSRSN has an Older Adults Plan, but he is concerned about the growing need for services. The feds are pressing for limiting mental health services for seniors. Social Security prevents eligibility for Medicaid in many cases. This is a federal issue, which requires the involvement of our elected representatives.

Sharri Dempsey shared that her father died in March, and she and her husband took her mother in. Her mother is in need of grief and loss help. She thanked Josselyn for sharing her knowledge on the subject.

## **21. Report from the Advisory Board – Dan Bilson, Chair**

Mr. Bilson reported:

- The Advisory Board received a letter of resignation from Betsy Rogers. She has accepted part time employment and will no longer be able to serve on the Advisory Board.
- Eileen Rosman has three cousins in New York still missing in the wake of the terrorist attack on September 11.
- Welcomed James Vest, new Advisory Board member from Snohomish County.

- Approved motion to add QMOC and Planning Committees to Advisory Board Committee list.
- AB moved Board approval (with three abstentions) of the Compass contract amendment, and unanimously approved the other Emergency Action item before them, amendment to the DDD contract.
- AB unanimously (and with applause!) moved Board approval of the re-class of Sharri Dempsey, effective immediately.
- Approved motion to offer both transportation and lodging to AB members wishing to attend the stakeholder meeting on November 7
- Approved motion to approve 2002 Advisory Board budget of \$30,000
- Approved motion to offer \$5,000 to help with costs for the Recovery Model conference.
- Favorable comments reported from the NAMI convention.

## **22. Report from Executive/Personnel Committee – Dave Gossett, Chair**

Chair Miller reported that the Personnel Committee recommends motion 01-066 be effective immediately.

## **23. Report from the Planning Committee – Ward Nelson, Chair**

Greg Long reported that the Planning Committee did not meet, but the work groups did meet. Enhanced Case Management group found that after review, they found that provider outreach doesn't meet standards. Need to set up oversight committee including consumers. MHD has informed the RSN of a RFP for Enhanced Case Management. Homeless and Housing group will participate in statewide conference next month. There was discussion about the RFP. Greg clarified that there hasn't been anything in writing yet. There are unresolved issues.

## **24. Report from QMOC Committee – Andy Byrne, Chair**

Andy Byrne reported good attendance at the September meeting. He thanked Chuck Benjamin for substituting as Chair in August. The September meeting marked the first meeting where integrated QM plans and reports were presented. Availability of the report allowed QMOC to do what they are charged with doing. Allows flow of information, commendations, concerns, and recommendations for future areas of reporting. Very comprehensive and understandable. SeaMar QM, APN workload study next month.

## **25. Report from the Executive Director – Chuck Benjamin, Executive Director**

- Mr. Benjamin offered a PowerPoint presentation outlining the NSRSN 2002 Budget. Highlights of the report were:
  - MHD requiring performance based accountability
  - NSRSN compliance with MHD Contract / WAC
  - Defining NSRSN Roles / Responsibilities
  - Defining Resource Management Roles / Responsibilities
  - Defining APN Roles / Responsibilities regarding Resource Management
  - Illustrating 4 year phase in of WSH bed allocation

- 2001-2003 estimated biennium funding
- Outlining contractual fiscal requirements
- Other significant changes / impacts, specifically, potential liquidated damages, purchase of new IS, increased health benefits costs for NSRSN staff, several unfunded mandates
- 2002 provider contract negotiation goals
- Reorganization of NSRSN structure

## **26. Report from the Finance Officer – Bill Whitlock (TAB 3)**

Mr. Whitlock outlined his report, which was included in Board member notebooks.

## **27. Consent Agenda – Rhea Miller, Chair**

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

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

**#01-065** To review and approve NSRSN claims paid from August 1, 2001 to August 31, 2001 in the amount of \$3,433,033.06. Payroll for the month of August in the amount of \$74,849.91, and associated benefits in the amount of \$19,841.27.

**Moved, and seconded to approve the consent agenda, all in favor, motion carried.**

## **28. Emergency Action Items, Marcia Gunning, Contracts Compliance/Financial Services Manager**

**Motion #01-068** To authorize contract NSRSN – Compass-IEP-CC-01, Amendment I between NSRSN and Compass Health which modifies implementation timeline and budget as follows:

Phase 1: Estimated begin date 9/1/01

Phase 2: Implementation and Startup 1/1/02

Phase 3: Operational – estimated begin date 3/1/02

And extends the contract through 8/31/02. Maximum consideration remains unchanged at \$315,000. Please refer to attached contract as amended.

**Moved, and seconded to approve Motion #01-068, all in favor, motion carried.**

**Motion #01-070** To authorize NSRSN Executive Director to rescind Board Motion #01-056, authorizing a contract between NSRSN and DDD, effective July 1, 2001 – June 30, 2003, AND to enter into contract NSRSN-DDD, #0169-4557, Amendment 1. Contract Amendment extends the initial contract terms and conditions through June 30, 2003. Maximum consideration for FY 2002 shall be \$225,806 and FY 2003 shall be \$231,000. Total maximum consideration shall not exceed \$541,882.32.

*The initial contract for these services sunset June 30, 2001. NSRSN, working with DDD Region 3 staff, submitted new 2001-2003 biennial contract to State DDD. It was decided at the State level that an amendment to the contract, not new contract was required. This amendment continues to fund the implementation of phase II of DDD/MHD collaborative work plan "Supports and Services for People with Developmental Disabilities and Mental Illness" agreement signed by MHD and DDD 11/23/99. Funding is pass-thru dollars from DDD.*

**Moved, and seconded to approve Motion #01-070, all in favor, motion carried.**

#### **29. Action Items – Marcia Gunning, Contracts Compliance/Financial Services Manager**

**Motion #01-066** To authorize the reclassification of Tribal Liaison/Office of Consumer Affairs Manager position to Range 18, and to authorize, effective immediately, Sharri Dempsey, current Tribal Liaison/Office of Consumer Affairs Manager pay to be Range 18, Step D.

*Originally, this action was to have taken effect on October 1, 2001, however the Personnel Committee recommends amending it to take affect with immediate implementation date of September 20, 2001.*

**Moved, and seconded to approve Motion 01-066 as amended, all in favor, motion carried.**

#### **30. Motions Not Yet Reviewed by the Advisory Board – Rhea Miller, Chair**

Chair Miller directed all to review:

**#IN-032** To introduce contract #NSRSN-UBH-PSC-01 between North Sound Regional Support Network and United Behavioral Health Services, effective November 1, 2001 through October 31, 2002. Maximum consideration shall not exceed \$30,000.

**#IN-033** To introduce NSRSN 'Framework for all NSRSN Activities'.

NSRSN's proposed Framework for all NSRSN Activities is the work of a Framework and Principles Workgroup. This work group, consisting of

various stakeholders including consumers, advocates, county and provider representatives, reviewed the NSRSN 3/99 Framework and Principles Document and recommend the attached modified Framework for all NSRSN Activities, which lays out the core values, principles and key elements of consumer care that will be the basis for all NSRSN activities and contracts.

**#IN-034** To introduce the NSRSN's "Standards of Care Manual " (Eligibility and Clinical Care Standards).

**17. Executive Session - Chair**

Chair Miller announced an executive session to discuss potential litigation.

**18. Reconvene - Chair**

Chair Miller called the meeting to order at 3:20.

**19. Adjournment – Chair**

The meeting was adjourned at 3:21 p.m.

Respectfully submitted,

Melinda Bouldin

**\*please note: Emergency Action Item #01-068, NSRSN – Compass-IEP-CC-01, Amendment I received this motion number in error. The correct motion number is #01-073.**

# MEMORANDUM

DATE: September 27, 2001  
TO: NSRSN Advisory Board  
FROM: Marcia Gunning  
Contracts Compliance & Financial Services Manager  
RE: October 25, 2001 NSRSN Board of Director's Agenda

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Please find for your review and comment the following that will be discussed with the Board of Directors brought forth at the October 25, 2001 NSRSN Board Meeting.

## **CONSENT AGENDA**

None

## **EMERGENCY ACTION ITEMS**

To authorize Executive Director to enter into professional services contract with Sam MaGill Consulting, Inc. for Recovery: Vision of Hope Conference and Board Retreat Facilitation and Consultation services, effective October 10, 2001 through November 30, 2001. Maximum consideration shall not exceed \$5,000.

*This contract will enable Sam MaGill to provide facilitation leadership and consulting services, both during the Recovery: Vision of Hope Conference and at the 1.5 day Board Retreat immediately following the conference. He will assist the NSRSN Board Retreat Participants in developing next steps and strategies for implementing a Recovery Model of Care within the NSRSN.*

To authorize Executive Director to enter into professional services contract with Wilma Townsend, MSW for Recovery: Vision of Hope Conference and Board Retreat Recovery Model Education, Training and Development services, effective November 1 and 2, 2001. Maximum consideration, including transportation, lodging and meals shall not exceed \$4,000.

*Ms. Wilma Townsend is considered one of the foremost experts within the United States on the Mental Health Recovery Model of Care. She is the author of "Emerging Best Practices in Mental Health Recovery Consumer Module", which was successfully implemented in the State of Ohio. She is currently assisting mental health systems throughout the US develop and implement successful recovery models of care through.*

## **ACTION ITEMS**

To authorize Executive Director to enter into contract #NSRSN-UBH-PSC-01 between North Sound Regional Support Network and United Behavioral Health Services, effective November 1, 2001 through October 31, 2002. Maximum consideration shall not exceed \$30,000.

*The current contract with UBH for Medical Director Services sunsets October 31, 2001. This contract purchases the same services at the same rate \$135 per hour with the same maximum consideration as the contract.*

To approve the NSRSN 'Framework for all NSRSN Activities'.

*NSRSN's proposed Framework for all NSRSN Activities is the work of a Framework and Principles Workgroup. This work group, consisting of various stakeholders including consumers, advocates, county and provider representatives, reviewed the NSRSN 3/99 Framework and Principles Document and recommend the attached modified Framework for all NSRSN Activities, which lays out the core values, principles and key elements of consumer care that will be the basis for all NSRSN activities and contracts.*

To approve the NSRSN's "Standards of Care Manual " (Eligibility and Clinical Care Standards).

*NSRSN clinical staff facilitated a "Level of Care Manual" review work group. This work group consisted of NSRSN staff and consumer/advocate. They met with various stakeholders including providers and allied systems. The result is a revised clinical manual, the NSRSN Standards of Care Manual (Eligibility and Clinical Care Standards), formally known as Level of Care Manual. The "Standards of Care Manual" was approved by QMOC on August 15, 2001.*

## **ITEMS NOT YET REVIEWED BY THE ADVISORY BOARD**

To introduce the NSRSN Preliminary Proposed 2002 Annual Administration Budget.

*The proposed NSRSN 2002 Annual Administrative Budget and related materials are being introduced to the NSRSN Board of Directors at their October 25, 2001 meeting. The Preliminary Proposed Budget will be available for public review and comment beginning October 25, 2001.*

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

**PROFESSIONAL SERVICES AGREEMENT**  
*NORTH SOUND REGIONAL SUPPORT NETWORK*  
**AND**  
*SAM MAGILL CONSULTING, INC.*  
*CONTRACT # NSRSN-MAGILL-PSC-RM01*

THIS AGREEMENT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN, 419 South 1st Street, Mount Vernon, Washington 98273 ("NSRSN"), and SAM MAGILL CONSULTING, INC., ("CONTRACTOR"), 11708 Clearview Drive. Edmonds, WA 98026.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**I. Terms and Conditions**

- A. Term. This Agreement shall take effect October 10, 2001 and shall continue in full force and effect through November 30, 2001.
- B. Termination. This Agreement may be terminated in whole or in part by either party for any reason by giving THIRTY (30) calendar days written notice to the other party.
  - 1. Loss of Funding. In the event funding from any source is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to termination, NSRSN may terminate this Agreement by written notice effective upon Contractor's receipt of written notice. The parties may re-negotiate under new funding limitations and conditions.
  - 2. Breach. This Agreement may be terminated for any breach by either party. The terminating party shall give the breaching party five calendar days written notice to cure the breach. Failure to cure shall cause this agreement to terminate immediately at the end of the five- (5) day period.
- C. Amendments. This Agreement may only be amended by written consent of both parties.
- D. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination and conflict of interest laws.
- E. Relationship of Parties. Contractor agrees that Contractor shall perform the services under this Agreement as an independent contractor and not as an agent, employee or servant of NSRSN. The parties agree that Contractor is not entitled to any benefits or rights enjoyed by employees of NSRSN. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed upon services in accordance with the

specifications set forth herein. NSRSN shall only have the right to ensure performance.

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

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

G. Resolution of Disputes.

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

- (3) If there is a delay of more than ten (10) days in the naming of any arbitrator, either party can ask the presiding judge of Skagit County to name any remaining arbitrator(s).
- (4) The prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.
- (5) The parties agree that in the absence of fraud by one of the parties, the arbitrators' decision shall be binding, final and not appealable to any court of law.
- (6) Unless the parties agree in writing otherwise, each unresolved claim shall be considered at an arbitration session which shall occur in Skagit County no later than thirty (30) days after the close of the meeting described in paragraph b) above.

3. The provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.
4. Nothing contained in this Agreement shall be deemed to give the arbitrators the power to change any of the terms and conditions of this Agreement in any way.
5. Any required advance expenses ordered by the arbitrator and connected with the arbitration proceedings will be paid equally by the parties subject to the later arbitrator's decision which may change the percentage of advance expenses to be paid by either party.
6. If the underlying contract is for employment, any termination clause takes precedence over any other clause in the contract including the dispute resolution clause.

H. Records and Reports. Contractor shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. Contractor shall retain all books; records, documents and other material relevant to this Agreement for five years after its expiration and all payment for the contract have been made. The later of the two dates initiates the five-year

time frame. All books, records, documents, reports and other data related to this contract shall be subject to inspection, review and/or audit by NSRSN personnel or other parties authorized by NSRSN, DSHS, the Office of the State Auditor, and authorized federal officials during regular business hours and upon demand.

## **II. Compensation**

- A. Consideration: Contractor shall be paid only if NSRSN has a fully executed contract on file. NSRSN shall pay to Contractor a total of \$5,000 for Consultation Services as described in Exhibit A, attached.
  
- B. Payment Procedures. Contractor shall submit an invoice by the tenth (10th) of the month after the month in which services were provided. Invoice shall document actual hours/days spent in preparation, coordination and consultation; facilitation and consultation at conference/retreat and followup work. Failure to submit an invoice by the tenth (10th) may delay payment for one (1) month.

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

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

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

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

## **Service Expectations**

- A. 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.

- B. 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.
  
- C. 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.
  
- D. 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.
  
- F. Power to Execute. Both parties warrant they have the power and authorization to execute this Agreement and any other documents executed pursuant to this Agreement.

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

**FOR NSRSN:**

**FOR CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
Charles R. Benjamin, Executive Director Date

Samuel P. MaGill  
Tax ID#: 91-1882554

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

*EXHIBIT A*

**CONSULTATION AND FACILITATION SERVICES**  
*RECOVERY: VISION OF HOPE CONFERENCE & RETREAT*

*SCOPE OF WORK*

**SCOPE OF SERVICES**

Contractor shall complete the following Consultation and Facilitation Services:

1. Design with NSRSN staff Recovery: Vision of Hope Conference and Board Retreat.
2. Lead Facilitator at Recovery: Vision of Hope Conference and Board Retreat.
3. Prepare brief summary of Conference and board Retreat observations and recommendations for next steps.

It is anticipated that Sam Magill will spend approximately 5 days fulfilling its obligation under this Agreement. This time is broken down as follows:

<b>Deliverable/Phase</b>	<b>Estimated days</b>
<ul style="list-style-type: none"><li>• Conference &amp; Retreat Preparation</li></ul>	1.0
<ul style="list-style-type: none"><li>• Lead Facilitator and Consultation at Conference</li><li>• Lead Facilitator and Consultation at Board Retreat</li></ul>	1.0 1.5
<ul style="list-style-type: none"><li>• Follow-up, written summary and next step guideline development</li></ul>	1.0

**PROFESSIONAL SERVICES AGREEMENT**  
*NORTH SOUND REGIONAL SUPPORT NETWORK*  
**AND**  
*WILMA TOWNSEND*  
*CONTRACT # NSRSN-TOWN-PSC-RM-01*

THIS AGREEMENT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN, 419 South 1st Street, Mount Vernon, Washington 98273 ("NSRSN"), and WILMA TOWNSEND, ("CONTRACTOR"), 224 Glenhurst Court, Gahanna, Ohio 43230

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**IV. Terms and Conditions**

- A. Term. This Agreement shall take effect October 31, 2001 and shall continue in full force and effect through November 3, 2001.
- 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.

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

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

J. Resolution of Disputes.

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

- (3) If there is a delay of more than ten (10) days in the naming of any arbitrator, either party can ask the presiding judge of Skagit County to name any remaining arbitrator(s).
    - (4) The prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.
    - (5) The parties agree that in the absence of fraud by one of the parties, the arbitrators' decision shall be binding, final and not appealable to any court of law.
    - (6) Unless the parties agree in writing otherwise, each unresolved claim shall be considered at an arbitration session which shall occur in Skagit County no later than thirty (30) days after the close of the meeting described in paragraph b) above.
  3. The provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.
  4. Nothing contained in this Agreement shall be deemed to give the arbitrators the power to change any of the terms and conditions of this Agreement in any way.
  5. Any required advance expenses ordered by the arbitrator and connected with the arbitration proceedings will be paid equally by the parties subject to the later arbitrator's decision which may change the percentage of advance expenses to be paid by either party.
  6. If the underlying contract is for employment, any termination clause takes precedence over any other clause in the contract including the dispute resolution clause.
- K. Records and Reports. Contractor shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. Contractor shall retain all books; records, documents and other material relevant to this Agreement for five years after its expiration and all payment for the contract have been made. The later of the two dates initiates the five-year time frame. All books, records, documents, reports and other data

related to this contract shall be subject to inspection, review and/or audit by NSRSN personnel or other parties authorized by NSRSN, DSHS, the Office of the State Auditor, and authorized federal officials during regular business hours and upon demand.

**V. Compensation**

- A. Consideration: Contractor shall be paid only if NSRSN has a fully executed contract on file. NSRSN shall pay to Contractor \$150.00 per hour for Training, Speaking and Consultation Services as described in Exhibit A, attached.

Reimbursed Expenses:

*Contractor shall be reimbursed for:*

- *travel expenses to the Recovery: Vision of Hope Conference location, Skagit Valley Resort Hotel, Bow Washington and contractor's return to place of residence – Gahanna Ohio,*
- *actual out-of-pocket expenses incurred for meals\*, printing, copying, etc., while on NSRSN business.*

*Original receipts must be attached to and itemized on the invoice in order to be reimbursed.*

*Total maximum consideration of this Agreement shall not exceed \$4,000.*

- \* Meals (including taxes and gratuity) are reimbursable up to the following amounts:

Breakfast	\$8.00
Lunch	\$10.00
Dinner	\$18.00

- B. **Payment Procedures.** Contractor shall submit an invoice by the tenth (10th) of the month after the month in which services were provided. Invoice shall document actual hours worked, actual travel and out-of-pocket expenses with original receipts for any travel and out-of-pocket expenses. Failure to submit an invoice by the tenth (10th) may delay payment for one (1) month.

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

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

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

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

Mount Vernon, WA 98273-3806

**Service Expectations**

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

**VI. Miscellaneous**

D. 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.

E. 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.

F. 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.

F. 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.

G. 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.

H. 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.

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

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

**FOR NSRSN:**

**FOR CONTRACTOR:**

---

Charles R. Benjamin, Executive Director Date  
Date

Wilma Townsend, MSW

Phone: (614) 476-9567

Fax: (614) 476-9991

EIN No.

Approved as to Form for NSRSN:

Basic Form approved by Eugene H. Knapp, Jr. 9/22/99

Attorney at Law

Date

## EXHIBIT A

### RECOVERY: VISION OF HOPE CONFERENCE AND BOARD RETREAT TRAINING, SPEAKING AND CONSULTATION SERVICES SCOPE OF WORK

#### SCOPE OF SERVICES

Contractor shall provide the following services:

Keynote Speaker, Trainer and Facilitator –  
Recovery: Vision of Hope Conference and Board Retreat

Contractor will be the keynote speaker and help facilitate the NSRSN “Vision of Hope” Recovery Model Conference. Contractor shall be responsible for educating the consumers, direct service staff, administrators, advocates and other stakeholders regarding the role consumers and families can take in enhancing the potential and quality of life of people with mental illness, and the important contributions these consumers can make to our communities.

Contractor will guide and teach those participating in the NSRSN Board of Directors Retreat in understanding the meaning of Recovery Model and in the development of a Recovery Model philosophy and a 5-year plan that will assist the NSRSN Board of Directors, Advisory Board, consumers and service providers in implementing the Recovery Model within the NSRSN.

It is anticipated that Wilma Townsend will spend approximately –18 hours fulfilling the obligation under this Agreement. The estimated time is broken down as follows:

Deliverable/Phase	Estimated Hours
• Recovery: Vision of Hope Conference	7 hours
• Board Retreat	9 hours
• Meeting notes, next step guideline development, etc	2 hours

**PROFESSIONAL SERVICES AGREEMENT**  
*NORTH SOUND REGIONAL SUPPORT NETWORK*  
**AND**  
*UNITED BEHAVIORAL HEALTH*  
*CONTRACT # NSRSN-PSC-UBH-01*

THIS AGREEMENT is entered into between NORTH SOUND REGIONAL SUPPORT NETWORK/PREPAID HEALTH PLAN, 117 North 1<sup>st</sup> Street, Suite 8, Mount Vernon, Washington 98273 ("NSRSN"), and UNITED BEHAVIORAL HEALTH ("UBH" OR CONTRACTOR"), San Francisco, California.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**VII. Terms and Conditions**

- A. Term. This Agreement shall take effect November 1, 2001 and shall continue in full force and effect through October 31, 2002.
- B. Termination. This Agreement may be terminated in whole or in part by either party for any reason by giving THIRTY (30) calendar days written notice to the other party.
  - 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.

- L. Indemnification. UBH 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 UBH or UBH's officers and employees, agents or volunteers.

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

M. Resolution of Disputes.

1. The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies which may arise under this Agreement and therefore establish this dispute resolution procedure.
2. All claims, disputes and other matters in question between the parties arising out of, or relating to, this Agreement shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:
  - a) The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.
  - b) Within ten (10) working days of receipt of the written Notice of Dispute, the parties (or their designated representatives) shall meet, confer, and attempt to resolve the claim within the next five working days.
  - c) The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.
  - d) Arbitration. If the claim is not resolved, the parties shall proceed to arbitration as follows:
    - (1) The parties shall each select one person as arbitrator. Those two arbitrators shall agree on the selection of a third arbitrator.

- (2) The dispute shall be promptly resolved on the basis approved by any two of the three arbitrators.
- (3) If there is a delay of more than ten (10) days in the naming of any arbitrator, either party can ask the presiding judge of Skagit County to name any remaining arbitrator(s).
- (4) The prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.
- (5) The parties agree that in the absence of fraud by one of the parties, the arbitrators' decision shall be binding, final and not appealable to any court of law.
- (6) Unless the parties agree in writing otherwise, each unresolved claim shall be considered at an arbitration session which shall occur in Skagit County no later than thirty (30) days after the close of the meeting described in paragraph b) above.

3. The provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.
4. Nothing contained in this Agreement shall be deemed to give the arbitrators the power to change any of the terms and conditions of this Agreement in any way.
5. Any required advance expenses ordered by the arbitrator and connected with the arbitration proceedings will be paid equally by the parties subject to the later arbitrator's decision which may change the percentage of advance expenses to be paid by either party.
6. If the underlying contract is for employment, any termination clause takes precedence over any other clause in the contract including the dispute resolution clause.

N. 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.

## VIII. Compensation

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

*NSRSN shall pay to Contractor \$135 per hour For Medical Director Consultation Services. Maximum consideration shall not exceed \$30,000 for the duration of this Agreement, as described in Exhibit A.*

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

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

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

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

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

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

## **IX. Service Expectations**

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

## **X. Miscellaneous**

- G. 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.
- H. 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.
- I. 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.
  - L. 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.
  - M. 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.
  - N. 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.
  - F. Power to Execute. Both parties warrant they have the power and authorization to execute this Agreement and any other documents executed pursuant to this Agreement.

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

**FOR NSRSN:**

**FOR CONTRACTOR:**

\_\_\_\_\_  
Charles R. Benjamin, Executive Director    Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
EIN No. / Social Security

No.

Approved as to Form for NSRSN:

Basic Form approved by Eugene H. Knapp, Jr. 9/22/99

Attorney at Law

Date

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

**PURPOSE:**

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

**DUTIES AND RESPONSIBILITIES:**

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

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

**AVAILABILITY:**

312 Hours for the duration of Contract

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

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

**MINIMUM QUALIFICATIONS:**

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

**KNOWLEDGE SKILLS AND ABILITIES:**

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

## FRAMEWORK FOR ALL NSRSN ACTIVITIES

June 13, 2001

The NSRSN proposes the following core values and principles and key elements of consumer care. This framework will be the basis for all NSRSN activities and contracts. It is also intended that all NSRSN activities and sub-contracted services shall be in compliance with applicable RCW, WAC, MHD contract(s) and NSRSN contracts. These assumptions are based on a consumer driven mental health services Recovery Model focusing on strength-based concepts and the provision of responsive, effective, and improved services throughout the region.

### CORE VALUES AND PRINCIPLES – KEY ELEMENTS OF CONSUMER CARE

#### **Eligibility / Access**

- Eligible Consumers shall have timely access to medically necessary Mental Health Services and supports.
- *NSRSN requires a no decline policy that assures the provision of medically necessary mental health services to eligible consumers.*
- *There shall be a single entry point by which services are most easily accessed. Such entry point shall be provided on a 24 hour, 365-day basis throughout the region (including regional crisis line).*
- *All parts of the mental health system will assist consumers in obtaining access to appropriate services.*
- *Consumer access to specific mental health support or treatment services shall not be dependent on consumer willingness to participate in other (concurrent) treatment options. Exception: Shelter Plus Care*

#### **Consumer Services / Consumer Rights**

- *Consumer services shall, at all times, be provided with dignity, respect, courtesy, and fairness.*
- *Consumer participation, voice, and satisfaction with services shall be a valued goal.*
- *Consumer's individual and cultural differences shall be honored through culturally competent service provision.*
- *Continuity of care shall be provided with seamless access.*
- *Consumer confidentiality shall be respected and preserved.*
- *Consumers shall be provided with maximum alternatives and choice in matters of their care.*
- *There shall be an integrated inpatient/outpatient system.*
- Homeless consumers shall be provided with mental health services.

- The NSRSN supports the Mental Health Division Consumer Rights at the provider level
- Active provider outreach and engagement for enrolled or unserved consumers are required.
- Mental Health crisis workers shall have access to current crisis plans and individual treatment plans at all times. The NSRSN supports a meaningful information system for all mental health professionals that provides ready access to information regarding the specific consumer’s crisis plans and individualized treatment plans.
  - There shall be comprehensive complaint and grievance service made available (and tracked) at all levels of the system.

***Strength Based Services***

- *Consumers’ skills, capabilities, strengths, and assets will be recognized and utilized in the individual service plan. Services provided in partnership between consumer, provider and other systems.*
- Families, communities, and natural supports will be valued and utilized in serving the needs of consumers.
- It is in the best interest for consumers to live as independently as possible in communities and settings of their choice. Consumers’ mental health improves when they participate in and increasingly assume responsibility for their own care.
- A range of residential services and housing supports shall be provided, emphasizing least restrictive, stable living options that are age, culturally, and linguistically appropriate. “Housing” is defined in WAC 388.
- Consumers shall be assisted with engaging in meaningful daily activities. This could include volunteerism and active participation in their community and proactive assistance in educational and employment services.

**Mental health systems and services improve when consumers participate in planning and quality assurance at all levels.**

- *People with mental illness are best served by people who care about them.*

**The NSRSN and its providers are committed to safety of:**

- Public
- Consumer
- Staff

**Collaboration**

- *NSRSN and its contractors will work in collaboration with other systems to meet the needs of the whole person.*
- *Services shall proactively follow mental health consumers, regardless of setting (wherever they are) in the mental health or physical health system.*

- Mentally ill consumers in the justice system shall have access to mental health services.

### **Education**

- *The importance of community education programs about mental health issues is a core value.*
- *NSRSN and its providers will educate the public about the scope of available services, service locations, crisis response services, client rights and responsibilities.*
- *The NSRSN and its providers shall actively promote public education regarding mental health and stigma reduction.*

### **Consumers, family members, NSRSN and its contractors shall advocate for consumer rights, funding for services, and quality**

- *Both NSRSN and its Member Counties provide technical assistance to all parties in the Region.*

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**DUE TO THE SIZE OF THE “STANDARDS OF CARE” MANUAL,  
ADDITIONAL COPIES HAVE NOT BEEN INCLUDED IN THIS PACKET.  
COPIES ARE AVAILABLE AT THE NSRSN.**



# **NSRSN Staff Reports**

## *October 2001*

### **Departmental Projects**

#### **Resource Management and Planning / Assistant Director**

##### **Standards of Care**

- The Resource Managers have completed work on the Standards of Care Manual. At APN's request issues in the manual have been reviewed and will be presented to the Advisory Board and RSN Board this month.

##### **Concurrent Review**

- Resource Managers are working with MHD staff so they will be using the new MHD concurrent review tool in upcoming audits with some additional issues added on specifically for the NSRSN.

##### **Housing**

- Two day long conferences on housing people with mental illnesses who are homeless have been conducted in the last month. NSRSN and our providers have been involved in both meetings.

##### **Semi-Annual Grievance Report**

- Data for the Semi-Annual Grievance Report (Exhibit N) is now being collected by NSRSN staff, and provider staff. The report is due to MHD November 15th.

#### **Contract Compliance and Financial Services Department**

##### **Contract Negotiations**

- Contract Negotiations with APN began September 20, 2001.

##### **IS/IT RFP 01-03**

- Facilitated NSRSN Management Information systems RFP Evaluation committee and Selection Process. Committee has made a recommendation to Executive Director of apparently successful vendor and steps to proceed.

##### **Center for Medicare & Medicaid On-site Review**

- Organizing with MHD and facilitating Federal Government On-site Review of NSRSN, Public stakeholders Meeting and 3 providers (WCPC, CMHS-Skagit, Compass). CMS review occurred October 23 and 24, 2001.

##### **RSN Litigation Meeting**

- NSRSN was Invited to attend a meeting held by Pierce, King, Spokane and Peninsula RSN's and their respective attorneys to learn about the steps they are taking to request the State renegotiate the 2001-2003 Biennium MHD contract, possible legal actions pending and each counties "recourse". Marcia Gunning and NSRSN Attorney Brad Furlong attended.

##### **Provider Contracts**

- Developing draft contracts effective January 1, 2002 thru December 31, 2003 with APN, VOA, Seamar, and Island, San Juan, Skagit, Snohomish and Whatcom Counties.

#### **IV-E Waiver**

- Collaborative efforts between NSRSN, NSRSN Counties and DCFS continue to progress in the development of a IV-E Waiver Demonstration Project for high need. This collaborative work group is in the process of finalizing contract expectations.

#### **2001-2003 Biennium Emergency Inpatient RFP**

- Collaborative efforts between NSRSN, APN and local community hospitals – St. Joseph, Affiliated Health and Stevens – to develop and submit RFP for funds allocated by State of Washington to “assure availability of community based psychiatric inpatient services in the public system.”

#### **Working Agreement and Protocol Development**

- Collaborative efforts to modify existing working Agreement between NSRSN and Home and Community Care for Medicaid Personal Care Services is resulting in the development of protocols. It is our intent that this will be the first of many collaborative efforts that result in such documents.

#### **2002 NSRSN Budget**

- Developed 2002 Proposed Preliminary NSRSN Budget for introduction at October Board Meeting.

### **Office Manager/Support Staff**

#### *Advisory Board Support*

- Judy Susia and Melinda Bouldin continue to meet support needs of the Advisory Board. In addition to supporting the comprehensive needs of both the Finance Committee (Judy) and the Advisory Board (Melinda), many “to-do” lists come up throughout the month. The utmost effort is put forth to meet the needs of the Advisory Board members in a timely and efficient manner.

#### **Tribal Conference Support**

- Judy has already begun preparing brochures for the April 2002 “Intergenerational Healing for Native Americans” conference. She is working closely with Sharri Dempsey on this project.

#### ***QMOC Support***

- Annette continues her support of the QMOC. Working with Francene Thompson, Annette pulls together information from several sources to put together the meeting packets, coordinate the meeting, as well as taking notes and producing an accurate record of the meeting.

#### **Conference Room Plan**

- Support staff met and discussed standards for usage of the conference room, including standard table formation, groups leaving the room clean and orderly upon their departure, and definition of responsibilities. A draft plan was presented to Management Team.

#### **Recovery Model Conference / Board Retreat**

- Melinda continues to assist Sharri and Chuck in the planning of the conference and retreat. Judy designed and mailed out retreat brochures and serves as “registrar”.

#### **APN Contract Negotiations**

- Melinda is serving as recorder for the APN contract negotiations, which are under way. She is attending all negotiation meetings and keeping the official record of the proceedings. Comprehensive notebooks were prepared for both the APN and NSRSN teams, which included the WAC, MHD contract, draft APN contract, and exhibits.

### **Continued Support**

- Joan and Shari continue to offer stellar support to all staff and efficiently maintain the reception desk. Several large copy/ mailing projects have been on their plate this month.
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