

North Sound Mental Health Administration

BOARD OF DIRECTORS MEETING

117 North 1st Street, Suite 8

Mt. Vernon, WA.

April 24, 2003

1:30 PM

Agenda
REVISED

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1. Call to Order; Introductions – Chair	
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3. Approval of March Minutes – Chair.....	4-9
4. Comments & Announcements from Chair	
5. Reports from Board Members	
6. Comments from Public	
7. Report from Advisory Board – Janet Lutz-Smith, Chair	
8. Report from Executive/Personnel Committee – Dave Gossett, Chair	
9. Report from QMOC – Andy Byrne, Chair	
10. Report from Planning Committee – Dave Gossett, Chair	
11. Report from Executive Director – Chuck Benjamin, Executive Director	
12. Report from Finance Officer – Bill Whitlock	
13. Quarterly Report from Ombuds – Shirley Conger	
14. Report from Finance Committee – Mike Shelton	
15. Consent Agenda – Chair.....	10-12
A. HIPAA Compliance Report (Presentation – Wendy Klamp)	

No items from last Advisory Board meeting due to lack of quorum.

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.

16. Action Items

Motion 03-005 To approve the NSMHA 2002-2003 Quality Management Plan Updates.

As the NSMHA moves into the second year of our biennial QM Plan, modifications, additions and deletions are being recommended.

Motion 03-013 To approve North Sound Mental Health Administration Health Information and Portability Accountability Act (HIPAA) Policy and Procedure Manual.

Lead Quality Specialist has been working with NSMHA Attorney to develop the NSMHA HIPAA Policy and Procedures Manual that will comply with HIPAA requirements. Attached is the list of Policies and Procedures that will be introduced to the Board in March. Currently these P & P's are in final draft and being reviewed by NSMHA Attorney.

Motion 03-014 To approve the North Sound Mental Health Administration Lead Quality Specialist be appointed NSMHA Privacy Officer and to introduce an update Lead Quality Specialist Job Description that has been modified to incorporate the required HIPAA Privacy Officer job responsibilities.

NSMHA Management Team recommends that the attached Lead Quality Specialist job description replaces the current Lead Quality Specialist Job Description.

Motion 03-015 To approve Business Associates Agreement, Contract No. NSMHA-INFOC-BA-03 between North Sound Mental Health Administration and InfoCare, Inc for storage of NSMHA off-site business records. This Agreement shall become effective May 1, 2003. It is estimated that the initial set-up costs shall not exceed \$125 and the ongoing monthly costs to be approximately \$38.75 per month.

NSMHA recommends moving our current storage to InfoCare, Inc. Not only will this service provide a more secure setting than our current storage unit and meet HIPAA requirements for storing Protected Health Information, but our monthly expense will go from \$60 to an estimated \$38.75. InfoCare, Inc. is knowledgeable about HIPAA requirements and understand the necessity to enter into a Business Associates Agreement with the NSMHA. NSMHA records would be stored in a warehouse that serves other customers like St. Joseph Hospital and Whatcom County.

Motion 03-016 To approve the North Sound Mental Health Administration amend the agreement for legal services. NSMHA agrees to reimburse Attorney at a rate of \$375.00 an hour for specialized health care legal services.

Motion 03-017 To review and approve NSMHA claims paid from February 1, 2003 to February 28, 2003. In the amount of \$2,887,541.24. Total February payroll of \$75,509.76 and associated benefits of \$24,114.04.

17. Emergency Action Items

Motion 03-018 To discuss the Nisqually Earthquake Settlement from FEMA.

Motion 03-019 To discuss Fairfax Hospital's request for additional payments from RSN's in order to continue serving the Medicaid population. Information is still being collected and analyzed. We will provide our data prior to the meeting.

Motion 03-020 To approve the NSMHA System Review presented and distributed at the March 13, 2003 Board of Directors meeting. The System Review draft is also available on the NSMHA website at www.nsrnsn.org.

Motion 03-021 Payment Rental, catering, banquet terms and agreement for NSMHA sponsored conference on Dialectical Behavioral Therapy for Children to be held at The Skagit Resort, May 14 & 15.

Motion 03-022 To authorize Contract 0169-00339, Amendment 7 between DSHS Mental Health Division and the North Sound Mental Health Administration. In Fiscal year 2002 (September 2001-June 2002), state funds for outpatient will be paid in the amount of \$1,253,608 per month, beginning September 2001, not to exceed \$12,536,080 for September 2001-June 2002. In June 2002, a one-time payment of \$591,343 shall be made to the Contractor and in June 2003, a one-time payment of \$173,341 shall be made to the Contractor. In Fiscal Year 2003, state funds for outpatient will be paid in the amount of \$1,079,002 per month, plus the one time payment, not to exceed \$13,121,363 for Fiscal Year 2003.

18. Introduction Items

Motion IN-004 To introduce the NSMHA 2003-2004 7.01 Plan developed in compliance with the Department of Social and Health Services requirements.

19. Item for Discussion

A. Raintree Questions & Answers (Presentation)

20. Executive Session - Chair

21. Reconvene – Chair

22. Adjournment – Chair

NOTE: The next Board of Directors meeting is scheduled for Thursday, May 8, 2003 at the North Sound Mental Health Administration, Mount Vernon, WA at 1:30 p.m.

NORTH SOUND MENTAL HEALTH ADMINISTRATION
BOARD OF DIRECTORS MEETING

North Sound Mental Health Administration
Conference Room
117 North First Street, Suite 8
Mt. Vernon, WA

March 13, 2003

1:30 PM

MINUTES

Present:

Ward Nelson, Chair, Whatcom County Council
Ted Anderson, Skagit County Commissioner
Andy Byrne, Whatcom County Executive
Dave Gossett, Snohomish County Council
Janet Lutz-Smith, NSMHA Advisory Board
Mike Shelton, Island County Commissioner
Rhea Miller, San Juan County Commissioner
Kirke Sievers, Snohomish County Council
Jim Teverbaugh, Snohomish County Executive

NSMHA Staff Members:

Chuck Benjamin, Sharri Dempsey, Wendy Klamp, Greg Long, Debra Russell, Linda Vaughan,
Michael White, Gary Williams

Guests:

Mary Good, Mr. Harris, Jere LaFollette

1. Call to Order; Introductions – Chair

Chair Nelson convened the meeting at 1:35. Introductions were made of all present.

2. Revisions to the Agenda – Chair

None.

3. Approval of Minutes – Chair

It was moved, seconded and approved to accept the January 2003 minutes.

4. Comments & Announcements from the Chair

Chair Nelson announced Greg Long as Employee of the Quarter. He presented him with a certificate and perpetual plaque.

5. Reports from Board Members

Mike Shelton announced that construction has started on a new mental health center in Coupeville.

He also announced that a conference will be held in Island County on “Facing the Future”. The first session will be held this evening in Oak Harbor, and the next one will be held next Thursday, March 20, on South Whidbey Island at Trinity Lutheran.

Ted Anderson reported that he recently attended a federal conference where the placement of mental health patients in jail was addressed. This is an ongoing problem with mental health patients being unnecessarily placed in jail when they really need treatment in a mental health facility. Studies have shown that there can be significant savings in federal funding when patients with mental illness are treated appropriately. More counties are getting involved in these programs.

Andy Byrne added that Whatcom County has been working on a similar program.

6. Comments from the Public – Chair

Jere LaFollette added to the previous conversation regarding corrections and mental health. There is a consortium of law enforcement and mental health named Washington Partners in Crisis. Their aim is being able to better serve mental health patients. Washington Partners in Crisis and NAMI are hosting a meeting at St. Luke’s Educational Center in Bellingham this evening on the very subject.

Gary Williams also added that Whatcom County had one of the first programs in educating the community to help with safety issues and education for mental health patients.

7. Report from the Advisory Board – Janet Lutz-Smith, Chair

Janet Lutz-Smith reported that the Advisory Board passed a motion to recommend for Board approval:

- To adopt the NSMHA Staff and Regional Training Plans
- To give one ECS Phase V slot back to the state to avoid penalties for non-use
- To reduce ECS allocation from three to two Phase V slots
- To extend the dates of the PCI through June 30, 2003

Recommendation was made to provide protocol education for law enforcement in dealing with mental health emergencies. Sharri Dempsey will be developing a plan to provide protocol education for law enforcement in dealing with this issue.

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

Dave Gossett reported that the establishment of a Privacy Officer is a requirement of HIPAA regulations. The Quality Specialist job description will need to be amended to include the responsibilities of Privacy Officer to be in compliance. There will be follow-up on this at the next Board of Directors meeting.

There was discussion to amend the current Information Systems Specialist position from non-exempt to exempt. Due to the nature and responsibilities of this position, working a standard 40-hour workweek is not always possible. It was recommended that Chuck do this as an administrative function as long as it falls within NSMHA policies. If not, Chuck will bring this subject back to Board for action.

Chuck Benjamin presented the proposed System Review to the Executive Committee today and would like to introduce it to the Board of Directors today.

It was reported that several of the Board members would be unable to attend the next scheduled meeting on Thursday, April 10. It was agreed that the next meeting would be re-scheduled for Thursday, April 24, 2003.

9. Report from the QMOC – Andy Byrne, Chair

Andy Byrne reported that the QMOC has met since the last Board of Directors meeting. He stated that QMOC was formerly an arena for sharing information and reports, but the role has changed to set policies.

The committee plans to clarify the new peer review tool next month. WCPC new rule for review is one chart per clinician per month. Recommendation has been made to perform reviews more frequently. This will be discussed further during the QMOC meeting in April.

The NSMHA Jail Episode of care Review was distributed. Terry McDonough reviewed the report with the committee and asked the group to pass benchmarks for issues not currently in the WAC. MHD sets a 90% benchmark for WAC compliance.

Commissioner Shelton raised a concern about running organizations by committees. Mr. Shelton shared his concern about communication back to Board of Directors from numerous committees. It was recommended to have a “give and take” staff session for Board members to be educated on items prior to bringing them to the Board. It was approved to hold informational meetings on an “as needed” basis to discuss specific issues. The Board of Directors would determine the topics and request such meetings.

10. Report from Planning Committee – Dave Gossett, Chair

The next Planning Committee meeting will be held on Friday, March 28. The Criminal Justice and Mental Health Report and the Underserved Population Report will be brought to the Board for review. The Expanded Community Services contract should be signed soon.

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

Chuck introduced a PowerPoint presentation of the proposed System Review. (Copy of review filed with minutes). Chuck invited questions and feedback on the System Review and any other concerns regarding mental health.

12. Report from the Finance Officer – Bill Whitlock

Bill Whitlock reported that the total revenue closely met the projected year-end. He stated that budget cuts would affect the current risk reserve, so there will be concentrated effort on giving as much as possible to providers, so the dollars are not lost.

13. Report from the Finance Committee – Mike Shelton

Mr. Shelton reported and recommended approval of the entire Consent Agenda.

Motion to approve, seconded, all in favor, **Motion Carried.**

14. Consent Agenda – Chair

Motion 03-006

To name authorized signatures on the NSMHA's account at Skagit County effective March 14, 2003 as follows:

Board Chairperson	Ward Nelson
Skagit County Commissioner	Kenneth Dahlstad Ted Anderson
Snohomish County Council	Kirke Sievers
NSMHA Executive Director	Charles R. Benjamin
NSMHA Deputy Director	Greg Long
NSMHA Office Manager	Debra Russell

The authorized signers shall have the authorization privileges for disbursements over petty cash accounts, vouchers and payroll.

It was recommended to amend the authorized signatures list to remove Kenneth Dahlstad and add Ted Anderson for Skagit County.

Motion to approve as amended, seconded, all in favor, **Motion Carried.**

Motion 03-007

To review and approve NSMHA claims paid from December 1, 2002 to December 31, 2002. In the amount of \$3,528,699.27. Total December payroll of \$77,457.36 and associated benefits of \$24,726.41.

Motion to approve, seconded, all in favor, **Motion Carried.**

Motion 03-008

To review and approve NSMHA claims paid from January 1, 2003 to January 31, 2003. In the amount of \$ 3,922,836.65. Total January payroll of \$80,204.23 and associated benefits of \$24,853.56.

Motion to approve, seconded, all in favor, **Motion Carried.**

1. Action Items

Motion 03-003

To adopt the North Sound Mental Health Administration 2003-2004 Staff Training Plan.

The purpose of the NSMHA Staff Training plan is to provide an effective, efficient process that builds the requisite skills for optimum performance by all levels of staff. In developing this Plan, an extensive Training Needs Assessment survey was conducted. The NSMHA Staff Training Plan was developed in conjunction with the North Sound's Regional Training Plan.

Motion to approve, seconded, all in favor, **Motion Carried.**

Motion 03-004

To adopt North Sound’s Regional Training Plan.

Per the current contract between the NSMHA and APN, Seamar and VOA, “The NSMHA shall take the lead and facilitate a collaborative process with NSMHA provider network to design and implement a regional training plan by January 1, 2003.” The North Sound’s Regional Training Plan is the result of these efforts.

Motion to approve, seconded, all in favor, **Motion Carried.**

2. Emergency Action Items

Motion 03-009

To authorize Contract 0169-00339, Amendment 6 between DSHS Mental Health Division and the North Sound Mental Health Administration. Effective January 1, 2003, the ECS allocation and funding are reduced from 3 to 2 Expanded Community Services Phase V (PALS) slots. Maximum monthly consideration shall be reduced to \$7,179.

Motion to approve, seconded, all in favor, **Motion Carried.**

Motion 03-010

To authorize Contract No. NSMHA-APN-ECS-02, Amendment (2) between North Sound Mental Health Administration and the Associated Provider Network. Effective January 1, 2003, the ECS allocation and funding are reduced from 3 to 2 Expanded Community Services Phase V (PALS) slots. Funding shall be modified, as reflected below:

Timeline	Funding Source	Program Alloc	Payment Method
<i>Effective 1/1/03 to 6/30/03</i>	ECS Phase V – PALS State Funding	\$43,074	Fee for Service*
<i>Effective 10/1/02</i>	FBG ECS – PALS Funding	<u>21,000</u>	Fee for Service
	<i>Total Funding</i>	\$64,074	*Paid in 6 equal payments. Reconciled to actual bed days @ \$119 per day/person

The NSMHA staff requested this reduction as it was found that only two (2) individuals qualified for the PALS program at Western State Hospital.

Motion to approve, seconded, all in favor, **Motion Carried.**

Motion 03-011

To authorize Contract No. NSMHA-PCI-User-01 Amendment (4)

This amendment will extend the dates of the current contract with PCI through June 30, 2003. Maximum consideration of this amendment shall be \$15,125 (\$5,041.67 per month). Maximum consideration of the Agreement shall not exceed \$121,000.08.

Motion to approve, seconded, all in favor, **Motion Carried.**

3. Introduction Items – Ward Nelson, Chair

IN-003

To introduce the NSMHA 2002-2003 Quality Management Plan Updates.

As the NSMHA moves into the second year of our biennial QM Plan, modifications, additions and deletions are being recommended.

Motion to approve, seconded, all in favor, **Motion Carried.**

IN-005

To introduce North Sound Mental Health Administration Health Information and Portability Accountability Act (HIPAA) Policy and Procedure Manual.

Lead Quality Specialist has been working with NSMHA Attorney to develop the NSMHA HIPAA Policy and Procedures Manual that will comply with HIPAA requirements. Attached is the list of Policies and Procedures that will be introduced to the Board in March. Currently these P & P's are in final draft and being reviewed by NSMHA Attorney.

Motion to approve, seconded, all in favor, **Motion Carried.**

IN-009

To introduce the proposed NSMHA System Review for review and consideration.

A PowerPoint presentation was given, copies were distributed and is available on the NSMHA website at www.nsrnsn.org

Motion to approve, seconded, all in favor, **Motion Carried.**

18. Executive Session - Chair

None.

19. Reconvene – Chair

None.

20. Adjournment – Chair

The meeting adjourned at 3:02 p.m.

Respectfully submitted,

Debra Russell

MEMORANDUM
REVISED

DATE: April 8, 2003

TO: NSMHA Advisory Board

FROM: Charles R. Benjamin
Executive Director

RE: April 24, 2003 NSMHA 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 April 24, 2003 NSMHA Board Meeting.

CONSENT AGENDA

1. To approve the NSMHA 2002-2003 Quality Management Plan Updates.

As the NSMHA moves into the second year of our biennial QM Plan, modifications, additions and deletions are being recommended.

2. To approve the North Sound Mental Health Administration Lead Quality Specialist be appointed NSMHA Privacy Officer and to introduce an update Lead Quality Specialist Job Description that has been modified to incorporate the required HIPAA Privacy Officer job responsibilities.

NSMHA Management Team recommends that the attached Lead Quality Specialist job description replaces the current Lead Quality Specialist Job Description.

3. To approve Business Associates Agreement, Contract No. NSMHA-INFOC-BA-03 between North Sound Mental Health Administration and InfoCare, Inc for storage of NSMHA off-site business records. This Agreement shall become effective May 1, 2003. It is estimated that the initial set-up costs shall not exceed \$125 and the ongoing monthly costs to be approximately \$38.75 per month.

NSMHA recommends moving our current storage to InfoCare, Inc. Not only will this service provide a more secure setting than our current storage unit and meet HIPAA requirements for storing Protected Health Information, but our monthly expense will go from \$60 to an estimated \$38.75. InfoCare, Inc. is knowledgeable about HIPAA requirements and understand the necessity to enter into a Business Associates Agreement with the NSMHA. NSMHA records would be stored in a warehouse that serves other customers like St. Joseph Hospital and Whatcom County.

4. To review and approve NSMHA claims paid from February 1, 2003 to February 28, 2003. In the amount of \$2,887,541.24. Total February payroll of \$75,509.76 and associated benefits of \$24,114.04.

ACTION ITEMS

1. To approve North Sound Mental Health Administration Health Information and Portability Accountability Act (HIPAA) Policy and Procedure Manual.

Lead Quality Specialist has been working with NSMHA Attorney to develop the NSMHA HIPAA Policy and Procedures Manual that will comply with HIPAA requirements. Attached is the list of Policies and Procedures that will be introduced to the Board in March. Currently these P & P's are in final draft and being reviewed by NSMHA Attorney.

2. To approve the North Sound Mental Health Administration amend the agreement for legal services. NSMHA agrees to reimburse Attorney at a rate of \$375.00 an hour for specialized health care legal services.
3. To approve the NSMHA System Review presented and distributed at the March 13, 2003 Board of Directors meeting. The System Review draft is also available on the NSMHA website at www.nrsrn.org.

EMERGENCY ACTION ITEMS

1. To discuss the Nisqually Earthquake Settlement from FEMA.
2. To discuss Fairfax Hospital's request for additional payments from RSN's in order to continue serving the Medicaid population. Information is still being collected and analyzed. We will provide our data prior to the meeting
3. To approve the NSMHA System Review presented and distributed at the March 13, 2003 Board of Directors meeting. The System Review draft is also available on the NSMHA website at www.nrsrn.org.
4. Payment Rental, catering, banquet terms and agreement for NSMHA sponsored conference on Dialectical Behavioral Therapy for Children to be held at The Skagit Resort, May 14 & 15.
5. To authorize Contract 0169-00339, Amendment 7 between DSHS Mental Health Division and the North Sound Mental Health Administration. In Fiscal year 2002 (September 2001-June 2002), state funds for outpatient will be paid in the amount of \$1,253,608 per month, beginning September 2001, not to exceed \$12,536,080 for September 2001-June 2002. In June 2002, a one-time payment of \$591,343 shall be made to the Contractor and in June 2003, a one-time payment of \$173,341 shall be made to the Contractor. In Fiscal Year 2003, state funds for outpatient will be paid in the amount of \$1,079,002 per month, plus the one time payment, not to exceed \$13,121,363 for Fiscal Year 2003.

ITEMS NOT YET REVIEWED BY THE ADVISORY BOARD

1. To introduce the NSMHA 2003-2004 7.01 Plan developed in compliance with the Department of Social and Health Services requirements.

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

cc: NSMHA Board of Directors
County Coordinators
NSMHA Management Team

NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA Board of Directors Approval Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Action Requested: The NSHMA Board is asked to approve **Motion # 03-005**

Approval Date: April 24, 2003

Source of Request: Chuck Benjamin, Executive Director

Motion: To authorize NSMHA 2003-2003 Quality Manage Plan Updates

As the NSMHA moves into the second year of our biennial QM Plan, modifications, additions and deletions are being recommended.

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

Executive Director (Signature)

NSMHA Quality Management Plan 2002-2003

Work Plan Revisions

- Concurrent Review process- formerly described as occurring, NSRSN wide, during the 1st and 3rd biennial quarters. Done only by Quality Management Team staff.

Now listed as performed in conjunction with the combined NSHMA/MHD Administrative Audit and Licensing Review occurring each contract period. Done by members of the Quality Management Dept, Fiscal/Contracts Dept. and Quality Review Team.

- Revisions occur in Focus Areas 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6
- NSMHA Ombuds Dept- add the Ombuds Dept as a report source to be included in the Jail Episode of Care Report, the Supervised Living Report and housing support services reports. Ombuds staff sometime receive information related to these topics and this information needs to be included in reports regarding these areas.
 - Revisions occur in Focus Area 1.4
- NSMHA Focused Inpatient Services Review- change the proposed Focused Review of APN's Acute Care Team's records to a Focused Inpatient Services Review, to include the APN's Acute Care Team's records. The proposed Inpatient Services in a more comprehensive review, and to also include a review of the Acute Care team would be unnecessarily duplicative.
 - Revision occurs in Focus Area 1.6
- NSMHA Focused Review of Consumers receiving Court-ordered Services (LRO's)- The current WorkPlan identifies the review of LRO services as a separate Focused review. The MHD "Voluntary and Involuntary Outpatient Record Review Tool", used by NSMHA Quality Specialists (QS) when doing Concurrent Reviews, contains a specific section related to court-ordered services provided to consumers. Therefore, as opposed to doing a separate Focused review of LRO services, NSMHA QS staff will utilize the LRO section of the MHD tool in all cases where it applies while performing Concurrent Reviews at provider agencies.
 - Revision occurs in Focus Area 1.4

Addition to the Work Plan

- Focus Area 2.2- Add a Quality Improvement Initiative objective regarding the plan to implement a review of Raintree reports utilized by the NSMHA, once these reports become available.

Deletion from the Work Plan

- Focus Area 2.1- Remove the Quality Improvement Initiative objective regarding the NSMHA seeking national accreditation, at this time. Note that this plan has been considered and deferred. The plan may be pursued at a later time, if appropriate.

Section 3: QUALITY MANAGEMENT WORK PLAN

This work plan lays out the tasks and timelines for the quality assurance / improvement plan of the NSRSN for 2002-2003.. Each objective in the Quality Management Work Plan is monitored as noted in the Measurement column of the plan, followed by thorough analysis, and implementation of appropriate quality improvement steps if objectives are not met. Biennial quarterly reports are presented every six months to the Quality Management Oversight Committee (QMOC). These reports combine input from all responsible departments, featuring analysis of regional trends, progress in QM Plan implementation, and recommendations for corrective actions, sanctions, and/or other quality improvement activities. Note that the last column lists the WAC/Contract reference supporting each objective, as well as NSRSN tools used to assess performance.

QMOC receives biennial quarterly updates on the status of completion and performance of this work plan, allowing the committee to make recommendations about plan alterations, additions, and enhancements as appropriate. A final report on implementation of the NSRSN Quality Management Plan is issued following compilation of results of all aspects of the plan, within 60 days of completion of the fourth quarter 2002. That report will highlight a table of accomplishments for the year 2002, as well as information about goals and objectives not met, with recommendations regarding quality improvement actions necessary for the NSRSN Quality Management Plan 2002-2003.

NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA Board of Directors Approval Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Action Requested: The NSHMA Board is asked to approve **Motion # 03-013**

Approval Date: April 24, 2003

Source of Request: Chuck Benjamin, Executive Director

Motion: To authorize NSMHA Health Information and Portability
Accountability Act (HIPAA) Policy and Procedure Manual.

Lead Quality Specialist has been working with NSMHA Attorney to develop the NSMHA HIPAA Policy and Procedures Manual that will comply with HIPAA requirements. Attached is the list of Policies and Procedures that were introduced to the Board in March. Currently these P & P's are in final draft and being reviewed by NSHMA Attorney.

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

Executive Director (Signature)

HIPAA Policy & Procedure Table of Contents

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NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA Board of Directors Approval Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Action Requested: The NSHMA Board is asked to approve **Motion # 03-014**

Approval Date: April 24, 2003

Source of Request: Chuck Benjamin, Executive Director

Motion: To approve the NSMHA Lead Quality Specialist be appointed NSMHA Privacy Officer and to introduce an update Lead Quality Specialist Job Description that has been modified to incorporate the required HIPAA Privacy Officer job responsibilities.

NSMHA Management Team recommends that the attached Lead Quality Specialist job description replaces the current Lead Quality Specialist Job Description.

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

Executive Director (Signature)

DRAFT

NORTH SOUND MENTAL HEALTH ADMINISTRATION Job Description

Job Title: Lead Quality Specialist
Department: Clinical Quality Management
Reports To: Deputy Director
Salary Range: 18
FLSA Status: Exempt
Prepared By: NSMHA Regional Office
Prepared Date: February 2003
Approved By:
Approved Date:

Summary:

The Lead Quality Specialist provides coordination and leadership to clinical quality issues including monitoring quality improvement of the NSRSN and Provider Network; staffing various committees as assigned, such as the Quality Management Oversight Committee (QMOC); evaluation and reports on quality and clinical issues of contracted providers; and performance of onsite quality assurance reviews of contracted providers.

Essential Functions and Peripheral Functions:

- Coordinates Quality Management Oversight Committee with chair and QMOC Members. Integrates information from QRT, Ombuds, Advisory Board, Resource Managers, accrued complaint and grievance incidents, and family advocates into the agenda of the QMOC.
- Develops bi-annual Quality Management Plan-semi-annually (every six months) reviews and revises the Quality Management Plan. Assure NSRSN's compliance with the Mental Health Division's contract requirements for Quality Assurance/Quality Improvement. Researches, monitors and analyzes information on federal and State requirements relative to quality issues. Assures coordination of Quality Management Plan with Continuous Quality Improvement Plan
- Leads and/or serves on committees as assigned, such as the Quality Management Oversight Committee (QMOC).
- Responds to the Mental Health Division annual Integrated Review in regard to Quality Improvement issues.
- Develops and analyzes clinical utilization management reports in conjunction with IS Department. Analyzes and reports utilization trends regularly to QMOC, Advisory Board, and NSRSN Board.
- Provides liaison and coordinates collaboration with other systems that impact the lives of NSRSN consumers.

- Monitors provider agencies for contract compliance on the quality improvement programs including corrective action plans on clinical issues.
- Liaison to the Management Team, as needed
- [Maintain confidentiality and privacy of Consumer Healthcare Information](#)
- [Acts as NSMHA Privacy Officer \(see NSMHA Privacy Officer Duties\)](#)
- Accomplishes other duties as assigned.

Minimum Qualifications:

Master's degree in health-related field and 4 years experience with or knowledge of State licensure requirements for publicly funded health facilities, monitoring and/or auditing contractor compliance with contract terms, and continuous quality improvement principles. Two years of human services supervisory experience. Must have working knowledge of adult and child mental health clinical issues. Knowledge and experience in health information privacy laws, including access and release of information

Skills and Abilities Required:

- Work cooperatively with and provide leadership among a wide variety of people including mental health consumers, advocates, the general public, public officials, mental health professionals, and others.
- Work independently in developing and managing a range of complex projects and programs.
- Ability to communicate both orally and in writing.
- Ability to get along well with others and provide good customer service.
- Ability to analyze clinical data and reports to identify trends in system performance.

Supervisory Responsibilities:

The Lead Quality Specialist reports to the Deputy Director. The Lead Quality Specialist directly supervises the NSRSN Quality Specialist. Coordinates work of the contracted Quality Specialists (Mental Health Community Support Specialists at Snohomish County). Supervision of the Quality Specialists includes scheduling, performing staff evaluations, and initiating strategies for performance improvement, authorizing vacation, sick leave, and/or overtime, signing time sheets, staff training, administering disciplinary measures, resolving complaints, and structuring team-oriented work approaches among NSRSN staff as well as between other units inside and outside the organization.

Physical Requirements:

The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Sufficient mobility is required for the use of office equipment such as computers, telephones, and files. Lifting a maximum of 30 pounds may be required. The ability to hear and communicate at a level sufficient to perform the essential functions of the position is required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment:

Work is performed in an office environment with some outside assignments. There is potential exposure to repetitive stresses and/or eyestrain due to prolonged use of computers. The work environment characteristics described here are representative of those an employee encounters while

performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer:

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

Privacy Officer Duties

General Purpose:

The privacy officer oversees all ongoing activities related to the development, implementation, maintenance of, and adherence to the organization's policies and procedures covering the privacy of, and access to, patient health information in compliance with federal and state laws and the healthcare organization's information privacy practices.

Responsibilities:

1. Provides development guidance and assists in the identification, implementation, and maintenance of organization information privacy policies and procedures in coordination with organization management and administration, the Privacy Oversight Committee, and legal counsel.
2. Works with NSMHA management team to establish an organization-wide Privacy Oversight Committee.
3. Serves in a leadership role for the Privacy Oversight Committee's activities.
4. Performs initial and periodic information privacy risk assessments and conducts related ongoing compliance monitoring activities in coordination with the entity's other compliance and operational assessment functions.
5. Works with legal counsel and management, key departments, and committees to ensure the organization has and maintains appropriate privacy and confidentiality consent, authorization forms, and information notices and materials reflecting current organization and legal practices and requirements.
6. Oversees, directs, delivers, or ensures delivery of initial and privacy training and orientation to all employees, volunteers, medical and professional staff, contractors, alliances, business associates, and other appropriate third parties.
7. Participates in the development, implementation, and ongoing compliance monitoring of all business associate agreements, to ensure all privacy concerns, requirements, and responsibilities are addressed.
8. Establishes with management and operations a mechanism to track access to protected health information, within the purview of the organization and as required by law and to allow qualified individuals to review or receive a report on such activity.

9. Works cooperatively with the IS/IT Specialist and other applicable organization units in overseeing patient rights to inspect, amend, and restrict access to protected health information when appropriate.
10. Establishes and administers a process for receiving, documenting, tracking, investigating, and taking action on all complaints concerning the organization's privacy policies and procedures in coordination and collaboration with other similar functions and, when necessary, legal counsel.
11. Ensures compliance with privacy practices and consistent application of sanctions for failure to comply with privacy policies for all individuals in NSMHA's workforce, extended workforce, and for all business associates, in cooperation with Human Resources, the information security officer, administration, and legal counsel as applicable.
12. Initiates, facilitates and promotes activities to foster information privacy awareness within the NSMHA and related entities.
13. Serves as a member of, or liaison to, the organization's Privacy Committee, should one exist. Also serves as the information privacy liaison for users of clinical and administrative systems.
14. Reviews all system-related information security plans throughout the organization's network to ensure alignment between security and privacy practices, and acts as a liaison to the information systems department.
15. Works with all NSMHA personnel involved with any aspect of release of protected health information, to ensure full coordination and cooperation under the organization's policies and procedures and legal requirements
16. Maintains current knowledge of applicable federal and state privacy laws, and monitors advancements in information privacy technologies to ensure organizational adaptation and compliance.
17. Serves as information privacy consultant to the NSMHA for all departments and appropriate entities.
18. Cooperates with the Office of Civil Rights, other legal entities, and NSMHA officers in any compliance reviews or investigations.
19. Works with NSMHA administration, legal counsel, and other related parties to represent the organization's information privacy interests with external parties (state or local government bodies) who undertake to adopt or amend privacy legislation, regulation, or standards.

NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA Board of Directors Approval Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Action Requested: The NSHMA Board is asked to approve **Motion # 03-015**

Approval Date: April 24, 2003

Source of Request: Chuck Benjamin, Executive Director

Motion: To approve Business Associates Agreement, Contract No. NSMHA-INFOC-BA-03 between North Sound Mental Health Administration and InfoCare, Inc., for storage of NSMHA off-site business records. This Agreement shall become effective May 1, 2003. It is estimated that the initial set-up costs shall not exceed \$125 and the ongoing monthly costs to be approximately \$38.75 per month.

NSMHA recommends moving our current storage to InfoCare, Inc. Not only will this service provide a more secure setting than our current storage unit and meet HIPAA requirements for storing Protected Health Information, but our monthly expense will go from \$60 to an estimated \$38.75. InfoCare, Inc. is knowledgeable about HIPAA requirements and understands the necessity to enter into a Business Associates Agreement with the NSMHA. NSMHA records would be stored in a warehouse that serves other customers like St. Joseph Hospital and Whatcom County.

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

Executive Director (Signature)

A BUSINESS ASSOCIATE AGREEMENT
North Sound Mental Health Administration
and
InfoCare, Incorporated

This Business Associate Agreement (“Agreement”), is entered into by and between North Sound Regional Support Network, dba North Sound Mental Health Administration (“NSMHA”) on behalf of itself, and its current and future subsidiaries and affiliates, and InfoCare, Inc. (“Business Associate”), including all current and future lines of business, affiliates, and subsidiaries. NSMHA and Business Associate may have entered into various arrangements, and may in the future enter into additional arrangements (collectively, the “Contracts”) pursuant to which Business Associate provides various items or services to NSMHA or for NSMHA’s clients. This Agreement modifies and supplements the terms and conditions of the Contracts, and the provisions set forth herein shall be deemed a part of the Contracts.

1. **Definitions.** The federal privacy regulations at 45 C.F.R. parts 160 and 164 and the Health Insurance Portability and Accountability Act (42 USC Section 201, et seq.), shall be collectively referred to herein as “HIPAA”. All capitalized terms used in this Agreement have the meaning defined in HIPAA, unless otherwise defined herein.
2. **Purpose: Protected Health Information.** The purpose of this Agreement is to provide assurances regarding our respective responsibilities to maintain strict confidentiality under applicable federal and state laws and regulations relating to NSMHA’s patient medical information, financial information, and other patient identifiable health information to which Business Associate gains access pursuant to the Contracts (collectively “Protected Health Information”). For purposes of this Agreement, Protected Health Information shall be defined consistent with 45 CFR, Section 164.501. The provisions of this Agreement are specifically intended to meet the business associate contract requirements of the HIPAA privacy standards spelled out in Section 45 CFR, Section 164.504. Business Associate and NSMHA intend that their respective privacy and security policies, procedures and practices shall meet (or exceed to the extent provided herein) all applicable federal and state requirements pertaining to the privacy and confidentiality of Protected Health Information as soon as possible, but in no event later than the mandatory HIPAA compliance date.
3. **Confidentiality of Protected Health Information.** Business Associate shall comply with all applicable federal and state laws and regulations relating to maintaining and safeguarding the confidentiality of Protected Health Information. Business Associate shall assure that Business Associate’s employees, subcontractors and agents comply with such laws and regulations and the provisions of this Agreement. Neither Business Associate nor any of its employees, subcontractors or agents shall use or further disclose Protected Health Information in any manner that would violate the requirements of this Agreement or the HIPAA privacy regulations as set forth in 45 CFR, Sections 160 and 164. Business Associate may use and disclose Protected Health Information when necessary for Business Associate’s proper management and administration, or to carry out Business Associate’s specific

legal responsibilities pursuant to the Contracts. Business Associate shall not request or disclose more information than the minimum amount necessary to allow Business Associate to perform its functions pursuant to the Contracts. Business Associate shall not use or further disclose Protected Health Information in any manner that would violate the HIPAA privacy standards as set forth in 45 CFR, Sections 160 and 164.

4. **Safeguards for Protected Health Information.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than expressly provided for in this Agreement. Business Associate shall assure that any agents or subcontractors to whom it provides any Protected Health Information under this Agreement shall agree to the same restrictions and conditions of Business Associate under this Agreement to assure that such agent or subcontractor complies in all respects with the provisions of this Agreement and the HIPAA privacy standards.
5. **Individual Access to Protected Health Information.** Business Associate agrees to provide individuals with access to their PHI in a Designated Record Set as requested by NSMHA or as otherwise required to meet requirements of HIPAA privacy standards including 45 CFR 164.524.
6. **Third Party Requests for Access to Protected Health Information.** Business Associate agrees to promptly notify NSMHA of Business Associate's receipt of any request, subpoena, qualified protective order, or other legal process to obtain PHI. The provisions of this section shall survive the termination of this Agreement.
7. **Amendments to Protected Health Information.** Business Associate agrees to make amendment(s) to PHI in a Designated Record Set as authorized by NSMHA in compliance with 45 CFR 164.526.
8. **Accounting for Disclosures of Protected Health Information.** Business Associate shall cooperate with NSMHA by providing appropriate information to NSMHA to fulfill both parties' responsibilities under 45 CFR, Section 164.528. Business Associate agrees to provide an accounting of any disclosures of Protected Health Information for up to the six-year period preceding the date of the request for an accounting. Such information shall include:
 - the date of the disclosure;
 - the name and address of the person or entity who received the Protected Health Information;
 - a brief description of the disclosed Protected Health Information; and
 - a brief statement of the purpose of the disclosure including an explanation of the basis for such disclosure.
 - such other information as may be required by applicable laws or regulations.

Business Associate must provide all such information to NSMHA on a timely basis not later than 7 calendar days after NSMHA requests such information, unless

otherwise specified by NHMSA. The provisions of this section shall survive termination of this Agreement.

9. **Access to Business Associate's Books and Records.** Business Associate shall make available to the Secretary of the Department of Health and Human Services its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by, Business Associate on behalf of NSMHA for the purpose of determining Business Associate's compliance with the requirements of this Agreement and the HIPAA privacy standards. The provisions of this section shall survive termination of this Agreement.
10. **Reporting and Auditing of Improper Use of Protected Health Information.** Business Associate shall promptly report to NSMHA any use or disclosure of NSMHA client Protected Health Information that is unauthorized or otherwise violates the terms of this Agreement.
11. **HIPAA Requirements.** Business Associate and NSMHA agree to work cooperatively to meet applicable requirements of the HIPAA regulations.
12. **Termination of Applicable Contract** NSMHA shall have the right to terminate any or all of the Contracts if Business Associate has violated a material term of this Agreement. Upon any such termination, Business Associate shall promptly return or destroy all Protected Health Information received from NSMHA in connection with the terminated Contracts. If the return or destruction of Protected Health Information is not feasible, Business Associate shall continue the protections required under this Agreement to the Protected Health Information consistent with the requirements of this Agreement and the HIPAA privacy standards. In the event that Business Associate ceases to do business or otherwise terminates its relationship with NSMHA, Business Associate agrees to promptly return or destroy all Protected Health Information, received from NSMHA, in a timely manner. Business Associate may not assign this Agreement, in whole or in part, without NSMHA's prior consent. All terms and conditions of this Agreement will be binding upon and inure to the benefit of and be enforced by the parties hereto and their respective successors and permitted assigns.
13. **Business Associate's Privacy and Security Policies and Practices.** Business Associate's privacy and security policies and practices shall meet or exceed current standards set by applicable state and federal law for the protection of Protected Health Information including, without limitation, user authentication, data encryption, monitoring and recording of database access, internal privacy standards and a compliance plan designed to provide assurances that the requirements of this Agreement are met. Business Associate shall:
 - Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of NSMHA's electronic PHI;
 - Ensure that Business Associate's agents and subcontractors to whom it provides PHI, implement administrative, physical and technical safeguards that reasonably

and appropriately protect the confidentiality, integrity and availability of NSMHA's PHI;

- Report to NSMHA any security incident of which it becomes aware.

14. Miscellaneous.

14.1 Indemnification. Business Associate hereby agrees to indemnify and hold NSMHA and its officers, directors, employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Agreement by Business Associate, or its employees or agents. The provisions of this section shall survive termination of this Agreement.

14.2 Insurance. Upon written request of NSMHA, Business Associate shall obtain and maintain, at its sole expense, during the term of this Agreement liability insurance on an occurrence basis with responsible insurance companies acceptable to NSMHA and covering claims based upon a violation of any of the HIPAA Privacy standards or any applicable state law or regulation concerning the privacy of patient information in amount specified by NSMHA in its request. NSMHA reserves the right to require that such insurance policy shall name NSMHA as an additional named insured and shall provide for 30 days prior written notice to NSMHA in the event of any decrease, cancellation, or non-renewal of such insurance. A copy of such policy or a certificate evidencing the policy shall be provided to NSMHA upon written request.

14.3 Independent Contractor. Under this Agreement, Business Associate shall at all times be acting and performing in the status of independent contractor to NSMHA. Business Associate shall not by virtue of this Agreement be deemed a partner or joint venturer of NSMHA. No person employed by Business Associate will be an employee of NSMHA, and NSMHA shall have no liability for payment of any wages, payroll taxes, and other expenses of employment for any employee of Business Associate. Business Associate is constituted the agent of NSMHA only for the purpose of, and to the extent necessary to, carrying out its obligations under this Agreement.

14.4 Notices. Any notice, request, demand, report, approval, election, consent or other communication required or permitted under the terms of this Agreement (collectively, "Notice") shall be in writing and either delivered personally, by registered or certified mail, return receipt requested, postage prepaid, or by reputable overnight courier, addressed as follows:

North Sound Mental Health Administration
117 North 1st, Suite 8,
Mount Vernon, WA 98273
Attention: Executive Director
With a copy to: Wendy Klamp, Privacy Officer

To Business Associate:

InFoCare, Incorporated
2001 Iowa Street, Suite F
Bellingham, WA 98226
Attn: Howard Furst, Owner

14.5 Amendment This Agreement may not be amended, modified or terminated orally, and no amendment, modification, termination or attempted waiver shall be valid unless in writing signed by both parties.

If the foregoing meets with your understanding and approval, please show your acceptance and agreement by signing and returning one copy of this Agreement to the undersigned, at which point this Agreement shall become effective as of the date indicated below. By signing below, the undersigned warrants that he/she is an authorized agent of Business Associate, and his/her signature is binding upon Business Associate.

NORTH SOUND MENTAL HEALTH ADMINISTRATION

Charles R. Benjamin, Executive Director

Date

ACCEPTED AND AGREED TO:

Howard Furst, Owner

Date

NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA Board of Directors Approval Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Action Requested: The NSHMA Board is asked to approve **Motion # 03-016**

Approval Date: April 24, 2003

Source of Request: Chuck Benjamin, Executive Director

Motion: To approve the NSMHA amend the agreement for legal services. HSMHA agrees to reimburse Attorney at a rate of \$375.00 an hour for specialized health care legal services.

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

Executive Director (Signature)

AGREEMENT FOR LEGAL SERVICES

Whereas, North Sound Regional Support Network (hereinafter "client") wishes to engage Lane, Powell, Spears & Lubersky - Jeffrey Gingold (hereinafter "attorney") to render specialized healthcare legal services, the following agreement for legal services is hereby made:

1. Client agrees reimburse Attorney at a rate of \$375.00 an hour for specialized healthcare legal services. Attorney will bill client on a monthly basis (unless otherwise agreed) for attorney's fees. Maximum consideration for the term of this Agreement shall not exceed \$10,000.
2. No funds have been received as a retainer for use by the attorney to pay fees and costs. Any funds received on retainer to cover attorney fees will be deposited to the Law Office of Lane, Powell, Spears & Lubersky Trust Account and charges and expenses will be removed from the trust account within seven days after the date of any billing, unless the client notifies the attorney that there is a question or dispute about the billing or wishes not to have the trust money applied. No money will be removed from the trust account for payment of attorney fees or expenses when a dispute exists. At other times, the attorney may advance funds from the trust account upon notice to the client. All trust account funds will be accounted for by the attorney in the monthly billing statements.
3. The attorney agrees to use his best efforts in providing legal opinions and representation of the client, but cannot guarantee any result. Client agrees to provide attorney with full information concerning the legal and factual issues presented and to cooperate fully in the representation.
4. The attorney agrees to keep the client informed as to major developments in the case and will not settle or compromise a claim or lawsuit without permission of the client.
5. This Agreement shall take effect January 1, 2002 and shall continue in full force and effect until such time as either party chooses to terminate this Agreement. This Agreement may be terminated in whole or in part by Client for any reason at any time or by Attorney by giving 30 calendar days written notice to Client where the Attorney's continued representation of the client does not violate the Washington Rules of Professional Conduct.

Dated: _____ Dated: _____

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

Jeffery Gingold, Attorney At Law
Lane, Powell, Spears & Lubersky
1420 5th Avenue, Suite 4100
Seattle, WA 98101-2338
206 223-7955

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

NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA Board of Directors Approval Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Action Requested: The NSHMA Board is asked to approve **Motion # 03-017**

Approval Date: April 24, 2003

Source of Request: Chuck Benjamin, Executive Director

Motion: To review and approve NSMHA claims paid from February 1, 2003 to February 28, 2003, in the amount of \$2,887,541.24. Total February payroll of \$75,509.76 and associated benefits of \$24,114.04.

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

Executive Director (Signature)

NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA Board of Directors Approval Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Action Requested: The NSHMA Board is asked to approve **Motion # 03-018**

Approval Date: April 24, 2003

Source of Request: Chuck Benjamin, Executive Director

Motion: To review Nisqually Earthquake Settlement from FEMA and approve NSMHA Executive Director to sign and forward to Planning Committee for review.

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

Executive Director (Signature)

NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA Board of Directors Approval Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Action Requested: The NSHMA Board is asked to approve **Motion # 03-019**

Approval Date: April 24, 2003

Source of Request: Chuck Benjamin, Executive Director

Motion: To discuss Fairfax Hospital's request for additional payments from RSN's in order to continue serving the Medicaid population. Information is still being collected and analyzed. We will provide our data prior to the meeting.

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

Executive Director (Signature)

NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA Board of Directors Approval Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Action Requested: The NSHMA Board is asked to approve **Motion # 03-020**

Approval Date: April 24, 2003

Source of Request: Chuck Benjamin, Executive Director

Motion: To approve the NSMHA System Review presented and distributed at the March 13, 2003 Board of Directors meeting.

The System Review draft is also available on the NSMHA website at www.nsrnsn.org

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

Executive Director (Signature)

NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA Board of Directors Approval Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Action Requested: The NSHMA Board is asked to approve **Motion # 03-021**

Approval Date: April 24, 2003

Source of Request: Chuck Benjamin, Executive Director

Motion: Payment Rental, catering, banquet terms and agreement for NSMHA sponsored conference on Dialectical Behavioral Therapy for Children to be held at The Skagit Resort, May 14 & 15, 2003.

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

Executive Director (Signature)



GENERAL RENTAL, CATERING, BANQUET TERMS & AGREEMENT

Monday, April 21, 2003

CLIENT'S NAME: Karen Townsend
ADDRESS: 117 North 1st Street, Ste 8
Mount Vernon, WA 98273
PHONE NUMBER: 425.388.7425
FAX #:
ARRIVAL DATE: Wednesday, May 14, 2003
DEPARTURE DATE: Friday, May 16, 2003
POST AS: RSN

TO OUR GUESTS

We are eager to assist you in planning and serving your meetings, parties and banquets. Should menu selections presented here not fulfill your requirements, upon mutual agreement, we are prepared to custom tailor menus to suit your specific needs. Thank you for selecting Skagit Valley Casino Resort (SVCR) and our Food and Beverage catering team.

HOTEL ROOM BLOCK

	Wed 0 5/14	Thu 05 /15
Run of House	0	0
King	5	5

These rooms will be held until Wednesday, April 23, 2003, reservations received after this date will be subject to availability.

Rooms MUST be cancelled in writing to the Sales office 48 hours prior to the arrival date, or the client will be responsible for payment in full.

AGREED RATES

Room	Single Rate	Double Rate
Run of House	\$79.00	\$79.00
King	\$79.00	\$79.00

These rates are based on single and double occupancy. Each additional guest is an additional \$10.00 per person charge, per night.

EVENTS AGENDA

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
5/14/2003	8:00 AM	5:00 PM	Meeting	Pacific Showroom	Classroom	150	.00
5/14/2003	8:00 AM	5:00 PM	Buffet	Showroom Mezzanine		150	.00
5/15/2003	8:00 AM	3:00 PM	Buffet	Showroom Mezzanine	Banquet Rounds	150	.00
5/15/2003	8:00 AM	5:00 PM	Meeting	Pacific Showroom	Classroom	150	.00

MENU SELECTION

Menus and prices for your event will be confirmed (2) weeks prior to the date of the event.

Final menu selections must be submitted to the Catering Office at least (1) week in advance and, when accepted, become guaranteed at that time. Final Guaranteed Counts must be to the Sales office 72 hours prior to your event. (See Guarantee Section).

Entrée substitutions for dietary or religious reasons will be made if the Catering Office is informed (2) weeks in advance. Substitutions later, if available, will require special pricing.

GUARANTEE AGREEMENT

We require a confirmation of guaranteed attendance no later than 2:00pm (72 hours) 3 business days prior to all functions. Preparation and service staff will be scheduled, meals will be prepared, and you will be charged based on the guarantee number as a minimum. The room will generally be set for 5% over. In the event a guarantee is not timely received, the number of guests estimated on the catering contract will be used.

DEPOSITS

An initial deposit of \$4,500 is due upon signing of this contract. Deposit payment methods are cash, credit card, cashier or certified check or personal check. Your deposit is directly applied to your event city ledger balance.

In addition to the rental/catering deposit, SVCR shall require a damage deposit commensurate with the **type** of event to be held. You may either give cash damage deposit or provide a credit card to cover the damage deposit. You will be responsible for any and all damage caused as a result of the event.

BANQUET CANCELLATION POLICY

In the event you should cancel your function, the following cancellation fee will apply:

- *Up to 6 months in advance: 100% of deposit returned.

- *6 months to 1 month in advance: greater of 50% of estimated F&B expense and revenue
- Or 50% of deposit retained by SVCR.
- *30 days in advance to date of event: 100% of deposit retained by SVCR.
- *In no event will the deposit retained be less than the cost of food and beverages bought specifically for the event.
- *If you must cancel, speak with us about rescheduling the event instead of forfeiting the deposit.

SVCR reserves the right to assess additional room rental charges if there is more than a twenty (20%) percent drop in function attendance or cancellation of planned food and beverage services after the function or meeting has been guaranteed. All cancellations or changes are to be submitted in writing.

The Skagit hereby reserves the right to move the engaged event from the room or space listed in this contract to alternative, suitable space based upon the anticipated numbers of participants identified by the party whose name the reservation has been made. The Skagit will notify you of any such change in space either in writing or by phone at the time of such change.

BEVERAGES

SVCR servers and bartenders must dispense all alcoholic beverages served on the premises. Alcoholic beverage service may be refused to any person who is not able to verify legal age with proper identification (i.e., photo ID), or in the SVCR's sole judgment, exhibits unacceptable behavior or appears to be intoxicated. All food and beverage items, alcoholic or otherwise, shall be provided by and served by the Casino Hotel. Patrons, and or guests of attendees may bring no food and beverage, produce or service into the hotel to the Casino Hotel. The Casino Hotel reserves the right to make a charge for such services.

SERVICE CHARGES, SET-UP FEES & TAXES

18% service charge assessed on all bills plus sales taxes of 7.8%.

In addition, a set-up fee may be assessed to cover set-up labor, a surcharge may be levied for food and/or beverage functions, and additional service fee may be applicable for bartenders, food station attendants, cashiers, and other service staff in excess of our customary service standards.

BILLING AND CREDIT

All business booked into the Casino Hotel will be checked through the Accounting Department prior to authorization for direct billing. It is the responsibility of the engager to provide sufficient credit history to the Sales Manager or Accounting Department thirty (30) days prior to the date of the function or arrival of the group. Credit is not granted to private and/or social functions, political organizations or religious, fraternal or charitable groups.

In the event of a collection effort or litigation, client shall pay a reasonable attorney fee and all costs of collection.

ENGINEERING, ELECTRICAL & AUDIO-VISUAL

Only the SVCR employees (tribe) can provide technical assistance and operate the lighting, sound and stage set up. There is a fee of \$25.00 per hour for a dedicated technician. Engineering, electrical and audio-visual requirements must be specified to the Catering Department, and Facilities for the property, one (1) week prior to the event.

LIVE ENTERTAINMENT

SVCR reserves the right to reasonably limit the loudness of any group and the hours of entertainment if necessary to preserve the comfort of other guests in-house during your function. SVCR takes no responsibility for any live performances booked by the client.

SHIPPING & RECEIVING

Small packages, clearly marked and labeled for meetings, may be delivered to the Casino Hotel not more than 72 hours prior to the program due to limited storage space. SVCR takes no responsibility for any packages delivered for the event.

OUTSIDE VENDORS

Use of outside vendors is strictly prohibited with out the prior consent of SVCR. This would be outlined in your Banquet Event Order. Any decorations or materials to be brought to the Casino Hotel must be approved in advance by SVCR.

LEFTOVER FOOD

Insurance and Health Department regulations prohibit us from giving extra food or beverage to guests to take home.

LIABILITY, INSURANCE & INDEMNIFICATION

SVCR reserves the right to inspect and control all private functions. The Casino Hotel cannot assume responsibility for personal property and equipment brought onto the premises, and liability for damage to the premises will be charged accordingly. Security precautions should be arranged prior to the event for equipment or merchandise likely to be unattended for any length of time.

By authorized signature of the catering contract, guests shall indemnify and hold the Casino Hotel harmless from any and all claims, suits, losses, damages, and expenses due to injury to any party in connections with the function or resulting from damage or destruction of Casino Hotel property by guests or attendees of the function on Skagit Valley Casino Resort’s premises. Skagit Valley Casino Resort is not responsible for loss or damage to automobiles or their contents while parked on Casino Hotel property or in other parking accommodations contracted on behalf of our guests.

In the event that a check is dishonored or marked insufficient funds, then the undersigned agrees to a penalty of \$250.00 in addition to the loss of the entire deposit. The undersigned agrees that jurisdiction for the collection of any matter herein shall be in the Upper Skagit Tribal Court.

INDEMNITY

You shall be responsible for all activities of your guests, invitees, customers, and all others who attend or appear at your event. You agree to hold SVCR harmless from all costs, loss, expense and damage, including reasonable attorney fees, arising out of or in connection with the event and any claims that arise under this provision.

SOVEREIGN IMMUNITY

The SVCR is a part of the Upper Skagit Indian Tribe, a sovereign entity. The Tribe has not waived its sovereign immunity with respect to the scheduled event. No alcohol or alcoholic beverages may be brought on to or in the Casino or the Hotel. SVCR reminds you that you must be 21 to be permitted in the Casino.

To guarantee the rates quoted, the availability of sleeping rooms requested, and all other terms, this contract must be signed and returned to the hotel sales office by 4/8/2003 12:00:00 AM or the rooms may be cancelled.

I have read the above contract and the hotel’s group policy provided to me and constituting a part of this contract, and agree to the terms and conditions.

Client Signature

Date

Taria Smith
Sales Manager

Date

NORTH SOUND MENTAL HEALTH ADMINISTRATION
NSMHA Board of Directors Approval Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Action Requested: The NSHMA Board is asked to approve **Motion # 03-022**

Approval Date: April 24, 2003

Source of Request: Chuck Benjamin, Executive Director

Motion: To authorize Contract 0169-00339, Amendment 7 between DSHS Mental Health Division and the North Sound Mental Health Administration.

In Fiscal year 2002 (September 2001-June 2002), state funds for outpatient will be paid in the amount of \$1,253,608 per month, beginning September 2001, not to exceed \$12,536,080 for September 2001-June 2002. In June 2002, a one-time payment of \$591,343 shall be made to the Contractor and in June 2003, a one-time payment of \$173,341 shall be made to the Contractor. In Fiscal Year 2003, state funds for outpatient will be paid in the amount of \$1,079,002 per month, plus the one time payment, not to exceed \$13,121,363 for Fiscal Year 2003.

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

Executive Director (Signature)

NORTH SOUND MENTAL HEALTH ADMINISTRATION
Introduction Form

TO: NSMHA Board of Directors
FROM: Charles R. Benjamin, Executive Director
DATE: April 24, 2003

Introduction: **Motion # IN-004**
To recommend the NSMHA 2003-2004 7.01 Plan Developed in Compliance with
the Department of Social and Health Services requirements.

Board Action
Request Date: May 8, 2003

Source of Request: Chuck Benjamin, Executive Director

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

Executive Director (Signature)