

**NORTH SOUND MENTAL HEALTH ADMINISTRATION
ADVISORY BOARD MEETING**

**North Sound Mental Health Administration
Conference Room
117 North First St., Suite 8
Mt. Vernon, WA 98273
April 1, 2003
1:00 PM**

Agenda

1. Call to Order - Introductions, Chair – 5 minutes
2. Revisions to the Agenda, Chair – 5 minutes
3. Approval of March 2003 Minutes, Chair – 5 minutes
4. Comments from the Public
5. Correspondence and Comments from the Chair – 5 minutes
6. Ombuds Report – 15 minutes
7. Unfinished Business
 - a. Executive Director's Report - Chuck Benjamin – 5 minutes
 - b. Finance Committee – Mary Good – 5 minutes
 - c. Strategic Plan Committee – Janet Lutz-Smith
 - d. Activities and Liaison Committee –
 1. Site Visitations for 2003
 2. Consumer-Run Projects-County Reports
 - e. QMOC Report – Mary Good – 5 minutes
8. Items To Be Brought Forward To The Board of Directors – Charles Benjamin
 - a. Emergency Action Items
 - b. Consent Agenda
 - c. Motions Yet To Be Approved
9. New Business - 10 minutes
8. Comments from County Advisory Board Representatives – 15 minutes
 - a. Island

- b. San Juan
- c. Skagit
- d. Snohomish
- e. Whatcom

10. County Coordinator Report

11. Comments from Public – 5 minutes

12. Other Business

- a. Request for Agenda Items

13. Adjournment

NOTE: The next Advisory Board meeting will be May 6, 2003, at the NSMHA Conference Room, 117 N. First Street, Suite 8, Mount Vernon.

**North Sound Mental Health Administration
MENTAL HEALTH ADVISORY BOARD**

March 4, 2003

Present: John Patchamatla, Jim King, Janet Lutz-Smith, Marie Jubie, Dean Stupke, Ian Brooks, Eileen Rosman, Chris Walsh, James Vest, Mary Good, Joan Lubbe
Absent: Kay Day, Laura Whitter
Excused: Bob Hart
Staff: Beckie Bacon, Charles Benjamin, Chuck Davis, Sharri Dempsey, Marcia Gunning, Wendy Klamp, Greg Long, Debra Russell, Annette Calder
Guests: Gail Barron, Laurel Britt, Molly Houlihan, Janet Kloc, Jere LaFollette, Patricia Little,

MINUTES

TOPIC	DISCUSSION	ACTION
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CALL TO ORDER, INTRODUCTIONS

Chair Lutz-Smith	Chair Lutz-Smith convened the meeting at 1:20 pm, and introductions followed. Ms. Lutz-Smith began the meeting by reading an inspiring quote.	Informational
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REVISIONS TO THE AGENDA

Chair Lutz-Smith	There were no revisions to the March 4, 2003 Advisory Board agenda.	Informational
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APPROVAL OF MINUTES

Chair Lutz-Smith	The January 2003 minutes of the Advisory Board meeting were approved.	Informational
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COMMENTS FROM THE PUBLIC

Gail Barron	Ms. Barron (Whidbey Island NAMI) addressed the group about better access to crisis services.	Sharri Dempsey will follow-up on developing a plan for protocol and education.
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Jere LaFollette	Mr. LaFollette commented on Ms. Barron's concerns and informed the group about community education efforts to date. Mr. LaFollette informed the group about emergency contact numbers printed on business cards with important needed telephone numbers by county.	Ms. Dempsey stated she would be happy to meet with Ms. Barron following the Advisory Board meeting.
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CORRESPONDENCE AND COMMENTS FROM THE CHAIR

Chair Lutz-Smith Bulletin initiated from meeting minutes has gone out to the County Advisory Boards. The feedback has been that the County Advisory Boards would like further information about this report. It would be helpful if we could include action items and educational information received on this report.

Janet Lutz-Smith and Sharri Dempsey will meet to outline what will be included in the bulletins.

UNFINISHED BUSINESS

Chuck Benjamin **Executive Director's Report**
Mr. Benjamin reported that during his trip to Washington DC, he learned of some alarming concepts floating around that could very well destroy our Mental Health System. The federal government is looking at a new way to offer Medicaid funds. This program is geared to states that are currently suffering financial austerity, and our state is one. What the federal government is offering for the first 6 or 7 years is a lot more dollars, but with consequences. In years 8, 9, and 10, the federal government will be looking at what the dollars were used for and how many people were served. States who have taken advantage of this funding may have to pay back money to the federal government. From year 11 onward the federal funding may be capped at the 2002 budget level. Implementing this program would have a devastating impact on public mental healthcare. The program is not mandated, so the public still has a voice with the legislature. Mr. Benjamin stated he would keep the Advisory Board informed about our state regarding this program.

Mary Good **Finance Committee Report**
Ms. Good recommended passing a motion for December 2002 expenditures to be forwarded to the Board for approval.

Chair Lutz-Smith **Strategic Plan Committee**
Ms. Lutz-Smith reported that the group had met this morning. They heard a report from Greg Long on:

- Crisis Intervention Training (CIT) planning for Snohomish County.
- The NSMHA is working with HCS to expand geriatric support for older adults coming out of Western State Hospital.
- June 1, 2003 is the projected "live" date for the new Raintree software. Clinical records will then

Informational

10 in favor 1
abstention, motion
carried.

Informational

be electronic and tracked through the entire provider network system.

- Children's services at Fairfax are being decreased. Mr. Long added that the Division of Childrens Administration is cutting 100 beds some of the beds cut will be our CHAP beds.

All were encouraged to express their interest in participating in the Strategic Planning, Paper Reduction and Recovery Committees. Also, there are vacancies for Advisory Board members on the QMOC committee. Anyone interested should contact Sharri Dempsey.

All were encouraged to be active on committees. Recommendation was made to provide some kind of reminder a few days prior to each meeting. It was also recommended to look into phone conferencing to accommodate members who cannot be physically present for a meeting.

NSMHA staff will provide reminders for upcoming meetings. The possibility of phone conferencing will be investigated.

Sharri Dempsey	<p>Activities and Liaison Committee</p> <p>Ms. Dempsey encouraged more involvement of Advisory Board members in liaison activities and committees.</p> <p>The next "All Aboard" may be to visit some Tribal Behavior Health Program. Ms. Dempsey will check with Tribes for their approval.</p>	Informational
Charles Benjamin	<p>Consumer Run Projects</p> <p>Mr. Benjamin stated counties have had meetings on how to use the Consumer Project funds. There was a discussion about requirements and criteria on how the funds can be utilized.</p>	Informational
Mary Good	<p>QMOC Report</p> <p>Ms. Klamp provided the committee with the Quality Management report for the month of January 2003. Ms. Gunning presented the 2002 Integrated Review results.</p> <p>Ms. Klamp provided an update on HIPAA.</p>	Both reports were approved.

ITEMS TO BE BROUGHT FORWARD TO THE BOARD OF DIRECTORS

Action Items
Marcia Gunning A motion was made to recommend the following 10 in favor 1
action items to the Board of Directors: abstention, motion
carried.
▪ NSMHA 2003-2004 Staff Training Plan
▪ NSMHA 2003-2004 Regional Staff Training Plan

Emergency Action Items
Marcia Gunning A motion was made to recommend the following All in favor, motion
emergency action items to the Board of Directors: carried unanimously.
▪ Contract 0169-0339, Amendment 6 between
DSHS Mental Health Division and NSMHA to
give one ECS Phase V slot back to the state to
avoid penalties for non-use.
▪ Contract NSRSN-APN-ECS-02 between NSMHA
and APN to reduce ECS allocation from 3 to 2
Phase V slots.
▪ Contract NSRSN-PCI-User-01 Amendment (4) to
extend the current contract with PCI through June
03, 2003.

Introduction Items
Marcia Gunning A motion was made to recommend the following All in favor.
introduction items to the Board of Directors:
▪ NSMHA 2002-2003 Quality Management Plan
Update.
▪ NSMHA Information and Portability
Accountability Act (HIPAA) Policy and Procedure
Manual.
▪ NSMHA Lead Quality Specialist be appointed as
Privacy Officer and modified Lead Quality
Specialist Job Description.
▪ Business Associates Agreement, Contract
NSMHA-INFOC-BA-03 between NSMHA and
InfoCare for the storage of NSMHA off-site
business records.

NEW BUSINESS

There was no new business.

COMMENTS FROM COUNTY ADVISORY BOARD REPRESENTATIVES

Island Ms. Rosman was unable to attend the last Island Informational
Mental Health Board meeting and asked Mr. Benjamin
to elaborate on the meeting. Mr. Benjamin stated he
gave the same System Review presentation at the last
Island County Advisory Board & NAMI meeting.
There was a lot of interest in the information shared,
but he has not received feedback from Island County

Board or NAMI members yet.

San Juan Mr. Stupke stated Mr. Benjamin gave the System Review presentation at the last San Juan Advisory Board meeting. The presentation was well received. Informational

Skagit Mr. Benjamin met with Skagit County yesterday regarding family, provider and youth training. There will be an open house tomorrow for the new Skagit County Human Services facility. Informational

Snohomish Ms. Jubie reported that she has been going to Olympia every week talking about human services needs. She also thanked the NSMHA for her Exemplary Service Award for 2002. Informational

James Vest reported, as representative from Snohomish County that he had attended a special transportation needs committee, which is partnering with other organizations in advocating for a transportation effort for those with special needs.

COUNTY COORDINATOR REPORT

No report.

COMMENTS FROM PUBLIC

Gail Barron Ms. Barron shared her concerns about increasing incidents of brain disorders. Ms. Barron feels pollution can contribute to chemical imbalances resulting in increased brain disorders. It was stated that Senator Reardon is in charge of pollution issues and would be a good contact. Informational

OTHER BUSINESS

Request for Agenda Items
Chair Lutz-Smith Ms. Lutz-Smith reported that Eileen Rosman will no longer be serving on the Advisory Board. Ms. Rosman was thanked for her time and dedication to the NSMHA Advisory Board. Ms. Rosman thanked the Board for allowing her to participate and their dedication to the mental health system. Informational

ADJOURNMENT

Chair Lutz-Smith Ms. Lutz-Smith announced that Marie Jubie would be chairing the April 1, 2003 Advisory Board meeting do to her vacation. Informational

The meeting adjourned at 3:10 pm.

MEMORANDUM

DATE: March 17, 2003
TO: NSMHA Advisory Board
FROM: Charles R. Benjamin
Executive Director
RE: April 1, 2003 NSMHA Advisory Board Agenda

Please find for your review and comment the following that will be discussed with the Board of Directors, brought forth at the April 13 NSMHA Board Meeting.

CONSENT AGENDA

ACTION ITEMS

1. To authorize 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 authorize 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 to be authorized.

3. *To recommend the North Sound Mental Health Administration Lead Quality Specialist be appointed NSMHA Privacy Officer and to introduce an updated 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 replace the current Lead Quality Specialist Job Description.

4. *To authorize 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.

5. To authorize the North Sound Mental Health Administration to amend the agreement for legal services.
6. To authorize 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.

NSMHA agrees to reimburse Attorney at a rate of \$375.00 per hour for specialized health care legal services.

ITEMS NOT YET REVIEWED BY THE ADVISORY BOARD

None

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

NSMHA Quality Management Plan 2002-2003

WorkPlan 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.

Goal: Quality Assurance Strategies

Focus Area 1.1	Crisis system standards: measure/analyze performance and report findings				
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/Reference/ Measurement Tool
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/Reference/ Measurement Tool
1.12	Crisis response services are available, 24 hours per day, 365 days per year	<p>a) QRT makes test calls to VOA Crisis Line during business hours</p> <p>b) Quality Management Team makes test calls to provider agencies during and after business hours</p> <p>a) QRT staff ask consumers about their ability to access VOA crisis response services in the QRT consumer satisfaction surveys.</p> <p>b) Ombuds staff tabulate any complaints related to</p>	<p>a) Quality Review Team</p> <p>b) Clinical / Quality Management Dept.</p> <p>a) Quality Review Team</p> <p>b) Ombuds Dept</p>	<p>a) Perform test calls at least twice monthly and report to QMOC each annual quarter</p> <p>b) Perform test calls and report results to QMOC at least once each biennial quarter</p> <p>a) <u>Include any information related to problems accessing crisis services in their quarterly reports to QMOC, the NSMHA Advisory Board and Board of Directors, to NAMI, MHD and other interested parties. This information is also included in the NSMHA Integrated Report for the appropriate biennial quarter.</u></p> <p>b) <u>Include any information related to</u></p>	<p>WAC 388-865-290 CMS Waiver</p> <p>NSRSN/Provider Contract 2002-03</p> <p>NSRSN Admin Tool per 2002-03 contract</p>

		<p><u>crisis service availability</u></p> <p>c) Quality Specialists tabulate any complaints related to crisis service availability</p> <p>d) <u>IS/IT reports verify that crisis response services are available 24 hours per day, 365 days per year</u></p>	<p><u>c) Clinical Quality Management Dept.</u></p> <p><u>d) IS/IT Dept,</u></p> <p><u>Fiscal/Contracts Dept</u></p> <p><u>Quality Management Team</u></p>	<p><u>problems accessing crisis services in their quarterly reports to QMOC, the MHA Advisory Board, Board of Directors, Executive Director, Office of Consumer Affairs, NAMI and the MHD. This information is also included in the NSMHA Integrated Report for the appropriate biennial quarter.</u></p> <p><u>c) Include any information related to problems accessing crisis services in the NSMHA Complaint, Grievance and Fair Hearing report to MHD, as well as in the NSMHA Integrated Report for the appropriate biennial quarter.</u></p> <p><u>d) Reports from VOA, to include notification of Symphony System “downtime” are sent to the NSMHA IS/IT Dept. monthly. NSMHA Administrative Audits also examine this measurement. Results from both measurement sources are included in the NSMHA Integrated Report for the appropriate biennial quarter.</u></p>	
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
1.14	Crisis Plans contain	90% of Crisis Plans include the name and	a) IS/IT Dept.	a) Reports are presented to QMOC each biennial quarter	WAC 388-865-390 CMS Waiver

	information about natural supports	phone number of at least one natural support	b) Quality Management Team	<p>b) Concurrent Reviews are conducted and reported during the 1st and 3rd biennial quarters and presented to QMOC in the NSRSN Integrated Report for that biennial quarter.</p> <p>b) <u>Clinical records at provider agencies are reviewed during the combined NSMHA/MHD Administrative Audit and Licensing Review each contract period.</u></p>	<p>NSRSN/Provider Contract 2002-03</p> <p>MHD Outpatient Record Review Tool</p>
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Focus Area 1.2	Monitor standards for access to system of care; measure/analyze performance and report findings.				
1.21	Access to all services is available throughout the Region	NSRSN Administrative On-Site Audits show availability of contractually required services in each county in the Region	<p>Fiscal/Contracts Dept</p> <p><u>Quality Management Dept</u></p> <p><u>Quality Review Team</u></p>	<p>Administrative On-Site Audits are performed at provider agencies every two years with results of audits presented to QMOC each biennial quarter in which administrative audits are completed</p> <p><u>NSMHA and MHD combined Admin. Audits and Licensing Reviews are performed at provider agencies each contract period. The results are presented to QMOC in</u></p>	<p>WAC 388's HCFA Waiver</p> <p>NSRSN/Provider Contract 2002-03</p> <p>NSRSN Admin Tool per 2002-03 contract</p> <p>MHD Outpatient Record Review Tool</p>

				the appropriate biennial quarter.	
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	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
1.24	Consumers receive outreach (out of facility) assessment when needed (i.e. if mental illness, physical limitations, lack of transportation, or other circumstances prevent consumer from making an office visit)	<p>a) Concurrent Reviews show outreach services provided, if needed, in at least 90% of charts reviewed</p> <p>b) Location of service provision is tracked through data reports</p>	<p>a) Quality Management Dept.</p> <p>b) IS/IT Department</p>	<p>a) Concurrent Reviews are conducted and reported during the 1st and 3rd biennial quarters and presented to QMOC in the NSRSN Integrated Report for that biennial quarter</p> <p>a) <u>Clinical records at provider agencies are reviewed during the combined NSMHA/MHD Administrative Audit and Licensing Review each contract period.</u></p> <p>b) IS/IT reports are presented to QMOC each biennial quarter</p>	<p>WACs 388-865-380 & 388-865-420 CMS Waiver</p> <p>NSRSN Admin Tool per 2002-03 contract</p> <p>MHD Outpatient Record Review Tool</p>

	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
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Focus Area 1.3	Monitor standards to insure qualified professionals are involved at critical treatment junctures.				
1.31	Qualified staff and/or consultants are available for consumers from special populations	<p>a) IS/IT reports indicate the number of specialists at provider agencies</p> <p>b) NSRSN Administrative On-Site Audits track agency staff specialists, policies and procedures for serving special populations, and contracts with special population consultants</p>	<p>a) IS/IT Department</p> <p>b) Fiscal/Contracts Dept</p> <p><u>Quality Management Dept</u></p> <p><u>Quality Review Team</u></p>	<p>a) IS/IT reports are generated and reported to QMOC each biennial quarter</p> <p>b) Administrative On-Site Audits are performed at provider agencies every two years. Results are reported to QMOC each biennial quarter, following completion of each audit.</p> <p>b) <u>NSMHA and MHD combined Admin. Audits and Licensing Reviews are performed at provider agencies each contract period. The results are presented to QMOC in the appropriate biennial quarter.</u></p>	<p>WAC 388-865-320 CMS Waiver</p> <p>NSRSN/Provider Contract 2002-03</p> <p>NSRSN Admin Tool per 2002-03 contract</p>

	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
1.32	Qualified clinical services are being delivered by qualified professionals throughout the Region	<p>a) Clinical records are reviewed pertaining to:</p> <ul style="list-style-type: none"> • Access • Evaluation and Assessment • Treatment plans and Treatment plan reviews, to include crisis and pre-crisis planning, placement in restrictive or residential settings and discharge planning • Inpatient treatment • Jail episodes showing competent services are provided at least 90% of the time. 	<p>a) Quality Management Department</p> <p>b)</p>	<p>a) Concurrent Reviews are conducted and reported during the 1st and 3rd biennial quarters and presented to QMOC in the NSRSN Integrated Report for that biennial quarter</p> <p>a) <u>Clinical records at provider agencies are reviewed during the combined NSMHA/MHD Administrative Audit and Licensing Review each contract period.</u></p> <p>A focused Inpatient Services Review is performed and reported to QMOC during the 2nd and 4th biennial quarters as part of the NSRSN Integrated Report</p> <p>A focused Jail Episode Review is performed and reported to QMOC during the 2nd and 4th biennial quarters as part of the NSRSN Integrated Report</p>	<p>WACs 388-865-380, 388-865-410 CMS Waiver</p> <p>NSRSN/Provider Contract 2002-03</p> <p>NSRSN Admin Tool per 2002-03 contract</p> <p>NSRSN Inpatient Services Review Tool</p> <p>NSRSN Tribal 7.01 Plan</p>

		<p>b) Administrative On-Site Audits evaluate;</p> <ul style="list-style-type: none"> • policies and procedures relating to delivery of competent services, • personnel files, to determine that staff meet the expected WAC qualifications for the duties they perform. <p>c) IS/IT reports show that special consults occur within the first 30 days of the most recent assessment at least 90% of the time</p> <p>d) Reports on Tribal 7.01 Plan implementation show that culturally appropriate services are being delivered to American Indians/ Alaska Natives by</p>	<p>Fiscal/Contracts Dept</p> <p><u>Quality Management Dept</u></p> <p><u>Quality Review Team</u></p> <p>c) IS/IT Department</p> <p>d) NSRSN Tribal Liaison</p>	<p>b) Administrative On-Site Audits are performed at provider agencies biennially. Results are reported to QMOC each biennial quarter, following completion of each audit.</p> <p>b) <u>NSMHA and MHD combined Admin. Audits and Licensing Reviews are performed at provider agencies each contract period. The results are presented to QMOC in the appropriate biennial quarter.</u></p> <p>c) IS/IT reports are presented to QMOC each biennial quarter</p> <p>d) Tribal Liaison tracks the use of culturally competent staff and use of consultation with appropriate traditional healers and reports to QMOC each biennial quarter</p>	
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
1.32		culturally competent staff			

cont.		and/or through consultation with appropriate traditional healers at least 90% of the time			
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Focus Area 1.4	Monitor clinical appropriateness/continuity of care provided to consumers served by NSRSN				
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
1.41	Continuity of care is provided by ensuring ongoing mental health services maintained during all episodes of care	a) Concurrent and Focused Reviews show that continuity of care is maintained when consumers are served by other systems (DSHS, DCFS, DDD, DASA, HCS, schools, the courts, other mental health service providers, etc.) in at least 90% of charts reviewed	a) Quality Management Department	<p>a) Concurrent Reviews are conducted and reported during the 1st and 3rd biennial quarters and presented to QMOC in the NSRSN Integrated Report for that biennial quarter.</p> <p>a) <u>Clinical records at provider agencies are reviewed during the combined NSMHA/MHD Administrative Audit and Licensing Review each contract period.</u></p> <p>The focused Inpatient Services Review is performed and reported to QMOC during the 2nd and 4th biennial quarters as part of the NSRSN Integrated</p>	<p>WACs 388-865-390, 388-865-420, 388-865-440, 388-865-450 CMS Waiver</p> <p>NSRSN/Provider Contract 2002-03</p> <p>Administrative On-site Audits, per 2002-03 contracts</p> <p>MHD Outpatient Record review Tool</p> <p>NSRSN Inpatient Services Tool</p>

		<p>b) Administrative On-Site Audits show policies and procedures, and appropriate memorandums of understanding with allied systems</p>	<p>b) Fiscal/ Contracts Dept</p> <p><u>Quality Management Dept</u></p> <p><u>Quality Review Team</u></p>	<p>Report for that biennial quarter.</p> <p>The Jail Episode Review is performed and reported to QMOC during the 2nd and 4th biennial quarters as part of the NSRSN Integrated Report for that biennial quarter.</p> <p>b) Administrative On-Site Audits are performed at provider agencies every two years. Results of audits are presented to QMOC each biennial quarter, following completion of each audit.</p> <p>b) <u>NSMHA and MHD combined Admin. Audits and Licensing Reviews are performed at provider agencies each contract period. The results are presented to QMOC in the appropriate biennial quarter.</u></p>	<p>NSRSN Jail Services Tool</p>
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	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
1.42	Services are provided for mentally ill persons, who, due to their mental illness, are involved with the Criminal Justice System	<p>a) Concurrent Reviews review records of jail episodes, revision of treatment plans as appropriate, and demonstration of mechanisms for outreach and engagement, per conditions outlined in APN/NSRSN contract</p> <p>Note: See Appendix A, NSRSN QM Plan 2002-03 (APN/NSRSN contract, pg 23-24) for specific conditions.</p> <p>b) IS/IT reports track Criminal Justice consults and location of service delivery</p>	<p>a) Quality Management Department</p> <p>b) IS/IT Department</p>	<p>a) Concurrent Reviews are conducted and reported during the 1st and 3rd biennial quarters and presented to QMOC in the NSRSN Integrated Report for that biennial quarter.</p> <p>a) <u>Clinical records at provider agencies are reviewed during the combined NSMHA/MHD Administrative Audit and Licensing Review each contract period.</u></p> <p>The Jail Episode Review is performed and reported to QMOC during the 2nd and 4th biennial quarters as part of the NSRSN Integrated Report for that biennial quarter.</p> <p>b) IS/IT reports are presented to QMOC each biennial quarter</p>	<p>WAC 388-865-390, 388-865-420 CMS Waiver</p> <p>NSRSN/Provider Contract 2002-03</p> <p>NSRSN Admin Tool per 2002-03 contract</p> <p>NSRSN Criminal Justice Review Tool</p>

	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
		<u>c) Ombuds Dept. reports any issues received by their staff involving services provided to consumers involved with the Criminal Justice System.</u>	c) Ombuds Dept.	<u>c) Include any information in their quarterly reports to QMOC, the MHA Advisory Board, Board of Directors, Executive Director, Office of Consumer Affairs, NAMI and the MHD. This information is also included in the NSMHA Integrated Report for the appropriate biennial quarter.</u>	
1.43	Services are provided for NSRSN mentally ill consumers who are under court ordered treatment (LRO's)	<p>a) A review of clinical records for consumers on LRO's shows that consumers receive adequate care and individual treatment, to include;</p> <ul style="list-style-type: none"> • Development and implementation of an individual treatment plan which addresses the conditions of the LRO and a plan for transition to voluntary treatment; • That the consumer receives psychiatric treatment including medication management for the 	Quality Management Dept	<p>A Focused Review of consumers currently receiving court-ordered treatment services is performed and reported to QMOC during the 2nd and 4th biennial quarters as part of the NSRSN Integrated Report</p> <p><u>a) Clinical records at provider agencies are reviewed during the combined NSMHA/MHD Administrative Audit and Licensing Review each contract period.</u></p> <p><u>A review of consumers currently receiving court-ordered treatment will be part of each clinical record review performed at provider agencies during the contract period. The document used to assess such treatment will be the MHD's "Voluntary and Involuntary Outpatient Record review Tool."</u></p>	Mental Health Division's <u>"Voluntary and Involuntary Outpatient Record review Tool."</u>

	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
		<p>assessment and prescription of psychotropic medications appropriate to the needs of the consumer. Such services must be provided;</p> <ul style="list-style-type: none"> • At least weekly during the initial 14 day period • Monthly during the 90 and 180 day periods of involuntary treatment, unless otherwise indicated, clinically. <p>b) IS/IT reports track LRO services provided to consumers</p> <p>c) NSRSN Administrative On-Site Audits show availability of contractually required services in each county in the Region</p>	<p>b) IS/IT Dept</p> <p>c)Fiscal/Contracts Dept.</p> <p>Quality Management Dept</p> <p><u>Quality Review</u></p>	<p>b) IS/IT reports are presented to QMOC each biennial quarter</p> <p>c) Administrative On-Site Audits are performed at provider agencies every two years with results of audits presented to</p>	

	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
			<u>Team</u>	<p>QMOC each biennial quarter in which administrative audits are completed</p> <p>c) <u>NSMHA and MHD combined Admin. Audits and Licensing Reviews are performed at provider agencies each contract period. The results are presented to QMOC in the appropriate biennial quarter.</u></p>	

	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
1.44	Services are appropriate for the level of need of consumers	a) Concurrent Reviews show appropriate level of service provided in at least 90% of charts reviewed	a)Quality Management Department	<p>a)Concurrent Reviews are conducted and reported during the 1st and 3rd biennial quarters and presented to QMOC in the NSRSN Integrated Report for that biennial quarter.</p> <p>a) <u>Clinical records at provider agencies are reviewed during the combined NSMHA/MHD Administrative Audit and Licensing Review each contract period.</u></p>	<p>WAC 388-865-410, 388-865-420, 388-865-450, 388-865-460 CMS Waiver</p> <p>NSRSN/Provider Contract 2002-03</p> <p>NSRSN Admin Tool per 2002-03 contract</p> <p>MHD Outpatient Record Review Tool</p>

	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
		<p>b) IS/IT reports (Blue Sheets) track utilization of services within the Region</p> <p>c) Ombuds staff work with consumers to resolve complaints and grievances regarding quality/appropriateness of services they receive.</p> <p>d) QRT staff conduct surveys, including questions about consumer satisfaction with the level of service they receive.</p>	<p>b) IS/IT and Quality Management Departments</p> <p>c) Ombuds Dept</p> <p>d) Quality Review Team</p>	<p>b) IS/IT Utilization reports are provided to NSRSN Boards on a monthly basis and included in biennial quarterly reports to QMOC</p> <p>c) The Ombuds Department compiles, analyzes and reports raw and trend data to QMOC, <u>the NSMHA Advisory Board, Board of Directors, Executive Director, Office of Consumer Affairs, as well as NAMI and the MHD</u> each annual quarter. This information is also included in the NSRSN Integrated Report for that biennial quarter</p> <p>d) QRT surveys consumers on an on-going basis and reports results to QMOC, <u>the NSMHA Advisory Board and Board of Directors, as well as NAMI, MHD and other interested parties,</u> each annual quarter. This information is also included in the NSRSN Integrated Report for that biennial quarter</p>	
1.45	Consumers using	Clinical records are assessed through	Quality Management	a) Concurrent Reviews are conducted and reported during the 1 st and 3 rd	WAC 388-865-410, 38-865-420,

	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
	throughout the NSRSN	<p>Residential Reviews to determine if:</p> <ul style="list-style-type: none"> All levels of care have access to consumer housing Housing supports emphasize least restrictive, stable living situations appropriate to age, cultural, linguistic and residential/housing needs of each recipient <p>b) NSRSN Administrative On-Site Audits show availability of contractually required housing support services in each County in the Region</p> <p>c) Ombuds Dept. reports any issues received by their staff involving</p>	<p>b) Fiscal/Contracts Dept</p> <p><u>Quality Management Dept.</u></p> <p><u>Quality Review Team</u></p> <p>c) Ombuds Dept.</p>	<p>QMOC in the NSRSN Integrated Report for that biennial quarter.</p> <p>a) <u>Clinical records at provider agencies are reviewed during the combined NSMHA/MHD Administrative Audit and Licensing Review each contract period.</u></p> <p>b) <u>Administrative On-Site Audits are performed at provider agencies every two years with results of audits presented to QMOC each biennial quarter in which administrative audits are completed</u></p> <p>b) <u>NSMHA and MHD combined Admin. Audits and Licensing Reviews are performed at provider agencies each contract period. The results are presented to QMOC in the appropriate biennial quarter.</u></p> <p>c) <u>Ombuds reports are presented to QMOC, the NSMHA Advisory Board, Board of Directors,</u></p>	<p>388-865-460 CMS Waiver</p> <p>NRSN/Provider Contract 2002-03</p> <p>MHD Outpatient Record Review Tool</p>

	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
		<u>services provided to consumers involved with housing support services.</u>		<u>Executive Director, Office of Consumer Affairs and MHD quarterly. The results are included in the NSMHA Integrated Report for the appropriate biennial quarter.</u>	

Focus Area 1.5	Consumer/Advocate/Family Voice is monitored by the NSRSN				
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool

1.53	Consumer voice is evidenced by membership and involvement in NSRSN/ provider committees, work groups, and boards	<p>a) Consumers are members of planning, monitoring, and other committees and boards representing NSRSN in various community activities</p> <p>b) Administrative On-Site Audits review the level of such involvement at provider agencies</p> <p>Note: There may be HIPAA challenges in implementation of this</p>	<p>a) Office of Consumer Affairs</p> <p>b) Fiscal/ Contracts Dept <u>Quality Management Dept</u> <u>Quality Review</u></p>	<p>a) Consumer, family, and advocate participation in relevant NSRSN activities is monitored on an ongoing basis with reports to QMOC each biennial quarter</p> <p>b) Administrative On-Site Audits are performed at provider agencies every two years. Results of audits are presented to QMOC each biennial quarter in which audits are completed</p> <p>b) NSMHA and MHD combined</p>	<p>CMS Waiver</p> <p>NSRSN/Provider Contract 2002-03</p> <p>Administrative On-Site Audit Tool – per 2002-03 contract</p>
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		objective	<u>Team</u>	<u>Admin. Audits and Licensing Reviews are performed at provider agencies each contract period. The results are presented to QMOC in the appropriate biennial quarter.</u>	
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Focus Area 1.6	Service Capacity/Utilization is monitored by NSRSN				
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
1.62	Alternative community resources, including crisis services and hospital diversion activities, have been considered prior to hospitalization	Concurrent Reviews track hospital diversion activities	Quality Management Department	<p>Concurrent Reviews are performed and reported during the 1st and 3rd biennial quarters and presented to QMOC in the NSRSN Integrated Report for that biennial quarter.</p> <p><u>Clinical records at provider agencies are reviewed during the combined NSMHA/MHD Administrative Audit and Licensing Review each contract period.</u></p> <p>The focused Inpatient Services Review is performed and reported during the 4th biennial quarter and presented to QMOC in the NSRSN Integrated Report for that biennial quarter.</p> <p>A Focused Review of the APN Acute Care Team's records is performed and reported during the</p>	<p>CMS Waiver</p> <p>NSRSN/Provider Contract 2002-03</p> <p>NSRSN Inpatient Services Tool</p>

				2 nd and 4 th biennial quarters and presented to QMOC in the NSRSN Integrated Report for that biennial quarter.	
1.63	Hospitalized Consumers meet medical necessity criteria for in-patient admission	Clinical record reviews, per Inpatient Services Review standards, evaluate documentation of medical necessity for hospitalization	Quality Management Department	<p>The Focused Inpatient Services Review is performed and reported during the 2nd and 4th biennial quarters and presented to QMOC in the NSRSN Integrated Report for that biennial quarter.</p> <p>A Focused Review of the APN Acute Care Team's records is performed and reported during the 2nd and 4th biennial quarters and presented to QMOC in the NSRSN Integrated Report for that biennial quarter.</p>	<p>CMS Waiver</p> <p>RCW 71.05 and 71.4, WAC 388-862-390</p> <p>NSRSN/Provider Contract 2002-03</p> <p>NSRSN Admin Tool per 2002-03 contract</p>

GOAL 2: Quality Improvement Initiatives

Focus Area 2.1	Assess feasibility and, if approved, develop plan for seeking national accreditation for NSRSN				
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
2.11	Assess systems of accreditation	Clinical/Quality Management and Fiscal/	Quality Management	An appropriate accreditation organization is identified, barriers	CMS Waiver

Focus Area 2.1	Assess feasibility and, if approved, develop plan for seeking national accreditation for NSRSN				
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
	nationally available, determine if NSRSN wishes to seek such accreditation, and develop a plan pursuing this objective, if deemed appropriate	<p>Contracts Department examine systems of accreditation available to NSRSN</p> <p>NSRSN determines if seeking national accreditation is appropriate for NSRSN</p> <p>A plan for implementation is developed, if appropriate</p>	and Fiscal/ Contracts Departments	<p>and/or challenges are identified, and a recommendation is presented to QMOC and the Board of directors during the 2nd biennial quarter of 2002-2003.</p> <p>If a decision is made to seek national accreditation, a plan for implementation is developed for presentation to QMOC and the NSRSN Board of Directors during the 4th biennial quarter.</p> <p>This process has been completed. The decision has been made not to pursue national accreditation at this time. The issue of national accreditation will be addressed in the next NSMHA Quality Management Plan.</p>	
Focus Area 2.2	Develop and implement a plan to respond to findings / quality improvement recommendations arising from the most recent MHD Licensing and Integrated Audits.				

Focus Area 2.1	Assess feasibility and, if approved, develop plan for seeking national accreditation for NSRSN				
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
2.21	Develop and implement a plan in response to findings and quality improvement recommendation of the MHD Integrated Review 2002	Appropriate departments of NSRSN develop a plan for implementation of corrective actions and quality improvement recommendations generated in the MHD Integrated Review 2002	All appropriate departments of NSRSN	<p>The plan for corrective actions and quality improvement recommendations will be generated by NSRSN within the time limit required by the MHD, and reported to QMOC</p> <p><u>The Corrective Action Plan in response to MHD's Integrated review of the NSRSN has been developed, sent to the MHD and reported to QMOC.</u></p>	CMS Waiver

Focus Area 2.2	Develop and implement a plan to respond to findings / quality improvement recommendations arising from the most recent MHD Licensing and Integrated Audits.				
	Objective	Measurement	NSRSN Accountability Department	Timelines / Implementation Steps	Source/ Reference/ Measurement Tool
2.22	Develop and <u>implement a plan to review all NSMHA IS/IT reports generated by the Raintree report menus 90 days after the System becomes operational.</u>	<u>NSMHA IS/IT and Clinical/Quality Management Departments review all data reports generated by the Raintree to determine the validity and usage of the reports.</u>	<u>IS/IT Dept</u> <u>Clinical/Quality Management Dept</u>	<u>A review of the data elements utilized by NSMHA in the Raintree reports will be conducted by appropriate NSMHA Departments 90 days after the data system becomes operational.</u> <u>NOTE: Any relevant HIPAA regulations will be addressed in this data review.</u>	<u>Reports developed by NSMHA IS/IT and Clinical/Quality Management Depts</u>

HIPAA Policy & Procedure Table of Contents

REVISED

1.	Administrative Requirements
2.	Business Associate
3.	Complaint/Grievance
4.	De-identification
5.	Designated Record Set
6.	Disposal of PHI
7.	Documentation Requirements
8.	General Confidentiality
9.	Marketing
10.	Minimum Necessary
11.	Notice of Privacy Practices
12.	Opportunity to Agree or Object
13.	Printing and Copying
14.	Research
15.	Right to Access PHI
16.	Right to Amend PHI
17.	Right to an Accounting
18.	Right to Confidential Communication
19.	Right to Restrict PHI
20.	Safeguarding
21.	Training of the Work Force
22.	Uses and Disclosures of PHI – Authorization
23.	Uses and Disclosure of PHI - TPO

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.

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

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 \$350.00 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 \$26,000.
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

\\shared\contract\2002\professional services\J Gingold Agreement

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:

6. 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.
7. 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.
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9. 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.
10. 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
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Approved as to form: 1/24/01
Bradford E. Furlong, Attorney At Law

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