AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Purchase of Services Contract for Regional Substance Use Disorder Services; Ouray, San Miguel, Gunnison, Hinsdale, Delta and Montrose County Departments of Social Services (Collectively known as the Midwestern Colorado Counties) and West Slope Casa; Drug and Alcohol Services; 6/1/13 thru 5/31/14; $74,807

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Midwestern Colorado Center for Mental Health & Midwestern Colorado Counties

Term Begins: 6/1/2013 **Term Ends:** 5/31/2014 **Grant Contract #:**

Summary:
Purchase of Services Contract; Substance Use Disorder Services

Fiscal Impact: $74,807 Collectively

Submitted by: B. Lucero for R. Brown **Submitter's Email Address:** Rbrown@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Although the fiscal impact says $74,807, this is for the entire region. Gunnison County's exposure is a portion of this agreement on a fee for services basis. 100% of our portion will be funded through the CORE allocation.

Reviewed by: Bcowan Discharge Date: 6/4/2013

County Attorney Review: (●) Required ( ) Not Required

Comments:

ok db 6/5/13

Reviewed by: DBaumgarten Discharge Date: 6/5/2013 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 6/5/2013

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 6/18/2013 Follow Up Agenda Date: N/A

Revised April 2013

5/31/2013

Matthew,

I wanted you to know that Art and I have been working with the MHC for 3 or so months to get these contracts done. There are no changes in funding although additional funds will be forthcoming in July and an amendment will be done once we know the Regional funding amount. The language changes in the contract pertain to the new court ruling about GAL's authority to wave privilege for minors in D&N actions.

Thank you, Renee

Purchase of Service Contract
Regional Substance Use Disorder Services

1. This Contract, made this 1st day of June 2013, by and between the Ouray, San Miguel, Gunnison, Hinsdale, Delta and Montrose County Departments of Social Services, hereinafter called Midwestern Colorado Counties (MCC) and West Slope Casa, hereinafter called Managed Service Organization (MSO), for drug and alcohol services using core services and ADAD additional family services dollars.

2. This Contract will be effective from June 1, 2013 through May 31, 2014.

3. MCC agree to purchase and MSO agrees to provide substance use disorder services as outlined in the Alcohol and Drug Service Plan incorporated by reference herein as Attachment A.

4. MCC agree to purchase said services for a monthly payment of $2,834, so long as the State of Colorado has rendered payment of a similar amount prior to payment by the county. Ouray County DSS, upon receipt of said funds from the Colorado Department of Human Services, will pass these funds through to the MSO via a county warrant.

5. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof.

6. The parties agree that the MSO's relationship to MCC is that of an independent contractor.

7. The parties agree that recipients of service pursuant to this Contract shall be open or previously opened social services TRAILS cases only.

8. MCC agrees to:

   a. Provide authorization and referrals for services to eligible clients.

   b. Provide appropriate client information to the Contractor as required to provide services according to MCC treatment plans. MCC expressly recognize that Contractor will not release information to MCC without proper authorizations.

   c. Monitor the provision of services purchased under this Contract.

9. The MSO agrees:

   a. To furnish information regarding the number of units of available capacity to each County Department incorporated herein.

   b. To respond face to face, as possible, within 72 hours of MCC standard referrals and 24 hours of MCC crisis referrals as long as capacity is available.

c. If the there is a proper authorization to release information, substantially in the form of the attached exhibit "A" hereto, to MMC:

   i. To work directly with MCC staff in order to follow treatment plans as required.

   ii. To submit the child's/family's assessment and treatment plan to MCC no later than 30 days after the commencement of services under this Contract, said treatment plan being subject to approval by MCC.

   iii. To provide progress/barrier and status reports to MCC at least monthly or as requested on each client receiving services under this Contract.

   iv. To submit monthly service and billing reports which shall contain the following lists: new referral names, household numbers, date received; ongoing service by number of units of service by client; cases discharged.

   v. To submit monthly service information regarding clients not referred by MCC but who are receiving services with Additional Family Services dollars.

d. In order to discharge and, or waive the client's right to privileged communications and, or to provide in-court testimony including but not limited to client's diagnosis, prognosis, treatment needs, progress and recommendation for continued treatment, MCC will provide an authorization from the appropriate authorizer.

e. To document eligibility for Additional Family Services dollars in the client's Intake Assessment and Service Plan if client is not an open child welfare case.

f. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.

g. To comply with the requirements of the Civil Rights Act of 1964 and Section 504 Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin or handicap.

h. To provide the service described herein at a cost not greater than that charged to other persons in the same community.

i. To safeguard information and confidentiality of the child and child's family in accordance with rules of the Colorado Department of Human Services and the County Departments of Social Services.

j. To provide access for any duly authorized representative of the Counties or the Colorado Department of Human Services until the expiration of five (5) years

after the final payment under this contract, to examine any financial, program, and other records of the MSO involving transactions related to this Contract.

k. To Indemnify MCC Counties, Colorado Department of Human Services and the State of Colorado against any liability and loss against all claims and actions based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this Contract or by conditions created thereby, or based upon any violations of any statue, regulations, and the defense of any such claims or actions.

10. The MSO acknowledges that it has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343), and hereby **CERTIFIES** that:

a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

b. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;

c. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;

d. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed;

e. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 10 (e)(i) of this Section e the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information

to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

g. If Contractor violates a provision of the public contract for services required herein MCC or any County may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

h. The County is obligated to notify the office of the secretary of state if a contractor violates a provision of this section 10 and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

i. The Department may investigate whether a contractor is complying with the provisions of a public contract for services. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this section 10) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

11. Either party may terminate this Contract by thirty (30) days prior notification in writing.

Attachment A
FY 2013-2014
Core Services and DBH Additional Family Services Dollars Plan
For Montrose, Delta, Gunnison, Hinsdale, Ouray and San Miguel Counties

A. Eligible Criteria:

1. The child meets the overall Core Services population criteria.
2. The child is an open social services case on TRAILS.
3. There is a manageable level of risk to the child.
4. There is a reasonable possibility that services can bring about sufficient improvement in child/family functioning as to allow a child to safely reside at home or return home.

B. Types of Specific Service:

When out-of-home placement is an imminent risk due to alcohol or drug related behavior, MSO or Midwestern Colorado Mental Health Center staff will do a thorough evaluation or assessment of families referred by MCC offices and make treatment recommendations that may include but not be limited to:

1. Enhanced Outpatient Treatment – a substance use disorder treatment program located in Montrose, Delta and Gunnison in which a minimum of four hours of treatment are provided each week to clients. The Delta and Matrix Models and cognitive behavioral therapy are used as the treatment model.

3. Adolescent Group Services - group treatment for adolescents focusing on substance use disorder and life skills issues. Groups meet between two and four hours each week using approved curricula. This service is available in the Montrose, Delta and Gunnison communities.

4. Outpatient Group Therapy – One and one-half to two hours of group therapy for adults provided weekly in the Montrose, Delta, Gunnison, Telluride and Norwood communities. The Delta and Matrix Models and cognitive behavioral therapy are used as the treatment model.

5. Individual Therapy - for those preparing to enter any of the above-mentioned groups and/or for those needing individual treatment for other reasons. The Delta and Matrix Models and cognitive behavioral therapy are used as the treatment model. Seeking Safety, an evidenced-based treatment for those with a co-occurring disorder of trauma and substance use disorder is available in Gunnison.

6. Case Management Services - case management/case coordination services to plan interventions if needed and to ensure treatment compliance.

7. Evaluations – an evaluation which includes a clinical interview, collateral contacts,

and objective assessment instruments to determine whether a person has a substance use disorder.

8. Assessments – to determine level of treatment recommended for those identified as having a substance use disorder.

9. Inpatient substance use disorder treatment for adults - These services will be contracted with ADAD Manages Services Organizations (MSO's) in Regions 5 and/or 6 and must be approved by the Center for Mental Health. The Center will provide the screening necessary for inpatient treatment and will monitor the client until admission to inpatient is implemented.

10. Transitional living for adults – Transitional living is a six-month program typically entered into after an inpatient stay. In this setting, the client lives in a structured environment where they receive treatment and assistance is given with employment and other identified needs.

11. Medication Assisted Treatment – Psychiatric evaluation, medication management services and care coordination to assist patients in abstaining from alcohol.

C. Service Objectives:

1. Improve child/family's ability to function behaviorally and emotionally both as individuals and as a unit.

2. Improve family conflict management skills - the capacity of the family to resolve crises, conflicts and disagreements and engage in effective problem solving within the family.

3. Strengthen family relationships, avoid out-of-home placement and expedite family reunification when children are placed.

D. Budgetary Information:

Core Services Dollars	$34,000
ADAD Additional Family Services Dollars	$41,407
Total Amount for Services	$74,807

Outpatient Services (includes evaluations, assessments, individual therapy, group therapy and case management):	37,807
External Providers, Inpatient and Drug Testing:	37,000
Total	**$74,807**

Mental Health Center and DSS directors in this region will meet as needed to review this plan. Revisions will be made as necessary based on operational experience.

Payment of Core Services Dollars:

To provide uniform payment of core services dollars throughout SSPA 5 and 6, it is recommended that the fiscal agent for core services dollars, Ouray County Department of Social Services, pay West Slope Casa 1/12 per month of the MCC's annual core services allotment. A monthly report from Midwestern Colorado Mental Health Center will be provided to assess under or over utilization of services.

Exhibit A

AUTHORIZATION FOR USE AND SHARING OF HEALTH INFORMATION

Client Name: _____ Date of Birth: _____ Client #: _____

As a Center for Mental Health client, I understand that state and Federal regulations govern the confidentiality and protection of my individually identifiable health information (CFR 42 Part 2, Title 25 of the Colorado Revised Statutes, HIPAA). Except in situations legally required or permitted, information about me cannot be given to persons or agencies outside the Midwestern Colorado Mental Health Center (the "Center") without my written permission. I understand that additional protections exist for substance abuse information and for HIV/AIDS information.
I hereby authorize the Center and its providers to send, receive, exchange, use or share health information about me to:

_____
(Name of Individual and/or Name of Agency or Program)

Information to be used or Shared Includes: ***(The client or client representative must initial the information to be shared:)***
____ Assessment, Diagnosis, and Evaluations ____ Substance Abuse information ____ HIV/AIDS Information
____ Medical Assessments, Records, including Evaluations ____ Updates and Summaries Medications, and Laboratory Information ____ Progress Notes ____ Service Plans
____ Other (specify) _____

Other Information about This Authorization: ***(The client or client representative must initial the following statements:)***
1. My ability to get services at the Center does not depend on signing this authorization unless treatment is required by a court or other authorized third party. Some disclosures may be made without my permission if legally permitted or required (See the Center's Notice of Privacy Practices for more information.) ***Initials*****_____**
2. This authorization will expire in one year from the signature date or within six months of completing treatment, or when I revoke it in writing. I may revoke my authorization at any time by signing the Revocation Statement below. The Center cannot take back any information disclosed before I revoked this authorization. ***Initials*** **_____**
3. The Center cannot guarantee that recipients of information disclosed through this authorization will not re-release it to another party. The recipient may or may not be subject to federal laws protecting health information. If the health information concerns substance abuse or HIV/AIDS, the recipient is not permitted to re-release it to anyone. ***Initials*** **____**
4. This release discharges the Center, its employees, and independent contractors from their duty of confidentiality and constitutes a waiver of the client's right to privileged communications regarding the specific information authorized for release above. ***Initials*****_____**
5. If this release is signed on behalf of a child who is under 15 years of age, the Center reserves the right to restrict, limit or refuse to release the child's mental health information and records if the information will be used in litigation involving a determination of the best interests of the child. ***Initials*****_____**
Reason for release of minor child's records: _____
_____
_____

_____ _____ _____
Client Signature **Date** **Witness Signature**

_____ _____ _____

Representative Signature	Date	(If applicable, state relationship to client)

Core Services Regional Substance Use Disorder Contract
Signature Page

Gunnison County Manager	Date
Executive Director Midwestern Colorado Mental Health Center	5/31/2013 Date