AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Purchase of Services Contract for Regional Mental Health Services; Ouray, San Miguel, Gunnison, Hinsdale, Delta and Montrose County Departments of Social Services (Collectively known as the Midwestern Colorado Counties) and Midwestern Colorado Mental Health Center; 6/1/13 thru 5/31/14

Action Requested: Board of County Commissioners' Signature

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

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

Summary:
Purchase of Services Contract; Mental Health Services

Fiscal Impact: $177,996 collectively

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

Finance Review: (●) Required ( ) Not Required

Comments:

Gunnison/Hinsdale "pays" their portion through the County Financial management System (CFMS) settlement process. There are no actual funds transferred from the Gunnison County Department of Health and Human Services, so the fiscasl impact is actually $0 for Gunnison County's budget. This agreement is a regional contract for mental health services so any County in the region can access the professional services provided.

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

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 Mental Health Services

1. This Contract, made this 1st day of June, 2013 by and among the Ouray, San Miguel, Gunnison, Hinsdale, Delta and Montrose County Departments of Social Services, hereinafter called Midwestern Colorado Counties (MCC) and Midwestern Colorado Mental Health Center, Tax ID 84-0561224, hereinafter called Contractor.

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

3. MCC agree to purchase and Contractor agrees to provide mental health services as outlined in the Mental Health Service Plan incorporated by reference herein as Attachment A.

4. MCC agree to purchase said services for a monthly payment of $14,833.00, 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 Contractor 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 Contractor'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 agree 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 Contractor 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, dates of authorization; ongoing service by number of units of service by client; and discharge date if applicable.

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 hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable Colorado Department of Human Services' qualification requirements including criminal background checks as required by C.R.S. § 27-90-111.

f. 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.

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

h. To safeguard information and confidentiality of the child and child's family in accordance with rules of the Colorado Department of Human Services, the County Departments of Social Services, Colorado Law and federal confidentiality laws.

i. To provide access for any duly authorized representative of the MCC 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 Contractor involving transactions related to this Contract.

j. To indemnify MCC, 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 hereby, or based upon any violations of any statue, regulations, and the defense of any such claims or actions.

10. The Contractor 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 (1)(A) 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 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 MCC.

h. MCC is obligated to notify the office of the secretary of state if a contractor violates a provision of this section 10 and the MCC 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 required. 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 required. 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.

This Contract may be executed by separate counterparts by each MCC Director so long as each Director's signature has been properly authorized by the governing board.

Attachment A
Mental Health Service Plan
For Montrose, Delta, Gunnison, Hinsdale, San Miguel and Ouray 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 Mental Health Services:

1. Contract Services

Counties often experience difficulties assessing the needs of children and their families early in the intervention process. It is our commitment, along with the other agencies in our area, to provide an early evaluation or assessment to enable us to make proper choices on the front end of our intervention with families. For these reasons, we think it is an appropriate use of these dollars to contract for psychological evaluations or family interactional and dispositional assessments. Evaluations and assessments will make recommendations regarding the disposition of the case and whether the case is appropriate for in-home placement with additional core services.

It is understood that some services needed by a family cannot be provided by the Contractor. These include: services outside of the Contractor's catchment area, sex offender treatment, domestic violence, WRAP facilitation, mentoring or other specialized services. We think it is also an appropriate use of these dollars to contract for these services. MCC and the Contractor will collaborate in this effort to ensure that families have access to needed services.

2. Psychiatric Evaluations and Medication Monitoring

In order to determine whether or not an out-of-home placement can be avoided, it is often essential to assess whether or not the child at risk of placement has a serious mental illness or if a parent(s) functions with a serious mental illness. When such a condition is found to be present in the child and/or the family, the prescription and management of medications can be critically important to successful maintenance at home or reunification after appropriate placement. Ongoing diagnostic review plus medication management must be integrated with other therapeutic and environmental interventions provided to these families.

Psychiatrists with training in child and adolescent and adult psychiatry will be available to provide psychiatric assessments and medications monitoring to MCC referrals.
Psychiatrists will also be available to provide clinical consultation on specific cases as requested and agreed upon by MCC and Contractor.

3. Outpatient Therapy

When it is determined that a family with a child at imminent risk of out-of-home placement has one or more children or parent with mental illness, Contractor will provide appropriate therapeutic services as assessed by Contractor staff. These will include but are not limited to:

a. Outpatient therapies by mental health professionals implemented in office or home settings as determined by consultation with the family, referring MCC office and treatment team.

b. Appropriate therapeutic interventions to accomplish service advocacy and coordination, improved parenting and life skills training, or other priorities as agreed to by the family, referring MCC office and treatment team.

c. Aftercare services such as ongoing support groups and other wrap-around services would be available as needed and agreed to by the family, referring MCC office and treatment team.

d. Crisis intervention services.

e. MCC will receive and screen referrals from law enforcement, schools and parents, referring crises such as runaways, adolescents refusing to go home, parent can't be reached, physical conflicts with teens, teens kicked out of home. Crisis Personnel will not accept referrals of intoxicated children, children who are injured or in need of medical attention, children in custody due to a felony charge and children with acute mental illness.

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 for Mental Health Services:

Psychological Evaluations, Services provided outside of catchment area and/or Services provided by those with an expertise not found within The Center	$ 110,000
Psychiatric and Medication management Services, Center for Mental Health therapy and case management outpatient services	68,000
Total	**$178,000**

Contractor and MCC directors in this region will meet as needed to review this plan. Revisions will be made as necessary based on operational experience.

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 Mental Health Contract
Signature Page

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