AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Purchase of Service Contract, Regional Substance Use Disorder Services; Ouray, San Miguel, Gunnison, Hinsdale, Delta and Montrose County Departments of Social Services; 6/1/14 thru 5/31/15

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and West Slope Casa

Term Begins: 6-1-14 **Term Ends:** 5/31/2015 **Grant Contract #:**

Summary:
This is a regional contract for substance abuse treatment services for child welfare related cases consistent with the Core services program. the agreement is with the West Slope Casa, aka, Midwestern Colorado Mental Helath Center.

Fiscal Impact: Total regional funding is $74,807, no county funds needed and services are provided on a fee for service basis of which we may use

Submitted by: Renee Brown **Submitter's Email Address:** renee.brown@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

This scope of work is covered/paid from the CORE Allocation. 100% funding--no County-only dollars. --M.Eden 6/17/2014

Reviewed by: GUNCOUNTY1\bcowan Discharge Date: 6/18/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 6/18/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 6/23/2014

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

Agenda Date: 7/1/2014 Follow Up Agenda Date:

Revised April 2013

Purchase of Service Contract
Regional Substance Use Disorder Services

1. This Contract, made this 1st day of June 2014, 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, 2014 through May 31, 2015.

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):	34,807
External Providers, Inpatient and Drug Testing:	40,000
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

The Center for Mental Health

AUTHORIZATION FOR USE AND DISCLOSURE OF HEALTH INFORMATION

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

Authorization for Use and Disclosure of Health Information: State and federal laws govern the confidentiality and protection of individually identifiable health information. 42 CFR Part 2 specifically protects information about drug and alcohol abuse patients. Identifying information may be released to Colorado Health Partners (CHP) for payment and encounter reporting purposes. Except in specific situations defined in various laws, protected health information may not be disclosed without written authorization. I hereby authorize, for myself or as a legal representative, the use and disclosure of protected health information by The Center for Mental Health to following persons or entities.

Person or entity authorized to share information: _____

The Following Types of Information May Be Disclosed:
□ Assessment, Diagnosis, and Evaluations
□ Substance Abuse information
□ HIV/AIDS Information
□ Updates and Summaries
□ Medications, and Laboratory Information
□ Service Plans
□ Dates of Service:
□ Other _____

The information may be disclosed for treatment, payment, health care operations, and the following purposes (check all that apply):
□ Continuity of care
□ Service planning
□ Vocational service or rehabilitation
□ At the request of the client or representative
□ Multi-agency coordination of care
□ Court or agency testimony and reports
□ Other
□ Other

Further Disclosure: Information disclosed for payment and reporting may be further disclosed by the recipient to Colorado Department of Health Care Policy and Financing (HCPF) and the Office of Behavior Health (OBH).

Psychotherapy Notes: This authorization does not permit the disclosure of psychotherapy notes.

Other Information About This Authorization: My ability to obtain services does not depend on signing this authorization unless a court or other authorized third party has required my treatment. Copies of this form may be used in lieu of the original. The party that discloses protected health information pursuant to this authorization cannot guarantee that recipients of the information will not further disclose to another party and that the information may no longer be protected. Disclosure of substance abuse information pursuant to this authorization must be accompanied by the notice required by 42 CFR 2.32.

Minors: If this authorization pertains to a child under 15 years of age, The Center for Mental Health reserves the right to restrict, limit or refuse to release the child's health information and records if the information will be used in litigation involving a determination of the best interests of the child.

Reason for Disclosure of Minor Child's Records:

_____

Revocation: This authorization may be revoked at any time, in writing. If not revoked sooner, this authorization will expire upon discharge from treatment or two (2) years from the date it was signed, which ever first occurs.

_____	_____	_____
Client Signature	Date	Witness
_____	_____	_____
Representative's Signature	Date	Representative's Relationship to Client

Reviewed 1/7/2014

Exhibit B

The Center for Mental Health

AUTHORIZATION FOR USE AND DISCLOSURE OF PSYCHOTHERAPY NOTES

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

Authorization for Use and Disclosure of Health Information: State and federal laws govern the confidentiality and protection of individually identifiable health information. 42 CFR Part 2 specifically protects information about drug and alcohol abuse patients. Identifying information may be released to Colorado Health Partners (CHP) for payment and encounter reporting purposes. Except in specific situations defined in various laws, protected health information may not be disclosed without written authorization. I hereby authorize, for myself or as a legal representative, the use and disclosure of protected health information by The Center for Mental Health to following persons or entities.

Person or entity authorized to share information: _____

The Following Types of Information May Be Disclosed:
□ Psychotherapy Notes
□ Dates of Service: _____

The information may be disclosed for treatment, payment, health care operations, and the following purposes (check all that apply):
□ Continuity of care
□ Service planning
□ Vocational service or rehabilitation
□ At the request of the client or representative
□ Multi-agency coordination of care
□ Court or agency testimony and reports
□ Other
□ Other

Further Disclosure: Information disclosed for payment and reporting may be further disclosed by the recipient to Colorado Department of Health Care Policy and Financing (HCPF) and the Office of Behavior Health (OBH).

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Reason for Disclosure of Minor Child's Records:

Revocation: This authorization may be revoked at any time, in writing. If not revoked sooner, this authorization will expire upon discharge from treatment or two (2) years from the date it was signed, which ever first occurs.

_____	_____	_____
Client Signature	Date	Witness
_____	_____	_____
Representative's Signature	Date	Representative's Relationship to Client

Core Services Regional Mental Health and Substance Use Disorder Contract
Signature Page

Gunnison County Manager Gunnison, Colorado	Date
Jon Gordon, Executive Director Midwestern Colorado Mental Health Center	Date 6/4/2014