AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Purchase of Service Agreement; Midwestern Colorado

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: gunnison/hinsdale county and midwestern mental health

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Gunnison/Hinsdale County Mental Health services contract with Midwestern Mental Health

Fiscal Impact:

Submitted by: Joni Reynolds **Submitter's Email Address:** jreynolds@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concnerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/22/2017

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

Comments:
ok db 9/20/17

Reveiwed by: Discharge Date: 9/21/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/25/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 10/3/2017

Revised April 2015

PURCHASE OF SERVICE AGREEMENT

This AGREEMENT, made effective the 30th day of May, 2017 by and among Ouray, San Miguel, Gunnison, Hinsdale, Delta and Montrose Counties Departments of Social Services, hereinafter called Counties, and Midwestern Colorado Mental Health Center, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, Counties operates the Counties Department of Social Services (CDSS) programs, including Core Services Program hereinafter referred to as “CDSS” and “Core Services”; and

WHEREAS, Counties wishes to provide “Mental Health Services” for Counties’ Core Services Program, and

WHEREAS, Contractor desires to perform such services as above-referenced through this Agreement with the Counties; and

WHEREAS, Contractor will provide Mental Health Services; and

WHEREAS, both Counties and Contractor desire that the work shall be performed in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises set forth herein, the sufficiency and receipt of which is hereby acknowledged, it is agreed by and between Counties and Contractor as follows:

SECTION I.
DESCRIPTION OF WORK

Contractor agrees to provide Mental Health Services to the Counties’ Core Services Program clients when appropriate as determined and referred by the Counties and as outlined in the Colorado Department of Human Services Staff Manual Volume Seven, section 7.303.1 – Core Services Program, Definitions, on behalf of Counties, as described in Exhibit “A” to this agreement, attached hereto and incorporated herein as though full set forth. Exhibit “A” includes a description of the oversight to be provided by Counties and the processes and services to be provided by Contractor in accordance with the terms of this Agreement.

SECTION II.
PAYMENT

1. Counties shall pay Contractor for the services provided, up to, and not exceeding, the amount specified in Exhibit A.

2. Montrose County DHS, agrees to act as fiscal agent for the Counties of Ouray, San Miguel, Gunnison, Hinsdale, Delta and Montrose, and upon receipt of said funds from the Colorado Department of Human Services, will make payment to Contractor of these funds via a Counties warrant. Montrose County does not accept the responsibility, or the obligation, to pay for the services of Contractor in the event that the State of Colorado, for any reason, does not provide funding for the monthly payment. Contractor shall not hold Montrose County responsible or liable for any payments for which funding from the State of Colorado has not been provided.

3. Contractor shall bill Counties for services rendered under this Agreement, as provided in Exhibit A. Services shall be billed on the 7th day of the month for services provided during the previous month. Counties shall pay invoices billed within forty-five (45) days of receipt.

3. This Agreement, and the payments and other monetary obligations of Counties hereunder, shall not be construed as a creating multiple-fiscal year debt or other financial obligation of Counties within the meaning of Section 20(4) (b) of Article X of the Constitution of Colorado. This Agreement shall not obligate the Counties directly or indirectly, to make any payments or meet any other monetary obligation required herein, beyond such payments or obligations as are appropriated for any fiscal year in which this Agreement is in effect.

4. Payment by Counties to Contractor for services provided pursuant to this agreement if in Counties, State of Colorado, or Federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of such Counties, State and Federal funds for the purposes hereof.

SECTION III.
RELATIONSHIP OF THE PARTIES

The Contractor is an independent contractor, and no employee relationship is hereby created between the Counties and Contractor, nor with any of the employees of Contractor, nor will Contractor be considered an agent of Counties for any purpose, and receives no benefits from the Counties except as provided herein. Contractor shall be solely responsible for paying its employees, including any withholding taxes, workmen's compensation, insurance or other benefits.

SECTION IV.
LIABILITY

1. The Services to be provided under this Agreement will be performed entirely at the Contractor's risk, and Contractor assumes all responsibility and liability for such risk. Contractor agrees to indemnify Counties, its officials and employees, the Colorado Department of Human Services and the State of Colorado, the Federal Office of Family Assistance and the Federal Government against any liability or 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 violation of any statute, regulation, and the defense of any such claims or actions, arising in any way out of the performance of this Agreement.

2. Contractor agrees to maintain throughout the term hereof sufficient liability insurance to fully perform its obligations hereunder. Contractor is required to maintain general liability insurance of $150,000 per person and $600,000 per occurrence during the period of the contract.

3. Contractor warrants that its employees do and will meet all requirements for certifications, credentials, will have undergone whatever security or background checks, and meet any other requirements for child care providers provided by state and federal law. This includes registration through the Colorado Department of Regulatory Agencies.

SECTION V.
DURATION

IT IS AGREED that either party may cancel this Agreement upon thirty (30) days written notice to the other party; otherwise, this Agreement shall encompass the period commencing June 1, 2017, or the date the contract is executed, whichever is later, and terminating on May 31, 2018.

SECTION VI.
OVERALL SUPERVISION

IN THE PERFORMANCE of the work herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, Counties being interested only in the results obtained. Contractor has the authority to terminate employment without consent of Counties, change direct supervision of positions at any time without notice; followed with notification to Counties within thirty (30) days. However, the work contemplated must meet the approval of Counties and shall be subject to Counties's general right of inspection and supervision to insure the satisfactory completion thereof.

Contractor agrees to provide access for any duly authorized representative of the Counties or the Colorado Department of Human Services, or the Federal Government, until the expiration of five (5) years after the final payment under this Agreement, to examine any financial, program, and other records of the Contractor involving transactions related to this Agreement.

SECTION VII.
NON-ASSIGNABILITY

This Agreement may not be assigned by Contractor without the express written permission of the Counties.

SECTION VII.
AMENDMENTS

ANY AND all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and not binding or any party hereto unless set forth in writing and signed by both parties.

SECTION IX.
DEFAULT

IT IS AGREED that time is of the essence in the performance of this Agreement. In the event of default by either of the parties, the non-defaulting party shall give the defaulting party written notice by certified mail or such default, and the defaulting party shall have ten (10) to correct said default. If said default is not corrected within said ten (10) day period, the non-defaulting party may terminate this Agreement, and may bring any action at law or equity authorized by the laws of the State of Colorado. If legal action is commenced, the prevailing party shall be entitled to recover costs and attorney's fees incurred in connection with any such action.

SECTION XI.
COMPLIANCE

1. Contractor agrees that all services under this Agreement shall be performed in full compliance with all local, state and federal laws, specifically including but not limited to HIPAA.

2. Counties and Contractor agree to comply with all HIPAA laws, including and not limited to: not use or disclose Protected Health Information other than as permitted or required by the Agreement or Required by law; to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement; to mitigate, to the extent practicable, any harmful effect that is known of a use or disclosure of Protected Health Information by either party in violation of the requirements of this Agreement; to report to "Client" any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

3. Contractor agrees that they shall provide or conform to cyber protection requirements:

- Unauthorized personnel are not allowed entry to Trails communications, data centers, etc.
- Computer networks should be run only on supported operating systems, software, and hardware.
- Some computer applications create serious risk to the security.

4. Counties and Contractor agree 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.

5. 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 pre-employment 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 the Counties 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 Counties.

h. The Counties are obligated to notify the office of the secretary of state if a contractor violates a provision of this section 10 and the Counties terminate 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*.

IN WITNESS WHEREOF, the respective parties have hereunto set their signatures effective the day and year first above written.

Midwestern Colorado Mental Health Center

_____
Shelly Spaulding, Director

Date: _____

Ouray County
Ouray County Department
Social Services

_____
Carol Friedrich, LCSW Director

Date: _____

OURAY County BOARD

San Miguel County
San Miguel County Department of
Social Services

_____
Carol Friedrich, LCSW Director

Date: _____

San Miguel County BOARD

OF County COMMISSIONERS

_____

Chair

Date: _____

Gunnison County
Gunnison County Department of Social Services

_____
Director

Date: _____

Gunnison County BOARD
OF County COMMISSIONERS

_____

Chair

Date: _____

Montrose County
Montrose County Department
Of Social Services

_____
Stephen Tullos, Director

Date: _____

Montrose County BOARD
OF COUNTY COMMISSIONERS

OF County COMMISSIONERS

_____

Chair

Date: _____

Hinsdale County
Hinsdale County Department of Social Services

_____
Carol Friedrich, LCSW Director

Date: _____

Hinsdale County BOARD
OF County COMMISSIONERS

_____

Chair

Date: _____

Delta County
Delta County Department
Of Social Services

_____
Director

Date: _____

Delta County BOARD
OF COUNTY COMMISSIONERS

_____ _____

Chair Chair

Date: _____ Date: _____

Exbibit A
Scope of Work
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 or eligible for Program Area 3 services.
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, parenting, Program Area 3, or other specialized services. We think it is also an appropriate use of these dollars to contract for these services. The Counties 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 Counties referrals.

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 a 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 Counties 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 Counties office and treatment team.

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

d. Crisis intervention services.

e. Each Counties 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. Rate Information for Mental Health Services:

_____$20/hour for group facilitation

_____$25/hour for ISST/Wraparound facilitation

_____$35/per hour for supervised visits.

_____$35/hour for home based life skills/ parenting

_____$60/ hour for unlicensed Master's level clinician

_____$70/ hour for licensed Master's level clinician

_____$80/hour for licensed master's level clinicians with specialty (CAC II, III, EMDR)

_____$90/hour for unlicensed Ph.D.

_____$100/hour for licensed Ph.D.

_____ $1000.00 per parenting series, for up to two series, upon funding approval

E. Agreements:

1. The Counties 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 Counties treatment plans. The Counties expressly recognize that Contractor will not release patient information to the Counties without proper authorizations.

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

2. The Contractor agrees:

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

    b. Subject to the condition that a valid authorization for the disclosure of information, substantially in the form attached hereto as Exhibit B, has been delivered to Contractor, Contractor will:

        i. Work directly with Counties staff in order to follow treatment plans as required.

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

iii. Provide progress/barrier and status reports to the Counties at least monthly or as requested on each client receiving services under this Contract.

iv. 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.

c. The Contractor will not provide in-court testimony, or disclose protected health information, including but not limited to the client's diagnosis, prognosis, treatment needs, progress, and recommendation for continued treatment, without a valid authorization signed by the client, the client's legal guardian or guardian ad litem.

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

Exhibit B

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.

_____

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

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.

_____

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).

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