# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Service Agreement; Regional Core Services; CMH

**Action Requested:**

**Parties to the Agreement:**

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

**Summary:**

Multi County Agreement for Mental Health Services

**Fiscal Impact:**

**Submitted by:** Randy Morgan **Submitter's Email Address:** rmorgan@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:
No concerns. Montrose County is the fiscal agent for these contracts for Core Services, monitored by DHS. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/18/2020

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

Comments:
ok db 6/18/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/19/2020 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 6/19/2020

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

Agenda Date: 6/23/2020

*Revised April 2015*

**PURCHASE OF SERVICE AGREEMENT**
**REGIONAL CORE SERVICES - MENTAL HEALTH**

This AGREEMENT, is effective the 1st day of June, 2020 by and among the Board of County Commissioners of Ouray County, San Miguel County, Gunnison County, Hinsdale County, Delta County, and Montrose County, on behalf of their respective Departments of Social Services, hereinafter referred to as "Counties," and The Center for Mental Health, hereinafter referred to as "Contractor". This Agreement is effective June 1, 2020 and ends May 31, 2021.

## RECITALS

WHEREAS, Counties operate their respective Department of Social Services (CDSS) programs, including the Regional Core Services Program hereinafter referred to "Core Services"; and

WHEREAS, Counties wish to provide Mental Health Services for Counties' Regional 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 respective 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. Contractor shall determine if each client has Colorado Medicaid or private health insurance, and, if so, shall bill Medicaid or the private insurer for services provided. Contractor shall not bill Counties if the client has Colorado Medicaid or private health insurance.

2. If a client does not have Colorado Medicaid or other private insurance, Contractor shall bill, and Counties shall pay, for the services provided by Contractor, up to, and not exceeding, the amount specified in the column entitled "HFC Fee Schedule" of the "2019 National Physician Fee Schedule," attached hereto and incorporated herein as Exhibit B. Contractor will bill the respective Counties for work performed at their request and each County will submit the

Contractor's invoices to Montrose County DHS for payment. In no case shall Contractor bill Counties at a higher rate for any service performed than normal Colorado Medicaid payment rates.

3. 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 funds from the Colorado Department of Human Services for the contracted service, will make payment to Contractor of these funds through an approved warrant by the County to whom the services are charged. 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. No County shall be obligated to pay for the services provided to another County, and no County shall be obligated to pay for services for which funding is not available and appropriated.

4. Contractor shall bill the respective Counties for services rendered under this Agreement, as provided in Exhibit A. Services shall be billed 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.

5. 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.

6. Payment by Counties to Contractor for services provided pursuant to this agreement, whether from County, State of Colorado, or Federal funds, 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 Contractors risk, and Contractor assumes all responsibility and liability for such risk. Contractor agrees to indemnify Counties, their 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 $500,000 per person and $1,000,000 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, 2020, or the date the contract is executed, whichever is later, and terminating on May 31, 2021. Additionally, any one County may terminate the Agreement as to services provided for that County upon thirty (30) days' notice.

## 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 of its employees 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' 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 all 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 any 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) days 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 WITH HIPAA AND CIVIL RIGHTS/DISCRIMINATION LAWS

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.

1. 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.
Contractor agrees that they shall provide or conform to cyber protection requirements:

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

2. 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.

## SECTION XI. COMPLIANCE WITH C.R.S. § 8-17.5-101, *et seq*

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

2. 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;

3. The Contractor has verified or attempted to verify through participation in the e-verify program or the department program that the Contractor does not employ any illegal aliens;

4. The Contractor acknowledges that the Contractor is prohibited from using the e-verify program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;

5. 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:

a. Notify the subcontractor and the contracting state agency or political subdivision within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (5)(a) of this Section, 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

7. If Contractor violates a provision of the public contract for services required herein Montrose 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 Montrose County.

8. Montrose County is obligated to notify the office of the Secretary of State if a contractor violates a provision of this section and Montrose 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.

9. The State Department may investigate whether a Contractor is complying with the provisions of a public contract for services required. The State 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 State Department shall receive complaints of suspected violations of a provision of a public contract for services 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 State 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.

**The Center for Mental Health**

_____
Shelly J, Spalding, Chief Executive Officer

Date: _____

**Ouray County**

Ouray County Department of
Social Services

_____
Carol Friedrich, LCSW
Director

Date: _____

Ouray County Board of
County Commissioners

_____
Chair

Date: _____

**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

_____
Joni Reynolds, Director

Date: _____

Gunnison County Board of
County Commissioners

_____
Chair

Hinsdale County
Hinsdale County Department of
Social Services

_____
Joni Reynolds, Director

Date: _____

Hinsdale County Board of County
Commissioners

_____
Chair

Date: _____ Date: _____

**Montrose County**
Montrose County Department of Social Services

_____ Date: _____
Jennifer Sherwood, Director

Montrose County Board of County Commissioners

_____ Date: _____
Chair

**Delta County**
Delta County Department
of Social Services

_____ Date: _____
Chuck Lemoine, Director

Delta County Board of County Commissioners

_____ Date: _____
Chair

**EXHIBIT A**
**SCOPE OF WORK – MENTAL HEALTH SERVICES**
**FOR MONTROSE, DELTA, GUNNISON, HINSDALE, SAN MIGUEL AND OURAY COUNTIES**

## A. Eligibility Criteria:

Each County shall determine that the following criteria are present prior to making a referral to Contractor for Mental Health Services:

1. The client meets the overall Core Services population criteria.
2. The client is involved an open social services case on TRAILS or eligible for Program Area 3 services.
3. There is a manageable level of risk to the client.
4. There is a reasonable possibility that services can bring about sufficient improvement in the child, client, and/or 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 Contractor's commitment, along with the other agencies in our area, to provide an early evaluation or assessment to enable it to make proper choices on the front end of our intervention with families. For these reasons, there is a preference for using Regional Core Services Program allocations for psychological evaluations or family interactional and dispositional assessments. Evaluations and assessments will make recommendations regarding appropriate services for each client.

It is understood that some services needed by a client or 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. If Contractor believes these services would be beneficial, 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

When a child is at risk for placement out of the home, it is often essential to assess whether the child or his or her caretaker has a serious mental illness. When such a condition is found to be present in a client, 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 and recommended in the initial evaluation referenced above in Section 1. 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, the referring County's DSS office, and the 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, the referring County's DSS office, and the 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, the referring County's DSS office, and the treatment team.

d. Crisis intervention services. Each County will receive and screen referrals from law enforcement, schools, parents, and other sources, and may refer children in crises to Contractor. Such crisis referrals may include but are not limited to" runaways, adolescents refusing to go home, absent parents, parent/child physical conflict with teens, and/or teens kicked out of home. Crisis Personnel will not accept referrals of intoxicated children, children who are injured or in need of medical attention, or children in custody due to a felony charge.

## C. Service Objectives

Parties agree that the objectives of the provision of services via the Regional Core Services Program are as follows:

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

As stated in Section II of this Agreement, Contractor shall first bill Colorado Medicaid or a private insurance if a client is so ensured. If a client does not have Colorado Medicaid or private health insurance, Contractor shall bill, and Counties shall pay, for the services provided by Contractor, up to, and not exceeding, the amount specified in the column entitled "HFC Fee Schedule" of the "2019 National Physician Fee Schedule," attached hereto as Exhibit B.

Contractor will only bill the respective Counties for authorized work performed at their request. In no case shall Contractor bill Counties at a higher rate for any service performed than normal Colorado Medicaid payment rates.

## E. Agreements

1. The Counties 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 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 County's standard referral and 24 hours of a County's crisis referral as long as capacity is available.

   b. After evaluation, if treatment is recommended, schedule the first therapeutic appointment to occur within 7 days of the evaluation.

   c. Subject to the condition that a valid authorization for the disclosure of information signed by the client, substantially in the form attached hereto as Exhibit C, 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 County 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 more frequently if 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.

   d. The Contractor will not provide in-court testimony without a valid subpoena, and will not 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 or the client's legal guardian or guardian ad litem, or a valid court order

   e. To provide the services described herein at a cost not greater than that charged to other persons in the same community or at a cost greater than normal Colorado Medicaid rates.

EXHIBIT B

**2019 National Physician Fee Schedule Relative Value File January Release**

***CPT codes and descriptions only are copyright 2017 American Medical Association. All Rights Reserved. Applicable FARS/DFARS Apply.***

**RELEASED 03/01/2019**

***** NOTE: Administrative Fee = $45/hour**

***OUTPATIENT BEHAVIORAL HEALTH CODES APPROVED IN THE UNIFORM SERVICES CODING STANDARD MANUAL**

| | | NON-FACILITY | Community | HFC Fee Schedule |
|---|---|---|---|---|
| **HCPCS** | **DESCRIPTION** | **TOTAL** | **Rates (Services Only)** | |
| 90791 | Psych diagnostic evaluation | 3.89 | $168 | $114.71 |
| 90792 | Psych diag eval w/med srvcs | 4.37 | $189 | $159.06 |
| 90832 | Psytx w pt 30 minutes | 1.90 | $82 | $55.35 |
| 90833 | Psytx w pt w e/m 30 min | 1.97 | $85 | $41.65 |
| 90834 | Psytx w pt 45 minutes | 2.53 | $109 | $71.25 |
| 90836 | Psytx w pt w e/m 45 min | 2.49 | $108 | $64.51 |
| 90837 | Psytx w pt 60 minutes | 3.80 | $164 | $104.26 |
| 90838 | Psytx w pt w e/m 60 min | 3.29 | $142 | $101.14 |
| 90839 | Psytx crisis initial 60 min | 3.96 | $171 | $99.21 |
| 90840 | Psytx crisis ea addl 30 min | 1.90 | $82 | $53.70 |
| 90846 | Family psytx w/o pt 50 min | 3.06 | $132 | $64.16 |
| 90847 | Family psytx w/pt 50 min | 3.18 | $138 | $67.05 |
| 90849 | Multiple family group psytx | 1.17 | $51 | $22.31 |
| 90853 | Group psychotherapy | 0.76 | $33 | $12.24 |
| 90875 | Psychophysiological therapy | 1.80 | $78 | |
| 90876 | Psychophysiological therapy | 3.05 | $132 | |
| 90885 | Psy evaluation of records | 1.41 | $61 | |
| 90887 | Consultation with family | 2.48 | $107 | $137.35 |
| 96116 | Nubhvl xm phys/qhp 1st hr | 2.70 | $117 | $103.36 |
| 96130 | Psychological testing eval phys/qhp 1st 60 minutes | 0.64 | $143 | $121.77 |
| 96131 | Psycl tst eval phys/qhp ea - additional 60 minutes | 0.48 | $109 | $96.34 |
| 96136 | Psycl/nrpsyc tst phy/qhp 1st 30 minutes | 0.75 | $58 | $62.63 |
| 96137 | Psycl/nrpsyc tst phy/qhp ea additional 30 minutes | 0.75 | $54 | $45.84 |
| 96138 | Psycl/nrpsyc tech 1st | 1.07 | $48 | $29.80 |
| 96139 | Psycl/nrpsyc tst tech ea | 1.07 | $48 | $17.70 |

| | | | | |
|---|---|---|---|---|
| 96372 | Ther/proph/diag inj sc/im | 0.47 | $20 | $15.67 |
| 97535 | Self care mngment training | 0.97 | $42 | $17.38 |
| 98966 | Hc pro phone call 5-10 min | 0.39 | $17 | Not a benefit |
| 98967 | Hc pro phone call 11-20 min | 0.76 | $33 | Not a benefit |
| 98968 | Hc pro phone call 21-30 min | 1.12 | $48 | Not a benefit |
| 99201 | Office/outpatient visit new | 1.29 | $56 | $44.08 |
| 99202 | Office/outpatient visit new | 2.15 | $93 | $72.13 |
| 99203 | Office/outpatient visit new | 3.05 | $132 | $102.43 |
| 99204 | Office/outpatient visit new | 4.63 | $200 | $154.59 |
| 99205 | Office/outpatient visit new | 5.82 | $252 | $191.33 |
| 99211 | Office/outpatient visit est | 0.64 | $28 | $23.10 |
| 99212 | Office/outpatient visit est | 1.27 | $55 | $44.39 |
| 99213 | Office/outpatient visit est | 2.09 | $90 | $70.81 |
| 99214 | Office/outpatient visit est | 3.06 | $132 | $102.11 |
| 99215 | Office/outpatient visit est | 4.10 | $177 | $134.99 |
| 99217 | Observation care discharge | 2.06 | $89 | $57.21 |
| 99218 | Initial observation care | 2.81 | $122 | $53.77 |
| 99219 | Initial observation care | 3.83 | $166 | $88.38 |
| 99220 | Initial observation care | 5.23 | $226 | $124.33 |
| 99221 | Initial hospital care | 2.86 | $124 | $75.07 |
| 99222 | Initial hospital care | 3.86 | $167 | $103.31 |
| 99223 | Initial hospital care | 5.70 | $247 | $151.94 |
| 99224 | Subsequent observation care | 1.12 | $48 | $21.19 |
| 99225 | Subsequent observation care | 2.06 | $89 | $37.60 |
| 99226 | Subsequent observation care | 2.95 | $128 | $56.22 |
| 99231 | Subsequent hospital care | 1.11 | $48 | $31.30 |
| 99232 | Subsequent hospital care | 2.05 | $89 | $56.01 |
| 99233 | Subsequent hospital care | 2.93 | $127 | $80.26 |
| 99234 | Observ/hosp same date | 3.75 | $162 | $107.80 |
| 99235 | Observ/hosp same date | 4.77 | $206 | $142.17 |
| 99236 | Observ/hosp same date | 6.13 | $265 | $176.85 |
| 99238 | Hospital discharge day | 2.06 | $89 | $57.29 |
| 99239 | Hospital discharge day | 3.02 | $131 | $82.22 |
| 99241 | Office consultation | 1.34 | $58 | Not a benefit |
| 99242 | Office consultation | 2.52 | $109 | Not a benefit |
| 99243 | Office consultation | 3.45 | $149 | Not a benefit |
| 99244 | Office consultation | 5.16 | $223 | Not a benefit |
| 99245 | Office consultation | 6.29 | $272 | $203.11 |

| | | | | |
|---|---|---|---|---|
| 99251 | Inpatient consultation | 1.38 | $60 | Not a benefit |
| 99252 | Inpatient consultation | 2.11 | $91 | Not a benefit |
| 99253 | Inpatient consultation | 3.25 | $141 | Not a benefit |
| 99254 | Inpatient consultation | 4.72 | $204 | Not a benefit |
| 99255 | Inpatient consultation | 5.68 | $246 | Not a benefit |
| 99281 | Emergency dept visit | 0.60 | $26 | $17.14 |
| 99282 | Emergency dept visit | 1.17 | $51 | $32.22 |
| 99283 | Emergency dept visit | 1.75 | $76 | $51.80 |
| 99284 | Emergency dept visit | 3.32 | $144 | $95.79 |
| 99285 | Emergency dept visit | 4.89 | $211 | $142.80 |
| 99304 | Nursing facility care init | 2.54 | $110 | $68.01 |
| 99305 | Nursing facility care init | 3.67 | $159 | $94.53 |
| 99306 | Nursing facility care init | 4.70 | $203 | $121.02 |
| 99307 | Nursing fac care subseq | 1.24 | $54 | $33.62 |
| 99308 | Nursing fac care subseq | 1.94 | $84 | $51.66 |
| 99309 | Nursing fac care subseq | 2.58 | $112 | $68.94 |
| 99310 | Nursing fac care subseq | 3.82 | $165 | $100.95 |
| 99315 | Nursing fac discharge day | 2.07 | $90 | $50.18 |
| 99316 | Nursing fac discharge day | 2.98 | $129 | $65.54 |
| 99318 | Annual nursing fac assessmnt | 2.70 | $117 | $71.10 |
| 99324 | Domicil/r-home visit new pat | 1.56 | $67 | $47.48 |
| 99325 | Domicil/r-home visit new pat | 2.26 | $98 | $68.86 |
| 99326 | Domicil/r-home visit new pat | 3.92 | $170 | $111.69 |
| 99327 | Domicil/r-home visit new pat | 5.26 | $227 | $144.99 |
| 99328 | Domicil/r-home visit new pat | 6.19 | $268 | $171.38 |
| 99334 | Domicil/r-home visit est pat | 1.70 | $74 | $47.57 |
| 99335 | Domicil/r-home visit est pat | 2.68 | $116 | $73.05 |
| 99336 | Domicil/r-home visit est pat | 3.82 | $165 | $103.56 |
| 99337 | Domicil/r-home visit est pat | 5.47 | $237 | $148.41 |
| 99341 | Home visit new patient | 1.56 | $67 | $49.89 |
| 99342 | Home visit new patient | 2.25 | $97 | $68.86 |
| 99343 | Home visit new patient | 3.67 | $159 | $108.95 |
| 99344 | Home visit new patient | 5.14 | $222 | $142.58 |
| 99345 | Home visit new patient | 6.25 | $270 | $171.38 |
| 99347 | Home visit est patient | 1.56 | $67 | $45.16 |
| 99348 | Home visit est patient | 2.37 | $102 | $67.90 |
| 99349 | Home visit est patient | 3.64 | $157 | $99.12 |
| 99350 | Home visit est patient | 5.05 | $218 | $138.80 |

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|---|---|---|---|---|
| 99360 | Physician standby services | 1.73 | $75 | $57.66 |
| 99366 | Team conf w/pat by hc prof | 1.21 | $52 | Not a benefit |
| 99367 | Team conf w/o pat by phys | 1.60 | $69 | |
| 99368 | Team conf w/o pat by hc pro | 1.04 | $45 | |
| 99441 | Phone e/m phys/qhp 5-10 min | 0.39 | $17 | Not a benefit |
| 99442 | Phone e/m phys/qhp 11-20 min | 0.76 | $33 | Not a benefit |
| 99443 | Phone e/m phys/qhp 21-30 min | 1.12 | $48 | Not a benefit |
| H0001 | Alcohol and/or Drug (AOD) Assessment | 3.67 | $159 | $103.61 |
| H0002 | Behavioral health screening to determine eligibility for admission to treatment program | 0.76 | $33 | |
| H0004 | Behavioral health counseling and therapy, per 15 minutes | 0.90 | $39 | $7.58 |
| H0005 | Alcohol and/or drug services; group counseling | 0.72 | $31 | $30.46 |
| H0006 | Alcohol and/or drug services; case management | 0.58 | $25 | $17.27 |
| H0011 | Withdrawal Management - per diem / day- Cash only | | $350 | Not a benefit |
| H0018 | Crisis Stabilization Unit per day | | $700 | Not a benefit |
| H0023 | Behavioral health outreach service (planned approach to reach a population) /Drop- In Center | 0.55 | $24 | |
| H0024 | Behavioral Health Prevention Information Dissemination Service (One-Way Direct or Non-Direct Contact with Service Audiences to Affect Knowledge and Attitude) | 0.61 | $26 | Not a benefit |
| H0025 | Behavioral health prevention education service (delivery of services to affect knowledge, attitude and/or behavior) | 0.61 | $26 | |
| H0031 | Mental health assessment, by non-physician | 3.12 | $135 | Not a benefit |
| H0032 | Mental health service plan development by non-physician | 1.02 | $44 | Not a benefit |
| H0033 | Oral medication administration, direct observation | 0.31 | $13 | Not a benefit |
| H0034 | Medication training and support, per 15 minutes | 0.79 | $34 | Not a benefit |
| H0036 | Community psychiatric supportive treatment, face-to-face, per 15 minutes | 0.38 | $16 | Not a benefit |
| H0037 | Community psychiatric supportive treatment, face-to-face, per diem | 4.48 | $194 | |
| H0038 | Self-help/peer services, per 15 minutes | 0.49 | $21 | $7.09 |
| H0039 | Assertive community treatment, face-to-face, per 15 minutes | 0.38 | $16 | Not a benefit |
| H0043 | Supported housing, per diem | 0.13 | $6 | Not a benefit |

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| H0044 | Supported housing, per month | 2.68 | $116 | Not a benefit |
| H0047 | Alcohol and/or other drug abuse services; not otherwise specified | 0.99 | $43 | Code is manually priced |
| H2000 | Comprehensive multidisciplinary evaluation | 1.59 | $69 | |
| H2011 | Crisis intervention service, per 15 minutes | 1.16 | $50 | $12.00 |
| H2012 | Behavioral health day treatment, per hour | 0.72 | $31 | |
| H2014 | Skills training and development, per 15 minutes | 0.79 | $34 | |
| H2015 | Comprehensive community support services, per 15 minutes | 0.13 | $6 | Not a benefit |
| H2016 | Comprehensive community support services, per diem | 3.12 | $135 | Not a benefit |
| H2017 | Psychosocial rehabilitation services, per 15 minutes | 0.38 | $16 | Not a benefit |
| H2018 | Psychosocial rehabilitation services, per diem | 4.48 | $194 | |
| H2021 | Community-based wrap-around services, per 15 minutes | 0.38 | $16 | |
| H2022 | Community-based wrap-around services, per diem | 4.48 | $194 | Not a benefit |
| H2023 | Supported employment, per 15 minutes | 0.13 | $6 | |
| H2024 | Supported employment, per diem | 3.12 | $135 | |
| H2025 | Ongoing support to maintain employment, per 15 minutes | 0.13 | $6 | |
| H2026 | Ongoing support to maintain employment, per diem | 3.12 | $135 | Not a benefit |
| H2027 | Psychoeducational service, per 15 minutes | 0.13 | $6 | Not a benefit |
| H2032 | Activity therapy, per 15 min | 0.13 | $6 | |
| H2033 | Multi-systemic therapy for juveniles, per 15 minutes | 0.64 | $28 | |
| H2036 | Alcohol and/or drug treatment program, per diem | 3.56 | $154 | $194.02 |
| S3005 | assessment, depression | 0.55 | $24 | $23.46 |
| S5150 | Unskilled respite care, not hospice; per 15 minutes | 0.13 | $6 | Code is manually priced |
| S5151 | Unskilled respite care, not hospice; per diem | 3.12 | $135 | Code is manually priced |
| S9445 | provider, ind | 0.99 | $43 | $13.02 |
| S9485 | Crisis intervention mental health services, per diem | 3.33 | $144 | Not a benefit |
| T1005 | Respite care services, up to 15 minutes | 0.22 | $10 | Code is manually priced |
| T1006 | counseling | 2.99 | $129 | Code is manually priced |
| T1007 | Alcohol and/or substance abuse services, treatment plan development and/or modification, including vital sign monitoring | 2.04 | $88 | $13.05 |
| T1012 | Alcohol and/or substance abuse services, skills development | 0.55 | $24 | Not a benefit |
| T1013 | per 15 min | 0 | $0 | Not a benefit |

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| T1017 | Behavioral Health Targeted Case management, each 15 minutes | 0.61 | $26 | $16.41 |
| T1023 | consideration of an individual for participation in a specified program or treatment protocol | 1.37 | $59 | $12.85 |

EXHIBIT C

THE CENTER for mental health
providing help, hope and healing

# 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. Identifying information may be released to Rocky Mountain Health Plans (RMHP) for payment and encounter reporting purposes. Except in specific situations defined in various laws, protected health information may not be disclosed without written authorization.

**Authorization for Use and Disclosure of Substance Abuse Information:** 42 CFR Part 2 specifically protects information about drug and alcohol abuse patients. 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/substance abuse information by The Center for Mental Health to following persons or entities:
□ An individual(name)_____;
□ A treating provider (name/business name) _____;
□ _____, a Health Information Exchange, and all of its participants with whom I have a treating provider relationship. If the last box is checked, I understand that I am entitled, upon request, to a list of all HIE participants to whom my information was disclosed.

**The Following Types of Information May Be Disclosed:**

□ Assessment, Diagnosis, and Evaluations
□ All Substance Use Disorder 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.
**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.

**Minors:** If this authorization pertains to a child under fifteen (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:** _____

| _____ | _____ | _____ |
|---|---|---|
| Client or Representative Signature | Date | Representative's Relationship to Client |