AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Purchase of Service Agrmt; CMH

Action Requested:

Parties to the Agreement:

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

Summary:

Contract with the Center for Mental Health for client services - Health and Human Services. Gunnison and Hinsdale counties.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, costs included in the 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/10/2020

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

Comments:
ok db 7/15/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/15/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 7/17/2020

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

Agenda Date: 7/21/2020

Revised April 2015

PURCHASE OF SERVICE AGREEMENT
REGIONAL CORE SERVICES -
SUBSTANCE ABUSE AND ADDITIONAL FAMILY SERVICES

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 Substance Abuse Services and Additional Family 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 Substance Abuse Services and Additional Family 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 Substance Abuse Services and Additional Family 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 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 "Community Rates" 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 those listed as the "Community Rates" on Exhibit B.

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 VIII. 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 X. COMPLIANCE

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:

- 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.

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.

3. 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.

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

Date: _____

Hinsdale County
Hinsdale County Department of Social Services

_____
Joni Reynolds, Director

Date: _____

Hinsdale County Board of County Commissioners

_____
Chair

Date: _____

Montrose County
Montrose County Department of Social Services

_____
Jennifer Sherwood, Director

Date: _____

Montrose County Board of County Commissioners

_____
Chair

Date: _____

Delta County
Delta County Department of Social Services

_____
Chuck Lemoine, Director

Date: _____

Delta County Board of County Commissioners

_____
Chair

Date: _____

EXHIBIT A
SCOPE OF WORK – SUBSTANCE ABUSE 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 Substance Abuse Services and Additional Family 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 Specific Services

When out-of-home placement of a child has occurred or is at imminent risk of occurring due to alcohol or drug related behavior, the Office of Behavioral Health's Managed Service Organization ("MSO") or Midwestern Colorado Mental Health Center staff will do a thorough evaluation or assessment of families referred by Counties' 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.

2. 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.

3. 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.

4. 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 Montrose, Delta and Gunnison.

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

6. Evaluations - an evaluation which includes a clinical interview, collateral contacts, and

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

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

8. Inpatient Substance Use Disorder Treatment For Adults - these services will be contracted with the MSO's in Regions 5 and/or 6 and must be approved by the Contractor. The Contractor will provide the screening necessary for inpatient treatment and will monitor the client while admission to inpatient is implemented.

9. Transitional Living For Adults - 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.

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

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 “Community Rates” 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

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

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

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

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 "Community Rates" 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 those listed as the "Community Rates" on Exhibit B.

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 VIII. 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 X. COMPLIANCE

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:

- 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.

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.

3. 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.

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

Date: _____

Hinsdale County

Hinsdale County
Department of Social Services

_____
Joni Reynolds, Director

Date: _____

Hinsdale County
Board of County Commissioners

_____
Chair

Date: _____

Montrose County

Montrose County
Department of Human Services

_____
Jennifer Sherwood, Director

Date: _____

Montrose County
Board of County Commissioners

_____
Chair

Date: _____

Delta County

Delta County
Department of Social Services

_____
Chuck Lemoine, Director

Date: _____

Delta County
Board of County Commissioners

_____
Chair

Date: _____

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 "Community Rates" 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

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

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

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