

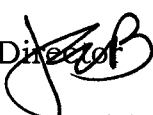


SCOTT COUNTY HEALTH DEPARTMENT
Administrative Center
600 W. 4th Street
Davenport, Iowa 52801-1030
Office: (563) 326-8618 Fax: (563)326-8774
www.scottcountyiowa.com/health



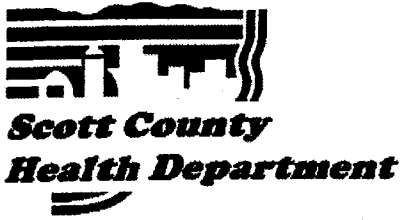
June 16, 2008

TO: C. Ray Wierson, County Administrator

From: Lawrence E. Barker, Director 

Subj: FY'09 Agency Agreements with CADS and Community Health Care

Attached, please find FY'09 Agency Agreements with CADS and CHC which are in need of Board of Supervisor approval and signature. Should you have any questions or concerns please feel free to contact me.



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Public Health
 Prevent. Promote. Protect.

Date: July 1, 2008

Agreement #: SCAA-CADS09

Agreement Parties: Scott County
 600 West 4th Street
 Davenport, IA 52801

Center for Alcohol & Drug Services, Inc.
 1523 South Fairmount Street
 Davenport, IA 52802

Agreement Amount: \$ 40,000.00 Prevention (\$30,000.00 County funds, \$10,000.00 State funds)
 \$285,442.00 Detoxification, Evaluation, and Treatment Services
 Funds up to \$130,000.00 Maximum Inmate Substance Abuse Treatment
 Funds up to \$68,000.00 Maximum Criminal Justice Client Case Management
 \$ 45,013.00 Jail Based Assessment and Treatment

Purpose: Provision of substance abuse prevention, evaluation, treatment, and aftercare services to residents of Scott County and inmates of Scott County Jail.

Agreement Period: This Agreement shall commence on July 1, 2008 and shall continue in full force and effect until June 30, 2009, unless either party wishes to terminate this agreement and provides the other party a written (90) day notice of termination.

Center for Alcohol and Drug Services, Inc. agrees to perform the work and to provide the services described in the Agreement for the consideration herein. The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the Scott County Board of Supervisors:

For and on behalf of Center for Alcohol and Drug Services, Inc. Board of Directors:

By: _____
 James V. Hancock, Chairman

By: Thomas P. McCarthy
 Thomas P. McCarthy, President

Date: _____

Date: 6/6/08

ATTEST:

Wes Rostenbach
 Scott County Auditor

I. Identification of Parties

- A. The Chairperson of the Scott County Board of Supervisors is the Authorized County Official for this Agreement. The Authorized County Official must approve any changes in the terms, conditions, or amounts specified in this agreement. Negotiations concerning this agreement should be referred to the Chairperson at telephone (563) 326-8749 or board@scottcountyiowa.com. The Scott County Board of Supervisors hereinafter will be referred to as Scott County.
- B. The President of the Board of Directors is the Authorized Center for Alcohol and Drug Services, Inc. Official for this Agreement. This individual is responsible for financial and administrative matters of this agreement. Negotiations concerning this agreement should be referred to the President at telephone (563) 322-2667. The Center for Alcohol and Drug Services, Inc. hereinafter will be referred to as CADS.

II. Term of Agreement

- A. The effective date and initial term of this Agreement shall begin on July 1, 2008 and shall continue until June 30, 2009. If either party wishes to terminate this agreement, said party shall deliver to the other party a ninety (90) day written notice of termination.
- B. This agreement may be amended in whole or in part, by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.

III. Scope of Services

- A. Prevention Services
 - 1. CADS agrees to provide consultation, education, and training to other community organizations, businesses and schools.
- B. Treatment of Substance Abuse Dependency Problems for Scott County Residents
 - 1. Through this agreement, CADS agrees to provide evaluation, detoxification services, and treatment of substance abuse (alcohol and drug) dependency problems for Scott County residents on a sliding fee scale.
 - 2. CADS agrees to provide a sufficient number of beds to meet any and all detoxification needs of Scott County residents.
 - 3. CADS agrees to exempt clients referred by the Scott County Community Services Department from the fee schedule.
 - 4. CADS agrees to provide social (non-medical) detoxification services (acute residential).

- C. Treatment of Substance Abuse Dependency Problems for Inmates of Scott County Jail
1. CADS agrees to provide services to inmates of the Scott County Jail that are consistent with the client's needs.
 2. CADS agrees to have available, at minimum, an aggregate of five (5) beds in (a) non-secure residential setting(s) for the placement of inmates or potential inmates into treatment.
 3. CADS agrees to make appropriate placements into halfway house and outpatient programs for said inmates that successfully progress from residential treatment.
 4. Placements will be determined through the use of American Society of Addiction Medicine (ASAM) placement and continued stay criteria.
- D. Case Management of Criminal Justice Clients
1. CADS agrees to work collaboratively with the Scott County Jail, Correctional Services, and the Courts in Scott County to provide an integrated substance abuse program that diverts inmates from jail into treatment, protects the interests of the community and provides a positive impact on the participants.
 2. CADS agrees to provide case management services for criminal justice clients (referred from the Scott County Jail, the Courts, or other alternative programs).
 3. Said services to include two full-time professional case management staff that provide the following services:
 - a. Court, jail, and criminal justice liaison activities
 - b. Placement screening
 - c. Transition planning
 - d. Referrals into other CADS programs and community resources
 - e. Client follow-up
 - f. Data collection
 - g. Other duties pertaining to client and program success.
- E. Jail-Based Treatment of Substance Abuse Dependency Problems for Inmates of Scott County Jail
1. CADS agrees to provide services to inmates of the Scott County Jail that are consistent with the client's needs.
 2. CADS agrees to make appropriate placements into halfway house and outpatient programs for said inmates that successfully progress from residential treatment.
 3. Placements will be determined through the use of American Society of Addiction Medicine (ASAM) placement and continued stay criteria.
 4. CADS agrees to provide case management services for criminal justice clients (referred from the Scott County Jail, the Courts, or other alternative programs).

IV. Manner of Financing

A. Prevention Services

1. Scott County will provide \$30,000.00 to CADS payable in twelve (12) monthly installments of \$2,500.00. Each installment shall be made available on the Monday following the first monthly meeting of the Scott County Board of Supervisors.
2. Scott County agrees to provide to CADS \$10,000.00 additional funds received from the Iowa Department of Public Health for state reimbursement to counties for substance abuse. These funds are payable in four quarterly payments of \$2,500.00.
3. Scott County and CADS agree that the state reimbursement is for the provision of prevention services and will be received as a match amount to expenditures for prevention services provided.
4. Both parties agree that the provision of these additional funds is contingent upon continued availability of Iowa Department of Public Health Substance Abuse Prevention funds.

B. Treatment of Substance Abuse Dependency Problems for Scott County Residents

1. Scott County will provide \$285,442.00 to CADS payable in one (1) monthly installment of \$23,786.87 and eleven (11) monthly installments of \$23,786.83. Each installment shall be made available on the Monday following the first monthly meeting of the Scott County Board of Supervisors.
2. Scott County and CADS each acknowledge that the annual payment specified on the cover sheet for treatment includes a limited supplemental appropriation for intermediate and long-term residential services and outpatient services provided by CADS.

C. Treatment of Substance Abuse Dependency Problems for Inmates of Scott County Jail

1. Scott County agrees to provide additional funding for inmate substance abuse treatment in an amount not to exceed \$130,000.00 per annum.
2. The above funding will supplement other sources and allow for a more intensive and flexible program of treatment.
3. Wherever possible, CADS will provide said services using traditional funding sources such as State reimbursement for substance abuse, individual insurance reimbursements, or other available funding sources.
4. Charges from CADS against this funding may be billed to Scott County on a monthly basis.
5. Said charges shall be made for actual services provided based on case rates for substance abuse services.
6. Said case rates shall be the same as the non-Medicaid case rates established by the Iowa Department of Public Health and Magellan Behavioral Health.

- D. Case Management of Criminal Justice Clients
 - 1. Scott County shall fund case management services in an amount not to exceed \$68,000.00.
 - 2. CADS shall submit to Scott County, on a monthly basis, a detailed accounting of expenses relating to the case management services for reimbursement.

- E. Jail-Based Treatment of Substance Abuse Dependency Problems for Inmates of Scott County Jail
 - 1. Scott County will provide \$45,013.00 to CADS payable in one (1) monthly installment of \$15,005.00 and two (2) monthly installments of \$15,004.00. Each installment shall be made available on the Monday following the first monthly meeting of the Scott County Board of Supervisors, for the period July through September.
 - 2. CADS will maintain a detailed accounting of monthly expenses relating to the jail-based treatment services for Scott County to review upon request.

- F. Scott County and CADS each acknowledge that the payments herein to be made are to supplement and not supplant other available sources of income to CADS, such as fees collected for services provided to individual patients.

- G. CADS shall not transfer between programs the total annual funds allotted to each program as specified in the Scott County budget submission, without prior Scott County approval of such transfers.

V. Liability and Indemnification

- A. Scott County shall be named as an additional insured under the comprehensive liability policy maintained by CADS and providing minimum coverage of \$1 million. A copy of the certificate of insurance shall be on file in the Office of the County Administrator.

- B. CADS shall hold harmless from and indemnify Scott County against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, incurred by any reason of any person or persons or property being damaged or injured by CADS or any agent or employee of CADS.

VI. Reports

- A. CADS agrees to submit the following reports to Scott County:
 - 1. Copy of Iowa Department of Public Health and Magellan Behavioral Health case rates for substance abuse services July 1, 2008 and any time such rates change

2. Copy of Iowa Department of Public Health Substance Abuse License and Review Summary (conducted every 3 yrs) Annually at the time of renewal
3. A revised budget estimate and program performance projections if different from the original request. Within thirty (30) days of the signing of this agreement
4. Charges for actual services provided to Scott County jail inmates for reimbursement Monthly
5. Detailed accounting of expenses related to the case management services for reimbursement Monthly
6. First quarter indicators: October 31, 2008
7. Second quarter indicators: January 30, 2009
8. Third quarter indicators: April 30, 2009
9. Fourth quarter indicators: August 31, 2009
10. Certified Public Accountant Audit report: November 1, 2009
11. Minutes, or a summary thereof, the monthly meetings of the CADS Board of Directors.
12. Notification of any significant changes in funding, salary levels, staffing or programming; including the expansion of existing programs, addition of staff positions or the addition of any new funding source and/or program in a timely manner.
13. All of CADS financial and statistical records will be open to Scott County for review upon request.

VII. Additional Conditions

- A. CADS shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapping conditions or religious affiliation.
- B. None of the funds provided through this Agreement shall be used for any partisan political activity nor shall they be used to further the election of any candidate for political office.