

Community Services Department

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July 13, 2009

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Authorized Agency Agreement

Vera French Community Mental Health Center (VFCMHC)

Enclosed is the proposed FY10 Agreement with the above listed agency. The changes are as described below.

The dates and contractual amounts are changed to reflect the Board's decisions during the budget review process.

The contract was reviewed by the agency. If any additional changes are requested, I will bring those to the attention of the Board at the Committee of the Whole meeting. I do not anticipate any changes other than editorial.

AGREEMENT

This agreement is made and entered into this 1st day of July, 2009, by and between Scott County, Iowa, a governmental unit of the State of Iowa (hereinafter referred to as Scott County), and the Vera French Community Mental Health Center (hereinafter referred to as CMHC), a nonprofit corporation that provides comprehensive mental health care services.

WITNESSETH

In that, effective July 1, 2009, all payments for services to persons with mental retardation, developmental disabilities and/or mental illness must be provided through a limited special services fund and under the auspices of an approved management plan, all activities provided under this contract shall be conducted in accordance with the Scott County Management Plan for Mental Health and Developmental Disability (MH/DD) Services. In consideration of the mutual covenants and agreements hereinafter set forth, Scott County and CMHC agree as follows:

1. Scott County shall make an annual payment to CMHC for the performance of its covenants of \$2,840,556 payable in twelve (12) monthly installments in the amount of \$236,713 for the following services: outpatient, community support program, community services, inpatient, housing corporation, day treatment/partial hospitalization, case monitoring, employment, and jail diversion. Each installment shall be made available on the day following the first monthly meeting of the Scott County Board of Supervisors. Issuance of these payments shall be predicated upon receipt of the statistical reports for the previous month, as identified in Section 5.

2. Scott County agrees to pay CMHC the funding levels identified in this Agreement for a twelve month period as consideration for CMHC providing comprehensive community mental health services to Scott County residents in accordance with Chapter 230A.15 and Chapter 346A of the Iowa Code and the Scott County Management Plan for Mental Health and Developmental Disability (MH/DD) Services. Minimum services shall also include such further services as both parties are empowered to deliver and which have been mutually promised by the parties hereto as a condition of receiving Federal/State grants in aid including available Iowa Mental Health/Mental Retardation Funds. Additional services, not contemplated herein, shall be provided within the capability of CMHC as determined by mutual consent of both parties and to the extent authorized by Chapter 230A.2 and Chapter 346A of the Iowa Code at a mutually agreed upon reimbursement rate. The comprehensive community mental health services shall be provided on a sliding fee basis or other financial eligibility criteria as required under in the Scott County Management Plan for MH/DD Services. Services and county funding amounts include:

Outpatient evaluation, diagnosis and treatment (\$1,458,706)

Community Support Services (\$468,599)

Consultation and Education (Community Services): including Outpatient Services at the Scott County Jail and at the Scott County Juvenile Detention Center as identified in Appendix #1. (\$68,549)

Case Management (\$701,109) and Case Monitoring Services (\$163,750)

Inpatient evaluation, diagnosis and treatment at Genesis Hospital or designated hospital (\$80,901)

CMHC agrees to provide inpatient mental health services to Scott County indigent and Center patients. Center patients shall be provided services upon their consent. Center patients is hereby defined as a patient having an open case at CMHC where the patient has been seen at CMHC within a 90 day period or has been identified by CMHC as a chronic client who may be seen less often. Individual CMHC staff whether full or part time shall not bill Scott County for providing inpatient services to indigent County residents who are committed under Chapter 229 of the Iowa Code.

Emergency evaluation, diagnosis and treatment

Pre-Admission screening as established by Chapter 225C.14 and 225C.15 of the Iowa Code and subsequent legislation for establishing such for local inpatient mental health treatment. Screening will be done in accordance with the Psychiatrist-on-call system. Within the CMHC staff constraints, pre-admission screening will be provided by CMHC staff. However, the County realizes that the Psychiatrist-on-call system consists of both CMHC staff and non-CMHC staff and that all reports or pre-admission screenings for patients who are residents of Scott County will be reviewed by CMHC staff prior to referral and/or placement.

Residential services as identified in Supplemental Agreement/Pine Knoll Lease, Housing Corporation, and community housing services through the Vera French Housing Services. (\$1,378,191)

Day Treatment/Partial Hospital (\$332,538)

Employment Services (\$83,100)

Jail Case Management Services/Jail Diversion including mental health evaluations, treatment services and psychiatric time (\$128,522)

3. CMHC agrees to provide Medicaid case management services to persons with chronic mental illness under the Contract for Medicaid Case Management Services between Scott County and the Vera French Community Mental Health Center. Scott County will act as the enrolled provider for Medicaid case management for FY2010. CMHC will maintain responsibility for preparation of all needed billings and will submit such billings and required documentation to Scott

County. Scott County agrees to remit to CMHC Medicaid case management payments received by the County based upon submitted billings. Remittance will be immediately processed and will be available on the day following the first monthly meeting of the Scott County Board of Supervisors following processing.

4. CMHC shall provide residential services to persons with chronic mental illness as identified in the Supplemental Agreement/Pine Knoll Lease and through SCL services in the community. Scott County agrees to designate funding in the amount of \$1,322,300 to this program. The Medicaid match, which will be the responsibility of Scott County, for services billed under this program as Habilitation Services, will be paid through this approved budgeted appropriation. Payment shall be made to the CMHC on a monthly basis following withholding for estimated Habilitation match charges of \$20,000 per month. Eleven (11) monthly installments shall be paid at \$90,191.67.

Scott County and CMHC will meet once a quarter to review the county's non-federal share/match amount paid for Habilitation Services and the CMHC monthly payment to ensure the CMHC's monthly payment amount is at the appropriate level so as to avoid a large adjustment payment from the CMHC or the county at the end of the year.

An estimated June payment shall be made on the normal payment schedule, taking into account the estimated amount of Habilitation match charges outstanding for the contract year. Following receipt of all Habilitation match billings for the contract period and any prior year's state retroactive adjustment occurring during the contract year, a final adjustment payment/refund will be made between Scott County and CMHC to assure that the yearly payment under this contract is equivalent to the appropriated level.

5. CMHC shall provide to Scott County on a monthly basis all information needed to maintain compliance with the Scott County Management Plan for Mental Health and Developmental Disability (MH/DD) Services, including the required application, enrollment and service authorization information for consumers referred to the CMHC programs. CMHC shall maintain on site all individual consumer information required by the Iowa Department of Human Services as the minimum data set and shall make such information available to Scott County as requested. CMHC shall also submit new State Payment Program (SPP) applications as well as expenditures on a monthly basis. Scott County will submit new applications to the Iowa Department of Human Services for approval. Scott County will notify CMHC when SPP cases are approved.

6. In addition CMHC shall submit a monthly statement to Scott County for county subsidized services in the Outpatient, Community Support, Day Treatment (Partial Hospital), Inpatient, Residential, Case Monitoring, Employment and Jail Case Management/Jail Diversion. A separate statement of services shall be submitted for each of these programs and shall include the consumer's name, date of birth, social security number, units of service by agreed upon service type, assigned chart of account number, cost of the service, client financial

participation, and cost to the county. Statements shall reflect the Negotiated Rate as developed through the County Rate Information System (CRIS), the Habilitation Services rate, or another rate as agreed upon by the CMHC and the County.

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

8. CMHC shall employ the consumer fee schedule and policies adopted in the Scott County Management Plan for MH/DD Services. Any such consumer fee determined shall be reported to Scott County as a part of the monthly statements of services submitted pursuant to Section 6 and shall serve to reduce the cost to the county by an amount equivalent to the determined fee. CMHC shall be responsible for collecting any determined consumer fees. Such fees determined under the fee schedules shall be considered the full and final liability of the consumer to Scott County pursuant to this contract.

9. CMHC, through their Emergency Services Program, shall make such services available to all persons requiring emergency intervention. These services shall include crisis intervention, stabilization and referral of non-County residents to the Mental Health Center in their County of permanent residence.

10. CMHC 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, handicapped condition or religious affiliation. Funds provided hereunder shall not be used for any partisan political activity nor shall they be used to further the election of any candidate for political office. CMHC shall also protect the human and legal rights of all clients by assuring them their right to confidentiality.

11. CMHC shall not transfer between programs more than ten percent (10%) or \$10,000, whichever is less, of the total annual funds allotted by Scott County to each program as specified in the Scott County Budget submission without prior Scott County approval of such transfers.

12. CMHC shall provide Scott County with:

- A. A revised budget estimate and program performance projections if different from the original request, within thirty (30) days of the signing of this agreement.
- B. Quarterly reporting on performance indicators and financial data as specified in the Scott County Budget submission.
- C. 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.

- D. Minutes, or a summary, of the monthly meetings of the CMHC Board of Directors.

13. CMHC shall provide Scott County with an independent Certified Public Account audit for FY2010. The audit shall be delivered on or before November 1, 2010. Further, all of CMHC financial and statistical records will be open to Scott County.

14. CMHC shall keep in full force and effect during this contract, general liability insurance with per claim and aggregate limits of at least two million dollars (\$2,000,000.00). CMHC shall also keep or cause to be kept in full force and effect during this contract, malpractice insurance for its professional staff, including physicians, psychologists, nurses and social workers, with per claim and aggregate limits of at least two million dollars (\$2,000,000.00). General liability and professional malpractice insurance maintained by CMHC as provided above (except for individual physician's policies) shall name Scott County as an additional insured. Copies of the insurance certificates for the term of the contract shall be on file in the Scott County Administration Office. CMHC will submit to Scott County documents affirming that the agency holds errors and omissions coverage and such documentation be on file in the Scott County Office of Administration.

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

16. This agreement may be amended in whole or part by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.

17. The terms of this agreement shall be for one year, July 1, 2009 to June 30, 2010. If either party wishes to terminate this agreement, said party shall deliver to the other party a ninety (90) day written notice of termination.

APPENDIX #1

1. As part of the Scott County Jail Health Care Plan, CMHC will provide the availability of a mental health professional and render the following services within the confines of its approved budget for FY2010:

- A. Performance of preliminary mental health evaluations of jail inmates at their request and with their consent, or at the request of the Jail Administrator, to be conducted at the jail. Approximately eight (8) hours per week will be available.
- B. The performance of diagnostic evaluations of jail inmates at their request and with their consent, or at the request of the Jail Administrator, to be conducted at the Center while in the custody of the appropriate law enforcement agency, or at the jail facility. Approximately eight (8) hours of such service will be available per week.
- C. Performance of treatment services and follow-up treatment for jail inmates at their request and with their consent, to be conducted at the Center or at the jail facility. Such service will be available approximately six (6) hours per week.

The provision of training for the jail staff at the jail facility in psychological aspects of incarceration including suicide prevention, the recognition of the symptoms of mental illness and awareness of their role in interpersonal relationships.

2. As part of the Scott County Juvenile Detention Center Health Care Plan, CMHC will provide the availability of a mental health professional to render the following services within the confines of its approved budget for FY2010:

- A. Performance of preliminary mental health evaluations (Suicide Assessments) of juvenile detainees at their request and with their consent, or at the request of the Juvenile Court Manager, to be conducted at the Detention Center. Approximately three (3) hours per week will be available.
- B. The performance of diagnostic tests and evaluations of juvenile detainees at their request and with their consent, or at the request of the Juvenile Court Manager, to be conducted at CMHC while in the custody of the appropriate law enforcement agency, or at the Juvenile Detention Center facility. Service to approximately 1.5 clients will be made available per month. Written reports

shall be forwarded to the Juvenile Court Manager within two weeks of the evaluation.

3. Both Juvenile and Adult facilities shall be provided psychiatric emergency services before 8 a.m., after 5 p.m. Monday through Friday; on weekends and holidays; and hospitalizations at Genesis Medical Center through the psychiatrist-on-call with payment by the County to the Hospital and non-CMHC psychiatrist based upon Board of Supervisors' resolution. Within the CMHC staff constraints, psychiatric emergency services shall be provided by CMHC staff, through the psychiatrist-on-call mechanism. However, the County realizes that the psychiatrist-on-call system consists of both CMHC staff and non-CMHC staff.
4. A written description of these various mental health services shall be made available to staff and inmates and to other service providers at each facility.
5. Mental health services shall be coordinated with other health and human services provided to the Juvenile Detention Center and adult jail staff and detainees.
6. In order to establish and maintain an effective working relationship with inmates and to satisfy professional ethical obligations, mental health service providers shall not be required to disclose their clinical records to staff or to other service providers without informed consent, except in life-threatening emergencies.

Jim Hancock, Chairman
SCOTT COUNTY BOARD OF SUPERVISORS

Date

Ted Rogalski
President, Board of Directors
Vera French Community Mental Health Center

Date

ATTEST:

Roxanna Mortiz, Scott County Auditor

Date

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

JULY 23, 2009

APPROVAL OF FY2010 CONTRACTUAL AGREEMENT BETWEEN THE VERA
FRENCH COMMUNITY MENTAL HEALTH CENTER AND SCOTT COUNTY

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the FY2010 contractual agreement between Scott County and the Vera French Community Mental Health Center for the provision of mental health services to the citizens of Scott County is hereby approved.

Section 2. The chairman is hereby authorized to sign said agreement.

Section 3. This resolution shall take effect July 1, 2009.