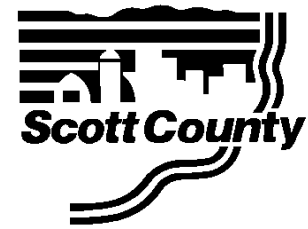


**Community Services Department**  
600 W. 4<sup>th</sup> St.  
Davenport, Iowa 52801



**(563) 326-8723      Fax (563) 326-8730**

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July 9, 2012

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Authorized Agency Agreement  
Vera French Community Mental Health Center (VFCMHC)

Enclosed is the proposed FY13 Agreement with Vera French Community Mental Health Center.

The FY13 agreement is only for the time period of 7/1/12 to 12/31/12. The center is aware of the funding issues the county faces. The county may not have enough money to fund beyond December. A new agreement will be negotiated for the remaining months of FY13 if the county receives Transition Funds from the Legislature. If the county does not receive those funds, Vera French Community Mental Health Center may not be able to serve uninsured individuals in Scott County or from any other county. They may start a waiting list for the uninsured. The center may also discharge current patients who have no insurance. Vera French Community Mental Health Center will only be able to see/treat individuals who have Medicaid, Medicare, other third party insurances or who are private pay.

The contract was reviewed by the agency. I will be available at the Committee of the Whole meeting to address questions.

## AGREEMENT

This agreement is made and entered into this 1<sup>st</sup> day of July, 2012, 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, 2012, 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 participate in supporting the CMHC for the performance of outpatient services, Community Support Program, Residential Services (RCF/PMI), Housing Corporation and Day Treatment at a program funding level up to \$3,355,134. Payments shall be made on a quarterly basis. Issuance of these payments shall be predicated upon receipt of the statistical reports for the previous months, as identified in section 4.
2. The CMHC is hereby notified that the county may not have sufficient MH/DD funds for the entire fiscal year. Contract amounts will be made quarterly with the understanding that if the county does not receive "Transition Funds" from the DHS/2013 Legislature, the CMHC will not receive any funds beyond December 31, 2012. If the county receives "Transition Funds", CMHC and the county will negotiate a contract for the remaining six months of the fiscal year. As of July 1, 2012, the State of Iowa will manage and pay for all Medicaid services (ID Waiver, Habilitation and Case Management). The counties will manage and pay for non-Medicaid services only. The county will only have the funds in the MH levy to use for non-Medicaid services in the county MH/DD budget.
3. Scott County agrees to pay CMHC the funding levels identified in this Agreement 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. 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 maximum county funding amounts include:

- A. Outpatient evaluation, diagnosis and treatment. (\$1,429,556)
- B. Community Support Services. (\$468,599)
- C. Emergency evaluation, diagnosis and treatment.
- D. Residential Services as identified in Supplemental Agreement/Pine Knoll Lease and Housing Corporation. (\$1,082,300).
- E. Housing Corporation. (\$55,891)
- F. Day Treatment/Partial Hospital. (\$318,788)

CMHC is under no obligation to serve Scott County uninsured individuals after December 31, 2012 if no funding or inadequate funding is available to serve these clients. CMHC may create a waiting list for uninsured individuals requesting service. The waiting list will also apply to other county uninsured individuals and new SPP cases.

4. 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 or on a waiting list.
5. In addition CMHC shall submit a monthly statement to Scott County for Scott County subsidized services in the Outpatient, Community Support, Day Treatment (Partial Hospital), and Residential. A separate statement of services shall be submitted for each of these programs and shall include the consumer's name, 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) or another rate as agreed upon by the CMHC and the County.
6. 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 5 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.

7. CMHC, through their Emergency Services, 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.
8. 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.
9. 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.
10. 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 measurements/budget outcomes 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 that may affect Scott County funding or Scott County funded clients.
  - D. Minutes, or a summary, of the monthly meetings of the CMHC Board of Directors.
11. CMHC shall provide Scott County with an independent Certified Public Account audit for FY2013. The audit shall be delivered on or before November 1, 2013. Further, all of CMHC financial and statistical records will be open to Scott County.
12. 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 will be on file in the Scott County Office of Administration.

13. 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.
14. 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.
15. The terms of this agreement shall be for six months, July 1, 2012 to December 31, 2012. If either party wishes to terminate this agreement, said party shall deliver to the other party a ninety (90) day written notice of termination.

\_\_\_\_\_  
TOM SUNDERBRUCH, CHAIRMAN  
SCOTT COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DR. ROBERT ANDERSON  
PRESIDENT, BOARD OF DIRECTORS  
VERA FRENCH COMMUNITY MENTAL HEALTH CENTER

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
ROXANNA MORITZ, 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

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

JULY 19, 2012

APPROVAL OF FY2013 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 FY2013 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, 2012.