

**Community Services Department**

600 W. 4<sup>th</sup> St.  
Davenport, Iowa 52801



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

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August 19, 2013

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Vera French Community Mental Health Center (VFCMHC) FY14 Agreement

Enclosed is the proposed FY14 Agreement with Vera French Community Mental Health Center.

The FY14 agreement is much different than in previous years as services had been paid through a block grant. Starting July 1, 2013, the Outpatient Services and Community Support Services (Frontier/Carol Center) are paid on a "fee for service" basis. The rates for those specific services are listed in the agreement. Billing for these services is anticipated to reach the budgeted amount of \$1,898,155, but could be more or less depending on the needs of people in our community. The county will pay for services for individuals who have no insurance or for individuals who have no mental health coverage. The "Fee for Service" system allows for better tracking of people who need the services.

Pine Knoll Residential Program and Day Treatment will continue to be paid for through a block grant. The center will receive \$1,138,191 for Pine Knoll and another \$159,394 for the Day Treatment program. The Day Treatment program will only be paid for through 12/31/13.

There is also a paragraph in the agreement that addresses Medicaid Expansion January 1, 2014 as the county is the payer of last resort. Vera French and Scott County will work together to assist individuals in applying for the insurance coverage.

The dates and the contracted amounts reflect the Board's decision during the budget process. 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, 2013, 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, 2013, all payments for services to persons with intellectual disabilities, 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 Residential Services (RCF/PMI) and Housing Corporation at a program funding level of \$1,138,191. Scott County shall participate in supporting the CMHC for the performance of Day Treatment in the amount of \$159,394 (six months of FY14). Payments shall be made on a monthly basis. Issuance of these payments shall be predicated upon receipt of the statistical reports for the previous months, as identified in section 4.
2. Scott County will provide funding on a fee for service basis for Outpatient Treatment and Community Support Program. The following are the rates and services agreed upon:

(90792) Outpatient – Evaluation Physician/ARNP	\$491.22
(90791) Outpatient – Evaluation by Therapist	\$327.48
(90853) Group Therapy- 1 hr (Therapist)	\$ 82.00
(90853) Group Therapy- 2 hr (Therapist)	\$165.00
(99212) Medication Check 15 mins	\$148.00
(99213) Medication Check 30 mins	\$242.00
(90834) Therapy 45 mins (Therapist)	\$142.00
(90837) Therapy 1 hr (Therapist)	\$207.00
(90832) Therapy 30 mins (Doctor/ARNP)	\$148.00
(90834) Therapy 45 mins (Doctor/ARNP)	\$249.00
(90837) Therapy 1 hr (Doctor/ARNP)	\$364.00
(90899) Medication Management	\$144.03
Community Support Program (COA 42396)	\$408.60

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.
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 Day Treatment and Residential 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.
5. Scott County will process all new individuals and issue notice of decisions for Outpatient Services and Community Support programs to CMHC. CMHC will process reauthorizations and send Scott County any new/additional application information so it can be entered into the data system for payment. Scott County will pay CMHC \$25 per reauthorization application until 12/31/13.
6. CMHC shall submit a monthly statement to Scott County for Scott County subsidized services in the Day Treatment and Residential. A separate statement of services shall be submitted for each program 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.
7. CMHC shall submit a monthly bill for payment to Scott County for the consumers who were previously on the State Payment Program (SPP) last fiscal year residing at the Pine Knoll Residential Program. Although the SPP program has ended, Scott County wants to monitor/track the "SPP" costs for DHS and Legislators. The daily rate will remain the same as last fiscal year-\$215.74.
8. With the implementation of the Affordable Healthcare Act and Medicaid Expansion, the CMHC and Scott County will work together to ensure consumers are enrolled in an insurance plan by 1/1/14. Scott County is the payer of last resort. Consumers who are eligible for insurance must apply.

9. CMHC and Scott County shall utilize the consumer sliding fee scale and policies adopted in the Scott County Management Plan for MH/DS Services. Any such consumer fee determined shall be reported to CMHC and 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 scale shall be considered the full and final liability of the consumer to Scott County pursuant to this contract.
10. CMHC, through their Emergency Services, shall make such services available to all persons requiring emergency intervention. These services shall include crisis intervention and stabilization. CMHC will work with consumers to get application information and required documentation. CMHC will forward the information to Scott County as soon as feasible. Scott County will pay CMHC for emergency services provided as long as Scott County has the consumer information to process the payment in the data system.
11. 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.
12. 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.
13. CMHC shall provide Scott County with:
  - A. Quarterly reporting on performance measurements/budget outcomes and financial data as specified in the Scott County Budget submission.
  - B. 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.
  - C. Minutes, or a summary, of the monthly meetings of the CMHC Board of Directors.

14. CMHC shall provide Scott County with an independent Certified Public Account audit for FY2014. The audit shall be delivered on or before November 1, 2014. Further, all of CMHC financial and statistical records will be open to Scott County.
15. 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.
16. 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.
17. 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.
18. The terms of this agreement shall be for the period, July 1, 2013 to June 30, 2014. If either party wishes to terminate this agreement, said party shall deliver to the other party a ninety (90) day written notice of termination.

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LARRY MINARD, CHAIRMAN  
SCOTT COUNTY BOARD OF SUPERVISORS

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DATE

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JEFF LOCKWOOD  
PRESIDENT, BOARD OF DIRECTORS  
VERA FRENCH COMMUNITY MENTAL HEALTH CENTER

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DATE

ATTEST:

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ROXANNA MORITZ, SCOTT COUNTY AUDITOR

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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

August 29, 2013

APPROVAL OF FY2014 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 FY2014 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, 2013.