

Signed: [unclear]

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## REGIONAL MENTAL HEALTH CRISIS SERVICES AGREEMENT

This Agreement is entered into by Eastern Iowa Mental Health/Disability Services Region, an organization of counties pursuant to Iowa Code § 331.389 ("EI Region") and Robert Young Center, an Illinois not-for-profit corporation ("RYC") this 14<sup>th</sup> day of January, 2016 ("Agreement").

### Background

A. There is no organized mental health crisis system in the five Iowa counties of Cedar, Clinton, Jackson, Muscatine and Scott ("Service Area") served by EI Region.

B. EI Region wishes to develop a full continuum of mental health crisis services across its Service Area that are locally delivered and regionally managed with statewide standards.

C. RYC is a comprehensive community mental health center that is nationally recognized for its integration of physical and behavioral health services across the entire care continuum.

D. RYC is experienced in operating behavioral health crisis intervention services available 24 hours a day.

E. RYC is willing to develop, implement and manage the mental health crisis services for the residents of the Service Area ("EI Residents"), with a "Phase I" focus on a 24-hour crisis line and crisis evaluation services as described in this Agreement. Future phases may address 23-hour crisis observation and holding services, crisis stabilization community-based services, and crisis stabilization residential services.

### Agreement

In consideration of their mutual promises, the parties agree as follows:

1. Scope of Services. RYC will provide or arrange for the defined services detailed below to the EI Region and EI Residents.

1.1. Crisis Evaluations. RYC will coordinate and arrange for crisis evaluation services, including crisis screening and crisis assessment, in accordance with the requirements of IAC § 441-24.32. Crisis screenings and assessments will be conducted via telehealth, often in the emergency departments of hospitals located in the Service Area, or may be conducted face-to-face and may include Mobile Crisis within Cedar County.

A. Evaluation Components. Each crisis evaluation will be comprised of a screening, assessment, stabilization plan, and discharge plan. The crisis screening will determine the risk level, precipitating factors of the crisis, the

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individual and family functioning needs, the diagnosis (if present), and initiate the stabilization plan and discharge plan. The stabilization plan will include a short-term strategy used to stabilize the crisis and also incorporate the discharge plan. The discharge plan is used post-crisis to provide the guidance and follow-up care in order for the patient to remain in a stable condition.

B. Staff Credentials. A Mental Health Professional ("MHP") will initiate the crisis screening, assessment, stabilization and discharge plan. The MHP must meet the following requirements:

- The individual has experience in a Mental Health related field and is supervised by a licensed mental health professional;
- The individual holds a current Iowa License if practicing in a field covered by an Iowa licensure law; and
- The MHP must collaborate with an Iowa licensed Emergency Department physician to complete the Crisis Evaluation process.

Additionally, the MHP will consult with the emergency department staff to determine appropriate disposition of patient.

C. Crisis Response Team. The Crisis Response Staff will be located in the emergency department to assist the emergency room staff to expedite screening, evaluation and disposition. Additionally, they will work in tandem with the MHP to assist in the completion of the crisis screening and discharge planning. Crisis Response Team Social workers will assist ED staff by providing for the successful discharge of the patient back to the community.

1.2. 24-Hour Crisis Line. Pursuant to IAC 441-24.34, RYC agrees to expand its 24-hour crisis line to the Service Area. The 24-hour line will provide counselling, crisis service coordination, information and referral, linkage to services, and crisis screening. The 24-hour crisis line will be an integrated component of the EI Region's Crisis System. This service will have the capability to direct individuals with severe psychiatric crisis to the ED or to contact local law enforcement agencies to conduct a wellness check. The dedicated crisis line for RYC provides daily activity reports to RYC that includes the caller's city, nature of the call and disposition. Call Center staff have the ability to identify a caller's location and will contact the RYC and/or the local police department in instances where there is a credible threat to self or others. After receiving notification the RYC providers will reach out to these clients that utilized the crisis line and follow up on their current status.

1.3. Coordination and Management. In collaboration with EI Region, RYC will take the lead in the development, coordination and management of Phase One of the EI Region's Mental Health Crisis System. The overarching goal of the Crisis System is to provide crisis services as defined in the Iowa Administrative Code (IAC) Section 441 across the entire Region to evaluate for appropriate disposition after a crisis, stabilize

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the individuals in the least restrictive environment, and provide care coordination post crisis to ensure that the individual receives the right amount of care, in the right setting at the right time. The Crisis System will contain multiple access points that include hospital emergency departments and other community sites throughout the Service Area to be determined. (In later stages at least one location will be developed to which individuals in crisis can be referred in order to resolve their crisis over a period of hours or days.) RYC will assist the EI Region in the coordination and standardization of the crisis service continuum. RYC understands that there are key stakeholders in the region and will establish partnerships with willing mental health providers, hospitals, law enforcement agencies, and the courts to provide a seamless crisis service continuum.

1.4. Provider Contracts. RYC will enter into contracts with qualified mental health providers and other community service access points to assist in the delivery of crisis evaluation and stabilization services. Such contracts will require that providers bill government (Medicare, Medicaid, etc.) and private payors for the providers' services when such coverage is available. Providers will be provided a set funding amount per position type. Service reimbursement will be tracked over the course of the contract to demonstrate a level of sustainability. Data will be used to determine funding amounts per position type in subsequent years.

1.5. Foundational Services. RYC will establish four strategic pillars to support the Crisis System. The pillars will work together to ensure that the new crisis services continuum provides the best outcome for every patient every time. The four pillars include: Quality, Utilization Review, Clinical Services, and Care Coordination.

A. Quality. The purpose of this pillar is to assure that the Crisis System provides services that are reliable, effective, patient-centered, timely, and efficient. This is accomplished through continued monitoring and improvement of the care provided and Crisis System operations.

- Quality Improvement (QI). A QI team will ensure that the crisis continuum of care and its employees implement processes to improve crisis care delivery and satisfaction.
- Quality Assurance. The Quality Assurance (QA) process will measure crisis services as defined in IAC 441–Chapter 24 for Crisis Evaluation (24.32). The QA team will review on a monthly basis at minimum, clinical documentation and outcomes that are based on policies and procedures established for crisis services following IAC 441–Chapter 24.

B. Utilization Review. Utilization Review (UR) will be implemented using a collaborative, multidisciplinary team-driven model to ensure that services provided are medically necessary and provided at the most appropriate level with regard to safety and effectiveness, and in a manner in which the consumer can be reasonably expected to benefit from them.

C. Clinical Services. The third supporting pillar is to provide onsite counseling and psychiatric care allowing for continuity of care after a crisis for those patients who do not have a community psychiatric provider.

D. Care Coordination. The Care Coordination Program will work with patients and their current providers to improve access and facilitate care. Care Coordinators will assist individuals who do not have a psychiatric provider or therapist and link them to a provider within the Crisis System. Consumers' access to crisis intervention service will be enhanced by establishing telehealth within their communities. RYC will work closely with participating community agencies and law enforcement to improve collaboration and communication, identify any gaps in the delivery of care and to identify issues related to access to these services.

1.6 Outcomes. Outcomes for the Crisis System will fall into five categories: (1) health outcome measures; (2) preventative services; (3) practice transformation; (4) utilization measures; and (5) access and experience measures. Outcome measures will be identified and reported to the Steering Committee on a monthly basis. Preliminary metrics to be reported to the Steering Committee are identified on Attachment B.

1.7 Steering Committee. To ensure that the RYC/EI Region Mental Health Crisis System meets the vision of providing the best outcome for every patient every time, RYC will establish a Steering Committee to meet at least quarterly. The Steering Committee will consist of leadership from EI Region and RYC to provide ongoing review and recommendations regarding the Crisis System. The Quality Improvement and Quality Assurance team will provide data collection and analysis monthly. The Quality Improvement team will also review data trends and provide initiative recommendations to effect change. Both of these teams will provide analytical reports to the Steering Committee for review. The Steering Committee will help drive the initiatives and directions of the Crisis System.

2. Payment. EI Region will provide the funds necessary to develop and implement the crisis services described in this Agreement. RYC shall utilize funds for its management, administrative and staffing expenses related to this Agreement, and to compensate other crisis service providers in the Service Area and pay for data collection as necessary.

2.1 Amount & Timing. On the Effective Date of the Agreement (see Section 6.1), and every three months thereafter, EI Region shall pay Eight Hundred Thousand Dollars (\$800,000) to RYC, provided that the total funding for Phase 1 in the first contract year shall not exceed \$3,184,087, in accordance with the approved project budget (see Attachment A). The parties acknowledge that this block grant funding may transition to blended funding sources in future years.

2.2 Accounting. RYC will provide to the Steering Committee a quarterly financial report accounting for all expenses incurred under this Agreement. Any subcontracted funds not utilized at the end of the funding year, including any unspent

contingency amounts, shall be brought forward into the next funding year if the Agreement is renewed, or if not shall be returned by RYC to EI Region.

2.3 Modifications. The Agreement amount is established on an estimated basis and may be increased at any time during the term. EI Region may decrease the amount if sufficient funds have not been appropriated or otherwise made available to EI Region. RYC will be notified in writing of any payment adjustment, and RYC shall be paid for all work satisfactorily performed and commitments made prior to notice of any payment adjustment.

2.4 Management Fee. In recognition of its substantial early preparation work and necessary commitment of organizational time and resources to perform its obligations under this Agreement, RYC will be entitled in all events to payment of its full management fee, regardless of any modifications to or early termination of this Agreement or any other unforeseen circumstances.

3. Relationship. The relationship between EI Region and RYC is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship, including one of employment, agency, partnership, or joint venture. Each party shall maintain social security, workers' compensation, and all other employment benefits covering its employees as required by law.

4. General Obligations.

4.1 Compliance with Laws. Each party agrees, in the performance of its obligations under this Agreement, to comply with all applicable federal, state, and local laws and regulations, including those pertaining to nondiscrimination and equal employment opportunity.

4.2 Confidentiality of Records. The parties agree to maintain the confidentiality of all individually identifiable information regarding mental health crisis services provided to EI Residents. The parties do not anticipate any disclosure or exchange of Protected Health Information as covered by the Health Insurance Portability and Accountability Act and implementing regulations (HIPAA), but if a need to do so arises, they will enter into a Business Associate Agreement and otherwise comply with HIPAA.

4.3 Dispute Resolution. Any controversy, dispute, or disagreement arising out of or related to this Agreement or the asserted breach thereof, shall be first submitted to the Steering Committee to seek a resolution. If the Steering Committee is unable to resolve the dispute within thirty (30) days, either party may request that the matter be submitted to a special committee of six composed of (i) the Chair and Co-Chair of the Regional Directors, and the CEO of the EI Region, and (ii) the President, the Chief Operating Officer, and the Chief Financial Officer of RYC. If the special committee is unable to resolve the dispute within ten (10) business days, then either party may request that the parties meet in good faith in Davenport, Iowa within ten (10) business days of the other party's receipt of the request, to resolve the dispute by mediation using the then-current AAA Mediation Procedure or any other mutually agreed

mediation service. Should the dispute between the parties not be resolved within ten (10) business days of the mediation, each party shall retain all rights to bring an action regarding such matter in accordance with law.

5. Liability, Indemnification, and Insurance.

5.1 Liability. Neither party assumes liability for actions of the other party under this Agreement including, but not limited to, the negligent acts and omissions of the other party's agents, employees or subcontractors in the performance of their duties as described under this Agreement.

5.2 Indemnification. Each party shall defend, hold harmless and indemnify the other party against any and all claims, liability, damages or judgments asserted against, imposed or incurred by the other party that arise out of acts or omission of the indemnifying party's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

5.3 Liability Insurance. RYC shall procure and maintain, at its own expense and at a minimum, professional liability insurance or a self-insurance program with coverage in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate.

6. Term and Termination.

6.1 Term. The initial term of this Agreement shall be for a period of one year, commencing on January 14, 2016 (the "Effective Date"). This Agreement shall automatically renew for successive one-year periods unless either party provides the other with a notice of non-renewal or a notice of desire to negotiate adjustments in costs and program services at least 90 days in advance of the contract anniversary date. Additionally, either party may at any time provide the other with at least ninety (90) days notice of a desire to negotiate adjustments in costs and program services in connection with a mutually agreed move to Phase 2 or a later phase of the development of behavioral health crisis services that builds upon the Phase 1 services developed under this Agreement.

6.2 Termination for Cause. Either party may terminate this Agreement upon a material breach by the other party of any obligation under this Agreement provided the breach remains uncured after thirty (30) days written notice of the specific default to the other party.

6.3 Termination Without Cause. Either party may terminate this Agreement by providing at least ninety (90) days notice to the other party.

7. Other Terms and Conditions.

7.1 Non-Exclusion. RYC represents that it is not excluded, debarred, or suspended from, and remains eligible to participate in, federally funded health care programs, including Medicare and Medicaid.

7.2 Entire Agreement. El Region and RYC understand and agree that this Agreement constitutes the entire agreement between them and supersedes all prior agreements or oral discussions with respect to this subject.

7.3 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing and signed by the parties.

7.4 No Assignment. No party may assign its rights to or delegate its obligations under this Agreement without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be void and of no effect.

7.5 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

7.6 Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

7.7 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. No provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

7.8 Notices. Except as provided otherwise in this Agreement, any and all notices necessary or desirable to be served hereunder shall be in writing and shall be delivered personally, sent by certified mail or overnight delivery service at the address set forth below, or to such other address or facsimile number as the party may designate in writing.

Eastern Iowa Mental Health/ Disability Services Region  
Muscatine County Community Services  
315 Iowa Avenue  
Muscatine, IA 52761  
Attention: CEO

Robert Young Center  
4600 3<sup>rd</sup> Street  
Moline, IL 61265  
Attention: President

7.9 Authorization. Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing. The execution and performance of this Agreement by each party has been duly authorized by all necessary corporate action, and this Agreement constitutes the valid and binding obligation of each party, enforceable against such party in accordance with its terms.

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IN WITNESS WHEREOF, this Agreement has been executed as of the date stated above.

EASTERN IOWA MENTAL HEALTH/  
DISABILITY SERVICES REGION

By: John J Willey  
Title: Chairman

ROBERT YOUNG CENTER

By: Ann Duke  
Title: President



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## ATTACHMENT A

### Phase 1

165,000	24/7 Crisis Line (Phone, mobile, text and mobile crisis unit for Cedar county)
781,248	Licensed Staff (LMHC, LISW)
218,749	Benefits related to the Licensed Staff
520,000	Care Coordinators
145,600	Benefits related to the Care Coordinators
133,120	Quality & Utilization Management employees
37,274	Benefits related to the Quality & Utilization Management employees
83,200	Project Manager
23,296	Benefits related to the Project Manager
205,000	IT cost (computer/equipment, software, IT support and database)
64,000	Telepsych equipment (microphones, camera, software, interface and IT support)
132,600	Non-salary expense (QOL tool, VW upgrade, Supplies and Mileage)
150,000	Data tracking 5 counties - HIPPA compliant (reimbursement to outside agencies for data submission)
<u>125,000</u>	Contingency
2,784,087	
<u>400,000</u>	Management Fee/Overhead (Crisis Management Leadership Allocation)
<u><b>3,184,087</b></u>	<b>Total for Phase 1</b>

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## ATTACHMENT B

The metrics that will be reported for the Eastern Iowa Region Crisis System will be contingent upon data received and the quality thereof. The following list is subject to change by the Eastern Iowa Steering Committee and is designed to reflect core measures and may require changing to meet the needs of the Eastern Iowa Region, the ability of providers to collect certain data points and the needs of the utilization patterns of the population of the Eastern Iowa Region.

Preliminary metrics to be reported to the Steering Committee will include:

- Number of Crisis Evaluations;
- Number of Tele-Health Crisis Evaluations;
- Number of psychiatric hospitalizations;
- Rate of community reconnection (crisis presentations vs. admissions);
- 30-day readmission rates to Eastern Iowa Mental Health Crisis System;
- Number of 48 hour holds;
- Number of Commitments By County;
- Number of Sheriff Transfers;
- Length of Stay;
- Percentage of patients successfully linked with services following a crisis.
- High Utilizer Report;
- No Show Rate;
- High Risk Report;
- Continuity of Care/Engagement with Providers; and
- 30-Day Crisis Presentation