



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 3, 2012

**Prepared By/Phone Number:** Shannon Pleasant, CTPM 854-1181 /  
Marvin Brice, CPPB 854-9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Contract No. 4400001003 Memorandum of Agreement with Lone Star Circle of Care To Provide Primary Health and Behavioral Care Services.

➤ **Purchasing Recommendation and Comments:**

- The Parenting in Recovery (PIR) project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of parental methamphetamine or other substance dependence.

The memorandum of agreement (MOA) with the Lone Star Circle of Care (LSCC) will allow PIR participants and their dependents to receive primary health care services as well as behavioral care such as psychiatric evaluations, psychotherapy, and medication management. Payment for these services will come from the PIR grant funds contained in the System of Care Contract, No. 4400000374 (HTE Contact No. IL070037RE) with Austin Travis County Integral Care. There is \$120,230 in PIR grant funds for this effort.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$0.00

Contract Type: Memorandum of Agreement

Contract Period: October 1, 2011 through September 30, 2012

ID# 6608

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract Modification Information:** N/A

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:** N/A

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:** N/A

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP:

Funding Account(s):

Comments: There is no funding associated with this MOA

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**MEMORANDUM OF AGREEMENT AND PROCEDURAL DIRECTIONS  
FOR SERVICES PROVIDED RELATED TO  
THE PARENTING IN RECOVERY (PIR) PROGRAM OF  
TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICE  
(DEPARTMENT) BY LONE STAR CIRCLE OF CARE (LSCC)**

This Memorandum of Agreement and Procedural Directions ("Agreement") includes a statement of procedural directions ("Procedures") issued by Travis County Health and Human Services and Veterans Service ("Department") related to services and activities provided in relation to the Parenting in Recovery ("PIR") Program of Travis County ("County") administered by Department under the direction of Chuck Roper, PIR Director. It is understood that this is not an obligation of funds or an agreement by County to make any payment for services; payment, if rendered, will be paid by Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin-Travis County Integral Care ("ATCIC") with County only providing certain documentation and recommendations. It is understood that a portion of the documentation and recommendations provided by County to ATCIC will be based on the Provider's compliance with the Procedures listed in this document. "PIR Participants" are those individuals who have met the necessary requirements of eligibility as determined by County and ATCIC. Funding for services provided will be from the Parenting in Recovery Regional Partnership Grant ("Grant"), and will be limited to available Grant funds. All payments are based on complete and correct documentation as provided to County and/or ATCIC, and compliance with any grant requirements related to PIR funding.

It is understood that any previous agreements with any representative of Travis County not executed by the Travis County Judge after full consideration by the Travis County Commissioners Court is void and of no force or effect. If the agency or organization ("Provider") referenced in these Procedures desires a written and binding contract regarding the activities addressed in these Procedures, then those contracts would have to be entered into with ATCIC at the Provider's request.

It is understood that the following applies to this Agreement: this Agreement is signed by the authorized representative of the Provider and the Department; those authorized representatives (those signing this Agreement or designated by Provider or Department for future signatures) will also sign any changes under this Agreement; and the authority of the representative of the Department is limited to agreeing to internal procedures and does not carry the authority of the Travis County Commissioners Court necessary for any contractual obligation of County.

**PROCEDURES:**

Provider: Lone Star Circle of Care

Type of Services: Medical and Behavioral Health Care

**Procedures for PIR Participants and their dependants to receive services from Provider are as follows:**

**Provider Responsibilities:**

1. Referral – Provider shall provide PIR Participant referral form, as necessary, for use by PIR Participants and their dependants.
2. Acceptance – Provider shall accept referrals by Department of PIR Participants and their dependants.

3. **Release** – Provider shall secure signature on appropriate release of information form at time of first encounter.
4. **Invoice** – Provider shall provide Department with a detailed invoice for all charges due (including documentation of services rendered, as requested by Department) according to these Procedures as they occur or on a monthly basis. The invoice will include details as to each PIR Participant's separate charges.
5. **Payment** – Provider shall accept payment as made by ATCIC for approved invoices for services provided to PIR Participants. Provider agrees not to bill or collect from PIR Participants whose encounters are paid for at Provider's Prospective Payment Systems (PPS) rate by ATCIC, pursuant to the terms of these Procedures.
6. **Medical Primary Care** – Provider shall provide medical primary care services, including consultation and follow-up with a primary care provider, for PIR Participants and their dependants at Provider's existing facility at 1221 W. Ben White Blvd., Suite B 200, Austin, Texas (Ben White Clinic), or such other existing Provider facility as may be convenient to both a specific PIR Participant and Provider.
7. **Behavioral Health Home Care** - Provider shall provide behavioral health service, including psychiatric evaluations, psychotherapy, and psychopharmacological assessments and medication management, for PIR Participants and their dependants at Provider's Ben White Clinic, or such other existing Provider facility as may be convenient to both a specific PIR Participant and Provider.

**Department Responsibilities:**

1. **Referral** – Department shall refer appropriate PIR Participants and their dependants to Provider and shall provide an appropriate referral form to PIR Participant as necessary.
2. **Release** – Department shall submit a suggested HIPAA (or other, as appropriate) release form to Provider for use in providing patient information to Department.

**NOTE:**

- (A) The form provided is a suggested format, and does not release Provider from the obligation to ensure the securing of full and complete legal release of information (according to all applicable laws, rules and regulations) by PIR Participant prior to any release of information. Department provides the form without warranty of any kind, either express or implied, arising by law or otherwise and does not warrant the accuracy, authority, completeness, usefulness, timeliness, or fitness for any particular purpose of the information contained therein. Travis County and its officials and employees shall not be liable for any loss or injury caused in whole or in part by its negligence, contingencies beyond its control, or errors or omissions in the information provided herein.
  - (B) Provider is responsible for securing the execution of an appropriate HIPAA release form prior to the PIR Participant's first clinic visit and prior to the release of any information.
3. **Receipt of Invoice** – Department shall receive invoices from Provider for services provided.
  4. **Submission to ATCIC** – Department will submit the complete and correct invoice(s) to ATCIC with the appropriate recommendation to ATCIC for reimbursement based on the invoice for all appropriately documented charges due.
  5. **Payment Receipt** – Department shall receive payment from ATCIC based on the invoice(s) provided by Provider.
  6. **Provider Payment** – Department shall provide ATCIC payment to Provider upon receipt of the invoice(s), with payment generally to be expected within ten (10) business days of receipt of the complete and correct invoice. The payment to Provider shall be Provider's PPS rate per encounter with a medical or behavioral health provider when the encounter is provided to PIR Participants and their dependants who are below 200% of the Federal Poverty Level and have no other payor.

**General:**

1. **Referrals** – A representative of Provider, identified by Provider and communicated to Department (initially Heather Hosking), and a representative of Department, identified by Department and communicated to Provider (initially Chuck Roper), will coordinate all referrals for medical primary care services and behavioral health services.
2. **Provider's Services** – All Provider's services are provided in accordance with the standards mandated by all applicable statutes and licensure requirements of federal, state, and local governing authorities. Provider will provide proof of up to date licensure and insurance to Department, as requested, and will consult with Department staff, as necessary.
3. **Changes** - If a need for changes to this Agreement or the Procedures included within is needed, Department and Provider will work in good faith to agree to such changes. The parties may only change or amend this Agreement by a written agreement, signed by both parties' designated representative.
4. **Publicity** - Provider and Department may publicize this partnership in grant requests and reports, in public forums and presentations, and in any other reasonable communication channel, including electronic media.

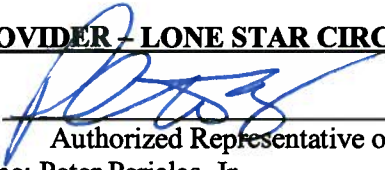
**Term of Collaboration:**

This Agreement commences on the date executed by both parties and remains in effect until the one-year anniversary of such date . This Agreement shall automatically renew for successive one-year terms thereafter unless terminated by either Provider or Department upon 30 days' prior written notice to the other party or unless terminated as a result of cessation of funding.

**Agreement:**

This Memorandum of Agreement and Procedures are acceptable to the parties, who have executed this Agreement as of the dates specified below:

**PROVIDER - LONE STAR CIRCLE OF CARE**

By:   
Authorized Representative of Provider  
Name: Peter Perialas, Jr.  
Title: Chief Executive Officer  
Date: \_\_\_\_\_, 2012

**DEPARTMENT -**  
**TRAVIS COUNTY HEALTH, HUMAN SERVICES AND VETERANS SERVICES**

By: \_\_\_\_\_  
Authorized Representative of Department  
Name: Samuel T. Biscoe  
Title: Travis County Judge  
Date: \_\_\_\_\_, 2012



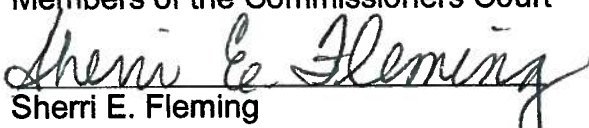
Shannon  
RECEIVED  
TRAVIS COUNTY 6-7-11  
2012 JUN -7 PM 4:11 MB  
PURCHASING  
OFFICE

**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
502 E. Highland Mall Blvd.  
P. O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming  
County Executive  
for TCHHSVS  
(512) 854-4100  
Fax (512) 279-1608**

**DATE:** May 21, 2012

**TO:** Members of the Commissioners Court

**FROM:**   
Sherri E. Fleming  
County Executive for Travis County Health and Human Services  
and Veterans Service

**SUBJECT:** Lone Star Circle of Care MOU for Parenting in Recovery project

**Proposed Motion:**

Consider and take appropriate action to approve a memorandum of understanding with Lone Star Circle of Care to allow participants in the Parenting in Recovery project to receive health and behavioral care services.

**Summary and Staff Recommendations:**

The Parenting in Recovery (PIR) project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of parental methamphetamine or other substance dependence. The primary objective of the project is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

The memorandum of understanding (MOU) with the Lone Star Circle of Care (LSCC) will allow PIR participants and their dependents to receive primary health care services as well as behavioral care such as psychiatric evaluations, psychotherapy, and

medication management. Staff at Travis County Health and Human Services and Veterans Service (TCHHSVS) will refer eligible PIR participants to the LSCC. Payment for these services will come from the PIR grant funds contained in the System of Care contract with Austin Travis County Integral Care.

TCHHSVS staff recommends approving the MOU.

**Budgetary and Fiscal Impact:**

There is \$120,230 in PIR grant money allocated to the System of Care contract to pay for services from LSCC and other providers in FY'12.

**Issues and Opportunities:**

Children are put at risk when one or both parents have a substance dependence problem. The cost of maintaining an addiction diverts a family's financial resources from providing basic needs such as food, clothing, and housing. Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The PIR project is designed to keep families together by providing treatment and support. This MOU will allow the LSCC to provide important services to these families.

**Background:**

TCHHSVS serves as the lead agency in a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services, Austin Travis County Integral Care, and Workforce Solutions, among others.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS  
Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Janice Cohoon, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney  
Leslie Browder, Executive Manager, Planning and Budget Office  
Diana Ramirez, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office