

Albany County Community Mental Health Board Agenda

Meeting Date: Thursday, October 19, 2017
Time: 11:00am to 12:00pm
Location: Albany County Commissioners Rooms

1. **Roll Call:**
2. **Addition & Deletions to Agenda:**
3. **Approval of Minutes:**
 - a. September 21, 2017 Minutes
4. **Old Business:**
 - a. Resolution Appointing Clinic For Mental Health & Wellness
 - b. MOU Between Peak Wellness Center and Albany County Attorney Regarding Assisted Outpatient Treatment Program
 - c. Title 25 Process/Protocols
5. **New Business:**
6. **Next Meeting & Adjournment:**

**Albany County Community Mental Health Board
Meeting Minutes**

Meeting Date: Thursday, September 20, 2017
Time: 11:00am to 12:00pm
Location: Albany County Commissioners Rooms

1. **Roll Call:** Ty Peterson, Dr. Barrick, Peggy Trent, Debra Hinkel, Linda Devine, Chief Stalder, Teresa Jacob-Castano, Martha Nesslinger

Dr. Pepper, Jana Saltenberger and Sherriff O'Malley emailed prior to meeting that they weren't available to attend.

2. **Addition & Deletions to Agenda:**

- a. The Board acknowledged receipt of letter Peggy received from Linda Goodman of Peak Wellness Center requesting her to attend an initial conference call between Linda Goodman and five other County Attorneys in the southeastern regions of the State to discuss an Assisted Out-Patient Treatment Programming that Peak is developing in conjunction with the Wyoming Department of Health. Motion by Linda Devine, seconded by Dr. Barrick to include this letter to the agenda. Approved by Board Unanimously.

3. **Approval of Minutes:**

- a. The Board acknowledged receipt of the August 25, 2017 minutes. Motion by Chief Stalder, seconded by Dr. Barrick. Board voted to approve minutes unanimously.

4. **Old Business:**

- a. The Board was in receipt of the contract between the Board of Commissioners of the County of Albany, WY by and through the Albany County Community Mental Health Board and the Clinic for Mental Health and Wellness for Care Coordinator (gatekeeper) services. The contract was approved by the Commissioners subject to additions from the board. The Board discussed Section 5.02 in the contract. The Clinic for Mental Health and Wellness (Clinic) is working with Deanna Allen and Carlos Chavez from Ivinson Memorial Hospital (IMH) to become credentialed. Peggy Trent will be reach out to IMH about a temporary credential. The Board discussed the importance of consistency throughout the process and the Care Coordinator establishing a relationship with the clients. The Board expressed the need for the Care Coordinator Program to help the client through the system and assist them in determining the resources and pathways the clients need. Teresa Castano and Martha Nesslinger were present and introduced themselves to the Board. The Clinic consists of four partners and three contracted employees with weekly staff meetings. Teresa and

Martha will oversee the Care Coordinator Program, but there will be other individuals from the Clinic in addition to them that could be assigned as Care Coordinator. After intake the team will assign a Care Coordinator that will work with the client throughout the process. The Care Coordinator may refer out to other professionals for further treatment such as counseling. The Clinic and Board will need to identify resources to support the additional services clients may need such as housing. The Board discussed that the County is also contributing funds to the contract. Therefore, there is an expansion of services to the Care Coordinator Program from what the Department of Health requires. A designation letter from the Department of Health will be presented to the Albany County Commissioners to confirm the designation of the Clinic to fulfill the gatekeeping role. This will be presented at the next meeting October 3, 2017 9:30am to 11:00am.

- b. The Board discussed the Title 25 process and the Clinic's involvement. The Board discussed that initial detention can occur by law enforcement or examiner. They will not encourage voluntary admission. A hearing must take place within 72 hours or Behavioral Health determines if they can release the client. The Care Coordinator will become involved when the client is found mentally ill. The Care Coordinator will not provide legal advice regarding the hearings. The Board discussed the time commitment of the Care Coordinator attending all hearings and multidisciplinary meetings. They determined that the majority of cases do not go to hearing, but are deferred. The Board will work to create and update protocols for the Care Coordinator's involvement in the Title 25 process.

5. New Business:

- a. The Board discussed the letter that they received from Peak Wellness. The Board agreed that Peggy Trent will attend conference, but will advise that the model outlined in the letter is the model being used with the Clinic. Therefore, the Board will not commit to participate in their program. Peggy Trent will report back to the Board regarding the initial conference call with Linda Goodman and other county attorneys.

6. Next Meeting & Adjournment:

- a. Thursday October 19, 2017 11:00am to 12:30pm at the Commissioners Room. The Board agreed to have meetings the third Thursday of the month from 11:00am to 12:30pm.

RESOLUTION NO. 2017-24**RESOLUTION APPOINTING THE CLINIC FOR MENTAL HEALTH & WELLNESS AS THE GATEKEEPER OR CARE COORDINATOR FOR EMERGENCY DETENTIONS AND INVOLUNTARY COMMITMENTS IN ALBANY COUNTY, WYOMING.**

WHEREAS, pursuant to Wyo. Stat. § 25-10-112 (g) the Department of Health in consultation with the Board of Commissioners for Albany County (County) may establish a single point of responsibility or gatekeeper.

WHEREAS, the County has secured funding through THE Wyoming Department of Health along with funding from the County Commissioners to develop infrastructure and implement processes for Care Coordinator or Gatekeeper Services under Wyo. Stat. Ann. § 25-10-112(g).

WHEREAS, in September 2017, the County, after an RFP process, entered a contract with the Clinic for Mental Health & Wellness to serve as the gatekeeper or care coordinator for emergency detentions and involuntary commitments in Albany County.

WHEREAS, the purpose of the contract with the Clinic for Mental Health & Wellness is to provide Care Coordinator or Gatekeeping Services in Albany County, Wyoming to increase the effectiveness of the community response to emergency detentions and involuntary commitments under Wyoming Statute Title 25, lowering costs to Albany County and the Department of Health for involuntary commitments and emergency detentions under Wyoming Statute Title 25 and improve continuity of care for patients who are emergency detained or involuntarily committed to the Wyoming State Hospital or Designated Hospital.

WHEREAS, the Wyoming Department of Health in a letter to the County dated September 12, 2017 inquired of the County for the possible appointment and designation of the Clinic for Mental Health & Wellness as the single point of responsibility or gatekeeper for emergency detentions and involuntary commitments in Albany County and to provide the services as outlined in State statute and rules.

WHEREAS, the services required by State statute of the Clinic for Mental Health & Wellness to serve as the gatekeeper or single point of responsibility is consistent with the services contracted by the County for the Clinic to provide Gatekeeper or Care Coordinator services including case management and oversight of the alternate levels of care for patients who are emergency detained and involuntarily committed in Albany County.

WHEREAS, the County desires the Wyoming Department of Health to designate the Clinic for Mental Health & Wellness as the single point of entry or gatekeeper for emergency detentions and involuntary commitments in Albany County.

NOW, THEREFORE, THE BOARD OF THE COUNTY OF ALBANY, WYOMING RESOLVES:

Section 1. That the foregoing recitals are incorporated in and made a part of this resolution by this reference.

Section 2. That, the Clinic for Mental Health & Wellness shall be designated by the Wyoming Department of Health as the single point of entry or gatekeeper for emergency detention and involuntary commitments in Albany County.

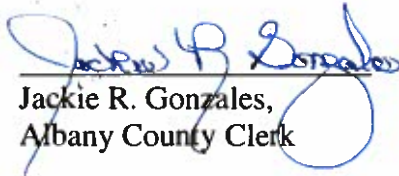
PASSED, APPROVED, AND ADOPTED, this 17th day of October, 2017.

**BOARD OF COUNTY COMMISSIONERS
OF ALBANY COUNTY, WYOMING**



Tim Chesnut, Chairperson

ATTEST:



Jackie R. Gonzales,
Albany County Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN PEAK WELLNESS CENTER
AND THE ALBANY COUNTY ATTORNEY REGARDING THE ASSISTED
OUTPATIENT TREATMENT PROGRAM IN ALBANY COUNTY, WYOMING**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this ____ day of _____, 2017, by and between the Peak Wellness Center, (“PWC”) whose address is 510 W 29th Street, Cheyenne, Wyoming 82001, and Albany County Attorney, (“ACA”) whose address is 525 E Grand Ave Suite 100, Laramie, Wyoming 82070, and hereinafter collectively referred to as “Party” or “Parties.”

WHEREAS; the PWC has entered into a contract with the Wyoming Department of Health, Behavioral Health Division to develop community processes and infrastructure to implement an Assisted Outpatient Treatment program (“AOT”), and

WHEREAS; ACA is a community partner with the County in the provision of mental health services to Albany County and the surrounding area; and

WHEREAS; PWC and ACA desire to enter into a Memorandum of Understanding in order to develop and implement AOT in order to divert persons from unnecessary hospitalizations, and

NOW, THEREFORE, for and in consideration of the provisions and of the covenants and conditions of this MOU, the Parties hereto mutually agree as follows:

- 1. Purpose.** The purpose of this MOU is for the Parties to reach a mutual understanding of the responsibilities and obligations pertaining to the development of processes and infrastructure necessary to implement an AOT program in Albany County, Wyoming.
- 2. Duration of MOU.** This MOU shall remain in full force and effect until such time as either Party Parties agrees to terminate. Termination of the MOU shall be made in writing at least 30 days prior to the termination date.
- 3. Responsibilities of PWC.**

PWC agrees to develop community processes and infrastructure to implement the establishment of an AOT process within Albany County, Wyoming pursuant to the terms and conditions contained within its contract with the Wyoming Department of Health, Behavioral Health Division.

4. Responsibilities of Albany County Attorney

ACA agrees that it will:

- a. Coordinate with Albany County Gatekeeper to ensure services needed are provided.
- b. Protect client identifying information received from PWC in a manner that complies with all state and federal confidentiality requirements and agreements

including HIPAA as implemented.

- c. Continue to collaborate with PWC to design and implement AOT practices and procedures and to implement evidence-based practices designed to divert persons from unnecessary hospitalization.

5. **General Provisions.**

- A. **Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties shall be incorporated by written instrument, and effective when executed and signed by the Parties.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the 5th Judicial District of the State of Wyoming, Laramie County, Wyoming.
- C. **Entirety of MOU.** This MOU, consisting of four (4) pages, represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- D. **Governmental Immunity.** The Parties and their respective governing bodies, to the extent applicable, do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses available under Wyoming Statutes 1-39-104(a) and all other Wyoming laws provided by law with respect to any action based on or occurring as a result of this MOU.
- E. **Force Majeure.** Neither Party shall be liable for failure to perform under this MOU if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming Party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, and unusually severe weather. This provision shall become effective only if the Party failing to perform immediately notifies the other Party of the extent and nature of the problem. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming Party.
- F. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third Party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions herein are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce, seek any remedy arising out of a Party's

performance or failure to perform any term or condition of, or to bring an action for the breach of this MOU.

- G. **Breach and Remedies.** Parties believing the other to be in breach of the provisions of this MOU shall notify the other in writing of the breach, including within such notice the facts of the conduct constituting the breach and the steps necessary to cure the breach. The Parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. In the event that the breach has not been cured within ten (10) calendar days of such meeting, then either Party may take such steps as it deems necessary to enforce its rights under this MOU; including, but not limited to, termination of this MOU or court action. In the event that such resolution is through court action, then each Party shall be entitled to recover its costs, including reasonable attorney fees incurred in such court action.
- H. **Compliance with Law.** Parties shall keep informed of and comply with all applicable federal, state and local laws and regulation in the performance of this MOU.
- I. **Notices.** All notices arising out of, or from, the provisions of this MOU shall be in writing and given to the Parties at the address provided under this MOU, either by regular mail, facsimile, e-mail, or delivery in person.
- J. **Liaison and Notice.** Parties' Designated Representatives.
- i. PWC's designated representative is Karl Cline, CEO: telephone number: 307-632-9362;
 - ii. The County's designated representative is Peggy Trent at the Albany County Attorney's Office: telephone number: 307-721-2552.
 - iii. All notices and invoices required in this MOU shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.
- K. **Successors and Assigns.** This MOU and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assignees, agents and employees of all Parties.
- L. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.
- M. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.

N. **Waiver**. The failure by Parties to insist upon the strict performance of any term or condition of this MOU or to exercise any right, power or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of such term or condition. A waiver of any breach shall not affect or alter this MOU. Each and every term and condition of this MOU shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

O. **Time is of the Essence**. Time is of the essence in all provisions of the MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed and executed on their behalf, and this MOU has been duly attested on the day and year first written above.

PEAK WELLNESS CENTER

By: _____

Date: _____

ALBANY COUNTY ATTORNEY

By: _____

Date: _____

Albany County Community Mental Health Board
Care Coordinator Protocols

Emergency Detention of Patient

1. Ivinson Memorial Hospital Behavioral Health Service (IMH-BHS) will fax to County Attorney's Office & the Care Coordinator a copy of Form 3-81 when a patient is detained by law enforcement or examiner.
2. If the emergency detention is upheld, the Care Coordinator will contact IMH-BHS to meet with the providers and with the patient.
3. If the emergency detention is not upheld, the Care Coordinator will meet with the patient to create a safety plan.
 - 3.1. The Care Coordinator shall follow-up with the patient to determine if there are any further needed services and to assist the patient in obtaining services.
 - 3.2. Care Coordinator shall determine the amount of contact for follow-up. The Care Coordinator shall at a minimum send a follow-up telephone call and letter to patient as well as one face to face meeting.
4. If the patient is detained, the Care Coordinator will attend the multi-disciplinary meeting at IMH-BHS with the patient to assist with potential outpatient treatment or discharge planning.
 - 4.1. The Care Coordinator shall determine the amount of contact for follow-up. The Care Coordinator shall at a minimum send a follow-up telephone call and letter to patient as well as one face to face meeting.
5. If there is need for a 109 or 110 hearing, the Care Coordinator shall attend the hearing and provide their recommendation as to discharge.

Other Topics to Include

- I. Contact between County Attorney's Office and Ivinson Memorial Hospital
- II. Contact between County Attorney's Office and Care Coordinator
- III. Contact between Ivinson Memorial Hospital and Care Coordinator
- IV. Frequency of Contact
- V. Duration of Contact
- VI. Role of Care Coordinator in Court Proceedings
- VII. Discharge Planning
- VIII. Safety Planning
- IX. Reporting of Data
- X. Accountability of Care Coordinator
- XI. Credentialing of Care Coordinators
- XII. Confidentiality