AGREEMENT OF INTENT TO PROVIDE MENTAL HEALTH SERVICES FOR CHILDREN IN FOSTER CARE

This Agreement is between two Divisions of the Arkansas Department of Human Services, the Division of Children and Family Services (DCFS) and the Division of Behavioral Health Services (DBHS), and Professional Counseling Associates, a certified Arkansas Community Mental Health Center (Center). The purpose of the agreement is to provide timely mental health services to children in the custody of DCFS.

This Center will offer mental health services to children in the custody of DCFS for whom DCFS has obtained a PCP referral (unless emergency services or assessment services are required) If a child needs mental health services and is not Medicaid eligible, DCFS will arrange payment mechanisms for needed services and will notify the Center of those mechanisms prior to services, except in emergency situations.

BASIC SERVICES TO BE OFFERED

Assessment/Evaluation – Upon referral from DCFS, receipt of authorization for treatment, and copy of current court order (when available) the Center will offer assessment or evaluation of the child within **five working days (45 working days if a psychiatric evaluation)**. If copies of the current court order and other information necessary for the Center to offer treatment services (e.g., medical history and case history information) are not available at the time of the initial referral, DCFS will forward those documents as soon as they become available. **Provision of this information is essential to treatment and to getting prior authorization for services required under Medicaid policy.**

WITHIN 24 BUSINESS HOURS

In psychiatric crisis/emergency situations (see definitions below *), the assessment or evaluation will be **made available** ~~**immediately**~~ through the center's emergency services. The worker will attend the first appointment with the child, in order to sign consents **and actively participate by providing information necessary to make an adequate assessment.** In addition, the adult(s) who has the most complete information about the child will accompany the child to the assessment/evaluation. This may mean the worker, the foster parent and/or the parent, as appropriate. DCFS will assure adequate and appropriate participation in the assessment process.

Verbal feedback will be immediately available to the DCFS worker. A written report will be available as soon as possible, and in every case within **5 business days**. It is agreed that prior authorization requests, diagnostic assessments, master treatment plans, progress notes and other documentation required by the Division of Medical Services shall be utilized to impart information, whenever possible, in lieu of written reports, to DCFS.

Definitions

- **Outpatient emergency services**- are defined by the Center's actions and protocol, is to see any client who presents as an emergency and offer triage/assessment by an Mental Health Clinician to the level that is deemed appropriate, **including but not limited to ~~facilitation of admission to a hospital or other appropriate 24 hour treatment facility.~~** PROVISION OF PLACEMENT INFORMATION TO APPROPRIATE DCFS PERSONNEL
- **Psychiatric Crisis**- any condition requiring greater than routine services **up to and including** hospitalization; **a condition that is not homicidal or suicidal, or if it is, one that can be handled with a no harm contract and/or a viable plan for safety.**

Therapy and Treatment– **If the assessment indicates that services are needed,** the Center will offer counseling (individual, group or family) suited to the individual child's needs **within five work days of the referral (or in emergency situations, within 24 hours). Note: These timelines are affected by the Medicaid prior authorization process.** If copies of the current court order and other information necessary for the Center to offer treatment services (e.g., case history information) are not available at the time of the initial referral, DCFS will forward those documents as soon as they become available. Provision of this information is essential to treatment and to getting prior authorization for services required under Medicaid policy. In cases where the Center does not have the specialized services required for the child, the Center will ~~assist~~ PROVIDE DCFS ~~in making~~ WITH appropriate referrals/INFORMATION.

It is understood that the DCFS worker will remain engaged in the counseling and will determine with the Center therapist at the onset of counseling the degree and methods of that worker's engagement (e.g., phone conversations, written reports, conferences). The worker and therapist will decide which adult(s), if any, need to accompany the child to treatment and/or be involved in the child's treatment. DCFS will assure adequate and appropriate participation in the treatment process. The worker and foster parent are required to attend each time an appointment is scheduled with the psychiatrist. **The worker will review and sign all Master Treatment Plans and updates.**

Treatment Planning –When a child needs intensive mental health services, including any 24-hour services, a referral will be made to the Clinical Director (or CASSP Coordinator if the Clinical Director delegates). This referral will include the information necessary for treatment planning (e.g., authorization for treatment, copy of current court order, case history information, information about previous treatment) if the Center does not already have the information. If copies of the current court order and other information necessary for the Center to offer services (e.g., case history information) are not available at the time of the initial referral, DCFS will forward those documents as soon as they become available. DCFS will keep the Mental Health Clinician apprised of any changes in the case or placement.

- A Mental Health Clinician will be assigned to coordinate mental health treatment for that child, including the coordination with other agencies, convening staffings, assisting with ~~location~~ of 24-hour mental health placements, etc. **It is understood that DCFS retains ultimate case planning and management responsibility for placement and permanency issues,** but the Center will work with DCFS to assure that mental health services complement case planning and management. It is understood that this service will be available after regular work hours, as needed~~, and will continue until both parties agree an acceptable disposition has been accomplished. (For example: When child receives an emergency discharge from a facility and needs a mental health placement, the center will assist the DCFS worker in locating and arranging for such a placement)~~

COOPERATION PROCEDURES

The parties agree to work together in the following areas:

- **Promote continuity of care** -If a child or their family members are receiving services upon entry into the foster care system, DCFS will **continue clinically indicated mental health services with the provider who is already delivering services,** unless there is a compelling reason to change providers. In those instances where providers must be changed (e.g., placement in another part of the state), the mental health centers will share information about past treatment and coordinate treatment services.

- **Participation in CASSP at the local, regional and state levels.**

  - Children who require **intensive mental health services and interagency involvement on service plans** shall be referred by the worker and therapist (after the initial assessment has been conducted), to the CASSP Service Team, who will **(if appropriate according to CASSP guidelines)** develop and oversee the individual service plan.

  - CASSP will define and develop an interagency individualized service plan to serve the child and family that will reflect integrated service delivery which specifies services or programs with funding to be provided by each agency.

  - **Identified service issues** such as disagreements with regard to case management for an individual child should be addressed by the Regional CASSP Service Team in the regularly scheduled meetings. If attempts to resolve the issue locally are unsuccessful, the parties will follow the procedure below (see **"Resolution of Treatment Issues" section, below)**

  - **Identified systems issues** such as gaps in services or services needed with no identified funding source will be addressed by the Regional

CASSP Service Team in the regularly scheduled meetings. If attempts to resolve the issue locally are unsuccessful, the parties will follow the procedure below (see **"Resolution of Treatment Issues" section, below)**

- **Identified systems issues** such as gaps in services or services needed with no identified funding source will be addressed by the Regional CASSP Planning Team and recommendations forwarded to the CASSP Coordinating Council, who **will assure the issue is** ~~**resolved.**~~ ADDRESSED.

- **Communication** – If either party needs to cancel an appointment, that cancellation will be done at least 24 hours in advance, except in emergency situations, such as illness.

- **Monitoring of Implementation of Agreement- A plan will be developed in each catchment area for monitoring and implementation of this agreement.** A meeting will be held within 60 days after the agreement is signed and periodically thereafter. DCFS will work with Area Managers to set up the meetings. Joint meetings between DCFS and the Center will be held in each mental health catchment area to review this agreement and assess implementation, including identifying barriers to implementation and developing a plan to address those barriers. **When appropriate either party can also initiate joint meetings for management or emergency situations that may arise.**

DEVELOPMENT OF A SYSTEM OF MENTAL HEALTH SERVICES/CONTINUIM OF CARE

- In order to create a complete system of mental health services for children in DCFS custody in the catchment area, the Center will work with DCFS on the area and state level to plan for those services. These services include, but are not limited to the following:

  - **RESIDENTIAL**
    - EMERGENCY SHELTER
    - RESPITE CARE
    - THERAPEUTIC FOSTER CARE
    - RESIDENTIAL TREATMENT
    - INPATIENT PSYCHIATRIC
    - INDEPENDENT LIVING
    - GROUP HOME

  - **SEX OFFENDER TREATMENT (OUTPATIENT and RESIDENTIAL)**
  - **PREVENTION**
  - **EARLY INTERVENTION**
  - **INTENSIVE FAMILY SERVICES**
  - **DAY TREATMENT**

- **PARTIAL HOSPITALIZATION**
- **SUBSTANCE ABUSE TREATMENT FOR DUALLY DIAGNOSED (MENTAL HEALTH/SUBSTANCE ABUSE DIAGNOSIS)**

Resolution of Problems

- If the Mental Health Center believes that DCFS staff are not following the terms of this agreement, they will attempt to resolve that issue with the County Supervisor. If resolution does not occur at that level, they will contact the appropriate DCFS Area Manager.

- If DCFS believes that Mental Health staff are not following the terms of this agreement, they will attempt to resolve that issue with the Children's Director or other designated staff at the Mental Health Center. If resolution does not occur at that level, they will contact the Mental Health Center Director.

- If issues are not resolved through the above processes, the parties will contact the DCFS Assistant Director of Community Services and the DBHS Assistant Director for Children's Services who will assure resolution.

The Center and DCFS agree that neither shall have nor exercise any control or direction over the methods by which the other's employees perform their clinical functions and that no relationship of employer and employee or of joint venture between the parties is created by this agreement.

This Agreement shall be effective on the date of signature of both parties and shall remain in force unless amended, in writing by both parties. Either party may terminate this Agreement by giving 30 days written notice to the other.

Executive Director
Community Mental Health Center

Director
Division of Children and Family Services

Director
Division of Behavioral Health Services