

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

**BRIEFING
DRAFT**

MEETING DATE: DECEMBER 14, 2017

AGENDA ITEM NUMBER: 8

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF A PERFORMANCE AGREEMENT BETWEEN FORSYTH COUNTY AND CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS FOR THE PROVISION OF MENTAL HEALTH, DEVELOPMENTAL DISABILITIES, AND SUBSTANCE ABUSE SERVICES IN FORSYTH COUNTY

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS: YES NO

SIGNATURE: _____

COUNTY MANAGER

DATE: _____

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF A
PERFORMANCE AGREEMENT BETWEEN FORSYTH COUNTY AND
CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS FOR THE PROVISION OF
MENTAL HEALTH, DEVELOPMENTAL DISABILITIES, AND SUBSTANCE ABUSE
SERVICES IN FORSYTH COUNTY**

WHEREAS, Forsyth County and Cardinal Innovations Healthcare Solutions (“Cardinal Innovations”) plan to enter into an Interlocal Agreement in accordance with the provisions of N.C.G.S. 160A-461 to memorialize the plan for the use and expenditure of Forsyth County Maintenance of Effort (MOE) funds in Forsyth County for fiscal year 2017-2018, as outlined in the attached Performance Agreement; and

WHEREAS, consistent with prior practice, Maintenance of Effort (MOE) funds received from a County within the catchment area will be used within such contributing County;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby ratifies the Performance Agreement between Forsyth County and Cardinal Innovations Healthcare Solutions and authorizes the expenditure by Forsyth County of the MOE funds for the provision of mental health, developmental disabilities, and substance abuse services in Forsyth County consistent with the attached Performance Agreement.

BE IT FURTHER RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute the Performance Agreement between Forsyth County and Cardinal Innovations for the provision of mental health, developmental disabilities, and substance abuse services consistent with the additional provisions of this Resolution, subject to a pre-audit certificate thereon by the County Chief Financial Officer and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this Resolution ratifying interlocal cooperation between Forsyth County and Cardinal Innovations is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 14th day of December 2017.

**PERFORMANCE AGREEMENT
BETWEEN
[INSERT] COUNTY AND CARDINAL INNOVATIONS HEALTHCARE**

FOR THE PROVISION OF MENTAL HEALTH, INTELLECTUAL/DEVELOPMENTAL DISABILITIES, AND
SUBSTANCE USE SERVICES IN [INSERT] COUNTY

This Performance Agreement (“Agreement”) between [INSERT] County (“County”) and Cardinal Innovations Healthcare (“Cardinal Innovations”) defines the operational relationship, expectations, and responsibilities of the Parties. Cardinal Innovations is the Local Management Entity – Managed Care Organization (“LME/MCO”) that is designated for the management of publicly funded mental health, intellectual/developmental disabilities and substance use services for the residents of the County subject to all requirements of LME/MCOs under Chapter 122C of the North Carolina General Statutes and the requirements of the 1915(b)/(c) Medicaid Waivers for recipients whose Medicaid county of residence is [INSERT] County.

Nature and Terms of Agreement

This Agreement shall be effective January 1, 2018 and shall remain in effect until such time that a new agreement is executed or terminated in accordance with the provisions of this Agreement.

Responsibilities of the Parties

Consistent with its long-standing practice, Cardinal Innovations agrees that all Maintenance of Effort (“MOE”) mental health, intellectual/developmental disabilities, and substance use services funds received from the County will be used within the County.

Based on the aforementioned provision, the County expects its MOE funding to be used for the delivery of mental health, intellectual/developmental disabilities, and substance use services in the County. The Parties enter into this Agreement to memorialize the process for the use and expenditure of the County’s MOE funds.

- During the third quarter of each State Fiscal Year (January-March), Cardinal Innovations and County management will meet for the purpose of review and discussion regarding allocation and expenditure of MOE funds. With input from various community stakeholders to include the local community board, the annual Needs Assessment/Gaps Analysis completed by Cardinal Innovations and other relevant information, the County will develop its annual County Funding Plan that specifies priority services and/or initiatives to be funded with the County MOE funds.
- Any MOE funds unused or unearned in the annual County Funding Plan shall be set aside, at the direction of the County’s Chief Financial Officer, in a separate reserve for the support of future local mental health, intellectual/developmental disabilities, and substance use service needs or returned to the County for reallocation if requested by the County.

The County agrees to:

1. Assure the appointment of County residents to serve on the local [INSERT] Community Board in accordance with its applicable bylaws.
2. Negotiate an annual Performance Agreement with Cardinal Innovations to establish clear expectations for the quality and quantity of services with respect to the MOE funds.

3. Allocate available funds to Cardinal Innovations to support mental health, intellectual/developmental disabilities and substance use services for County residents in accordance with service priorities established by the Division of MH/DD/SA Services of the North Carolina Department of Health and Human Services, the Cardinal Innovations Board of Directors, and the [INSERT] County Board of Commissioners.
4. Lead discussions and planning resulting in development of an annual County Funding Plan that specifies priority services and/or initiatives to be funded with MOE funds. Input from various Stakeholder Groups, the Cardinal Innovations' annual Needs Assessment/Gaps Analysis and other relevant information is reviewed and considered in Plan development.
5. The County Funding Plan shall be finalized and submitted to Cardinal Innovations Healthcare by the first of June annually to ensure timely processing of MOE allocations into Cardinal Innovation's overarching annual budget process.
6. County agrees to submit funds to Cardinal on a regular basis – either monthly or quarterly.
7. Receive and review reports on the performance of Cardinal Innovations as the manager of publicly funded services.
8. Encourage, support and provide educational opportunities to individuals residing in [INSERT] County through established training curriculums offered by Cardinal Innovations Healthcare (e.g., Crisis Intervention Team, Mental Health First Aid, Suicide Prevention - QPR, etc.)
9. Request Cardinal Innovations support as needed from [INSERT] County's local Senior Community Executive to discuss and/or address high profile or emerging community issues.

Cardinal Innovations agrees to:

1. Carry out the functions, responsibilities and duties of a multi-county LME/MCO as required by N.C. Gen. Stat. §§ 122C-115.4 and 117 for the benefit of the residents of the County and by the 1915(b)/(c) Medicaid Waivers for recipients whose Medicaid county of residence is the County.
2. Collaborate with the County to develop an annual Performance Agreement that specifies expectations and responsibilities of the Parties.
3. Conduct annual Needs Assessment/Gaps Analysis; seek stakeholder input and support community planning to identify and address needs.
4. Communicate to the County information and recommendations of the local Community Board related to service gaps, needs, and priorities.
5. Participate with the County on development of the annual County Funding Plan that specifies providers, services, and/or initiatives to be funded with the County MOE funds.

6. Deliver presentations to the County Board of Commissioners (at times and frequencies mutually agreed upon) that address status of providers and services, MOE funding utilization, and local behavioral health initiatives.
7. Develop and submit an annual County MOE budget to support activities as the LME/MCO and make requests for funding to the County following prescribed guidelines.
8. Provide its annual Audited Financial Statement to the County.

Specific Performance Expectations

In addition to the general responsibilities outlined above, Cardinal Innovations agrees to the following specific performance expectations.

[INSERT County’s Specific Performance Expectations – If not applicable simply state “Not Applicable”]

Amendments

This Agreement may be amended upon the mutual consent in writing of the Parties.

Termination

This Agreement may be terminated, in whole or in part, by mutual consent of the Parties.

Adopted this ____ day of _____, 2017.

IN WITNESS WHEREOF, the Parties hereby execute and deliver this Agreement as of the Effective Date set forth above.

[INSERT] County

Cardinal Innovations Healthcare

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____