

PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
SUBSTANCE ABUSE SERVICES
June 1, 2018-May 31, 2019

THIS PURCHASE OF SERVICE CONTRACT for Core Services ("Agreement") made by and between the Board of County Commissioners of Routt County, State of Colorado ("BOCC") and West Slope Casa, LLC through its member, Colorado West Regional Mental Health, Inc., d.b.a. Mind Springs Health, Inc., whose corporate address is 715 Horizon Drive, Suite 225, Grand Junction, CO 81506, and whose Tax Identification Number is 84-0625890 ("Contractor").

WHEREAS, the BOCC has entered into an Intergovernmental Agreement ("IGA") for the provision of services in a five (5) county region made up of Rio Blanco County, Moffat County, Routt County, Grand County, and Jackson County ("5-County Region"), which provides, among other things, that Routt County shall be the coordinating County and the contracting fiscal authority for the substance abuse Core Services in the 5-County Region; and

WHEREAS, the County Departments of Human/Social Services ("County Department(s)") in the 5-County Region have approval over Contractor's use of certain ADAD funds allocated to the Contractor by CDHS, specifically Additional Family Services ("AFS") funds; and

WHEREAS, Contractor and the BOCC wish to maximize the use of Core Services funds and AFS funds, and coordinate services in the provision of substance abuse services for certain client populations;

NOW THEREFORE, in consideration of the premises and the obligations, agreements, and promises contained herein, the parties agree as follows:

I. SCOPE OF SERVICES

A. County Department Clients with an Open Child Welfare Case ("Referred Clients").

1. Contractor's Reports. Contractor shall provide each County Director with reports on its provision of services to Referred Clients, as follows:

a) Treatment Plan. Within four (4) weeks of initiation of services for a Referred Client, Contractor shall submit an individualized treatment plan, with stated objectives and target dates, to the appropriate County Director. Treatment plans shall be jointly developed by the client's social caseworker and substance abuse service provider, and as appropriate, the client. Treatment plans shall be subject to the approval of the referring County Director.

b) Progress Reports. At monthly intervals from the time of initiation of services, Contractor shall provide the referring County Director with follow-up reports for each Referred Client.

2. Contractor shall participate in family engagement/team meetings scheduled by the referring County for all Referred Clients at least one time per month.

3. If Contractor 1) cannot meet the needs of a Referred Client as determined by the appropriate County; 2) cannot initiate services within two (2) weeks of a referral; or 3) cannot provide services to meet the needs of that Referred Client's individualized treatment plan within two (2) weeks then the appropriate County may utilize the Core Services funds and AFS funds with another provider, within or without the region that will meet the needs of the Referred Client.

B. Contractor's Clients Without an Open Child Welfare Case ("Non-County Department Clients").

1. Population and Services. Within the financial parameters of Contractor's AFS allocation and other budgetary constraints, Contractor shall refer Non-County Department Clients, children and families in Contractor's caseload who do not have an open child welfare case with a County Department but whose behaviors place the children at an out-of-home placement level risk. Those identified clients must be pre-approved by the Department(s) to be served through the use of AFS Funds.

2. Client Identification by Contractor and Reports. Contractor shall identify such clients on a case by case basis and document potential eligibility for AFS dollars in the client's intake assessment. Contractor shall provide the respective County Director's or designee's with client "referral form(s)," which shall include the basis of eligibility and identifying information, by facsimile transmission or other locally agreed upon method.

3. County Director Approval of Funding. Following review of Contractor's referral form(s), the appropriate County Director or designee, shall inform the Contractor by facsimile transmission or otherwise agreed upon method the County Director's or designee's decision to approve or deny use of AFS funds for said client.

4. Services. Respective County Departments of Social/Human Services may or may not open a child welfare services case for each or any AFS client.

II. COUNTY RESPONSIBILITIES. The County Departments shall: (1) determine client eligibility; (2) provide Contractor, prior to scheduling clients for appointments, with written authorization for provision of services, specifying begin and end service dates; (3) provide Contractor, prior to scheduling clients for appointments, with referral updates detailing changes in service types; (4) provide Contractor with referral information, such as name, address, State ID number and social, medical and educational information as appropriate to the referral; (5) confirm case closure with Contractor, in writing within 24 hours of County Department closure; and (6) input date in the Colorado computerized child welfare case management and provider payroll system ("Trails") to authorize Contractor's provision of services to Referred Clients and to initiate payment of Contractor for services provided, as detailed in Section IV below.

III. TERM OF AGREEMENT. The term of this Agreement shall begin June 1, 2018, regardless the date of execution and shall terminate on May 31, 2019, unless services cannot be

paid at the new rates within the State reimbursable period; current plus two prior months; in which case the old rates shall be paid for services to insure State reimbursement.

IV. COMPENSATION.

A. Referred Clients: Core Services and AFS Funds.

1. Payment and Not-to-Exceed Amount. For performance of the scope of services set forth in Section I.A. above, for the provision of services to clients with an open child welfare case, the Contractor shall be paid on a fee for service basis in accordance with the "Fee Schedule," attached hereto and incorporated herein by reference as "Exhibit A." In no event shall the compensation paid under the Agreement exceed the amount set forth in Exhibit A.

2. No Fee-For-Service. Core Services compensation in accordance with the terms of this Agreement represents one half payment of fees for services provided to Referred Clients in the 5-County Region. Contractor shall not charge or collect fees from clients for services provided hereunder. Exhibit A represents the one half to be billed to Core Services. Contractor shall be entitled to draw down AFS an equal one half.

3. Core Services Funding Method of Payment. Contractor shall be compensated in accordance with the statewide "Trails Users Fiscal Calendar" and by means of the Trails provider payroll system as follows:

a) Contractor's Billing Statement. Upon receipt from the Contractor, each County Department shall review and input into Trails the correct service provision information on the Contractor's completed billing statement.

b) Adjustments. In the event the County Department discovers an error on the Contractor's billing statement, adjustments shall be made to the billing statement and paid according to the adjustment. The County Department will provide a copy of the adjusted billing statement to the Contractor, detailing the adjustment made. If the Contractor does not agree with the adjustment and the dollar amount paid for any service, the Contractor shall contact the County Department to dispute the adjustment.

c) Delivery Methods. Delivery of documents and communication between the County Department(s) and the Contractor regarding the Contractor's billing statement may be by means of U.S. Mail, private delivery service, hand delivery, fax or telephone.

4. Billing Cut-off Date. Contractor will submit billing statements in a timely manner, by the 5th working day of the month following the provision of service. Failure to do so can result in non-payment. Contractor's billing invoices are reimbursable for the current plus two prior months. Invoices submitted later than two months from the provision of service will result in forfeiture of payment for services rendered.

B. Contractor's Initial Non-County Department Clients: Funding.

1. AFS and Non-Core Services Dollars. Contractor's services to clients without an initial open child welfare case may be funded with AFS dollars through the procedure and under the conditions enumerated above in I.B.

2. Contractor's Submittals. The referral/eligibility forms required of Contractor in Section I.B. above shall be provided directly to the respective County Director or designee on an as-needed basis. Contractor shall also provide the Contract Administrator, on or before the tenth day of the month following the month of services provision, a summary report, by County, of the number of client services in the prior service month and the amount of AFS funds expended.

V. APPROPRIATION OF FUNDS. Pursuant to §29-1-110, C.R.S., as amended, the financial obligations of Routt County, payable as set forth in this Agreement, are contingent upon funds being appropriated, budgeted, and otherwise made available. The County and the Contractor understand and acknowledge that the County is subject to Article X, Section 20, of the Colorado Constitution, commonly known as the "TABOR Amendments." Further, this Agreement is expressly conditioned upon the County's receipt of funds from the State of Colorado, and/or federal funding sources, as applicable to this Agreement. The County acknowledges that the appropriate percentage or portion of County funds, if any, to be utilized as compensation of this Agreement has been appropriated and budgeted or otherwise made available through December 31, 2018. The BOCC is not obligated to make any future apportionment or allocation to the Agreement. Any work performed in excess of amounts appropriated shall be solely the risk of the Contractor. Notwithstanding any other terms of this Agreement, it is expressly understood and agreed that: (1) Any BOCC financial obligation, whether direct or contingent, for all or any part of the work under this Agreement, shall extend only to monies duly and lawfully appropriated and budgeted by the BOCC and irrevocably pledged pursuant to the purposes of this Agreement; (2) The BOCC does not by this Agreement irrevocably pledge present case reserves for payment in this or future fiscal years; (3) This Agreement is not intended to create a multiple/fiscal year direct or indirect financial obligation of the BOCC; (4) The obligation of the BOCC for expenditures, if any, arising during subsequent fiscal years in which this Agreement could be extended and be in effect, shall only extend to utilization of monies appropriated and budgeted and encumbered for the purpose of this Agreement in the fiscal year in which obligations arise; and (5) No change order may be issued requiring compensation for work which causes the aggregate payable amount under this Agreement to exceed the amounts appropriated, budgeted and encumbered for the payment of this Agreement in the fiscal year in which such obligations arise, unless the Contractor receives written assurance by the BOCC that lawful appropriations to cover the cost of the additional work have been made.

VI. INDEPENDENT CONTRACTOR. Contractor shall perform its duties pursuant to this Agreement as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as

required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement. Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Agreement.

VII. SUBCONTRACT AND ASSIGNMENT. Contractor shall not subcontract with another individual or entity for performance of the services under this Agreement, above, and shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written approval of the BOCC, unless authorized to subcontract for specific services as set forth in Exhibit "A." The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

VIII. RECORDS, REPORTS, AND INFORMATION. At such times and in such forms as the BOCC and the State Department of Human Services may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by the Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

IX. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination by the BOCC and the State Department of Human Services or authorized representatives thereof. The Contractor shall permit the BOCC and the State Department of Human Services or authorized representatives thereof, to audit, examine and make excerpts from such records, and audit all contracts, invoices, materials, payrolls, records or personnel, conditions of employment, and other data with respect to matters covered by this Agreement. The BOCC may call for a certified, independent audit to be performed, at Contractor's expense, by a mutually agreed upon auditor.

X. INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and action of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, et seq., C.R.S., as amended.

XI. INSURANCE. At all times during the term of this Agreement, the Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with §§8-40-101 and 8-70-101, et seq., C.R.S., as amended;

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$150,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as amended whichever amount is greater;

Comprehensive General Liability, including broad form property damage: \$150,000.00 per person and \$600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-1-101, et seq., C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Professional Liability Insurance: Contractor and its personnel, in a minimum amount of \$1,000,000 per claim, \$3,000,000.00 aggregate.

If any aggregate limits set forth above are reduced to below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the indemnity provision of the Agreement, either through policy language or by waiver of exclusion.

The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Additionally, if Contractor's insurer determines that the BOCC has an insurable interest as a result of the contractual relationship created herein, the BOCC shall also be named as an additional insured on the Comprehensive Automobile Liability Policy. Proof of Workers' Compensation & Employers Liability and Unemployment Insurance is required. Certificate(s) of insurance or copies of policies and appropriate endorsements required by this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Agreement is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

XII. ILLEGAL ALIENS - PUBLIC CONTRACTS.

This Agreement is subject to the provisions of the Illegal Aliens-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Agreement, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D(1) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the County terminates this Agreement for such breach.

As used in this subsection, "Department" means the Colorado Department of Labor and Employment.

XIII. COMPLIANCE WITH LAWS. The Contractor shall comply with all laws, ordinances, codes and regulations of the federal, state, and local governments applicable to this Agreement, in its performance under this Agreement. Without limiting the generality of this Section XIII, Contractor: (1) shall maintain client confidentiality, including confidentiality of records, in accordance with state and federal law, rules and regulations; and (2) shall not discriminate against any person on the basis of race, color, national origin, religion, sex, age or handicap. Any fines paid or expenses incurred by the BOCC, due to Contractor's violation of applicable law or regulation, shall be reimbursed to the BOCC by the Contractor.

XIV. MUTUAL TERMINATION FOR CONVENIENCE. BOCC and Contractor may terminate this Agreement, without cause and for convenience, upon thirty (30) days written notice to the non-terminating party. Upon such termination, Contractor shall be entitled to compensation for services performed prior to the date of termination.

XV. TERMINATION FOR CAUSE. If the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, as determined by the BOCC, or if the Contractor violates any of the terms or provisions of the Agreement, the BOCC shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to the Contractor at least fifteen (15) days before effective date of the termination and may provide the Contractor, in the BOCC's sole discretion, an opportunity to cure within that fifteen (15) day notice period. Upon termination for cause, Contractor shall be entitled to receive just and equitable compensation for work satisfactorily completed prior to termination. Contractor shall not, however, be relieved of liability to the BOCC for damages sustained by the BOCC by virtue of any breach of the Agreement by the Contractor. The BOCC may withhold payment due to the Contractor for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

XVI. CONTRACT ADMINISTRATORS AND CONTACT PERSONS.

A. Contract Administrators. Contract administrators regarding contract administration, financial management, and evaluation of the performance of the scope of services described in Section I, above, are as follows:

1. 5-County Region. Kelly Keith, Routt County Department of Human Services Director
2. Contractor. Sharon Raggio, Executive Director, Colorado West Regional Mental Health, Inc.

B. Contact Persons. Contact persons for issues regarding an individual county or an individual client of a County Department are:

1. BOCC and 5-County Region. The referring County Director and their designee; and
2. Contractor. The Core Services administrator for each local clinic of Colorado West Regional Mental Health Inc., a Colorado Corporation d.b.a. West Slope Casa, L.L.C. in the 5- County Region.

XVII. AMENDMENT. Any mutually agreed upon amendment, including without limitation any change in the scope of services, whether or not resulting in an increase or decrease in the amount of compensation, shall be incorporated in a written amendment to this Agreement. Amendments shall be executed with the same name of contact person. Address and contract information shall not be considered an amendment to this Agreement and notice of such may be given by way of regular mail, telephone, or facsimile transmission.

XVIII. NOTICE. Notices required under the Agreement, other than changes in address or contact information, shall be delivered by way of certified mail, return receipt requested, to the addresses for signatories, written below.

XIX. CONTROLLING LAW. This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising out of or relating to performance of the Agreement shall be in Routt County, Colorado.

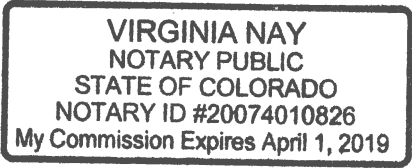
XX. SEVERABILITY. If any term or provision is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision, as long as the purposes of the Agreement can be affected.

XXI. AUTHORIZATION. Each of the individuals signing below affirms that he/she is properly authorized to execute this Agreement on behalf of the governmental agency or private entity party to the Agreement.

XXII. INTEGRATION. The entire agreement of the parties is encompassed within this Agreement. No other oral or written representation or agreement shall be of any force or effect.

CONTRACTOR

John C Rattle
Name: John C Rattle
Title: CFO of Colorado West Regional Mental Health, Inc., a Member of West Slope CASA, LLC
Date: 10/24/18



STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

Subscribed and affirmed to before me this 24 day of October, 2018, by Virginia Nay the Notary of Colorado West Regional Mental Health, Inc., a Member of West Slope CASA, LLC.

Witness my hand and seal.
My commission expires: 4-1-2019
Virginia Nay
Notary Public

FIVE COUNTY NORTHWEST REGION
BY FISCAL AGENT ROUTT COUNTY
DEPARTMENT OF HUMAN SERVICES

ROUTT COUNTY BOARD
OF COUNTY COMMISSIONERS

Kelly Keith, Director
Date: _____

Douglas B. Monger, Chair
Date: _____

EXHIBIT "A"
SCOPE OF SERVICES - FEE SCHEDULE
PURCHASE OF SERVICE CONTRACT - CORE SERVICES PROGRAM
SUBSTANCE ABUSE

Contractor shall provide the following substance abuse services billed at the designated rates, as authorized by County Departments for Referred Clients.

Substance Abuse Services	CORE Rates	AFS Match	Total Rate CORE + AFS
Substance Abuse Diagnostic Evaluation	\$50.00 per event	\$50.00 per event	\$100.00 per event
Substance Abuse Individual Counseling	\$45.00 per hour	\$45.00 per hour	\$90.00 per hour
Substance Abuse Individual Counseling	\$22.50 per 30 minutes	\$22.50 per 30 minutes	\$45.00 per 30 minutes
Substance Abuse Family Counseling	\$50.00 per event	\$50.00 per event	\$100.00 per event
Substance Abuse Group Therapy	\$20.00 per event	\$20.00 per event	\$40.00 per event
Psycho-Social Evaluation	\$42.50 per hour	\$42.50 per hour	\$85.00 per hour
Court Testimony	\$42.50 per hour	\$42.50 per hour	\$85.00 per hour
Language Interpretation	\$20.00 per hour	\$20.00 per hour	\$40.00 per hour
RT Residential Adult at The Women's Recovery Center	\$75.00 per day	\$75.00 per day	\$150.00 per day
TLC Residential Adult at The Women's Recovery Center	\$25.00 per day	\$25.00 per day	\$50.00 per day

The amount to be expended pursuant to this Agreement shall not exceed not exceed Forty-Five Thousand One Hundred Eleven dollars and no/100 cents (\$45,111.00).

Each County Director, directly and through his/her authorized representative(s), may approve services specified above for specifically referred clients.

The BOCC grants approval for Contractor to subcontract with Colorado West Regional Mental Health Inc., a Colorado Corporation for the provision of services listed above under the terms of the Core Services Program - Substance Abuse Agreement.