

AGREEMENT FOR THE PROVISION OF
CASE MANAGEMENT SERVICES PURSUANT TO THE 2GO GRANT

This Agreement for the Provision of Case Management Services Pursuant to the 2GO Grant (“Agreement”), is between Colorado West Regional Mental Health, Inc. d/b/a Mind Springs Health, Inc., a Colorado nonprofit corporation, 715 Horizon Drive, Grand Junction, CO 81506, Tax ID # 84-0625890 (“Mind Springs”), and Routt County, Colorado (“Routt County”), acting by and through its Board of County Commissioners.

Recitals

- A. Routt County staffs and operates the Routt County Department of Human Services (“Routt DHS”).
- B. Mind Springs provides mental health services in Routt County, including, but not limited to Day Treatment Alternative Services to eligible youth and families at the six (6) Routt County middle schools and high schools (“DTA Services”).
- C. Routt DHS applied for and has been awarded a 2GO Innovation Grant from the Colorado Department of Human Services (“2GO Grant”), subject to the terms and conditions set forth in Exhibit 1, incorporated in this Agreement as if fully set forth herein. Part of the 2GO Grant funds are to be used for case management services in order to improve access for youth and families involved in DTA Services or involved with Routt DHS through other services including child welfare (“Eligible Clients”).
- D. The Parties intend to set forth in this Agreement the terms and conditions under which Mind Springs will provide services and Routt DHS will pay for those services, through the 2GO Grant.

Terms and Conditions

1. **Scope of Services.** Mind Springs shall provide Case Management Services for 20 hours per week to Eligible Clients. Any hours over the budgeted 20 hours a week will not be paid for by Routt DHS and the 2GO funding. Case Management Services shall include case support of the two contracted Day Treatment Alternative Staff, including, but not limited to, case management for connection with services, scheduling, documentation, transportation support, visitation support, family engagement meeting support, meetings and communication with Routt DHS, and other duties and needs that the Eligible Clients and Routt DHS may require. The Case Management Services shall conform to the position description for a case manager attached as Exhibit 2.

Mind Springs shall perform, in a satisfactory and proper manner, as determined by State of Colorado, Department of Human Services, all obligations and duties of Routt County under the 2GO Grant Objective 7. Mind Springs shall be considered a sub grantee of the 2GO Grant

and shall comply with all obligations under the 2GO Grant, in the same manner and to the same extent as Routt County.

The purpose of this funding is to support the Eligible Clients. If at any time Routt DHS is not seeing the satisfactory delivery of services or the benefit of the case management services, in Routt DHS's sole discretion, Routt DHS can reduce payment or terminate this Agreement.

This Agreement is contingent on the continued satisfactory completion and collaboration of Mind Springs with the Day Treatment Alternative Program, based on the sole discretion of Routt DHS.

Furthermore, in the event the case manager position is vacant or the person holding that position is unable to provide 20 hours of services, for any reason, Mind Springs shall immediately advise Routt County of such fact and Routt County shall have the option to terminate this Agreement.

2. **Compensation and Payment.** As consideration for the work to be performed by Mind Springs, Routt County shall pay to Contractor on a per hour basis at a rate of _____\$37_____. In no event will the amount paid exceed a total of Twenty-One Thousand Nine Hundred Eighty-Seven Dollars (\$21,987.00).

Mind Springs shall submit billing statements for the services performed on a monthly basis no later than the 10th day of the month following the month in which the work billed was done. Such billings shall be submitted to _____Routt County Human Services_____ for review and approval. Mind Springs shall provide Routt County with such other supporting information as Routt County may request. Routt County shall pay all properly submitted invoices within 30 days after receipt of each invoice and any supporting information requested.

3. **Payment Subject to Grant Funding.** Routt County's obligation to pay for services under this Agreement is strictly subject to Routt County's actual receipt of the 2GO Grant funds from State. In no event shall Routt County be liable to pay to Mind Springs any amount outside of the 2GO Grant funds. Routt County shall not be liable for any costs, liabilities, cost overruns, or any other expenses of Mind Springs. Routt County shall not pay interest on any amount owed to Mind Springs.

4. **Additional Routt County Obligations.** Routt County shall provide grant reporting and fiscal management, including sending monthly activity reports to the State, attending grant meetings and conferences, attending board meetings, and completing accounting functions.

5. **Effective Date.** This Agreement shall be effective as of January 1, 2019, but payment shall not begin until a case manager actually begins work. Mind Springs' obligations under this Agreement shall extend for the same period of time as Routt County's obligations under the 2GO Grant. The 2GO Grant term terminates on July 31 2019, unless terminated earlier. Subject to available funding, this Agreement will extend through December 31, 2019, when it is

anticipated the new grant award for 2019-2020 will be awarded. Should a new grant be awarded that allows this Agreement to extend beyond December 31, 2019, the parties shall enter in to an Amendment of this Agreement to revise the term.

6. **Business Associate Contract.** Concurrently with this Agreement, the Parties shall execute a Business Associate Contract, attached as Exhibit 3, and incorporated herein by reference.

7. **Recordkeeping.** Mind Springs shall be responsible for maintaining all records relating to the 2GO Grant as required by the 2GO Grant and for submitting requests for reimbursement.

8. **Insurance.** Mind Springs shall be responsible for worker's compensation and all other benefits for Mind Springs and its employees working on the 2GO Grant and such employees shall not, for any reason, be deemed the agents, servants or employees of County. Neither Mind Springs nor any employee of Mind Springs shall be entitled to unemployment insurance benefits through the County and Mind Springs shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder. Mind Springs shall maintain commercial general liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1,000,000 and a deductible of not more than \$1,000. Prior to commencement of work, Mind Springs shall cause County to be named as an additional insured and shall provide County with evidence, acceptable to County, that the insurance required hereby is in full force and effect. Mind Springs 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 Mind Springs notice of its intent to cancel such insurance.

9. **Indemnification.** To the extent allowed by law, each party hereto shall indemnify the other party and hold and defend the other party and its officials, officers and employees harmless from all costs, claims and expenses arising from claims made by any person in connection with the acts or omissions of, or representations by, the indemnifying party if such cost, claim or expense is caused by, or is claimed to be caused by, the acts or omissions of the indemnifying party or its officials, officers or employees. This indemnification shall not apply to claims by third parties against the indemnified party to the extent that the indemnified party is liable to such third party for such claim without regard to the involvement of the indemnifying party. It shall be a condition to liability under this paragraph that the indemnified party promptly provide to the indemnifying party a copy of any summons, complaint or other notice of claim with respect to any claim for which the indemnified party may seek indemnification or defense hereunder. Within 10 days following the giving of such notice of claim by the indemnified party, the indemnifying party shall acknowledge receipt of such notice in writing to the indemnified party and, in such notice, accept the defense and obligation to indemnify the indemnified party hereunder. Following such acknowledgment, the indemnifying party shall take all actions reasonably necessary to protect the indemnified party from such claim and the indemnified party shall cooperate in such defense. In the event that the indemnifying party fails or refuses to give such acknowledgment of receipt and acceptance to the indemnified party within the 10 day

period specified, the indemnified party may, but shall not be obligated, to assume its own defense and thereafter recover all costs of such defense from the indemnifying party.

10. **Employment of Illegal Aliens.** 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, Mind Springs (“Contractor” in this paragraph) 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 provision, “Department” means the Colorado Department of Labor and Employment.

11. **No Assignment.** The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that in entering into this

Agreement, County is relying upon the personal services and reputation of Mind Springs. Therefore, Mind Springs may not assign its interest in this Agreement without the prior written consent of County, which may withhold such consent in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party.

12. **Attorney Fees.** In the event that either party to this Agreement brings suit to enforce, interpret or rescind this Agreement, the substantially prevailing party shall be entitled to recover from the other party its attorney fees and other costs incurred in connection with such legal action.

13. **Choice of Laws and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce, interpret or rescind this Agreement shall be in the Colorado judicial district in which Routt County is located at the time that such action is brought.

14. **Entire Agreement.** This Agreement is the entire agreement between the parties concerning the 2GO Grant. This Agreement may be amended only by a written document approved and executed by both parties.

15. **Notice.** Notice to Routt County as provided herein, shall be made in writing, and sent by certified mail, postage prepaid, to the following address:

Routt County Human Services
Attn: Kelly Keith
Post Office Box 773598
Steamboat Springs, Colorado 80477

Notice to Mind Springs as provided herein, shall be made in writing, and sent by certified mail, postage prepaid, to the following address:

Mind Springs Health
Attn: Contracts Manager
715 Horizon Dr. Suite 225
Grand Junction, CO 81506

Signatures on following page

BOARD OF COUNTY COMMISSIONERS
OF ROUTT COUNTY, COLORADO

By: _____
M. Elizabeth Melton, Chair

Date: _____

ATTEST

Kim Bonner
Routt County Clerk

Mind Springs Health, Inc.

By: Michelle Hoy
Michelle Hoy, Exec. VP, Mental Health Center

Date: 6/17/19