

**PURCHASE OF SERVICES AGREEMENT
CORE SERVICES PROGRAM
FAMILY AND INDIVIDUAL INTENSIVE THERAPY
June 1, 2021 – May 31, 2022**

1. This Agreement, effective as of June 1, 2021, is by and between Routt County, Colorado, acting through its Board of County Commissioners for the benefit of the Routt County Department of Human Services at Steamboat Springs, Colorado, hereinafter called "County" and 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 ("Contractor").

2. **Term.** This Agreement is effective from June 1, 2021, through May 31, 2022, regardless of the date of execution.

3. **Services.** County agrees to purchase and Contractor agrees to provide **Family and Individual Intensive Therapy Services** ("Services") as more fully described in Exhibit A, Scope of Services - Fee Schedule, to eligible youth and families at a location that shall facilitate the provision of such Services. These Services are described in 12 CCR 2509-4-7.303 (Staff Manual Volume 7) and the State-approved County Core Service Plan, which are incorporated by reference herein.

4. **Fee Schedule.** As consideration for the Services to be performed by Contractor, County shall pay to Contractor the fee as set forth in Exhibit A.

5. **Billing.** Contractor shall submit billing for Services performed on a monthly basis no later than the 10th day of the month following the month in which the Services were performed. Contractor shall provide County with such other supporting information as County may request. County shall pay all properly submitted invoices within 30 days after receipt of each such invoice and any supporting information requested by County. All billings shall include the Contractor's taxpayer identification number or social security number.

Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.

6. Contractor shall:
- A) Not charge clients any fees related to Services provided under this Agreement.
 - B) Hold the necessary license(s) which permit(s) the performance of the Services and/or to meet applicable State Department of Human Services qualification requirements.
 - C) Comply with all Federal, State and local laws and regulations, including, but not limited to, the requirements of the Medicaid, Medicare or other insurance eligibility, billing and reimbursement, Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.

D) Provide the services at a cost not greater than that charged to other persons in the same community.

E) Safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.

F) At such times and in such forms as the County and/or the State Department of Human Services may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by the Agreement. Contractor shall maintain its records for a period of seven (7) years after receipt of final payment under this Agreement.

G) Make reasonable efforts to participate in family engagement/team meetings scheduled by the County for all referred clients.

7. County shall:

A) Determine child and/or family eligibility and provide Contractor with authorization for Services, specifying begin and end service dates.

B) Provide Contractor with referral information for the child and/or family including name, address, and social, medical, and educational information, as appropriate to the referral.

C) Monitor the provision of contracted service.

D) Pay Contractor after timely receipt of billing statements for Services rendered satisfactorily and in accordance with this Contract.

E) Input information in the Colorado computerized child welfare case management and provider payroll system to authorize Contractor's provision of Services and initiate payment.

8. 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, office and computer supplies, meeting expenses of its employees, phone/fax/internet fees, employee benefits including any type of leave, 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 unemployment insurance benefits, Worker's Compensation benefits or any other benefit of employment with County. Contractor shall be 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.

9. No Subcontracting. None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Routt County Board of County Commissioners.

10. **TABOR.** The financial obligations of the County 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 the end of the County's current fiscal year. The County is not obligated to make any future apportionment or allocation to the Agreement. Any work performed in excess of amounts appropriated shall be solely at the risk of the Contractor. This Agreement is not intended to create a multiple/fiscal year direct or indirect financial obligation of the County. The obligation of the County 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.

11. **Records.** At any time during normal business hours and as often as the County may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination by the County and the State Department of Human Services or authorized representatives thereof. The Contractor shall permit the County 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 of personnel, conditions of employment, and other data with respect to matters covered by this Agreement. The County may call for a certified, independent audit to be performed, at Contractor's expense, by a mutually agreed upon auditor.

12. **Indemnification.** The Contractor agrees to indemnify and hold harmless the County, and their 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 its employees and agents, 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 County may otherwise be entitled.

13. **Public Contracts for Services Act.** This Agreement is subject to the provisions of Workers with Authorization – Prohibition – Public Contracts for Services - Rules found at C.R.S. § 8-17.5-101 *et seq.* By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this Contract 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 Contract.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Contract; 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 a worker without authorization to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract 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 Contract is in effect.

D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, Contractor shall:

(1) Notify the subcontractor and the County within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an worker without authorization; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

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

F. If Contractor violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the County terminate the Contract for such breach.

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

14. Termination. Either party may terminate this Contract upon thirty (30) days prior notification in writing. Upon such termination, Contractor shall be entitled to compensation for services performed prior to the date of termination.

15. **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.

16. **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.

17. **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.

18. **Authority to Sign.** Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

ROUTT COUNTY, COLORADO

Timothy V. Corrigan, Chair
Routt County Board of County Commissioners

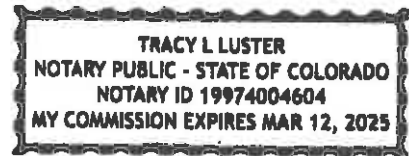
Date: _____

ATTEST:

Kim Bonner
Routt County Clerk and Recorder

CONTRACTOR

Michelle Hoy
Name: Michelle Hoy
Title: Executive Vice President, Mental Health Center
Date: 8.5.21



STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed and affirmed to before me this 5th day of August, 2021, by Michelle Hoy, the Executive Vice President, Mental Health Center, Colorado West Regional Mental Health, Inc.

Witness my hand and seal.
My commission expires: 3/12/25

Tracy Luster

Notary Public

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June 1, 2021 – May 31, 2022**

**Exhibit A
Scope of Services – Fee Schedule.**

A. Contractor shall provide the equivalent of at least two full-time Mental Health Clinicians (eg. LCSW or other clinician supervised by an LCSW)(“Clinicians”) at all times to provide therapeutic/mental health services for a minimum of 24 identified youth and their families. Clinicians will utilize a Family Focused Approach in the provision of services to include individual, family, and group.

The Metrecovery model is used to front load services in a treatment team approach. Services will be provided in a front loaded manner at a high intensity. If a youth needs more services, more services will be provided. For example, and not for purposes of limitation, services will not be limited to once per week if a youth needs more services.

An emphasis will be placed on the family with weekly services offered to the family. The individual youth will be offered weekly or bi-weekly services. High intensity services means there will be more than one service or contact with a family per week completed by the case manager or team. Once there is no longer a need for weekly contact, the family will be transitioned out of the program with support. The last month of services for a family will be less intensive. The expected length of services in the program is 6-9 months with a maximum of one calendar year. While one family is being transitioned out of the program another family will be on-boarded into the program.

B. The Clinicians will provide consults to school staff and attend client staffings with the student’s identified team, as needed and/or requested, in order to assist staff in gaining the skills necessary to support the students’ mental health and thus, academic success at school. Although typically provided by the clinicians, these consults and staffings will be billed as Case Management.

The desired goal of the consults and staffings shall be to support the students’ educational success, including assisting other school staff develop the skills needed to develop educational and behavioral plans for FIIT students in the general school setting.

C. For Intervention Youth, Contractor shall provide County with written reports on the provision of services as follows:

1. Within one month of enrollment/participation, Contractor shall submit a treatment plan for the child/child’s family with specific objectives and target dates. The treatment plan is subject to county approval.

2. At intervals of 1 month, from the time of enrollment/participation, Contractor shall submit a monthly treatment summary that includes progress and barriers in achieving provisions of the treatment plan.

3. It is understood that the bill for services comes from accounting and treatment summaries come from clinical staff. However, County will not pay for services billed unless and until the treatment summary is received.

D. For Prevention Youth (PA3), Contractor shall provide County with the Full Name, Date of Birth, Gender, Address, Name of Parent/Caretaker, Citizenship Status, and start and end dates in a monthly spreadsheet. This information will be utilized to identify program utilization.

E. Contractor shall provide services only to residents of Routt County, regardless of what school the child attends.

F. Contractor shall coordinate and arrange for the facilitation of at least three (3) meetings/presentations during the 2021-2022 Core Services Fiscal Year, June 1, 2021 - May 31, 2022. The timing of the meetings would be most useful if held sometime near the middle of the 1st semester of school, end of the 1st semester of school and early/mid-April 2021. The last meeting shall occur no later than April 15, 2021. Mind Springs may enlist the support of the Department of Human Services in the coordination and facilitation of meetings/presentations.

PURPOSE: Dissemination of program information as identified, but not limited to,

- Program Goals
- Clarification of Program Goals – baseline and projections
- Program/Goal Performance - Progress
- Current Program Utilization
- Program data to be or already gathered, historical and current as appropriate
- High-Risk (DHS) Students
- PA 3 (prevention) Students
- Locations/Districts/ Buildings utilizing DTA resources
- Behavioral Health Issues
- Educational Challenges
- # of monthly student contacts
- # of monthly in-home therapy contacts
- Student attendance rates
- On-going and collaborative program improvement discussions
- Funding attainment and challenges
- Other Items as identified by partnering agencies and stakeholders

Invited Participants shall include: Administrators/Supervisors of Mind Springs and the Department of Human Services, Routt County School Superintendents, individual middle and high school building Administrators, Program Providers – Instructor and Therapists, and any other stakeholders as deemed appropriate.

G. Contractor shall identify on its billing each youth being served as a high-risk student, also identified as Intervention Youth and each youth being served for prevention purposes, also identified as Prevention Youth (Program Area 3 “PA3”).

H. The County and Contractor will, on an ongoing basis, evaluate the utilization of the program. Payment will be reduced at the discretion of the County if the Contractor fails to provide all of the services required under the Agreement.

I. The amount to be expended pursuant to this Agreement shall not exceed \$9,272.00 per month for all Services to be provided. Should Contractor not provide at least 2 full time equivalent Clinicians for any reason, the amount to be billed and the amount to be paid shall be the level of full time equivalency actually provided during the given month.