

# Subrecipient Grant Agreement

between  
Mesa County, Colorado  
and Colorado West  
Regional Mental Health,  
Inc. d.b.a, Mind Springs  
Health, Inc.

This Agreement is entered into by Mesa County, Colorado, a political subdivision of the State of Colorado, through the Mesa County Board of County Commissioners (the “County”), and Colorado West Regional Mental Health, Inc., d.b.a. Mind Springs Health, Inc. (the “Grantee”).

## Purpose of the Agreement

WHEREAS, County administers a grant from the State of Colorado Department of Human Services for criminal justice early intervention, also referenced as the “196 Grant”; and

WHEREAS, the Grantee successfully completed an application for the grant and has been selected by committee to receive funds for the purpose of providing behavioral health services as further provided in the 196 Grant; and

WHEREAS, 196 Grant funds are available to fund the services to be provided by Grantee.

NOW THEREFORE, in consideration of the promises and consideration contained herein, the parties agree to the following:

- 1 Scope of Work: Grantee agrees to provide the services set forth in Attachment A, attached hereto and incorporated herein (the “Services”).
- 2 Payment: Both parties agree to the terms set forth in the payment sections of Attachment B, attached hereto and incorporated herein. Total funding for services provided under this Contract shall not exceed \$ 300,000.00.
- 3 Performance Period: The term of this Agreement shall be from March 1, 2024 through December 31, 2024, which is concurrent with the term of the 196 Grant. Both parties agree the terms and conditions of this Agreement continue for the entire performance period, unless earlier terminated per the provisions provided herein and subject to continuing funding appropriation. This Agreement may be extended upon mutual agreement of the Parties for up to four (4) additional one (1) year periods, contingent upon the applicable fiscal year funding. Should County choose to renew any contract periods, each renewal shall be for a calendar year from January 1 to December 31.
- 4 Independent Grantee Relationship: The Grantee shall perform its duties hereunder as an independent grantee and not as a partner or employee of Mesa County. Neither the Grantee nor any

employee or agent of the Grantee shall be, or shall be deemed to be, an employee, partner or agent of Mesa County. The Grantee shall pay when due all required employment taxes and income tax and local head tax on any monies paid pursuant to this Agreement. The Grantee acknowledges that the Grantee and its employees are not entitled to unemployment insurance benefits unless the Grantee or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Grantee shall have no authorization, either express or implied, to bind the County to any contracts, liability, or understanding except as expressly set forth herein. The Grantee shall provide and keep in force workers' compensation insurance coverage (and show proof of such insurance coverage) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Grantee, its employees and agents.

Contained in this Agreement are various terms, such as "partners" or "partnership". However, the parties are not legally "partners" to the extent that term encompasses joint and several liabilities, and anywhere the word partner is used in this Agreement or Attachments is not intended to be as a legal "partner." Each party under this Agreement is responsible for its own employees, representative, agents, and subgrantees. Grantee will indemnify and hold harmless Mesa County for any and all damages caused by the acts or omissions of its employees, representatives, agents or subgrantees. It is understood that the parties subject to the Governmental Immunity Act (the "GIA") do not intend to waive any defense a party may have under or pursuant to the GIA, and any party subject to the GIA may raise any defense available to it pursuant to the GIA.

5 Availability of Funds: Both parties agree that payments pursuant to this Agreement are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, County may terminate this Agreement immediately without further liability.

6 Agreement Administrators: The following individuals will act as Agreement administrators for the term of the Agreement:

Department:

Lisa Rickerd Mills, MSW, LCSW  
Mesa County Behavioral Health Manager  
544 Rood Ave  
Grand Junction, CO 81504  
lisa.mills@mesacounty.us

Grantee:

John Sheehan, President and Chief Executive Officer  
515 28 ¾ RD, Building A  
Grand Junction CO 81501  
JSheehan@mindspringshealth.org  
970-200-7080

7 Standard Terms and Conditions: Both parties are bound by the language in Attachment D - Standard Terms and Conditions, attached hereto and incorporated herein.

1 Insurance Requirements: Grantee shall provide the policies of insurance and coverages

required in Attachment C – Insurance Requirements, attached hereto and incorporated herein. Grantee understands it is responsible to provide proof of the same level of insuranc

for any subgrantees or subcontractors.

- 8 Termination for Cause: If, through any cause, Grantee shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, County shall thereupon have the right to terminate this Agreement for cause by giving written notice to Grantee of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate.

Notwithstanding the above, Grantee shall not be relieved of liability to County for any damages sustained by County by virtue of any breach of the Agreement by Grantee, and County may withhold any payment of any funds to which Grantee may otherwise be entitled to receive hereunder for the purposes of mitigating County's damages until such time as the exact amount of damages due to County from the Grantee are determined. If after such termination it is determined, for any reason, that Grantee was not in default, or that Grantee's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

- 9 Termination for Convenience: County reserves the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Agreement without liability by giving written notice of such termination to the other party. A written notice to terminate for convenience must be delivered to the other party a minimum of thirty (30) days prior to the date of final delivery of the Services hereunder. In the event of such termination, Grantee shall be paid for all satisfactory work accomplished and that portion of the Services provided pursuant to this Agreement. Any final settlement of compensation shall take into full consideration all work which has been properly performed and Services provided by Grantee and all payments which have or have not been made.
- 10 Immediate Termination: This Agreement is subject to immediate termination by County in the event County determines, in its sole discretion, that the health, safety or welfare of persons receiving Services may be in jeopardy by Grantee continuing to provide the Services. Additionally, County may immediately terminate this Agreement upon verifying that Grantee has engaged in or is about to participate in fraudulent acts.

- 11 Ownership of Documents/Payments upon Termination: Upon termination of this Agreement, regardless of the cause of the termination, all finished or unfinished documents, data, studies, surveys, reports or other material prepared by Grantee under this Agreement shall, at the option of County, become County property, and the Grantee shall be entitled to receive just and equitable compensation for any Services and supplies delivered and accepted. Grantee shall be obligated to return any unused or unobligated portion of payment advanced under the provisions of this Agreement.
- 12 Information Security: Grantee shall have in place an information security plan to provide security for the communication and information resources that support the operations and assets of that agency, such as physical access controls, log-in and password requirements, and access credentials. The grantee shall have adequate security for communication and information resources.
- 13 Emergency Management: Grantee shall have in place a plan to insure Grantee employees have a safe workplace, including taking steps to be prepared to deal with any potential emergencies or disasters that might impact the workplace. Short term losses may include physical damages to premises and contents in addition to revenue loss due to interrupted services, and loss of wages for temporarily displaced employees. Long-term economic impacts could include the complete loss of the business resulting in a loss of jobs and a weakened economy in the local community.
- 15 This Contract is subject to the Business Associate Agreement in Attachment “F” and Attachment “G” – SB 22-196 Criminal Justice Early Intervention Microgrant, attached hereto and incorporated herein by reference.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

\*Persons signing for Grantee hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the County is relying on their representations to that effect.

MESA COUNTY

\_\_\_\_\_  
Bobbie Daniel, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Clerk & Recorder

Mesa Springs Health, Inc.  
  
53844B67AF424AB...

3/7/2024 | 2:21 PM MST

\_\_\_\_\_  
John Sheehan  
President and Chief Executive Officer

\_\_\_\_\_  
Date

# ATTACHMENT A

## Scope of Work

### A. Project Description

The intent of the Targeted Case Management (TCM) service is to improve the overall quality of life of eligible adults with serious mental health disorders and to promote their long-term recovery. A primary focus of these services is to prevent homelessness and incarceration, divert individuals from unnecessary inpatient emergency room use and institutional levels of care, and increase community stability and tenure through engagement in behavioral health treatment and support services.

TCM services for adults include:

- A comprehensive assessment to determine individual strengths and service needs.
- Development of an individualized, person-centered plan of care with the individual, and with informed consent, his or her family and significant others.
- Connection to community resources.
- Assistance in securing entitlements and benefits.
- Connection to behavioral and somatic health care.
- Assistance in developing social support systems.
- Monitor engagement in services and support.
- Advocacy on behalf of the individual.

The TCM provider(s) will offer person-centered, participant-driven, and recovery-oriented services. They will assist uninsured eligible adults in applying for Medicaid as soon as clinically possible. For all TCM service recipients, the TCM provider shall facilitate access to all benefits and entitlements for which the individual may be eligible, including but not limited to Medical Assistance, Medicare, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Supplemental Nutrition Assistance Program (SNAP) and Temporary Cash Assistance (TCA). TCM provider(s) will assist eligible adults in identifying strengths, skills, and resources to address their basic needs to transition the individual from TCM services to mental health treatment, rehabilitation, and ancillary services while mobilizing natural supports wherever possible.

Referrals will come from local hospitals/clinics, the Sheriff's Department, Grand Junction Police Department, City of Grand Junction Fire, Mesa County Probation Department, Criminal Justice Services, and Mesa County Detention Facility. A Multi-Agency Collaboration (MAC) team will review the referrals and assign the level of service (see Performance Requirements) and appropriate provider.

All referrals will be reviewed, discussed, and assigned by MAC Team Leadership. MAC Team Leadership includes Mesa County Behavioral Health and Contractor Supervisors with each contracted agency.

## **B. Target Population**

TCM providers will serve adults, 18 years and older, who have underlying mental health and/or substance use disorders. Individuals will often have serious and persistent mental health disorders and can be considered frequent utilizers of emergency services, are chronically homeless, and are incarcerated (or will be released from incarceration).

County requests TCM provider(s) prioritize participants who may be particularly vulnerable to or at risk of adverse outcomes without these services in place. TCM provider(s) shall make special efforts to enroll these populations. Priority populations could include but are not limited to adults:

- Not linked to mental health services and medical services.
- Lacking basic support such as shelter, food, and income.
- Released from an inpatient psychiatric unit, State psychiatric hospital, local detention facility, or hospital emergency department.
- With a co-occurring mental health and substance use disorder to include participants in all stages of recovery.
- Identified as a high inpatient user or other high priority population.

## **C. Performance Requirements/Deliverables**

The Contractor shall complete in a satisfactory manner and by the indicated date, all activities stated below.

1. Provide TCM services will expand case management services and personnel to support 50 – 85 active clients by the end of the contract period.

2. Ensure participants meet the above criteria and classify participants according to the following levels of service identified during the MAC meeting:

**Level I – General:** A minimum of one (1) direct contact and one (1) indirect contact per week based on the participant's mental illness severity.

**Level II – Intensive:** A minimum of two (2) direct and two (2) indirect contacts per week based on the participant's mental illness severity.

- One (1) direct contact - one-hour per day of contact, which may include face-to-face, video, or telephone contact.
- Two (2) face-to-face contacts per month with a Community Case Manager is considered best practice. One (1) indirect contact - one-hour per day of face-to face, video, email, or telephone contact with nonparticipants that are directly related. One (1) indirect contact per month can include participation in the MAC meeting.

3. Offer comprehensive assessment and periodic reassessment:

- Assessment, or reassessment, involves the participant's stated needs and review of information concerning a participant's mental health, social, familial, cultural, medical, developmental, legal, vocational, and economic status to formulate a Care Plan.
- The assessment, or reassessment, of the participant's service needs is conducted by the Community Case Manager and incorporates input from the participant, family members, and friends, as appropriate.



- After an initial assessment, each participant will be reassessed every six (6) months.

4. Develop individualized Care Plans and conduct periodic revisions:

- A Care Plan is developed after the initial assessment is completed. At a minimum every six (6) months after that, the Care Plan should be updated in conjunction with the participant's schedule for reassessments to ensure the services provided remain sufficient. The participant, a legal guardian, the participant's family, and any significant others, with the participant's consent, can participate with the Community Case Manager, to the extent practicable, in the development and regular updating of the participant's Care Plan.
- The Care Plan specifies the individual's goals and actions to address the medical, mental health, substance use disorder, social, educational, and other participant needs. It includes the active participation and agreement of the participant, the participant's authorized health care decision-maker, and others designated by the participant. It also identifies strategies to meet the goals and needs of the participant.
- The Care Plan process promotes consistent, coordinated, and timely service provision. The Care Plan may include, as necessary and appropriate:
  - The Care Planning meeting, which includes the participant and with the participant's consent, providers, family members, and other interested persons, as appropriate, to establish, coordinate, revise, and review the Care Plan.
  - The development and periodic updating of the written individualized Care Plan based on the participant's needs, progress, and stated goals.
  - Transitional Care Planning that involves contact with the participant or the staff of a referring agency or a service provider who is responsible for planning continuity of care from an inpatient level of care placement to another type of community service.
  - Discharge planning from mental health case management services, when appropriate, or when goals for case management are achieved. Case management services are coordinated with other community services and discharge planning activities. These services do not duplicate activities provided as part of institutional activities.

5. Refer participants to appropriate services.

Community Peer Specialists, under the direction of the Community Case Manager, will assure the participant has applied for, has access to, and is receiving the necessary services to meet the participant's needs, such as mental health, substance use disorder, and medical services, resource procurement, transportation, or crisis intervention. Included in the referral process are:

- Community support development by contacting, with the participant's consent, members of the participant's support network, including family, friends, and neighbors, as appropriate, to mobilize assistance for the participant.
- Crisis intervention by referral of the participant to services on an emergency basis when immediate intervention is necessary and assuring that the needed intervention is successful or reassessing the

emergency and providing an alternative to address the situation. This could include notifying emergency needs to MCBH or MAC group for larger conversation and collaboration.

- Arrangements for the participant's transportation to and from services, which may include, as deemed necessary and appropriate by county, the leasing of up to two vehicles in the amount not to exceed \$5,000 (FIVE THOUSAND DOLLARS) per vehicle per calendar year. This amount shall be considered as the maximum limit for the lease, inclusive of all associated costs such as taxes, registration, and any other fees related to the acquisition of the vehicle. Contractor shall be solely liable for any maintenance, liability, or other costs associated with the vehicle.
- Outreach to locate service providers which can meet the participant's needs.
- Review of the Care Plan with the participant and with the participant's consent, the participant's family and friends, as appropriate, to facilitate their participation in the Care Plan's implementation.

#### 6. Continuously monitor participants' progress and quality of services.

The TCM providers will ensure the Care Plan is implemented and adequately addresses the participant's needs. They may include the participant, family members, providers, or other entities. The Provider must:

- Engage in ongoing interaction with the participant, and with the participant's consent, family, friends, and service providers.
- Follow up after service referral and monitor service provision on an ongoing basis, to ensure that the agreed-upon services are provided, are adequate in quantity and quality, and meet the participant's needs and stated goals.
- Revise the Care Plan to reflect changing needs identified from the service monitoring.
- Provide updates and barriers to participant Care Plans as requested by MCBH or MAC meeting participants.

#### 7. Ensure fidelity to the following program requirements.

- Employ qualified individuals as Community Case Manager and Community Peer Specialist with relevant work experience, and expertise with the populations served by the program.
- Assure that a participant's initial assessment is completed within 20 days after the participant has been referred to, and has elected to receive, TCM services. The initial Care Plan will be completed within 10 days following the initial assessment.
- Have formal written policies and procedures approved by MCBH addressing the provision of TCM services.
- Be available to participants and, as appropriate, 24 hours a day, 7 days a week to refer participants to needed services and in a psychiatric emergency, to refer to mental health treatment and evaluation services to support the participant in accessing a higher level of care.
- Respect the participants' rights to decline case management services and, as applicable, have documentation of that decision.
- Designate qualified staff to provide TCM services, including one (1) Community Case Manager and one (1) Community Peer Specialist.
- Be knowledgeable of the eligibility requirements and application procedures of federal, state, and local government assistance programs.
- Maintain information on current resources for mental health, medical, social, financial assistance, vocational, educational, housing, and other support services.
- Empower the participant through motivational interviewing to secure needed services.
- Encourage and facilitate the participant's informed decision-making and choices leading to the accomplishment of the participant's goals.

- Safeguard the confidentiality of the participant's records according to state and federal laws and regulations governing confidentiality.
- Develop Data-driven QI, Shared PHI Agreement, and Multi-Agency Collaboration (MAC) meeting as outlined by MCBH.
- Comply with County's fiscal reporting requirements.
- Comply with the requirements for the delivery of mental health services outlined by MCBH.

8. Maintain accurate, up-to-date, and quality documentation in standardized forms provided by MCBH. Each participant will have a file including the following:

- Initial referral to MCBH with identifying information and reason for referral.
- A current Release of Information signed by the participant or the participant's legally authorized representative.
- Documented completion date for participant initial Intake and Needs Assessment used to identify needs and assess the participant's willingness and readiness to engage in TCM services.
- An ongoing record of contacts made on the participant's behalf, including:
  - Date of contact, type of contact, and subject of contact.
  - Individual contact.
  - Clearly documented identified Community Case Manager or Peer Specialist making the contact.
  - Place of service.
  - Identified goal the participant is attempting to address and if the goal is achieved.
  - Timeline for obtaining needed services.
  - Documented Monthly Summary notes, which reflect progress made towards the participant's goals.
- Care Plan, updated, at a minimum every six (6) months. At a minimum, the Care Plan contains:
  - Description of the participant's strengths and needs.
  - Diagnosis established as evidence of the participant's eligibility for services.
  - Goals of TCM services, with expected target dates.
  - Assigned Community Case Manager and Community Peer Specialist.
  - A monthly report of clients served will be sent to the County.

9. The TCM service provider shall have staff that is sufficient in numbers and qualifications to provide appropriate services to the participants served and shall include, at a minimum:

- **Community Case Manager Supervisor** - Provides clinical consultation and training to Community Case Managers and Community Peer Specialists regarding serious mental illness. Supervises TCM services at a ratio of one supervisor to every eight (8) Community Care Managers.
  - Mental health professional with current Colorado LCSW, LPC, LAC, Psy, PhD, or RN .
  - One year of experience in a mental health supervisory role.
- **Community Case Manager** - Provides case management services to eligible participants. Qualifications include:
  - Bachelor's degree in a mental health field and one year of mental health experience, including mental health peer support; or Bachelor's degree in a field other than mental health and two years of mental health experience, including mental health peer support;
  - Willing to obtain and maintain Case Management certification.
- **Community Peer Specialist** - Works under the supervision of the case manager to assist participants to enroll in needed services and maintain compliance with those service requirements.

**Qualifications include:**

- Peers with lived experience involving a mental health condition.
- Peers with lived experience involving a substance use condition.
- Peers with lived experience as the primary caregiver of a current/former dependent with a mental health and/or substance use condition
- Willing to obtain and maintain Peer & Family Certification

**.D. Contract Monitoring and Oversight**

MCBH will engage in ongoing, periodic monitoring activities to evaluate the quality of service delivery and essential components of the program. Activities shall include, but are not limited to:

- Review of case ratios, administrative data reports, and claims data to evaluate program effectiveness.
- Review of policy and personnel records to ensure administrative compliance.
- Participation in any provider meetings as required by MCBH.
- Collection and submission of programmatic data, as required by MCBH.
- Timely and accurate submission of reimbursement requests.

Contractor must maintain financial records and other records pertinent to this agreement for up to five years, pursuant to generally accepted accounting principles and using appropriate and sufficient documentation of expenses, and upon request, make fiscal records, books, documents paper, plans and writings available to the Contract Manager, Accountants, State and/or Federal Program staff. The State and/or Federal are authorized to monitor the contractor's use and management of these funds and to review the Contractor's compliance with the law, policies, audit requirements, contract requirements, and State/Federal policy directives.

The TCM provider(s) will ensure MCBH has full access and copies of all materials to fulfill this contract oversight role. This should include but is not limited to case ratios, staffing levels and patterns, organizational parameters, service requirements, budget, and financial records.

The primary outcome for this population is measured by reducing the use of in-patient and other institutional-based care, obtaining and maintaining entitlements, participation satisfaction, gaining employment, and having a safe, clean, and stable living situation.

# ATTACHMENT B

## Budget & Payment Schedule

### A. Budget

County shall pay Grantee's allowable costs, not exceeding the maximum total amount for all allowable costs described in the Budget Table.

#### Budget Table:

Itemized Budget Description	Amount
<b>Expansion of Program Services</b>	<b>\$ 150,000</b>
Salaries:	
Benefits:	
Program Outreach Supplies	
<b>Program Coordination &amp; Support</b>	<b>\$140,000</b>
24/7 response, Agency On-Call, Referral Review & Assignment (17 weeks per contract (168 hrs per week x \$45 = \$7560 per week)	\$128,520
MAC Leadership Development & Client Review weekly meeting (56 meetings per contract @ \$45 per hour)	\$ 5,040
Retention & Utilization Data Development – Qtrly agency visit (\$150 per visit)	\$ 600
Detention Initial Visits & rMAC training (non-billable time) (\$45 hr)	\$ 5,840
Leased Vehicle (2) not to exceed \$10,000 per contract ending December 31, 2024	\$10,000
<b>Clinical Services</b>	<b>\$ 10,000</b>
Support MCBH, MCCT, & LE in non-MAC client reviews, homeless outreach, & support for new and/or non-clinical agencies on-call (MCBH manager approval for payment) payment)	
<b>Total Approved Budget</b>	<b>\$300,000</b>

## B. Payment Schedule

County shall provide Grantee, from available 196 Grant, for the performance period. Payment for each invoice shall be provided upon approval by the Board's Contract Administrators of invoice.

### **Monthly Invoicing**

Grantee shall complete and submit monthly reimbursement request to Contract Manager for approved expenses by the 10<sup>th</sup> of the following month. Payment shall be issued upon approval of invoice by the Contract Manager. Grantee must use invoice template incorporated herein as Attachment I.

Grantee shall send copies of all direct expense documentation including but not limited to paid receipts and invoices.

Evidence of other cost such as client vouchers, time sheets, travel forms and Grantee's documentation of payment to vendors and employee shall be made available upon request.

### **Quarterly Compliance Evaluations**

Compliance evaluations are a part of the MCBH risk assessment review of the Grantee and may be a factor in the selection of future contracts or grants. MCBH may provide this information to state agencies and, upon request, to others. The Grantee consents to the disclosure of any information or opinion contained in the evaluations incorporated herein as Attachment "H". The MCBH will complete and send the evaluation to the Grantee on a quarterly basis.

### **Contract Monitoring**

At the end of the quarterly contract period the performance of each contractor will be evaluated. The evaluation will be based on community member reduction in utilization of emergency services and incarceration (25%), contractors completed and current required documentation (25%), contractor required staffing and progress toward certification requirements (25%), and contractor adherence of contract requirements based on documented service level criteria (25%).

Upon calculating the performance, a score of 80% will be considered satisfactory. A score below this number will be poor performance and will initiate a requirement to submit a corrective action plan to demonstrate how the score will be improved. A score above this level will be considered excellent performance

The County will conduct contract monitoring that may include on-site visits to the Grantee

agency; and/or data collection activities of contractors and subcontractors, for the purpose of assuring that the scope of the contract is being met. Monitoring may include a review of eligibility documents, financial documents, and other as deemed necessary by the County.

Grantee must maintain financial records and other records pertinent to this agreement for up to five years, pursuant to generally accepted accounting principles and using appropriate and sufficient documentation of expenses; and, upon request, make fiscal records, books, documents, papers, plans and writings available to the Contract Manager, Accountants, State and/or Federal Program staff. The State and/or Federal are authorized to monitor the contractor's use and management of these funds and to review the Contractor's compliance with law, policies, audit requirements, contract requirements, and State/Federal policy directives.

Grantee shall close out this Contract within 30 days after the End Date. Contract close out entails submission to MCDHS by Grantee of all documentation defined as a deliverable in this Contract, and Contractor's final reimbursement request. All expenses for reimbursement must occur (service date, not paid date) within the term of the contract. If the project has not been closed by the Federal awarding agency within 1 year and 90 days after the end date due to Contractor's failure to submit required documentation that MCDHS has requested from Contractor, then Grantee may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

# ATTACHMENT C

## Insurance Requirements

1. Grantee agrees to procure and maintain, at its own cost, a policy or policies of insurance described in Paragraph 9 of this Attachment C and shall not start work to provide the Services under this Agreement until such insurance coverage has been obtained and approved in writing by the Department's Agreement Administrator.
2. Grantee shall require all subgrantees and sub-contractors and subcontractors and sub-subcontractors to maintain during the term of this Agreement insurance in the same manner as specified for Grantee. Grantee shall furnish subgrantee and sub-contractors and subcontractors and sub-subcontractors certificates of insurance to County's Agreement Administrator, immediately upon request.
3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation to County. In that notice, County's Agreement Administrator will be notified of any material changes in the insurance policy(s), including, without limitation any cancellation, non-renewal, or reduction in coverage or alteration of coverage.
4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, et seq., C.R.S., as amended.
5. All required insurance coverage must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to County. The insurers must also have policyholders' rating of "A-" or better and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless County grants specific approval for an exception.
6. Grantee shall procure and continuously maintain the minimum insurance coverage listed below and additional coverage as may apply, with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
7. The policies for Commercial General Liability and Comprehensive Automobile Liability shall be endorsed to specify that Mesa County and their respective officials, employees and volunteers shall be listed as Additional Insureds.
8. All certificates of insurance are to be submitted on standard "ACCORD 25-S" form.
9. Items listed below, which have been marked with an "X" are required of Grantee by County as a condition of this Agreement. Grantee's initial, placed by the corresponding "X", shall acknowledge the Grantee's compliance in meeting the specific insurance requirement(s).



Your

Initial

JS

X

X

COMMERCIAL GENERAL LIABILITY, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition, Grantee must either:

1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the Agreement

Or

2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

DS

JS

X

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado.

DS

JS

X

COMPREHENSIVE AUTOMOBILE LIABILITY insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

DS

JS

X

PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

-

EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

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Due to the nature and scope of the services to be provided under this Agreement, additional insurance is required. If this is marked, the description of additional required insurance will be included and referred to as "Attachment C."

# ATTACHMENT D

## Standard Terms and Conditions

1. Scope of Agreement: Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated and the Services, shall be deemed to be, and is, covered by this Agreement.
2. Safety: Precautions shall be exercised at all times for the protection of all persons including the Grantee, Mesa County and its employees, and their respective property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Grantee and any subgrantees or subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Grantee and any subgrantees and subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
3. Sub-Grantees: This Agreement is an agreement by which Grantee will provide personal services. This Agreement may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Agreement without the prior express written consent of County shall render the Agreement null and void with respect to the attempted assignee.
4. Financial Audit: County, or its designee, may, at reasonable times, during the term of this Agreement or for three years after its termination or expiration, audit Grantee's books with regard to this Agreement, and Grantee shall retain its books and records for the required period.
5. Exclusivity: This is not an exclusive Agreement. County may, at its sole discretion, make agreements with other entities for work similar to that to be performed by Grantee hereunder. Grantee may agree to perform similar work for others, and is not expected to work exclusively for County.
6. Conflict Resolution: This Agreement is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder that cannot be settled between the parties shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court shall enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.
7. Confidentiality of Information: Grantee agrees that any information received during any furtherance of the obligations hereunder will be treated as confidential and will not be revealed to other persons, firms or organizations, unless required by statute or other law.
8. Legal Authority: Grantee warrants that it possesses the legal authority to enter into this

Agreement and that it has taken all actions required by procedures, by-laws and/or applicable law to exercise that authority, and to lawfully authorize the undersigned signatory to execute this Agreement and to bind Grantee to its terms.

9. Inspection and Acceptance: County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Grantee under this Agreement. The right of inspection reserved in the Department is for protection of the Department in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Grantee from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
10. Indemnification: Grantee agrees to defend, protect, hold harmless and indemnify Mesa County and its respective officials, directors, employees, agents, representatives, counsel and affiliates, and their respective heirs, successors and assigns, from and against any and all controversies, claims, demands, rights, causes of actions, liens, remedies, obligations, duties, damages, costs, losses, expenses, attorneys' fees, debts and liabilities (collectively, the "Claims") which arise out of Grantee's negligence, intentional tortuous conduct, or bad faith breach, or Grantee's failure to comply with any of its representations, warranties, agreements or covenants under this Agreement, whether any or all of such Claims are, at the present time liquidated, known or unknown, foreseen or unforeseen, concealed or hidden, suspected or unsuspected, or statutory, at law or in equity. Neither party shall take such action which could cause the other party to be in breach of the terms and conditions of the Agreement.
11. Grantee expressly understands and agrees that any insurance or bond protection required by the contract, or otherwise provided by Grantee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided and that such obligation exists even if the claim is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended.
12. Force Majeure: Neither Grantee nor County, including its officials, directors, agents, representatives and employees shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means epidemic, pandemic, act of government, fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected of reasonable diligence, could not have been prevented by the party affected.
13. Severability: To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision of the Agreement or its attachments be declared invalid or become inoperative for any reason, such invalidity

or failure shall not affect the validity of any other term or provision herein.

14. Modification and Amendment: This Agreement is subject to such modifications and/or amendments as may be necessary. No modification or amendment to this Agreement shall be effective unless agreed to in writing by both parties.
15. Survivability: Notwithstanding anything therein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the County if Grantee fails to perform or comply as required.
16. Conformance with Law: Grantee shall at all times during the performance period strictly adhere to all applicable federal, state and local laws and implementing regulations as they currently exist and may hereafter be amended, including, without limitation, laws applicable to discrimination and unfair employment practice. Grantee shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Agreement.
17. Non-discrimination: Grantee shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Agreement.
18. The Grantee assures that where activities supported by this Agreement produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature, the Department has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Grantee may copyright such, but County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.
19. This Agreement constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the parties. The Agreement shall be read as a whole, rather than each item being read separately.

# ATTACHMENT E

This attachment is intentionally omitted

# ATTACHMENT F

## Business Associate Agreement

### Definitions

#### Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean \_\_\_\_\_.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Mesa County.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

### Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

Notice shall be given to Health by notifying: \_\_\_\_\_ unless otherwise designated in writing.

Notice shall be given to the Business Associate by notifying:

Contract Administrator for the Contractor is: \_\_\_\_\_, unless otherwise designated in writing.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the covered entity” as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the “covered entity” as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### **Permitted Uses and Disclosures by Business Associate**

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information subject to only the minimum necessary to meet the purpose of the request.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164.

#### **Term and Termination**

(a) Term. The Term of this Agreement shall be effective as of the effective date of the body of this agreement, and shall continue as long as the “covered entity” and the “Business associate” have a business relationship or until this agreement is specifically terminated or canceled.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate shall return to covered entity all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

**Amendment**

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

MESA COUNTY

\_\_\_\_\_  
Bobbie Daniel, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Clerk and Recorder

Mind Springs Health, Inc.

DocuSigned by:  
*John Sheehan*  
53844B67AF424AB...

John Sheehan  
President and Chief Executive Officer

3/7/2024 | 2:21 PM MST

\_\_\_\_\_  
Date



# ATTACHMENT G

BHA SB 22-196 Criminal Justice Early Intervention Microgrant





**ATTACHMENT H**  
MAC Team Quarterly Worksheet

### MAC Team Quarterly Incentive Worksheet

This tool is used to monitor and evaluate quality of service delivery and essential components of the program.

Upon calculating the performance score, 80% will be considered satisfactory

Documentation	Utilization & Retention
<p><b>Participants Assigned:</b></p> <p style="padding-left: 40px;"> <input type="checkbox"/> Active MAC  <input type="checkbox"/> Pending Status  <input type="checkbox"/> Standby  <input type="checkbox"/> Incarcerated  <input type="checkbox"/> Suspended         </p> <p>General Chart Review (5)</p> <p style="padding-left: 40px;"> <input type="checkbox"/>/7 Participant information, current ROI, Initial Assessment, Screener updates, referral updates, and contact documentation         </p> <p style="padding-left: 40px;"> <input type="checkbox"/>/8 Care Plans, Transition, and Discharge Plans         </p> <p style="padding-left: 40px;"> <input type="checkbox"/>/10 In-depth Chart Review (1)         </p> <p style="text-align: right;"><b>/25 points</b></p>	<p style="padding-left: 40px;"> <input type="checkbox"/>/10 Show significant reduction in utilization of hospital, jail, or psychiatric admissions.         </p> <p style="padding-left: 40px;"> <input type="checkbox"/>/10 Show increased retention in stability through maintaining entitlements, program participation, gaining employment, and/or stable living situation.         </p> <p style="padding-left: 40px;"> <input type="checkbox"/>/5 Attempted and/or receiving all entitlements eligible         </p> <p style="text-align: right;"><b>/25 points</b></p>
Staffing, Training, and Certification	Service Requirements
<p>Number of Community Case Manager Supervisors: _____</p> <p>Number of Case Managers for MAC Team participants: _____</p> <p>Number of Peer Specialists for MAC Team participants: _____</p> <p style="text-align: right;">/5 points</p> <p style="padding-left: 40px;"> <input type="checkbox"/>/10 - Employ qualified staff         </p> <p style="padding-left: 40px;"> <input type="checkbox"/>/10 - All staff are provided and up-to date in required training         </p> <p style="text-align: right;"><b>/25 points</b></p>	<p style="padding-left: 40px;"> <input type="checkbox"/>/7 Formal Written Policy &amp; Procedures. Safeguard the confidentiality of the participant's records according to state and federal laws and regulations governing confidentiality.         </p> <p style="padding-left: 40px;"> <input type="checkbox"/>/5 Provide 24/7 response to participants         </p> <p style="padding-left: 40px;"> <input type="checkbox"/>/5 Community response to support client needs         </p> <p style="padding-left: 40px;"> <input type="checkbox"/>/8 Attend MAC Team development meetings, training, and provider forums required by MCBH.         </p> <p style="text-align: right;"><b>/25 points</b></p>

## Process for Review

### Documentation Review:

1. Pull report for each agency that identifies all participants assigned
2. Document number of participants assigned in each "Client Status" (Incarcerated, Active, etc...)
3. Randomly identify 5 participant ID numbers for each agency in Active client status, selecting 1 of the 5 for in-depth review.
4. Review each chart for:
  - a. Initial referral to MCPH with identifying information and reason for referral.
  - b. Current ROI signed by the participant or legally authorized representative with initial date of signature. Updated case management software activity notes when ROI is revoked
  - c. Assigned Agency, Community Case Manager, Community Peer Specialist, and phone number.
  - d. Initial Assessment completed within 20 days after acceptance of referral and documented in case management database (no clinical information). Reassessments will be completed every 6 months, if not sooner and documented in the case management database.
  - e. Screener is completed during each case management meeting and/or if there is a change in utilization. Screener updated notes should be documented in the case management activity section after every update.
  - f. An ongoing record of contacts, as determined by level of service need.
    - Level I - General: 1 direct contact and one indirect contact per week. Documented in the case management database.
    - Level II - Intensive: 2 direct contacts and one indirect contact per week. Documented in the case management database.

\*\*Direct contact = one-hour per day of contact, which may include face-to-face, video, or telephone contact by assigned case manager. Indirect contact = one-hour per day of face-to-face, video, email, or telephone contact with nonparticipant that directly relates to the participant or to support participant.
  - g. An ongoing record of all contacts and referrals made on the participant's behalf, including:
    - Date of contact, type of contact, and subject of contact.
    - Individual contact.
    - Identified Community Case Manager or Peer Specialist making the contact.
    - Place of service.
    - Identified goal the participant is attempting to address and if the goal is achieved.
    - Timeline for referrals made, waitlists for services requested, or barriers to obtaining services

#### h. Care Plans, Transition, and Discharge Plans

Initial Care Plan completed within 10 days after Initial Assessment and documented in case management activity note. Care Plans will be completed every 6 months, if not sooner and documented in the case management database.

Care Plans clearly identify the participant's needs, goals, strategies, and progress. Care Plans will be evaluated to ensure accuracy, completeness, and provide first responders with information to support participant needs.

Transitional or Discharge Planning will be included for participants who may be incarcerated or hospitalized to ensure continuity of care when participant moves from acute care facility to community services. This will be included in the case management software activity note.

Care Plans will include identified referrals made to support participant's needs and goals. Ongoing follow up after service referral is made, monitoring of service providers to ensure quality and timeliness of services. Provide updates, barriers, and acceptance of all referrals in case management software activity note.

#### 5. In-depth chart review:

- a. MCBH will contact agency to coordinate meeting for site visit for documentation, staffing and program review
- b. During site visit, one chart will be identified for further review
- c. Chart review will include:

##### Assessment/Reassessment:

Initial Assessment completed within 20 days after acceptance of referral. After Initial Assessment, each participant will be reassessed every six months. All assessments and reassessments will be conducted by the Community Case Manager and incorporate input from the participant, their family, and friends, as appropriate.

Assessment, or reassessment, involves the participant's stated strengths, needs and review of information concerning a participant's mental health, social, familial, cultural, medical, developmental, legal, vocational, and economic status.

Participant's intake, assessments, and other screens used to identify needs including an assessment of participant's willingness and readiness to engage in case management services.

Identification of participant's goals with expected target dates, achievements, and monthly summary notes, which reflect progress made towards participant's goals.

**Utilization & Retention Data:**

- a. MCPH will pull Utilization Report to review during site visit. Primary outcome for participants is measured by reducing the use of in-patient and other institutional-based care, obtaining and maintaining entitlements, participation satisfaction, gaining employment, and finding/maintaining safe, clean, and stable housing.
- b. Provide support and collaboration in all referral decisions. Will ensure that participant has applied for, has access to, and is receiving the necessary services to meet the participant's needs. Including mental health, substance use, and medical needs, resources procurement, transportation, or crisis intervention.
- c. Continuously monitor participant's progress and quality of services participant is receiving

**Staffing, Training, and Certification:**

Staffing

- a. Community Case Manager Supervisor: 1:8 ratio providing direct supervision to Case Managers and Peer Specialists. Requires LCSW, LPC, LAC, Psy, PhD, or RN plus one year of experience in mental health supervision.
- b. Community Case Manager: Bachelor's degree in mental health or other helping profession with 1-2 years' experience in the mental health profession.
- c. Community Peer Specialist: Supervised by Case Manager. Requires diploma or equivalent plus 2 years' experience working with individuals with mental illness or substance use disorders.

Training & Certification

All staff have obtained or are working toward certification as Case Manager or Colorado Peer & Family Specialist.

All staff have completed MAC Team identified trainings: Motivational Interviewing, Mental Health First Aid,

**Service Requirements:**

- a. Formal written policies & procedures addressing case management services provided for MAC Team participants.
- b. Be reasonably available to referring agencies, Co-Response teams, and MCBH leadership 24/ 7, to support participant needs. Be available 24/7 for participants to ensure needed services and in a psychiatric emergency, to refer to mental health treatment and evaluation services to support the participant in accessing a higher level of care.
- c. Provide community-based response to participant and program needs.
- d. Participate in MAC Team development meetings, trainings, and provider forums scheduled by MCBH.
- e. Review agency's ability to Safeguard the confidentiality of the participant's records according to state and federal laws and
- f. regulations governing confidentiality.



# ATTACHMENT I

## Monthly Invoice Template

## Monthly Invoice

**Name of Agency:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Financial Contact:** \_\_\_\_\_  
**Financial Contact Email:** \_\_\_\_\_  
**Date of Services:** \_\_\_\_\_  
**Invoice #:** \_\_\_\_\_

Budget Categories	Approved Budget	Available Balance As of:	Current Request
<b>Expansion of Program Services</b>	<b>\$150,000.00</b>		
Salaries			
Fringe			
Program Outreach Supplies			
<b>Program Coordination &amp; Support</b>	<b>\$140,000.00</b>		
24/7 response, Agency On-Call, Referral Review & Assignment (17 weeks per contract (168 hrs per week x \$45 = \$7560 per week)			
MAC Leadership Development & Client Review weekly meeting (56 meetings per contract @ \$45 per hour)			
Retention & Utilization Data Development - Qtrly agency visit (150 per visit)			
Detention Initial Visits & rMAC training (non-billable time) (45 hr)			
<b>Clinical Services</b>	<b>\$10,000.00</b>		
Support MCBH, MCCT, & LE in non-MAC client reviews, homeless outreach, & support for new and/or non-clinical agencies on-call (MCBH manager approval for payment)			
	<b>Total Invoice</b>		<b>\$</b>

Submit invoice and your documentation to: [Kirk.Jones@mesacounty.us](mailto:Kirk.Jones@mesacounty.us)

