AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Interagency Agreement; State Innovation Model (SIM

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & Ouray County with West Central Public Health Partnership

Term Begins: 7/5/16 **Term Ends:** **Grant Contract #:**

Summary:

SIM stands for State Innovation Model to reduce stigma around mental health issues and integrate mental health into primary care.Ouray County applied to CDPHE for this grant and other counties of the West Central Public Health Partnership will be subcontractors. Due to lengthy negotiations

Fiscal Impact: $13,000

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Requesting budget amendment to 2016 adopted budget for this new grant. $2,000 to be spent in 2016, balance in 2017. no concerns.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/14/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 9/15/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/15/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 9/20/2016

Revised April 2015

Interagency Agreement

State Innovation Model (SIM) Local Public Health Agency Grant Program
West Central Public Health Partnership Behavioral Health Project

THIS agreement, made this **July 5, 2016**, by and between the Ouray County Board of County Commissioners, on behalf of Ouray County Public Health Agency (OCPHA) and West Central Public Health Partnership (WCPHP) and the respective Boards of County Commissioners of the counties of Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel, each of which is individually referred to as Subcontractor, but in no event is a county responsible for performance of any obligations or financial contributions of any other county.

Recitals:

WHEREAS, the State of Colorado Department of Public Health & Environment (CDPHE) has allocated Center for Medicare and Medicaid Services (CMS) State Innovation Model (SIM) grant funds to OCPHA for the purpose of providing funding for the SIM Project in the WCPHP communities, and

WHEREAS, each of the Subcontractors provides the staff to complete the strategic goals identified in the scope of work (attached),

NOW THEREFORE, it is hereby agreed that

1. **Statement of Work and Responsibilities**

Each Subcontractor agrees to carry out the scope of work described in its written plan for SIM related activities, as approved by OCPHA, in conformance with this agreement, the WCPHP Intergovernmental Agreement dated July 1, 2014, WCPHP Operating Agreement, and applicable state laws, rules, and regulations, pertaining to SIM funding.

2. **Payment Amount and Billing Procedure**

OCPHA agrees to pay each Subcontractor, in consideration for the services to be preformed, an amount not to exceed **$7,700 for Delta, Hinsdale, Montrose and San Miguel County public health agencies**, and not to exceed **$13,000 for Gunnison County Public Health Agency**, for each grant year during the period of this agreement. If allocated funds are not 80% spent or encumbered by each Subcontractor by December 31, 2016, OCPHA reserves the right to redirect the balance. Grant funds will be disbursed to the Subcontractor on a reimbursement of actual cost basis. Payment will be made to the Subcontractor upon receipt of legitimate requests for reimbursement and copies of receipts, invoices, and bill of expenditures from the Subcontractor for eligible SIM expenses. Documentation is to be submitted on the standard CDPHE Reimbursement Invoice Form and must match the amount requested. Any difference will be disallowed unless additional documentation is provided. Each **Subcontractor's Reimbursement request must be submitted monthly and within fifteen (15) days after month-end and must include the Subcontractor's General Ledger reports, timesheets and invoice documentation supporting the reimbursement request.** Each Subcontractor shall also retain in its files copies of all supporting documents for the request for reimbursement.

Only eligible expenditures under this Grant will be reimbursed to Subcontractor by Contractor. The eligible expenditures are limited to:

Personnel costs, supplies, operating expenses and travel related to program implementation are to be submitted for reimbursement to OCPHA with the check payable to the Subcontractor.

Deposits on account, late fees, and finance charges are not eligible expenditures, and will not be reimbursed to Subcontractors by Contractor.

3. Performance Term

Both parties agree that the term of this interagency agreement is from **date the contract between CDPHE and Ouray County Public Health Agency is fully executed in 2016** through **January 31, 2017.**

4. Availability of Funds

Payment by Contractor to Subcontractor is specifically limited to, is subject to and contingent upon, the availability of SIM funds from CDPHE for the purposes hereof. If funds become unavailable, as determined by the CDPHE, this Agreement shall be terminated. Contractor will not be responsible for paying or reimbursing Subcontractors for any expenses or other costs associated with the Work Plan except as such funds are fully available from CDPHE. Each County has the right to terminate this agreement in the event that funds are not appropriated by its board of county commissioners for that County's share of resources required by this IGA or any work plan adopted.

Funds are passed through from the CDPHE on Colorado Contract Routing # assigned by CDPHE.

5. Record Keeping Requirements

Each Subcontractor shall retain all client records for program participants at its offices. Each Subcontractor shall maintain a complete file of all records, documents, communications and other material which pertain to this project and agreement, and shall be easily separable from other Subcontractor records. Each Subcontractor can either retain the records pertinent to this contract for a period of 5 years after the conclusion of the Contract, or release them to OCPHA at the conclusion of the contract for OCPHA retention.

6. **Monitoring**

Subcontractor shall permit OCPHA and State agency monitoring and auditing of records and activities which are or have been undertaken pursuant to this agreement.

7. Reporting

Report Period	Report Type	Due Date
July 1 –September 30, 2016	Quarterly Progress	October 5, 2016
October 1 – December 31, 2016	Quarterly Progress	January 5, 2017

OCPHA reserves the right to require additional reporting if required by CDPHE; at which time a reporting deadline will be established.

8. Except as otherwise provided, the duties and obligations of Subcontractor shall not be assigned, delegated or subcontracted except with the express prior written consent of OCPHA.

9. Any failure of either party to perform in accordance with the terms of this agreement shall constitute a breach of the agreement.

10. Severability – If any part of this agreement should be held to be invalid, the remaining portions of the agreement shall remain in full force and effect. Any of the parties shall have the right to terminate their participation in this agreement by giving the other parties 30 days notice. If notice is given, the agreement will terminate at the end of 30 days, and the liabilities of the parties hereunder for further performance of the terms of the agreements shall thereupon cease, but the remaining parties shall not be released from duty to perform up-to-the-date of termination.

11. **Termination**. Except as otherwise provided in Paragraph 4 above, this Agreement will terminate at 11:59 p.m. on January 31, 2017.

12. **Liability**. Contractor is not liable for the actions, inactions, errors, or omissions of any Subcontractor, nor for any damages caused by any Subcontractor in the implementation of this Agreement or the Work Plan duties of any Subcontractor. Each Subcontractor agrees to indemnify, to the extent permitted by law, the Contractor for any damages or causes of action resulting from performance of Subcontractor obligations under this Agreement.

13. **Independent Performances.** No Subcontractor shall be considered an employee or a contractor under the control of the Contractor. Each Subcontractor is an independent county government operating under the laws and authorities of the state of Colorado. No employee of any Subcontractor shall be considered an employee of Contractor. Each Subcontractor takes responsibility for its employees, for paying employees, and for compliance with all applicable laws and regulations governing employment of county employees, and liability for same.

Ouray County Board of County Commissioners
Acting as the Board of Health

Lynn M Padgett — Aug. 2, 2016

Lynn M. Padgett, Chair — Date

Enclosed: Contractor Scope of Work

SUBCONTRACTOR:

Delta County Public Health

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Authorized Signature Date

SUBCONTRACTOR:

Gunnison County Health Department

_____

Authorized Signature Date

SUBCONTRACTOR:

Hinsdale County Health Department

_____

Authorized Signature Date

SUBCONTRACTOR:

Montrose County Public Health Agency

_____

Authorized Signature Date

SUBCONTRACTOR:

San Miguel County Health Department

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Authorized Signature Date