AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Regional Human Service Agency Core Allocation Inte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County/Midwestern Mental Health

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Cores Services - IGA for Mental Health Services - Gunnison/Hinsdale Clients

Fiscal Impact: 0

Submitted by: Randy Morgan **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
100% State funding, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/24/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 9/26/2016 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/27/2016

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

Agenda Date: 10/4/2016

Revised April 2015

PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
SUBSTANCE ABUSE SERVICES

THIS PURCHASE OF SERVICE CONTRACT for CORE Services (this "Agreement") made by and between the Board of County Commissioners of Montrose County, State of Colorado ("BOCC") and Midwestern Colorado Mental Health Center ("Contractor"), Tax Identification Number is 84-0561224.

WHEREAS, the BOCC has entered into an Intergovernmental Agreement ("IGA") for the provision of such services in a six (6) county region made up of Ouray, San Miguel, Gunnison, Hinsdale, Delta and Montrose Counties ("6-County Region"), which provides, among other things, that Montrose County shall be the coordinating County and the contracting fiscal authority for the substance above Core Services in the 6-County Region; and

WHEREAS, the County Departments of Human/Social Services ("County Department(s)") in the 6-County Region have approval over Contractor's use of certain ADAD funds allocated to the Contractor by CDHS, specifically Additional Family Services ("AFS") funds, and

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

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

I. SCOPE OF SERVICES

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

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

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

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

c) All counties in the 6-County Region shall be responsible for entering, maintaining and accounting for their own respective Purchase Service Agreement for all services through the State Trails system, including additional mental health and substance abuse.

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

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

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

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

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

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

system ("Trails") to authorize Contractor's provision of services to referred clients and to initiate payment to Contractor for services provided, as detailed in Section IV., below.

III. TERM OF AGREEMENT. The term of this Agreement shall begin _on October 1, 2016 and shall terminate at the close of business on September 30, 2017, unless services cannot be paid at the new rates within the State reimbursable period; current plus two prior months; in which case the old rates shall be paid for services to ensure State reimbursement.

IV. COMPENSATION.

A. Referred Clients: Core Services and AFS Funds.

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

In compliance with the Colorado Department of Human Services memorandum dated August 1, 2016, all other funding must be exhausted prior to utilized the core services funds. Should funding be depleted, the State will work with the affected county on a case-by-case basis to explore other available funding sources.

2. Clients' Fees. Core compensation in accordance with the terms of the Agreement represents one-half payment of fees for services provided to referred clients in the 6–County Region. Contractor shall not charge or collect fees from clients for services provided hereunder. Exhibit A represents the one-half to be billed to CORE. Contractor shall draw down AFS an equal one half. However, nothing in this Agreement shall preclude collection of fees outside of the mental health fees.

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

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

b) Adjustments. In the event the County Department discovers an error on the Contractor's billing statement, adjustments shall be made to the

billing statement and paid according to the adjustment. The County Department will provide a copy of the adjusted billing statement to the Contractor, detailing the adjustment made. If the Contractor does not agree with the adjustment and the dollar amount paid for any service, the Contractor shall contact the County Department to dispute the adjustment.

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

4. Billing Cut-off Date. Contractor will submit billing statement in a timely manner, by the 5th working day of the month following the provision of services. Failure to do so may result in nonpayment. Contractor's billing invoices are reimbursable for the current plus two prior months.

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

1. AFS and Non-Core Services Dollars. Contractor's services to clients without an initial open child welfare case may be funded with AFS dollars through the procedure and under the conditions enumerated above in I. B. 1. 2. 3.

2. Contractor's Submittals. The referral/eligibility forms required of Contractor in Section I. B. 1. 2. 3., above shall be provided directly to the respective County Director(s) or designee(s) on an as-needed basis. Contractor shall also provide the Contract Administrator, on or before the tenth day of the month following the month of service provision, a summary report, by County, of the number of client services in the prior service month and the amount of AFS funds expended.

V. APPROPRIATION OF FUNDS. Pursuant to §29-1-110, C.R.S., as amended, the financial obligations of the County, payable as set forth in this Agreement, are contingent upon funds being appropriated, budgeted, and otherwise made available. The County and the Contractor understand and acknowledge that the County is subject to Article X, Section 20, of the Colorado Constitution, commonly known as the "TABOR Amendments." Further, this Agreement is expressly conditioned upon the County's receipt of funds from the State of Colorado, and/or federal funding sources, as applicable to this Agreement. The County acknowledges that the appropriate percentage or portion of County funds, if any, to be utilized as compensation of this Agreement has been appropriated and budgeted or otherwise made available through June 30, 2017. The BOCC is not obligated to make any future apportionment of allocation to the Agreement. Any work performed in excess of amounts appropriated shall be solely the risk of the Contractor. Notwithstanding any other terms of this Agreement, it is expressly understood and agreed that: (1) Any BOCC financial obligation, whether direct or contingent, for all or any part

of the work under this Agreement, shall extend only to monies duly and lawfully appropriated and budgeted by the BOCC and irrevocably pledged pursuant to the purposes of this Agreement; (2) The BOCC does not by this Agreement irrevocably pledge present case reserves for payment in this or future fiscal years; (3) This Agreement is not intended to create a multiple/fiscal year direct or indirect financial obligation of the BOCC; (4) The obligation of the BOCC for expenditures, if any, arising during subsequent fiscal years in which this Agreement could be extended and be in effect, shall only extend to utilization of monies appropriated and budgeted and encumbered for the purpose of this Agreement in the fiscal year in which obligations arise; and (5) No change order may be issued requiring compensation for work which causes the aggregate payable amount under this Agreement to exceed the amounts appropriated, budgeted and encumbered for the payment of this Agreement in the fiscal year in which such obligations arise, unless the Contractor receives written assurance by the BOCC that lawful appropriations to cover the cost of the additional work have been made.

VI. INDEPENDENT CONTRACTOR.

A. The Contractor shall perform its duties hereunder 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 required to perform the services detailed herein. Such personnel shall not be employees of nor have any contractual relationship with the County.

B. Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation and meet applicable State Department of Human Services qualification requirements to perform such services. Neither Contractor nor its personnel, if any, is entitle to Worker's Compensation Benefits or any other benefit of employment with Montrose County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

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

VIII. RECORDS, REPORTS, AND INFORMATION. At such times and in such forms as the BOCC and the State Department of Human Services may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by the Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the

BOCC. Except as otherwise authorized by the BODD, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

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

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

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

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

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

Comprehensive General Liability, including broad form property damage: $150,000.00 per person and $600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S., as amended whichever amount is greater, and in addition $1,000,000 aggregate.

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

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

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

The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Additionally, if Contractor's insurer determines that the BOCC has an insurable interest as a result of the contractual relationship created herein, the BOCC shall also be names as an additional insured on the Comprehensive Automobile Liability Policy. Proof of Workers' Compensation & Employers Liability and Unemployment Insurance is required. Certificate(s) of insurance or copies of policies and appropriate endorsements required by this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to the BOCC.

XII. ILLEGAL ALIENS – PUBLIC CONTRACTS.

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services; or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

C. The Contractor shall not use either the E-Verify Program of the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

D. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contract with an illegal alien, the Contractor shall:

1. Notify the subcontractor and the BOCC within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph 1., above, the subcontractor

does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contractor 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 its authority.

F. Notwithstanding any other provision of this public contract for services, if the Contractor violates any provision of this paragraph, the BOCC may terminate this public contract for services and the Contractor shall be liable for all actual and consequential damages resulting from that termination.

G. Except where exempt by federal law and except as provided in §24-76.5-103(3), C.R.S., as amended, the contract for services must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to in §24-76.5-103(4), C.R.S., as amended, if such individual applies for public benefits provided under this public contract for services. If the Contractor has verified that the BOCC has accomplished such confirmation prior to the effective date of this public contract for services, the Contractor is relieved of responsibility under this paragraph.

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

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

XV. TERMINATION FOR CAUSE. If the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, as determined by the BOCC, or if the Contractor violates any of the terms or provisions of the Agreement, the BOCC shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to the Contractor at least fifteen (15) days before effective date of the termination and may provide the Contractor, in the BOCC's sole discretion, an opportunity to cure within that fifteen (15) day notice period. Upon termination for cause, Contractor shall be entitled to receive just and equitable compensation for work

satisfactorily completed prior to termination. Contractor shall not, however, be relieved of liability to the BOCC for damages sustained by the BOCC by virtue of any breach of the Agreement by the Contractor. The BOCC may withhold payment due to the Contractor for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

XVI. CONTRACT ADMINISTRATORS AND CONTACT PERSONS.

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

1. 5-County Region. Kristin D. Pulatie, Director, Department of Health and Human Services.

2. **Contractor.** _____, Executive Director, Midwestern Colorado Mental Health Center.

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

1. **BOCC and 5-County Region.** The referring County Director(s) and their designee(s); and

2. **Contractor.** The Core Services administrator for each local clinic of Midwestern Colorado Mental Health Center in the 6-County region.

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

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

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

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

XXI. AUTHORIZATION. Each of the individuals signing below affirms that he/she is properly authorized to execute this Agreement on behalf of the governmental agency or private entity party to the Agreement. Though this Agreement references the 6-County Region, Montrose County is the only county entering into this Agreement, and this Agreement has not be presented for approval to the other counties' governing bodies.

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

6- COUNTY REGION FISCAL AGENT,
MONTROSE COUNTY DEPARTMENT
OF HEALTH AND HUMAN SERVICES

_____

Kristin D. Pulatie, Director

_____

DATE:

MONTROSE COUNTY BOARD OF
COMMISSIONERS

_____

Glen Davis, Chairman

ATTEST:

_____

Deputy Clerk and Recorder

MIDWESTERN COLORADO MENTAL
HEALTH CENTER

_____
Name/Title

_____
DATE:

_____
DATE:

GUNNISON/HINSDALE DHS PAY RATES FOR CORE SERVICES PROVIDERS

2016-2017

_____$20/hour for group facilitation

_____$25/hour for ISST/Wraparound facilitation

_____$30 per hour for supervised visits. (On a case-by-case basis, provide oversight of parent/child visits. These visits will not be therapeutic in nature. Expectations of safety issues will be discussed beforehand. If the child/children in question are infants or toddlers, the expectation is that direction for basic parenting skills will be given.)

_____$45/hour for home based life skills/ parenting
_____$55/hour for unlicensed therapist
_____$60/ hour for unlicensed Master's level clinician
_____$70/ hour for licensed Master's level clinician
_____$80/hour for licensed master's level clinicians with specialty (CAC II, III, EMDR)
_____$90/hour for unlicensed Ph.D
_____$100/hour for licensed Ph.D.

_____ $1000.00 per parenting series, for up to two series, upon funding approval

_____Rate to be determined on a case-by-case basis.
Special or unusual circumstances may indicate that a case will require a custom pay rate. This will be a rate agreed upon in advance.

_____$60 per month for case management per case. This includes writing reports, phone conversations with professionals, case conferences/staffings.

TRAVEL REIMBURSEMENT.

A. In exchange for Providers travel, to provide services in the home outside the Gunnison area, mileage may be reimbursed from the Gunnison County Court House to the point of destination at a rate of $30 round trip to Crested Butte and $60 round trip to Lake City, as agreed upon by the Department which is case specific.
B. Other travel out of the immediate Gunnison area (not identified above) will be reimbursed at $22.50 per hour.

RESPONSIBILITIES OF GUNNISON COUNTY:

1. Refer clients to Provider with sufficient client history and reason for referral.
2. Communicate with Provider as much as necessary to assure optimal service to the client.
3. Invite Provider to participate in case conferencing or Administrative Reviews in a timely manner.
4. Provide a signed Release of Information to Provider
5. Reimburse Provider within a month following invoice.

RESPONSIBILITIES OF PROVIDER:

1. Provide referring case worker with written summary of assessment and treatment plan within 30 days of initial appointment.
2. Provide case specific services as identified on the family services plan in order to achieve the established outcomes.
3. Submit written progress notes to the caseworker every 30 days, specifying dates of services, progress toward goals and any treatment recommendations and/or other information that may be relevant to casework activities.
4. Administer pre and post-test measures for program evaluation purposes, as appropriate.
5. Provide aftercare recommendations and assist in transition of care as appropriate.
6. Participate in case conferencing upon request of the referring party.
7. Provide an invoice to Laura Rascon by the first Friday of the month following services.
8. Utilize the standardized invoice format
9. Maintain client confidentiality in accordance with Gunnison County Privacy Policy and HIPPA.

Regional Human Service Agency Core Allocation

Intergovernmental Agreement

This Intergovernmental Agreement, hereinafter referred to as the "Agreement" or "IGA" is made and entered into by and among the Board of County Commissioners of Gunnison County, the Board of County Commissioners of Hinsdale County, the Board of County Commissioners of San Miguel County, the Board of County Commissioners of Ouray County, the Board of County Commissioners of Montrose County and the Board of County Commissioners of Delta County all of which statutory Counties are organized under and by virtue of the laws of the State of Colorado.

WHEREAS, each of the parties to this Intergovernmental Agreement is authorized by C.R.S. 29-1-201 *et.seq.* to cooperate and contract with one another to provide services or facilities lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, the Counties have agreed to participate in the Regional Substance Use Disorder and Mental Health Services Core Allocation Agreement in order to share resources and receive a regional core allocation to support **mental health and substance use disorder services** as required by law; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the parties agree to cooperate between themselves for coordination of resources, receipt of allocation, and monitoring of spending in our respective counties; and

WHEREAS, the Board of County Commissioners of the respective Counties have agreed that it is in the public interest of the citizens of the respective counties to cooperate in this effort to aid in **supporting child protection services and efforts, via the Core Services Program, within our respective jurisdictions**.

NOW, THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

I. PURPOSE

The purpose of this agreement is to establish official recognition of a collaborative regional core allocation group, consisting of Gunnison, Hinsdale, Ouray, San Miguel, Montrose, and Delta counties, and its mission by the policy makers of each county, in order to set the stage for future collaboration and a sustainable partnership.

II. MUTUAL AUTHORITY AND RESPONSIBILITIES

A. The Board of County Commissioners of Gunnison County, the Board of County Commissioners of Hinsdale County, the Board of County Commissioners of San Miguel County, the Board of County Commissioners of Ouray County, the Board of County Commissioners of Montrose County and the Board of County Commissioners of Delta County agree to strengthen the regional partnership by:
   - Receiving a regional allocation of mental health and substance use disorder core services funding from the State, and by
   - Monitoring the spending of that funding on approved core services.

- Maintaining records in accordance with state requirements and auditing standards.
- Selecting contractors for services within their respective counties.
- Providing adequate insurance for indemnification purposes.
- Spending funds in accordance with the Department of Human Services memorandum dated August 1, 2016.

III. MISCELLANEOUS PROVISIONS

A. Beginning September 22, 2016, Montrose County shall serve as the fiscal agent for the regional core allocation counties.
B. Because core funding is 100% State funding, there will be no county share for core spending, even in the event of an overspent allocation.
C. Non-Assignability – It is anticipated that all of the parties to this Agreement are integral to its success, therefore, no part of this Agreement may be assigned to another party without written consent of the other parties.
D. Annual Review – All parties agree to review the terms and conditions of this Agreement annually and to make mutually agreeable revisions to this Agreement.
E. 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.
F. Notices – all notices relating to continuation, termination, or changes to this Agreement shall be mailed first class or hand delivered to the following:

County Manager Gunnison County	County Administrator Hinsdale County	County Manager Montrose County
County Administrator Delta County	County Administrator Ouray County	County Administrator San Miguel County

G. Term – The term of this Agreement shall be from September 22, 2016 to June 30, 2017. The Agreement will be renewed for additional one-year terms unless terminated in writing as set forth below.
H. Termination – This Agreement may be terminated by any party by giving 30 days prior written notice to the other parties. Termination may occur at any time.
I. Counterpart – This Agreement may be signed in counterparts. A Facsimile Signature shall have the same effect as an original.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Date: _____ _____
Chairperson

Attest:

_____
Deputy Clerk of Gunnison County, Colorado

BOARD OF COUNTY COMMISSIONERS
HINSDALE COUNTY, COLORADO

Date: _____ _____

Chairperson

Attest:

_____

Deputy Clerk of Hinsdale County, Colorado