

Independent Contractor Agreement

This AGREEMENT is entered into this 6th day of June, 2018, between the City of Grand Junction (The City) and Colorado West Regional Mental Health, Inc. dba Mind Springs Health, Inc. (Contractor).

WHEREAS, the City is the financial holder of a grant from the Office of Behavioral Health to participate in the Co-Responder model, which partners law enforcement officers with behavioral health specialists to aid during mental-health-related calls; and

WHEREAS, the Contractor has the ability to provide behavioral health specialists to act as consultants on the scene to provide information that might be important for the officers;

THEREFORE, the City desires to enter into an Agreement with the Contractor to provide services as defined in Exhibit A.

The parties hereby agree as follows:

A. Term, termination.

This Agreement shall become effective April 1, 2018, regardless of the date signed. This agreement shall remain in effect through June 30, 2019, and shall be renewed upon written agreement of all parties. This Agreement may be terminated by either party upon 30 days written notice, with or without prior notice.

B. Services and Compensation.

1. Contractor will provide services in accordance with Exhibit A.
2. Contractor will be compensated for the services in accordance with Exhibit B.

C. Independent Contractor Status.

1. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the City for any purpose. The Contractor is and will remain an independent contractor in its relationship to the City, operating at its own risk, discretion and responsibility.
2. The Contractor shall have no authority to assume or create any obligations on behalf of or in the name of the City as the agent or legal representative thereof or to bind the City for any purpose whatsoever, except upon the specific written authorization of the City.
3. The City shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the City hereunder or otherwise for vacation pay, sick leave,

retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind and agrees to indemnify the City for such claims.

D. Certification/License.

Contractor shall obtain and maintain all applicable certificates and licenses and provide proof of same to the City within 30 days of entering into this contract.

E. Insurance.

Contractor shall maintain and provide the City with proof of comprehensive and professional liability insurance within 30 days of entering into this contract.

F. Expenses.

As further defined in Exhibit B, the Contractor shall be solely liable and responsible for all business expenses incurred by Contractor, and shall indemnify and hold the City harmless from claims made by any entity for payment for such expenses incurred, unless mutually agreed upon by the City and the Contractor.

G. Indemnification.

The parties agree to indemnify defend and hold each other and any affiliated or related corporations, and their agents and employees, harmless from and against any and all liability, expenses (including court costs, attorneys' fees, and expert witness fees) and claims for damage of any nature whatsoever, whether known or unknown, which either party may incur, suffer, become liable for, or which may be asserted or claimed against either party as a result of the acts, errors or omissions of the parties' employees.

H. Confidentiality.

Contractor agrees that all the City proprietary and confidential information including but not limited to donors and funding sources, marketing strategies, contract information, programs, etc., shall remain private and confidential. Contractor agrees that it will not at any time, now or in the future, divulge, disclose or communicate, either directly or indirectly in any manner whatsoever, any confidential information to any person, firm or business, unless specifically authorized in writing in advance by the City Executive Director.

I. Protected Health Information.

The parties may receive or create certain Protected Health Information (PHI) in connection with the performance of this Agreement. This PHI is subject to protection under state and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and the Law (42 C.F.R. Part 2) regarding disclosure of substance abuse information. The Parties agree to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA and the Regulations. The Parties are required

to enter into a Business Associate Protected Health Information Disclosure Agreement for HIPAA compliance. The Business Associate Protected Health Information Disclosure Agreement is attached hereto as Attachment C and incorporated herein by reference.

J. Miscellaneous.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and the courts of Colorado shall have exclusive jurisdiction over any dispute between the parties. This Agreement is the only agreement between the parties, it supersedes all other agreements between the parties, and it may be amended only in writing signed by both parties.

K. Notices.

Send Notices to:

For the City:

City of Grand Junction

Michael Nordine, Chief of Police

Katherine Boozell, Administrative/Finance Analyst

555 Ute Avenue

Grand Junction, Colorado 81501

Or email:

miken@gjcity.org

katherineb@gjcity.org

For the Contractor:

Colorado West Regional Mental Health, Inc. dba Mind Springs Health, Inc

Contracts Manger



715 Horizon Dr., Suite 225

Grand Junction, CO 81506

Or email: contracts@mindspringshealth.org

With copy to: mhoy@mindspringshealth.org

WHEREAS, the parties have executed this Independent Contractor Agreement as of the day and year first above written.

| | |
|---|--|
| City of Grand Junction 555 Ute Avenue Grand Junction, Colorado 81501 | Colorado West Regional Mental Health, Inc. d/b/a Mind Springs Health, Inc. 715 Horizon Dr, Suite 225 Grand Junction, CO 81506 |
| Michael Nordine, Chief of Police | Michelle Hoy, Executive Vice President MHC |
|  |  |
| Signature | Signature |
| 06-07-18 | 06-06-18 |
| Date | Date |

Independent Contractor Agreement
Exhibit A
Scope of Work

1. Project Description

- a. The City of Grand Junction Police Department will partner with the Mesa County Sheriff's Office and Mind Springs Health to provide two Crisis Stabilization Teams (the Teams). The Teams will be equipped to respond to and treat in place the maximum number of individuals that may be experiencing a crisis and have used the 911 system for help.
- b. The Teams will consist of two specialists; a law enforcement officer and a therapist. The law enforcement officer will provide security, initial crisis de-escalation and a constitutionally based legal knowledge. The therapist will work with the individual to assess the level or seriousness of the crisis, develop a safety plan along with providing referrals to professionals and, if necessary, identify the need for immediate hospitalization.
- c. Duties of the Teams are specified in the Project Work Form, incorporated herein as Attachment A.
- d. The service area for the project is the urbanized area of Mesa County, generally bound by 33 Road on the east, 20 Road on the west, B Road on the South, and the desert on the north.

2. Duties of Contractor

- a. Recruit and hire staff for the Crisis Response Clinicians for the Support Team.
- b. Staffing will consist of two therapists who are masters level or above.
- c. Identify back-up staff who will be available to fill in during vacancies.
- d. Ensure the Contractor's staff (including back-up staff) participate in scheduled Crisis Intervention Training (CIT) with the Team.
- e. Schedule and participate in the teams' shadowing the Colorado Springs co-responder team for training and orientation.
- f. The Contractor staff will conduct crisis screenings and assessments as needed, de-escalation skills to work with individuals for safety and treatment, provide linkage and referral to community resources.
- g. Assist in developing detail workflows for the Team; to include schedules to be worked, response protocols, alternatives for placements and treatment.
- h. Work with community partners to educate them on the new teams and what they will be doing.
- i. Contractor Steering Committee member to participate in regularly occurring steering committee meetings.
- j. Assign a supervisor to Participate in the Program Coordination Group.
- k. Assist the Program Coordination Group and the Steering Committee to utilize the first three months of operations to determine gaps in the workflows and

processes, then work with the staff and steering committee to address these gaps in workflows or processes.

3. Duties of the City

- a. Perform oversight of the Teams as specified in the Project Work Plan and other grant application documents.
- b. Receive and distribute grant funds as specified in the budget, incorporated as Attachment B.
- c. Detail the data to be collected and train teams in the data collection processes.
- d. Collect and compile project data and submit progress reports to the State.

Independent Contractor Agreement
Exhibit B
Compensation to Contractor

1. Budget Description

- a. Budget Details are in Attachments B-1, B-2, and B-3.
- b. All parties understand that the grant funding from the state does not cover the full cost of this project. The grant funds will first be applied to costs other than personnel costs. Any remaining amounts not covered by the grant will be divided equally among the three participating partners (City of Grand Junction, Mesa County Sherriff's Department and Mind Springs Health).

2. Compensation to the Contractor for Services

- a. The City will compensate the Contractor for the actual costs of conducting the services, net of costs not covered by the grant.
- b. Medicaid services are braided with the reimbursement. In the event the Contractor staff provides a service that is eligible for Medicaid, the service will be deducted from the billing to the City.
- c. Contractor shall be responsible for reporting and payment of all federal and state income tax for amounts received pursuant to this Agreement.
- d. Contractor will submit invoices to the City by the 10th working day of the month following the provision of services.
- e. Send invoices to:
Katherine Boozell at katherineb@gjcity.org

3. Payment for Services

- a. The City will make all payments within thirty (30) days of receiving invoice from Contractor.
- b. Send payments to:
Mind Springs Health
PO Box 3807
Grand Junction, CO 81502-3807

Schedule of Attachments

Attachment A: Project Work Plan

Attachment B-1: Grand Junction Police Department Budget from the Grant

Attachment B-2: OBH Co-Responder Operating Budget

Attachment B-3: Cost Share Estimated Budget

Attachment C: Business Associate and Qualified Service Organization Agreement

Attachment A
to Independent Contractor Agreement between Mind Springs
Health and Grand Junction Police Department

PROJECT WORK PLAN

| |
|---|
| PROJECT WORK PLAN FOR: (Select one only. Separate project work plans and RFA proposals must be submitted for Project One and Project Two if the entity chooses to apply for both projects). |
| <input type="checkbox"/> Project One - LEAD Pilot Program <input checked="" type="checkbox"/> Project Two - Co-Responder Services Program |

| | | | |
|--|---|-----------------|---------------|
| (1) Goal: | Reduce the utilization of high cost services such as Emergency Departments and keep law enforcement officers on the street responding to calls. | | |
| Objectives: | Treat 40% of individuals contacted by the Crisis Support Team in place (not transferring that individual to any other service). | | |
| Project activities that support the identified goal and objectives | Responsible staff/ partners | Timeline | |
| | | Start Date | End Date |
| <ul style="list-style-type: none"> A. Recruit and hire staff for the Crisis Support Team (create alternative models for staffing the teams to begin within the 90-day timeline) B. Schedule CIT training for teams C. Schedule and complete teams shadowing the Colorado Springs co-responder team for training and orientation D. Create and complete Memorandum of Understanding or contracts between the agencies E. Detail workflows for the Crisis Stabilization Unit; to include schedules to be worked, response protocols, alternatives for placements and treatment. F. Work with community partners to educate them on the new teams and what they will be doing. G. Detail the data to be collected from the GJPD systems and train teams in the data collection processes | City of Grand Junction Police Department and Mind Springs Health and Mesa County Sheriff's Department | January 1, 2018 | June 30, 2018 |

| | | | |
|---|--|--|--|
| <p>H. Begin Crisis Stabilization Unit responding to 911 calls (by 4-01-2018)</p> <p>I. Schedule regularly occurring steering committee meetings.</p> <p>J. Utilize the first three months of operations to determine what gaps there are in the planning and processes, work with the staff and steering committee to address these gaps in workflows or processes.</p> | | | |
|---|--|--|--|

| (2) Goal: | Reduce the utilization of high cost services such as Emergency Departments and keep law enforcement officers on the street responding to calls. | | |
|--|---|--------------|-------------------|
| Objectives: | Treat 40% of individuals contacted by the Crisis Support Team in place (not transferring that individual to any other service). | | |
| Project activities that support the identified goal and objectives | Responsible staff/ partners | Timeline | |
| | | Start Date | End Date |
| <p>a. Steering committee meets regularly to review operations, data collection and outcomes, budgets</p> <p>b. Behavioral Health taskforce meets regularly and gets reports from the steering committee on progress made and outcomes.</p> <p>c. Crisis Support Teams work to refine processes and workflows and improve outcomes.</p> | City of Grand Junction Police Department and Mind Springs Health and Mesa County Sheriff's Department | July 1, 2018 | December 31, 2020 |

Budget

Co-Responder Program

Please complete areas highlighted in yellow below.

Provider Name: Grand Junction Police Department
 Program Name: Crisis Stabilization Unit
 Contract Period: April 1 through June 30, 2018

| EXPENSES | | Budget \$ |
|----------------------|--|----------------|
| Program Costs | Personnel Cost: Salary/Benefits | 186,715 |
| | Client Costs | - |
| | Contract Services (Subcontracts - Community-based Organization) | 172,933 |
| | Occupancy | - |
| | Operating | - |
| | Depreciation/Amortization | 10,141 |
| | Professional Fees | - |
| | MSO Provider Fee | - |
| | Total Direct Costs | 369,789 |
| | Modified Total Direct Expenses (where applicable)* | |
| | <small>*Deduct unallowable expenses per OMB 2 CFR § 200 if utilizing de minimum rate</small> | |
| Indirect: | Indirect Costs** | |
| | <small>**This total may not exceed 10% of the Total Direct Costs</small> | |
| | Grand Total Expenses | 369,789 |

| Revenue Offsets | | Budget \$ |
|-------------------------|-----------------------------------|--------------|
| Client Services: | Medicaid Fee for Service Cash | 7,289 |
| | Medicaid Capitation Encounters * | |
| | OBH Indigent Encounters * | |
| | 3rd Party Insurance Cash Receipts | |
| | Medicare Cash | |
| | Self-Pay/Client Fees | |
| | Cash from Other Sources | |
| | Total Client Service Cash | 7,289 |

* If Offeror is a current Community Mental Health Center (CMHC) - revenue offsets will be valued using the current year's fee for service schedule issued by OBH and not to exceed contract amount. Non CMHC Offeror's will offset based on actual reimbursement from Medicaid.

| | | |
|------------------------------|------------------------------------|--------------|
| Contracts and Grants: | Other OBH contracts | |
| | Non-Governmental Contracts | |
| | Other State Revenue/Accrual | |
| | Local Funds/Accrual | |
| | Federal Grant Funds/Accrual | |
| | Public Support | |
| | Other Funds (Specify below) | |
| | Description | |
| | Description | |
| | Total Contracts and Grants | - |
| | Grand Total Revenue Offsets | 7,289 |

Net Cost** 362,500

**Net Cost Invoiced may not exceed the OBH maximum contract amount for this budget line.

To be Signed by Contractor/Vendor

I/We affirm the claimed expenses accurately reflect costs incurred and documented in our official accounting system, comply with the budget provisions of the contract, relevant progress or other reports have been filed, and all other payer sources have been invoiced. I/We further affirm our accounting system reports costs by facility type and subcontractor location.

Print Name, Title & Sign

Attachment B-2
Operating Budget

OBH Co-Responder Operating Budget

| | <u>Team 1</u> | <u>Team 2</u> | <u>Total</u> | <u>FY 2018</u> | <u>FY 2019</u> |
|---------------------------------|------------------|------------------|-------------------|------------------|-------------------|
| Wages | \$ 64,075 | \$ 64,075 | \$ 128,150 | \$ 32,038 | \$ 130,713 |
| Taxes and Benefits | 16,660 | 16,660 | 33,319 | 8,330 | 33,985 |
| Minor Equipment | 3,500 | 3,500 | 7,000 | 7,000 | |
| Uniforms (1) | | | | 2,920 | |
| Project Start Up (2) | | | | 9,750 | |
| General Operating Expenses (3) | 4,037 | 4,037 | 8,073 | 4,117 | 8,235 |
| Total Direct Expenses | 88,271 | 88,271 | 176,542 | 64,155 | 172,933 |
| Indirect Expense Allocation (5) | - | - | - | - | - |
| Total Expense | 88,271 | 88,271 | 176,542 | 64,155 | 172,933 |
| Estimated Medicaid Revenue (4) | 5,720 | 5,720 | 11,440 | 1,430 | 7,289 |
| Billable Expense | \$ 82,551 | \$ 82,551 | \$ 165,102 | \$ 62,725 | \$ 165,644 |

(1) Uniforms include shirts, coats and vests for the therapists assigned to the contract in addition to back-up therapists to cover PTO.

(2) Project Start Up Includes 5 hours of the Executive VP, 5 Hours per Week of the Crisis Regional and Program Director, \$3,250 in Training and Recruiting.

(3) Operating expenses include electronic health record access charges, internet and cell phone expense, and other minor operating expenses. Operating expense is estimate not to exceed 5% of personnel expense.

(4) In FY 2018, we estimate 48 H2011 Encounters and that 20% of the encounters will be medicaid. In FY 2019, we estimate 400 H2011 Encounters and that 20% of the encounters will be medicaid.

Attachment B-3
Cost Sharing Plan

**Crisis Stabilization Unit
"Co-Responder" Grant**

Estimates of Total Program Costs and Unfunded Costs

City of Grand Junction Police Department, Mesa County Sheriff's Office, Mind Springs Health
16-Feb-18

| | <u>FY2019</u> | | | |
|------------------------------------|-------------------|-------------------|------------------|-------------------|
| | Mind Springs | GJPD | MCSO | TOTAL |
| Personnel (wages and benefits) (1) | \$ 164,698 | \$ 109,021 | \$ 77,694 | \$ 351,413 |
| Operating (2) | 8,235 | 5,451 | 3,885 | 17,571 |
| Vehicle Fuel and Maintenance | 2,653 | 2,653 | 2,653 | 7,960 |
| Depreciation on Vehicles | 4,704 | 4,704 | 4,704 | 14,112 |
| Total Program Costs | \$ 180,290 | \$ 121,829 | \$ 88,936 | \$ 391,056 |
| <i>Proportionate % of Budget</i> | <i>46%</i> | <i>31%</i> | <i>23%</i> | <i>100%</i> |

(1) Assumptions for wages

Sheriff Office Labor (5% per year beginning FY20)

GJPD Labor (2.5% per year beginning FY20)

Mind Springs (2% per year beginning FY20)

(2) Assume not to exceed 5% of personnel costs, includes cell phones, minor operating supplies, and training (\$2500/team member).

Unfunded Calculation Equal Share

| | | |
|-------------------------------|----------------------------------|-------------|
| Total Program Costs | | \$ 391,056 |
| Grant Funds | | 362,500 |
| Unfunded Costs Equally Shared | \$ (9,519) \$ (9,519) \$ (9,519) | \$ (28,556) |

| | <u>FY2020</u> | | | |
|------------------------------------|-------------------|-------------------|------------------|-------------------|
| | Mind Springs | GJPD | MCSO | TOTAL |
| Personnel (wages and benefits) (1) | \$ 167,992 | \$ 111,747 | \$ 81,579 | \$ 361,317 |
| Operating (2) | 8,400 | 5,587 | 4,079 | 18,066 |
| Vehicle Fuel and Maintenance | 2,653 | 2,653 | 2,653 | 7,960 |
| Depreciation on Vehicles | 4,704 | 4,704 | 4,704 | 14,112 |
| Total Program Costs | \$ 183,749 | \$ 124,691 | \$ 93,015 | \$ 401,455 |
| <i>Proportionate % of Budget</i> | <i>46%</i> | <i>31%</i> | <i>23%</i> | <i>100%</i> |

(1) Assumptions for wages

Sheriff Office Labor (5% per year beginning FY20)

GJPD Labor (2.5% per year beginning FY20)

Mind Springs (2% per year beginning FY20)

(2) Assume not to exceed 5% of personnel costs, includes cell phones, minor operating supplies, and training (\$2500/team member).

Unfunded Calculation Proportionate Share

| | | | | |
|------------------------------------|-------------|-------------|------------|-------------|
| Total Program Costs | \$ 183,749 | \$ 124,691 | \$ 93,015 | \$ 401,455 |
| Proportionate Share of Grant Funds | 165,919 | 112,592 | 83,989 | 362,500 |
| Unfunded Costs Per Entity | \$ (17,830) | \$ (12,099) | \$ (9,026) | \$ (38,955) |

Attachment B-3
Cost Sharing Plan

Unfunded Calculation Equal Share

| | | |
|-------------------------------|-------------------------------------|-------------|
| Total Program Costs | | \$ 401,455 |
| Grant Funds | | 362,500 |
| Unfunded Costs Equally Shared | \$ (12,985) \$ (12,985) \$ (12,985) | \$ (38,955) |

FY2021

| | Mind Springs | GJPD | MCSO | TOTAL |
|------------------------------------|-------------------------|-------------------|------------------|-------------------|
| Personnel (wages and benefits) (1) | \$ 171,352 | \$ 114,540 | \$ 85,658 | \$ 371,550 |
| Operating (2) | 8,568 | 5,727 | 4,283 | 18,577 |
| Vehicle Fuel and Maintenance | 2,653 | 2,653 | 2,653 | 7,960 |
| Depreciation on Vehicles | 4,704 | 4,704 | 4,704 | 14,112 |
| Total Program Costs | \$ 187,277 | \$ 127,625 | \$ 97,298 | \$ 412,199 |
| Proportionate % of Budget | 45% | 31% | 24% | 100% |

(1) Assumptions for wages

Sheriff Office Labor (5% per year beginning FY20)

GJPD Labor (2.5% per year beginning FY20)

Mind Springs (2% per year beginning FY20)

(2) Assume not to exceed 5% of personnel costs, includes cell phones, minor operating supplies, and training (\$2500/team member).

Unfunded Calculation Proportionate Share

| | | | | |
|------------------------------------|-------------|-------------|-------------|-------------|
| Total Program Costs | \$ 187,277 | \$ 127,625 | \$ 97,298 | \$ 412,199 |
| Proportionate Share of Grant Funds | 164,697 | 112,237 | 85,567 | 362,500 |
| Unfunded Costs Per Entity | \$ (22,580) | \$ (15,388) | \$ (11,731) | \$ (49,699) |

Unfunded Calculation Equal Share

| | | |
|-------------------------------|-------------------------------------|-------------|
| Total Program Costs | | \$ 412,199 |
| Grant Funds | | 362,500 |
| Unfunded Costs Equally Shared | \$ (16,566) \$ (16,566) \$ (16,566) | \$ (49,699) |

FY2022

| | Mind Springs | GJPD | MCSO | TOTAL |
|------------------------------------|-------------------------|-------------------|-------------------|-------------------|
| Personnel (wages and benefits) (1) | \$ 174,779 | \$ 117,404 | \$ 89,941 | \$ 382,123 |
| Operating (2) | 8,739 | 5,870 | 4,497 | 19,106 |
| Vehicle Fuel and Maintenance | 2,653 | 2,653 | 2,653 | 7,960 |
| Depreciation on Vehicles | 4,704 | 4,704 | 4,704 | 14,112 |
| Total Program Costs | \$ 190,875 | \$ 130,631 | \$ 101,795 | \$ 423,301 |
| Proportionate % of Budget | 45% | 31% | 24% | 100% |

(1) Assumptions for wages

Sheriff Office Labor (5% per year beginning FY20)

GJPD Labor (2.5% per year beginning FY20)

Mind Springs (2% per year beginning FY20)

(2) Assume not to exceed 5% of personnel costs, includes cell phones, minor operating supplies, and training (\$2500/team member).

Attachment B-3
Cost Sharing Plan

Unfunded Calculation Proportionate Share

| | | | | |
|------------------------------------|-------------|-------------|-------------|-------------|
| Total Program Costs | \$ 190,875 | \$ 130,631 | \$ 101,795 | \$ 423,301 |
| Proportionate Share of Grant Funds | 163,459 | 111,868 | 87,173 | 362,500 |
| Unfunded Costs Per Entity | \$ (27,416) | \$ (18,763) | \$ (14,621) | \$ (60,801) |

Unfunded Calculation Equal Share

| | | | | |
|-------------------------------|-------------|-------------|-------------|-------------|
| Total Program Costs | | | | \$ 423,301 |
| Grant Funds | | | | 362,500 |
| Unfunded Costs Equally Shared | \$ (20,267) | \$ (20,267) | \$ (20,267) | \$ (60,801) |

| | <u>Total for Grant Period</u> | | | |
|------------------------------------|--------------------------------------|-------------------|-------------------|---------------------|
| | Mind Springs | GJPD | MCSO | TOTAL |
| Personnel (wages and benefits) (1) | \$ 678,821 | \$ 452,711 | \$ 334,871 | \$ 1,466,403 |
| Operating (2) | 33,941 | 22,636 | 16,744 | 73,320 |
| Vehicle Fuel and Maintenance | 10,613 | 10,613 | 10,613 | 31,840 |
| Depreciation on Vehicles | 18,816 | 18,816 | 18,816 | 56,448 |
| Total Program Costs | \$ 742,191 | \$ 504,776 | \$ 381,044 | \$ 1,628,011 |
| Proportionate % of Budget | 46% | 31% | 23% | 100% |

(1) Assumptions for wages

Sheriff Office Labor (5% per year beginning FY20)

GJPD Labor (2.5% per year beginning FY20)

Mind Springs (2% per year beginning FY20)

(2) Assume not to exceed 5% of personnel costs, includes cell phones, minor operating supplies, and training (\$2500/team member).

Unfunded Calculation Proportionate Share

| | | | | |
|------------------------------------|-------------|-------------|-------------|--------------|
| Total Program Costs | \$ 742,191 | \$ 504,776 | \$ 381,044 | \$ 1,628,011 |
| Proportionate Share of Grant Funds | 661,038 | 449,583 | 339,379 | 1,450,000 |
| Unfunded Costs Per Entity | \$ (81,153) | \$ (55,194) | \$ (41,664) | \$ (178,011) |

Unfunded Calculation Equal Share

| | | | | |
|-------------------------------|-------------|-------------|-------------|--------------|
| Total Program Costs | | | | \$ 1,628,011 |
| Grant Funds | | | | 1,450,000 |
| Unfunded Costs Equally Shared | \$ (59,337) | \$ (59,337) | \$ (59,337) | \$ (178,011) |

Attachment C

BUSINESS ASSOCIATE AND QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Business Associate and Qualified Service Organization Agreement (this Agreement), made effective the 6th day of June, 2018, by and between: Colorado West Regional Mental Health, Incorporated, doing business as Mind Springs Health, Inc. (the Covered Entity); and the City of Grand Junction (the Business Associate Qualified Service Organization or BA-QSO).

ARTICLE 1 INTRODUCTION

1.1 Scope. This Agreement governs the terms and conditions under which the BA-QSO will use Protected Health Information as defined in 45 CFR § 160.103 and Records as defined in 42 CFR § 2.11 (Protected Health Information and Records are collectively referred to herein as Protected Health Information or PHI) pertaining to clients of the Covered Entity in performing services for, or on behalf of, the Covered Entity.

1.2 Purpose. The Covered Entity and the BA-QSO intend to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement and to comply with: (a) the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), the regulations promulgated thereunder (the HIPAA Regulations); (b) the Drug Abuse Prevention, Treatment, and Rehabilitation Act and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, and the regulations promulgated thereunder (the Part 2 Regulations); and (c) other applicable federal and state laws.

1.3 Service Functions. The service functions provided to the Covered Entity by the BA-QSO are described in a separate written or verbal service agreement or contract with the Covered Entity. This Agreement shall be considered an addendum to such service agreement or contract, and any terms of such separate service agreement or contract that conflict with this Agreement shall be void to the extent they are in conflict with this Agreement. The consideration exchanged for such service agreement or contract also serves as the consideration for this Agreement.

ARTICLE 2 DEFINITIONS

2.1 Definitions Incorporated. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations and Part 2 Regulations.

2.2 Definitions. For purposes of this Agreement:

2.2.1 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under Subpart E of 45 CFR Part 164 that compromises the security or privacy of the PHI.

2.2.2 "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.

2.2.3 “Electronic Protected Health Information” or “ePHI” means PHI that is transmitted by or maintained in electronic media as defined in 45 CFR § 160.103.

2.2.4 “Individual” shall have the same meaning as the term “Individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.2.5 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E.

2.2.6 “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by BA-QSO from or on behalf of Covered Entity.

2.2.7 “Records” means any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program.

2.2.8 “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.

2.2.9 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.2.10 “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in regulations or other guidance issued under Section 13402(h)(2) of HITECH.

ARTICLE 3 OBLIGATIONS AND ACTIVITIES OF THE BA-QSO

The BA-QSO agrees to:

3.1 Use and Disclosure. Not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Appropriate Safeguards. Use appropriate physical, technical, and administrative safeguards (a) to prevent use or disclosure of PHI other than as permitted under this Agreement or as required by law and (b) to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the BA-QSO creates, receives, maintains, or transmits on behalf of the Covered Entity.

3.3 Assurances. Provide the Covered Entity with written assurances that any PHI placed on any type of mobile media, including, but by no means limited to, laptop computers, iPads, tablets, and mobile phones, is encrypted in accordance with guidance issued by the Secretary.

3.4 Breach Reporting. Report in writing to the Covered Entity within two (2) business days after discovery, any suspected or actual: (a) access, use or disclosure of PHI not permitted by this Agreement; (b) Breach of unsecured PHI in accordance with 45 CFR § 164.410; (c) security breach or intrusion; (d) use or

disclosure of PHI in violation of any applicable federal or state laws or regulations. The BA-QSO will implement a reasonable system for discovery of Breaches.

3.5 Mitigation. Mitigate, to the extent practicable, any harmful effect that is known to the BA-QSO of a use or disclosure of Protected Health Information by the BA-QSO in violation of the requirements of this Agreement.

3.6 Agents and Subcontractors. Ensure that any agent, including a subcontractor that creates, receives, maintains, or transmits PHI on behalf of the BA-QSO agrees to the same restrictions, conditions and requirements that apply through this Agreement to the BA-QSO with respect to such information.

3.7 Access to PHI. In the event that the BA-QSO maintains PHI in a Designated Record Set, the BA-QSO agrees to provide access, within ten (10) days of a request by the Covered Entity in the time and manner designated by the Covered Entity, to the PHI a Designated Record Set, to the Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

3.8 Amendment of PHI. In the event that the BA-QSO maintains PHI in a Designated Record Set, the BA-QSO agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, within ten (10) days of receipt of a request from the Covered Entity and in the time and manner designated by the Covered Entity.

3.9 Document Disclosures. Document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of the PHI in accordance with 45 CFR § 164.528.

3.10 Accounting of Disclosures. Within ten (10) days of notice by the Covered Entity of a request for an accounting of disclosures of PHI, provide to the Covered Entity, in the time and manner designated by the Covered Entity, information collected in accordance with Section 3.9, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

3.11 Compliance with Applicable Requirements. To the extent the BA-QSO is to carry out one or more of the 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).

3.12 Electronic Transactions. If the BA-QSO conducts any Standard Transaction for or on behalf of the Covered Entity, the BA-QSO shall comply with the requirements under the Electronic Transaction Rule (as those terms are defined in the Security Rule).

3.13 Government Access. Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the BA-QSO on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the HIPAA Regulations and the Part 2 Regulations. In the event such a request comes directly from the Secretary, the BA-QSO agrees to notify the Covered Entity immediately of such request.

3.14 Inspection. Within ten (10) business days of a written request by the Covered Entity, the BA-QSO and its agents or subcontractors, if any, shall allow the Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether the BA-QSO has complied with this Agreement; provided, however, that (a) the BA-QSO and the Covered Entity will mutually agree in advance upon the scope, location and timing of such an inspection, and (b) the Covered Entity will protect the confidentiality of all confidential and proprietary information of the BA-QSO to which the Covered Entity has access during the course of such inspection.

3.15 Identity Theft. Implementation of an Identity Theft Monitoring Policy and Procedure, to protect any patient information that may be breached by the BA-QSO to the extent applicable under the Federal Trade Commission's Red Flag Rules.

3.16 HITECH Compliance. The BA-QSO shall:

3.16.1 not receive, directly or indirectly, any impermissible remuneration in exchange for PHI or ePHI, except as permitted by HITECH § 13405(d) or the HIPAA Regulations;

3.16.2 comply with the marketing and other restrictions applicable to BA-QSO s contained in HITECH § 13406 and the HIPAA Regulations;

3.16.3 to the extent required under HITECH § 13404, fully comply with the applicable requirements of 45 CFR 164.502(e)(2) for each use or disclosure of PHI;

3.16.4 to the extent required under HITECH § 13401, fully comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316;

3.16.5 to the extent required under HITECH §§ 13401 and 13404, comply with the additional privacy and security requirements that apply to covered entities in the same manner and to the same extent as the Covered Entity is required to do so; and

3.16.6 to the extent required under the HIPAA Regulations, comply with the privacy and security requirements that apply to business associates.

3.17 State Privacy Laws. The BA-QSO shall understand and comply with state privacy laws to the extent that such state privacy laws are not preempted by HIPAA or HITECH.

ARTICLE 4 PERMITTED USES AND DISCLOSURES BY THE BA-QSO

4.1 Limited Use and Disclosure. Except as otherwise limited in this Agreement:

4.1.1 The BA-QSO may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity, provided that such use or disclosure would not violate the HIPAA Regulations or the Part 2 Regulations if done by the Covered Entity.

4.1.2 The BA-QSO may disclose PHI for the proper management and administration of the BA-QSO, provided that disclosures are Required By Law, or BA-QSO obtains reasonable assurances from

the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA-QSO of any instances of which it is aware in which the confidentiality of the information has been breached.

4.2 Part 2 Compliance. In circumstances where the PHI to be used or disclosed by the BA-QSO constitutes Records subject to the Part 2 Regulations, the BA-QSO shall strictly comply with the confidentiality requirements of the Part 2 Regulations.

ARTICLE 5 OBLIGATIONS OF THE COVERED ENTITY

5.1 Notice of Privacy Practices. The Covered Entity shall provide the BA-QSO with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

5.2 Permissible Requests. The Covered Entity shall not request the BA-QSO to use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations and the Part 2 Regulations if done by the Covered Entity.

ARTICLE 6 TERM AND TERMINATION

6.1 Term. The obligations set forth in this Agreement shall be effective as of the date the first PHI is released to the BA-QSO pursuant to this Agreement, and shall terminate only when all of the PHI provided by the Covered Entity to the BA-QSO, or created or received by the BA-QSO on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with the termination provisions in this Article 6.

6.2 Termination for Cause. Upon the Covered Entity's knowledge of a material breach by the BA-QSO, the Covered Entity shall provide an opportunity for the BA-QSO to cure the breach or end the violation. The Covered Entity may terminate this Agreement if the BA-QSO does not cure the breach or end the violation within the time specified by the Covered Entity.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2, upon termination of this Agreement, for any reason, the BA-QSO shall return or destroy all PHI received from the Covered Entity, or created or received by the BA-QSO on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the BA-QSO. The BA-QSO shall retain no copies of the PHI.

6.3.2 In the event that the BA-QSO determines that returning or destroying the PHI is infeasible, the BA-QSO shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the BA-QSO shall extend the protections of this Agreement to such PHI and limit

further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the BA-QSO maintains such PHI.

ARTICLE 7 QUALIFIED SERVICE ORGANIZATION

7.1 Part 2 Protections. Some of the PHI may also be protected by the Part 2 Regulations. Those regulations require a written confidentiality agreement.

7.2 Part 2 Compliance. The BA-QSO pursuant to the Part 2 Regulations, acknowledges that in receiving, storing, processing or otherwise dealing with any PHI from or for the Covered Entity: (a) it is fully bound by the Federal Alcohol and Drug Abuse Confidentiality Regulation, as it would apply to the Covered Entity; and (b) if necessary, will resist in judicial proceedings any efforts to obtain access to PHI, covered by the regulation, except as permitted by the regulation.

ARTICLE 8 MISCELLANEOUS

8.1 Indemnification. The BA-QSO agrees to indemnify, defend, and hold harmless the Covered Entity, its directors, officers, employees, contractors and agents, against, and in respect of, any and all claims, losses, expenses, costs, damages, obligations, penalties, and liabilities which the Covered Entity may incur by reason of the BA-QSO's breach of or failure to perform any of its obligations pursuant to this Agreement. Further, the BA-QSO agrees to indemnify, defend, and hold harmless the Covered Entity, its directors, officers, employees, contractors and agents, against all costs and expenses, including but not limited to, reasonable legal expenses, which are incurred by or on behalf of the BA-QSO in connection with the defense of such claims.

8.2 Disclaimer. The Covered Entity makes no warranty or representation that compliance by the BA-QSO with this Agreement, HIPAA, HITECH, the HIPAA Regulations, or the Part 2 Regulations will be adequate or satisfactory for the BA-QSO's own purposes. The BA-QSO is solely responsible for all decisions made by the BA-QSO regarding the safeguarding of PHI.

8.3 Assistance in Litigation or Administrative Proceedings. The BA-QSO shall make itself, and any subcontractors, employees, affiliates or agents assisting the BA-QSO in the performance of its obligations under this Agreement, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, HITECH, the HIPAA Regulations, the Part 2 Regulations, or other laws relating to security and privacy, except where the BA-QSO or its subcontractor, employee or agent is named adverse party.

8.4 Survival. The respective rights and obligations of the BA-QSO under this section shall survive the termination of this Agreement.

8.5 Ownership of Information. The Covered Entity holds all right, title, and interest in and to the PHI and the BA-QSO does not hold and will not acquire by virtue of this Agreement or by virtue of providing goods or services to the Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

8.6 Right to Injunctive Relief. The BA-QSO expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this Agreement may cause the Covered Entity to be irreparably harmed and that the Covered Entity may not have an adequate remedy at law. Therefore, the BA-QSO agrees that upon such breach, or threatened breach, the Covered Entity will be entitled to obtain injunctive relief to prevent the BA-QSO from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to the Covered Entity at law or in equity.

8.7 Regulatory References. A reference in this Agreement to a section in HIPAA, HITECH, the HIPAA Regulations, or the Part 2 Regulations, means the section as in effect or as amended.

8.8 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the HIPAA HITECH, and Part 2 Regulations.

8.9 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the HIPAA, HITECH, and Part 2 Regulations.

8.10 Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement will continue in effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

COVERED ENTITY:
Colorado West Regional Mental Health, Inc.
d/b/a Mind Springs Health, Inc.

By: Michelle Hoy
Name: Michelle Hoy
Title: Executive Vice President

BUSINESS ASSOCIATE QUALIFIED SERVICE ORGANIZATION:

By: Michael A. Norwine
Name: Michael A. Norwine
Title: INTERIM CHIEF OF POLICE