

## TASK ORDER CONTRACT AMENDMENT 2021-01

AMENDMENT SUMMARY	
<b>Master Contract Details</b>	
Master Contract OFS Number	N/A
Master Contract Effective Date	September 23, 2014, and amended on December 04, 2014 and November 27, 2017
<b>Task Order Contract Details</b>	
Task Order OFS Number	301171
Task Order Effective Date	April 27, 2021
<b>Amendment Details</b>	
Amendment Number-Version	<b>301171-2</b>
Amendment Effective Date	January 01, 2021
Additional Time Period	N/A
Additional Amount	\$243,229
Fixed Price or Not-to-Exceed?	Not-to-Exceed
<b>Parties</b>	
<b>Boulder County</b>	
Department	Boulder County Department of Housing and Human Services ("BCDHHS")
Contract Contact	Rory Thomes, Community Investments Manager <a href="mailto:rthomes@bouldercounty.org">rthomes@bouldercounty.org</a> <a href="mailto:HHScontracts@bouldercounty.org">HHScontracts@bouldercounty.org</a>
<b>Contractor</b>	
Contractor	Mental Health Center of Boulder County, Inc. d/b/a Mental Health Partners (MHP) P.O. Box 913065, Denver, CO 80291
Contact	Dixie Casford, Co-CEO Jennifer Leosz Marriott, Co-CEO
Contact Email	<a href="mailto:dcasford@mhpcolorado.org">dcasford@mhpcolorado.org</a> <a href="mailto:jleosz@mhpcolorado.org">jleosz@mhpcolorado.org</a>
Secondary Contact	Greg Vander Meulen, <a href="mailto:gvandermeulen@mhpcolorado.org">gvandermeulen@mhpcolorado.org</a>
<b>Brief Description of Work</b>	
This Task Order Contract reflects Boulder County's contribution from the Boulder County General Fund to Mental Health Partners in order to fund priority service delivery areas and to link funding to outcomes. Amendment to add Additional Amount and Additional Contract Documents.	
<b>Additional Contract Documents</b>	
a. Exhibit B, Payment and Fiscal Reporting Requirements (amended to update budget)	
<b>SECTION BELOW IS FOR COUNTY INTERNAL USE ONLY</b>	
<b>Purchasing Details</b>	
Bid Process Used	New Task Order to Master for 2022 scope
COVID-19	No
<b>Internal Notes</b>	
PO	No Change to PO
Chart of Accounts String	

This AMENDMENT ("Amendment") to the above-referenced Task Order Contract ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Department of Housing and Human Services ("County" or "BCDHHS") and Mental Health Center of Boulder County, Inc. d/b/a Mental Health Partners ("Contractor" or "MHP"). County and Contractor are each a "Party," and collectively the "Parties."

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** is incorporated into this Amendment. The **Additional Contract Documents**, if any are listed, are incorporated into this Task Order Contract by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by both Parties. Upon mutual execution, the Parties agree that this Amendment shall be effective commencing on the **Amendment Effective Date** set forth above.

3. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Task Order Contract. The Task Order Contract, and all prior amendments thereto, if any, shall remain in full force and effect except as specifically modified herein.

4. MODIFICATIONS

The Task Order Contract and all prior amendments thereto, if any, are modified as follows:

- a. Task Order Contract Documents. The Task Order Contract Documents are updated to include the **Additional Contract Documents** set forth above. The rates and terms contained in the **Additional Contract Documents** shall become effective on the **Amendment Effective Date**.
- b. Amount. The price of the Task Order Contract is amended to include additional funds not-to-exceed the **Additional Amount** for Work performed during the **Current Time Period**.
- c. Section #9 is added to the Contract as follows:  
Section #9. *[For Contracts that require employees of Contractor to routinely perform more than fifteen (15) hours per month of county work in a county building.]*  
COVID-19 Vaccine Requirement for Certain Contractors of the County: On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the county that perform county work in a county facility. For purposes of this policy, "perform county work in a county facility" means any employee of an independent contractor that routinely performs

more than fifteen (15) hours per month of county work that takes place in a county building. Under the county's COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County's vaccine requirement policy unless Contractor can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy. By its execution of this Contract, Contractor hereby acknowledges and attests compliance with this provision. Contractor shall provide proof of compliance with this provision upon County's request.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Task Order Contract as of the latter date indicated below.

<b>SIGNED for and on behalf of Contractor</b>	
Signature:	Date:
Name:	Title:
<b>SIGNED for and on behalf of Boulder County</b>	
Signature:	Date:
Name:	Title:
Attester Signature:	Date:
Name:	Title:
Approved as to Content and Form:	Date:

**EXHIBIT B  
PAYMENT AND FISCAL REPORTING REQUIREMENTS**

**1. BUDGET**

- A. The total dollar amount for this Task Order Contract shall not exceed \$2,005,499.00.
- B. The projected allocation of funds across service delivery areas is outlined in the table below.

<b>Service Delivery Area/Team</b>	<b>Jan-Jun 2021</b>
MESA	\$60,000
Crisis	\$237,720
Equity and Disparity	\$0
Housing & Supportive Services	\$245,036
Health Home & Integrated Services	\$15,006.19
School Based, Early Childhood, Early Intervention & Prevention Services	\$64,662.33
Behavioral Health Home Services	\$1,291,088.72
Community Infant Program	\$31,530.56
Jail and PACE Services	\$23,304.20
Older Adult Specialized Services	\$37,151
<b>Total</b>	<b>\$2,005,499.00</b>

- C. For all allocations, the amount of funding that is used can only be an “up-to” percentage based on the percent of clients served who are Boulder County Residents.
- D. Contractor has the discretion to transfer up to 10% of the total Task Order Contract amount (\$2,005,499) between service delivery areas without prior approval from Boulder County Department of Housing and Human Services (BCDHHS). Contractor shall inform BCDHHS of any changes made in the month that the budgetary change is completed, as a part of the monthly fiscal reporting requirements in Section 2. A. below.
- E. Any budget transfer greater than 10% of the total Contract amount requires prior written approval from BCDHHS. Contractor shall request the transfer in writing along with a rationale for the requested change. Requests should be submitted to Susan Caskey at [scaskey@bouldercounty.org](mailto:scaskey@bouldercounty.org) and Rory Thomes at [rthomes@bouldercounty.org](mailto:rthomes@bouldercounty.org).

**2. PAYMENT AND REPORTING REQUIREMENTS**

**A. Monthly Invoicing and Fiscal Reporting**

- i. BCDHHS shall provide Contractor with a monthly invoice template.
- ii. The invoice shall contain the name and title of the person authorized, or his or her designee, to submit claims for payment.
- iii. Monthly invoiced expenses shall be for actual expenditures incurred by Contractor.

- iv. Monthly invoiced expenses may not be reimbursable by any other funding source.
- v. Monthly invoices shall only include expenditures for the prior billing period. Any adjustments to a previously billed period need to be billed as an amendment to a previous invoice.
- vi. Contractor shall also provide the revenues and expenditures for each service delivery area per allocation table in Section 1.B above.
- vii. Contractor shall provide an agency-level income statement with each monthly invoice.
- viii. All invoices and fiscal reports will be due on a monthly basis, by the 20th calendar day following the reporting period, and shall be submitted to: HHSaccountingoffice@bouldercounty.org and rthomes@bouldercounty.org.

## **B. Supporting Documentation**

- i. Monthly invoices shall be supported by a general ledger and/or sub-ledger detail generated from Contractor's accounting system to include payee, description, date, and amount.
- ii. Supporting documentation submitted with monthly invoices must meet or exceed the amount being invoiced.
- iii. Contractor shall keep on site for BCDHHS review, for the Contract term plus three years.
- iv. If Contractor does not produce sufficient documentation as described above at financial review visits, BCDHHS has the right to recapture any unsupported payments.

## **C. Payments**

- i. Payments will be made to Contractor based on the actual calculated cumulative funding gaps identified in each service delivery allocation area, up to the total amount identified in the service delivery area budget in Section 1.B above. Each funding gap shall be paid proportional to the percent of Boulder County residents served by each unique program. For example, if 80% of a program's clients are Boulder County residents, then 80% of the funding gap may be covered by this Contract. Contractor shall not invoice BCDHHS for services delivered to any non-Boulder County residents.
- ii. Monthly invoices and supporting documentation must be submitted in a timely manner and in accordance with the terms of the Contract in order to receive payment.
- iii. BCDHHS will reimburse Contractor within 30 days of receipt and approval of a fully-supported and payable invoice. BCDHHS will follow-up with Contractor within 15 days of receipt should there be any questioned or unsupported costs.

## **D. Internal Controls**

- i. Contractor shall maintain written internal control policies and procedures around financial and accounting practices, including procurement policies and procedures.
- ii. Confidentiality of Client Information and Records: Contractor shall maintain best practices for safeguarding confidential information, including signed certification from Contractor's directors, officers and employees.
- iii. Conflict of Interest: Contractor shall maintain best practices regarding conflicts of interest, including signed certification from Contractor's directors, officers and employees.
- iv. Written policies and procedures shall be made available to BCDHHS during financial review visits or upon request. During the Contract term, BCDHHS will request to review Contractor's procurement policy.

## **3. Schedule of Attachments**

The following attachments to this Exhibit are hereby attached and incorporated by this reference:

- A.** Exhibit B-1, Sample Income Statement
- B.** Exhibit B-2, Monthly Invoice Template Cover Sheet
- C.** Exhibit B-3, Sample Monthly Invoice Program Detail with % Boulder County Residents as Multiplier

# EXHIBIT B-1 SAMPLE INCOME STATEMENT

MENTAL HEALTH PARTNERS												
BOULDER COUNTY FINANCIAL REVIEW FOR THE TIME PERIOD JAN 1, 2015 - DEC 31, 2015												
	Total Jan 2015	Total Feb 2015	Total Mar 2015	Total Apr 2015	Total May 2015	Total Jun 2015	Total Jul 2015	Total Aug 2015	Total Sep 2015	Total Oct 2015	Total Nov 2015	Total Dec 2015
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Revenue												
Net Client Svc Revenue												
Client Fees	8 911	8 910	35 821	70 221	65 646	55 595	50 110	90 867				
Insurance, Third Party	32 236	34 132	36 442	53 555	41 694	40 835	58 991	25 018				
Medicaid Capitation	1 993 633	1 703 390	2 186 678	1 966 689	2 031 615	2 230 219	2 179 713	2 114 327				
Medicaid - Rehab	48 542	54 189	45 620	37 055	41 148	38 016	39 891	31 029				
Medicare	31 350	22 940	23 300	20 794	23 939	35 273	25 829	13 924				
Medicaid - Injectables	45 266	39 736	66 974	54 454	56 406	51 265	42 839	33 437				
Pharmacy	261 688	268 707	301 028	362 850	403 598	303 348	287 978	281 882				
Total Client Svc Revenue	2 421 626	2 132 004	2 695 863	2 565 618	2 664 046	2 754 551	2 685 351	2 590 484				
Government												
Federal	33 495	55 375	35 105	31 061	51 205	32 657	34 972	33 638				
State	367 174	466 183	477 419	393 881	455 984	515 120	260 058	311 322				
Local and County:												
Boulder County GF, Core & 1A	473 697	465 423	410 341	168 326	238 944	151 614	113 240	22 670				
less: BC GF Payments												
Broomfield/City & County GF	25 196	25 196	25 196	29 406	26 250	26 250	26 250	26 250				
Longmont GF	8 736	8 736	11 236	9 569	9 569	9 569	9 569	29 281				
Public Support	137 108	141 451	160 318	139 258	128 239	29 167	199 084	184 415				
Bad Debt	50 582	55 061	33 185	32 941	131 598	63 041	38 804	55 304				
Other	116 728	196 529	43 304	263 482	152 717	179 544	274 733	162 411				
Adjust for Worthy Cause - Alpine Bldg	( 150 000)	( 150 000)	( 200 000)	( 150 000)	( 150 000)	( 100 000)						
Total Revenues	3 484 342	3 395 958	3 691 969	3 483 552	3 708 552	3 661 513	3 564 453	3 305 167				
Expenses												
Salaries	2 151 822	2 097 694	2 178 524	2,219,565	2 110 229	2 354 591	2 316 480	2 139 377				
Fringe Benefits	321 095	346 728	407 800	466,020	449 995	318 711	441 050	392 688				
Contract Labor			627 899	24,146	48 502	154 388	63 195	44 377				
MedCap Medically Necessary uncovered	47 369	48 470	44 938	57,446	52 854	56 887	54 885	53 488				
Cost of Drugs Sold	259 926	202 845	276 633	391,383	245 812	322 375	218 868	301 384				
Consultants	161 335	49 014	( 416 651)	72,727	230 972	177 341	39 100	32 376				
Security	46 522	48 088	16 060	16,060	20 000	12 120	16 060	16 060				
Staff Travel	7 534	11 893	15 476	13,912	31 186	46 610	9 311	7 154				
Utilities	22 213	17 377	18 010	18,850	15 820	22 960	50 996	6 438				
Telephone	23 098	13 418	40 957	43,930	23 943	55 661	48 463	31 540				
Medicines / Injectables	2 134	550	4 558	4,597	6 275	2 232	11 920	9 672				
Food	12 085	9 590	9 338	9,191	8 189	8 366	6 929	9 620				
Insurance	10 485	32 028	31 528	31,528	31 528	30 677	43 528	35 247				
Office Supplies	32 255	15 347	27 045	16,959	17 559	41 463	11 282	17 633				
Interest	364 560	14 903	22 994	4,856	48 640	8 015	41 062	46 928				
Property Taxes	13 873	1 587	1 587	1,587	1 587	( 23 929)	1 659	1 659				
Building Maintenance	47 533	49 866	45 075	54,803	30 610	31 512	45 094	20 961				
Rent / Lease	40 967	50 421	45 056	40,496	42 199	( 48 742)	62 811	61 784				
Depreciation	89 145	88 667	87 979	87,843	107 158	87 204	117 791	109 651				
Depreciation Adjustment Per Contract	( 44 573)	( 44 334)	( 43 990)	( 43 922)	( 53 579)	( 43 602)	( 58 896)	( 54 826)				
Donated Space, Goods & Svcs	119 464	132 864	134 844	116,874	92 885	88 515	120 831	102 385				
Other Costs - Each < \$50K	237 160	225 627	188 708	248,985	165 451	380 148	201 865	191 021				
Total Expenses	3,966,003	3,412,644	3,764,369	3 897 637	3 727 815	4 083 503	3 864 285	3 576 618				



**EXHIBIT B-2**  
**MONTHLY INVOICE TEMPLATE COVER SHEET**

Service Delivery Area/Team	Jul-Dec 2020	Jul-2020	Aug-2020	Sep-2020	Oct-2020	Nov-2020	Dec-2020	Total Billed	% Billed
<b>MESA</b>	\$ 60,000.00								
<b>CRISIS</b>	\$ 57,000.00								
<b>EQUITY AND DISPARITY</b>	\$ 50,000.00								
<b>INTENSIVE OUTPATIENT SERVICES</b>	\$ 184,720.50								\$ -
<b>HOUSING &amp; SUPPORTIVE SERVICES</b>	\$ 208,036.50								\$ -
<b>HEALTH HOME &amp; INTEGRATED SERVICES</b>	\$ 90,150.00								\$ -
<b>SCHOOL BASED, EARLY CHILDHOOD, EARLY INTERVENTION &amp; PREVENTION SERVICES</b>	\$ 95,342.00								\$ -
<b>BEHAVIORAL HEALTH HOME SERVICES</b>	\$ 756,295.50								\$ -
<b>COMMUNITY INFANT PROGRAM</b>	\$ 171,755.50								\$ -
<b>JAIL AND PACE SERVICE</b>	\$ 101,137.50								\$ -
<b>OLDER ADULT SPECIALIZED SERVICES</b>	\$ 37,150.50								\$ -
<b>Total</b>	<b>\$1,811,588.00</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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