TASK ORDER CONTRACT 2023-04

	DETAILS SUMMARY
Task Order OFS Number	
Master Contract Details	302400
Master Contract OFS Number	N/A
Master Contract Effective Date	September 23, 2014, and amended on December 04, 2014,
	and November 27, 2017
County Contact Information	
Boulder County Legal Entity	Boulder County ("County")
Department	Housing and Human Services ("BCDHHS")
Division/Program	Partnerships, Contracts and Services Division
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact	Rory Thomes, Community Investments Manager
	rthomes@bouldercounty.org
	HHScontracts@bouldercounty.org
Invoice Contact	HHSaccountingoffice@bouldercounty.org and
	rthomes@bouldercounty.org
Contractor Contact Information	n
Contractor Name	Mental Health Center of Boulder County, Inc. d/b/a Mental Health Partners (MHP)
Address	P.O. Box 5285, Denver, CO 80217-5285
Contact	Dixie Casford, Co-CEO
	Jennifer Leosz Marriott, Co-CEO
Contact Email	dcasford@mhpcolorado.org
	jleosz@mhpcolorado.org
Secondary Contact	Greg Vander Meulen, gvandermeulen@mhpcolorado.org
Task Order Term	
Start Date	January 01, 2023
Expiration Date	December 31, 2023
Task Order Amount	
Contract Amount	\$690,000 Not-to-Exceed
Brief Description of Work	
This Task Order Contract reflect	s Boulder County's contribution towards general operating
	erate withdrawal management services at Mental Health
Partners. The Withdrawal Mana	gement program provides individualized monitoring for safe
	or drugs, assessment for treatment needs, information and
	case management, and referral for medical, housing,
employment support, and legal	services.
Contract Documents	
a. Exhibit A, Statement of V	
b. Exhibit B, Payment and	
c. Exhibit C, Program Leve	
SECTION BELOW IS FOR CO	UNIY INTERNAL USE ONLY
Purchasing Details	
Bid Number	N/A
BOCC Bid Award Date	
Bid Process Used	HHS Human Services Safety Net RFA

Purchasing Notes	Per discussion with AG in CAO existing contract renewed
	under this RFA
COVID-19 Related?	No
Internal Notes	
PO	New PO
Chart of Accounts String	112-45018-74000-1020-101270-H113
	112-45018-74000-1020-101271-H113
Master Contract:	
http://cmcn:9080/navigator/book	mark.jsp?desktop=BoCo&repositoryId=CommissionersOffice
	sinessMeetings%2C%7B4482C968-75D1-4ED3-9B02-
E603A57B6720%7D%2C%7BC	
	e=application%2Fpdf&template_name=BusinessMeetings&ve
	0AAA3-4344-C51A-A2D9-5C40B6800032%7D
Master Contract Amendment:	
	mark.jsp?desktop=BoCo&repositoryId=CommissionersOffice
	sinessMeetings%2C%7B4482C968-75D1-4ED3-9B02-
E603A57B6720%7D%2C%7B4	
	e=application%2Fpdf&template_name=BusinessMeetings&ve
	90C1-A09B-C9C6-A4F7-5C40B610001D%7D
Master Contract Amendment 2:	
	mark.jsp?desktop=BoCo&repositoryId=BCShared&repository
	%7BD4099A35-C04F-4722-AAAD-
69134D505E2E%7D%2C%7B2	
	e=application%2Fpdf&template name=Contracts&version=rel
eased&vsId=%7B251C320E-0C	CB-CE0D-871B-60A430A00000%7D

THIS TASK ORDER CONTRACT ("Task Order Contract" or "Contract") to the above-referenced Master Contract ("Master 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. dba Mental Health Partners ("Contractor" or "MHP"). County and Contractor are each a "Party," and collectively the "Parties."

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control. In the event of a conflict between the terms of the above-referenced Master Contract and this Task Order Contract, the terms of the Master Contract shall control.

1. <u>Incorporation</u>: The **Details Summary** is incorporated into this Task Order Contract. The above-listed **Contract Documents** are incorporated into this Task Order Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract. The Master Contract detailed above, and any amendments thereto, are further incorporated herein by this reference and made a part hereof as if fully set forth herein.

- 2. <u>Master Contract</u>: This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract and any amendments thereto. This Task Order Contract shall be governed in all respects by the Master Contract. The Parties agree that all work shall be performed in accordance with the Master Contract. County, in its sole discretion, may elect to extend the term of this Task Order Contract. In the event the County elects to exercise this right, it shall send notice to Contractor, pursuant to the Notices section of the Master Contract, of County's intent to extend the term of the Task Order Contract. The notice shall set forth the length of the extension. Any extension hereunder shall not entitle Contractor to additional compensation beyond the Task Order Amount set forth above.
- 3. <u>Work to be Performed</u>: Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the **Contract Documents**.
- 4. <u>Payment for Work Performed:</u> In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Task Order Amount** to Contractor in accordance with the **Contract Documents**.
- 5. <u>Invoicing</u>: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the twentieth (20th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County. Failure to submit invoices in a timely manner and in accordance with the terms of this Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
- 6. <u>Contract Modifications</u>: This Task Order Contract may only be amended upon mutual written agreement of the Parties.
- 7. <u>Standard of Performance</u>: In addition to the terms and conditions of the Master Contract, the conditions, provisions, and terms of any Request for Proposals (RFP) incorporated herein, if applicable, establishes the minimum standard or performance that Contractor must meet under this Task Order Contract. If Contractor's Proposal, if incorporated herein, or the Scope of Work establish or create standards of performance greater than those set forth in the RFP, then Contractor shall also meet those standards of performance under this Task Order Contract.
- 8. <u>Survival of Terms</u>: Upon expiration or termination of this Task Order Contract, the obligations which by their nature are intended to survive expiration or termination of this Task Order Contract, will survive.

[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.

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

EXHIBIT A

STATEMENT OF WORK

1. PROJECT DESCRIPTION

Withdrawal Management staff provide individualized monitoring for safe detoxification from alcohol and/or drugs, assessment for treatment needs, information and education on alcohol and drugs, case management, and referral for medical, housing, employment support, and legal services. The program aims to reduce individuals with additions from ending up in jail or hospital setting, a reduction in overdose deaths, and an increase in connections to ongoing services that can break the cycle of addition and allow community members to improve quality of life and overall health. The Withdrawal Management program is a vital service in MHP's continuum of care as a safety net provider, often serving as a first entry into behavioral health treatment for community members in need.

2. <u>PERFORMANCE RESPONSIBILITES</u>

Contractor, in accordance with the terms and conditions in the Master Contract and this Task Order Contract, shall, in a timely and satisfactory manner, the following services:

- A. Provide social detoxification services to adults, for any type of substance use including alcohol, opioids, methamphetamine, and others
- B. Provide care coordination and psychoeducation for clients to gain an improved understanding of the impact of substance use, overdose prevention skills, and improved ability to engage in care post-WM services
- C. Provide culturally appropriate marketing materials of Contractors services to other local agencies and Family Resource Centers who serve low-income and at-risk individuals in order to increase participant access to healthcare services and education.
- D. As needed, work collaboratively with BCDHHS Community Support Division staff to develop, and distribute culturally appropriate marketing materials that work to destigmatize access and enrollment in public assistance benefits.
- E. As needed, contractor will support participants in connecting with self-reliance benefits utilizing the Colorado PEAK online application and/or creating a Boulder County Connect (BCC) Account and encourage online system use for accessing case information, completing required actions on their cases, and uploading documents.
- F. Contractor agrees to provide space for BCDHHS staff for enrollment in public benefits programs, the Low-Income Energy Assistance Program (LEAP), and for Family and Children Services (FCS) community-based family meetings (team decision-making meetings), when and if applicable.

3. TARGET POPULATION

The target population includes low-income individuals and families who are Boulder County residents. Contractor shall ensure that priority for services be provided to individuals and families within geographic service area who are at high risk or have unmet needs. The Withdrawal Management program serves individuals from all backgrounds, regardless of ability to pay or residence status, including those experiencing co-occurring mental illness.

4. <u>REFERRALS FOR SERVICE</u>

- A. Contractor agrees to accept and prioritize referrals from other service providers and government agencies operating in Boulder County who serve similar populations.
- B. Contractor agrees to work collaboratively with BCDHHS and other community partners to ensure participants are enrolled in all self-sufficiency benefits for which they are eligible to receive.
- C. Contractor will make referrals to appropriate service providers in effort to move participants from crisis to stability, establishing a network of care supporting the participant.
- D. Contractor shall refer all participants to their local Family Resource Center (OUR Center, Emergency Family Assistance Association (EFAA), or Sister Carmen Community Center) for additional stabilizing services, depending on their geographic location.

5. MEETINGS AND COMMUNICATIONS

- A. BCDHHS and Contractor may meet semi-annually to evaluate Contract usage and program effectiveness that may include:
 - i. recommendations for modifications in the scope of services for this Task Order Contract,
 - ii. technical assistance necessary to enable the performance of this Task Order Contract by Contractor, or
 - iii. the specification of necessary additional services to enable Contractor's performance of the services provided under this Task Order Contract.
- B. A fiscal review may be conducted during the Task Order term. Prior to this review, BCDHHS may request a copy of Contractor's published annual report for the prior year.
- C. BCDHHS will communicate with Contractor regarding applicable trainings and meetings as available.

6. DELIVERABLE AND REPORTING REQUIREMENTS

- A. Contractor shall submit quarterly reports that track numbers of participants served, which shall include city in which participant resides (as outlined in Exhibit B-2).
 - i. Reporting is due by the 20th of the month, following the close of each quarter to the following email: <u>HHSimpactreporting@bouldercounty.org</u> and Estiberson Parra Cordero (<u>eparracordero@bouldercounty.org</u>).
- B. Contractor shall notify BCDHHS within 30 days of vacancies for positions funded under this Task Order Contract. Notification shall be sent in writing to Rory Thomes at <u>rthomes@bouldercounty.org</u>.
- C. Contractor shall submit an annual qualitative report at the conclusion of each Contract term. Annual reports shall be submitted no later than the 20th of the month following the end of the Contract term. Reports shall be submitted to https://www.hsimpactreporting@bouldercounty.org and Estiberson Parra Cordero (eparracordero@bouldercounty.org).

EXHIBIT B

PAYMENT AND REPORTING REQUIREMENTS

1. BUDGET

- A. The Task Order Contract shall not exceed \$690,000 and shall be invoiced as described in Section 2 and in accordance with the program budget in Exhibit B-1, Budget Form.
- B. Contractor has the discretion to transfer up to ten percent (10%) of the approved budget between the major direct cost budget categories without the approval of Boulder County Department of Housing and Human Services (BCDHHS). Any budget transfer greater than ten percent (10%) requires the prior approval from BCDHHS.
- **C.** Contractor shall notify the BCDHHS Representative of any changes in personnel identified in Exhibit B-1, Budget Form.
- **D.** Provide culturally appropriate marketing materials of Contractors services to other local agencies and Family Resource Centers who serve low-income and at-risk individuals in order to increase participant access to healthcare services and education.
- **E.** As needed, work collaboratively with BCDHHS Community Support Division staff to develop, and distribute culturally appropriate marketing materials that work to destigmatize access and enrollment in public assistance benefits.
- **F.** As needed, contractor will support participants in connecting with self-reliance benefits utilizing the Colorado PEAK online application and/or creating a Boulder County Connect (BCC) Account and encourage online system use for accessing case information, completing required actions on their cases, and uploading documents.
- **G.** Contractor agrees to provide space for BCDHHS staff for enrollment in public benefits programs, the Low-Income Energy Assistance Program (LEAP), and for Family and Children Services (FCS) community-based family meetings (team decision-making meetings), when and if applicable.

2. PAYMENT AND REPORTING REQUIREMENTS

A. Program Reporting

- i. Contractor shall submit a quarterly programmatic report that provides aggregate, de-identified data for Withdrawal Management services and programs, including but not limited to numbers served, demographics, primary drug, progress at discharge collectively and by primary drug, and any available trend reports. Additional program-specific measures may be required upon mutual agreement.
- ii. Programmatic reports shall be submitted electronically to BCDHHS via email to: Estiberson Parra Cordero (<u>eparracordero@bouldercounty.org</u>)

and hhsimpactreporting@bouldercounty.org.

- iii. Contractor shall take necessary steps to provide services virtually and/or adhere to current public health COVID-19 restrictions and guidelines throughout the Contract term for services provided in-person. If Contractor is unable to provide services safely to meet client needs due to the public health restrictions, Contractor shall notify BCDHHS within 30 days.
- iv. Contractor shall identify vacancies via the monthly invoicing process on the templates provided by BCDHHS.
- v. Contractor shall submit an annual qualitative report at the conclusion of each Contract term. Annual reports shall be submitted no later than the 20th of the month following the end of the Contract term. Reports shall be submitted to Estiberson Parra Cordero (eparracordero@bouldercounty.org) and hhsimpactreporting@bouldercounty.org

B. Monthly Invoicing

- i. Concurrent with the submission of this Task Order, Contractor shall provide the job descriptions and scopes of work for programs attached to staff identified in Exhibit B-1, Budget Form. Contractor shall provide a general description of various Withdrawal Management services and programs.
- ii. BCDHHS shall provide Contractor with a monthly invoice template.
- iii. Contractor shall complete and submit monthly invoices and supporting documentation that supports the amount invoiced on/or before the twentieth (20th) calendar day following the reporting period, regardless of the level of activity or amount of expenditure(s) in the preceding report period.
- iv. Monthly invoiced expenses shall be for actual expenditures incurred by the Contractor.
- v. BCDHHS shall not pay for vacant positions funded through this Contract.
- vi. Monthly invoiced expenses may not be reimbursable by any other funding source.
- vii. 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.
- viii. The invoice shall contain the name and title of the person authorized, or his or her designee, to submit claims for payment.
- ix. All invoices, supporting documentation, and applicable fiscal reports shall be submitted electronically to BCDHHS via email to:

hhsaccountingoffice@bouldercounty.org and rthomes@bouldercounty.org

C. Supporting Documentation

- i. Monthly invoices shall be supported by a general ledger and/or sub-ledger detail generated from the Contractor's accounting system to include payee, description, date, and amount.
 - a. For participant services, participant name and purpose must be

included (for those participants who have signed an authorization to release information).

- b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
- 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, the following supporting documentation for each invoice:
 - a. Non-personnel reimbursements must be supported by general ledger or sub-ledger detail generated from Contractor's accounting system.
 - 1. The ledger detail should include payee, description, date, and amount.
 - 2. For participant services, participant name and purpose must be maintained on file (for those participants who have signed an authorization to release information).
 - 3. The documentation should include all receipts and/or other original support. Receipts are required for purchases from a single vendor more than \$100.
 - 4. Travel expenditures should include travel expense reports.
 - 5. Mileage will be reimbursed at a rate equal to or less than the IRS standard mileage rate.
 - b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
 - Staff working less than 100% on contracted work may be required via a written amendment to maintain an accurate daily record of hours worked and correct charge codes. These records shall be made available to BCDHHS during financial review visits or upon request.
- iv. If Contractor does not produce sufficient documentation as described above at financial review visits, BCDHHS has the right to recapture any unsupported payments.

D. Payments

- i. Monthly invoices, supporting documentation, and all required deliverables as outlined in Exhibit A, Section 6, Deliverable and Reporting Requirements must be submitted in a timely manner and in accordance with the terms of the Contract in order to receive payment.
- ii. BCDHHS will reimburse the 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.

E. 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. <u>SCHEDULE OF ATTACHMENTS:</u> The following attachments to this Exhibit are hereby attached and incorporated by this reference: Exhibit B-1: Budget Form

EXHIBIT B-1 BUDGET FORM

Boulder County Department of Housing and Human Services 2023 RFA: Program Budget Form	
Contract Term: 01/01/2023 to 12/31/2023	
Agency Name: Mental Health Center of Boulder County, Inc., dba Mental Health Partners	
Program Name: Withdrawal Management	
2023 Award Amount	690,000
Once you have matched the award amount below, this should be "0":	\$ 0
Feel free to add or change expense rows categories to this form	\$ U
ree free to add or change expense rows categories to this form	
DESCRIPTION	Budget of Line Item
Salaries (list positions and indicate FTE allocated to each source)	
Acute/Forensic Clinical Director, 25% FTE	27,765
WM Peer Support Specialist, 100% FTE	46,012
WM Care Coordinator, 100% FTE	53,000
WM Care Coordinator, 100% FTE	53,000
WM-SUD Specialist I, 100% FTE	46,012
WM-SUD Specialist I, 100% FTE	46,012
WM-SUD Specialist II, 100% FTE	52,000
WM-SUD Specialist II, 100% FTE	52,000
Valmont Site Manager, 100% FTE	46,012
Program Evaluation Specialist, 25% FTE	17,492
Subtotal Salaries	439,305
Payroll Taxes & Benefits	
Fringe benefits are based on the standard rate per MHP policy and include: FICA (7.65%),	
Workers Compensation (1.8%), Retirement (2.8%), Unemployment Insurance (0.6%), and	
Health, Life, Dental and Disability Insurance (7.15%).	87,861
Operating Expenses (list costs including travel, rent, utilities, phone, postage, supplies, & printing,)
Security/EMT	100,107
Subtotal Operating	100,107
Equipment (list all costs)	
*none requested	
Subcontractor/consultation services (list individiual costs)	
*none requested	
Other Costs	
Indirect: Mental Health Partners does not have a federally contracted indirect rate and will	
use the 10% de minimus rate.	62,727
TOTAL Program Budget	690,000

EXHIBIT C

PROGRAM LEVEL REPORT

Name of Organization				
Name of Organization:				
Name of Program (should match funding award				
Name of Person Completing Report:				
Program staff email to use if questions arise:		1	1	1
Quantarily Damanting Materia	01			01
Quarterly Reporting Metrics	Q1	Q2	Q3	Q4
TOTAL Number of individuals served by Program				
TOTAL Number of Individuals served by residency				
Boulder				
Lafayette				
Louisville				
Longmont				
Erie				
Lyons				
Nederland				
Superior				
Jamestown				
Other Cities Inside Boulder County				
Homeless Inside Boulder County				
Other Cities Outside Boulder County Homeless Outside Boulder County			-	
Unknown				
TOTAL Number of clients served by Program by age				
, , , , ,				
0-5				
6-12				
13-17				
18-54				
55-91				
Race				
American Indian/Alaska Native				
Asian				
Black/African American				
Native Hawaiian or other Pacific Islander				
Mixed Race				
White/Caucasian				
Other				
Unknown				
TOTAL Number of individuals served by Program - Hispanic, Latino or Spanish origin				
No, Not of Hispanic, Latinx, or Spanish origin				
Yes, of Hispanic, Latinx, or Spanish origin				
Unknown				
TOTAL Number of households served by Program -				
Primary Household Language				
English				
Spanish				
Other				
Unknown				
TOTAL Number of households* served by Program				
Number of households with children ages 0-17				
* note: single individuals living alone = 1 household				

Programmatic Metrics:								
Numbers and types of substances used, andportion of clients with a documented follow-up goal								
Number of New clients on this quarter								
Number of Narcan kits received and distributed								
Quarterly Questions for Funders:					Quarter 1	Quarter 2	Quarter 3	Quarter 4
1. What % of program funding does this contract pro-	vide as a pe	ercent of the	total prog	ram budget				
2. Please describe the ways in which this funding help	os meet pr	ogram goals:						
3. Please briefly describe any gaps or areas of need th community:	nat you are	noticing em	erge in the					
4. This contract is funded by tax dollars. If you are abl that we can share with the public. How do you know provide a metric please do so here:				•				