

**Memorandum of Understanding
Between Colorado Community Health Alliance, LLC (CCHA) and Boulder County
Department of Housing and Human Services: Partnership, Contracts, and Services Division**

This Memorandum of Understanding (“MOU”) is entered into as of July 6, 2023, by and between Colorado Community Health Alliance, LLC (CCHA) and Boulder County Department of Housing and Human Services: Partnership, Contracts, and Services Division (“CBO”), a government organization based in Boulder, Colorado. Each Party named above shall be individually referred to in this MOU as "Party" or collectively, as "Parties."

I. PURPOSE OF THE MOU

- The purpose of this MOU is to provide CBO with a single, lump-sum payment of \$52,000 dollars (“Funds”), which CBO shall use to:
 - Provide Dual Dx/ID/MH Curriculum to Boulder Behavioral Health providers (providers that are qualified to take Medicaid currently would have priority) created and taught by Oliver Behavioral Consultants.
 - 25k per session
 - 2k to incentivize behavioral health providers participation/and or training set up purposes
 - Two intensive workshop series; 5 days/5 sessions. 36 hours for each workshop
 - Up to 80 participants (40 per workshop)
 - Training will be offered to Behavioral Health providers that are serving Boulder County. If space is available, training will be offered to additional counties such as Broomfield and Jefferson.

II. DISBURSEMENT OF FUNDS BY CBO AND SERVICES PROVIDED.

- a. CBO will use Funds to
 - i. \$50,000 will be used for two intensive workshop series;5 days/5 sessions each. Up to 40 participants per workshop.
 - ii. \$2,000 used to incentivize behavioral health providers participation/and or training purposes
- b. CBO will be responsible for the identification of relevant requirements and parameters of eligibility for the Program and have sole responsibility for the identification and selection of individuals who enroll and/or participate in the Program.
- c. CBO shall not discriminate against any person, applicant or participant of the Program on the basis of age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or any other unlawful basis. CBO will comply with all applicable laws prohibiting discrimination.
- d. Reporting results will be made available to Company on a monthly basis, including information such as: (number of individuals served, types of services provided, other reporting if required), and any other information requested by Company related to performance under this MOU.
- e. CBO agrees that no more than 10% of the Funds may be used for administrative costs.

- f. No later than December 31, 2024, all unused, unapplied, or unassigned Funds shall be returned to Company.
- g. CBO will begin distributing the Funds as soon as possible.
- h. On an ongoing basis, CBO shall (i) monitor and track use of Funds and performance of services under Program, and (ii) comply with all applicable state and federal laws related to use of Funds and services performed under Program. CBO agrees to report to Company promptly any suspected misuse of Funds. CBO acknowledges and understands that should any misuse of Funds be determined, CBO will be required to return Funds to Company immediately.

III. EXPECTED OUTCOMES OF THE PROGRAM(S).

- a. The CBO will track milestones and progress by:
 - i. Pre/post testing on satisfaction-provided by Oliver Behavioral Consultants
 - ii. Post completion certificate- provided by Oliver Behavioral Consultants
 - iii. Pre and post survey will be created and distributed by Boulder County Housing and Human Services
 - iv. Boulder County Housing and Human Services will create list of providers that have been certified through this training to support referrals across agencies to increase number of individuals served
- b. The expected outcomes of this funding:
 - i. Increase number of Behavioral Health Providers that accepts I/DD, Autism, and Traumatic Brain Injury/ Mental Health dual diagnosis
 - ii. Increased quality of mental health services provided to those with an I/DD, Autism, and Traumatic Brain Injury/ Mental Health dual diagnosis
 - iii. Increased community knowledge around which providers support those with an I/DD, Autism, and Traumatic Brain Injury/ Mental Health dual diagnosis
 - iv. I/DD Mill Levy needs assessment states that “work to expand training and development of the mental health workforce to increase the availability of providers qualified to serve individuals with IDD”

IV. ADDITIONAL SERVICES PROVIDED BY Company.

- a. Within (30) thirty days of the execution of this MOU, Company will provide the Funds to CBO as one-time funding to support the Program described herein.
- b. Company will participate in regular conference calls with CBO during the Term hereof to discuss Program outcomes and progress.

V. CONFIDENTIALITY AND MAINTENANCE OF RECORDS.

- a. If applicable, Parties will comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, 42 CFR part 2, and the Gramm Leach Bliley Act of 1999 through a Business Associate Agreement. Inasmuch as a Business Associate Agreement (“BAA”) is not included with this MOU or otherwise in place between the Parties, and CBO is engaged for services

that include the potential for access to PHI, CBO must enter into a BAA acceptable to Company prior to performing such services. In the event the BAA is not signed by CBO, Company may terminate this MOU without penalty or termination fees. This Section shall survive termination of the MOU.

- b. CBO will keep systematic records of all expenditures relating to this MOU. Such records, including bills, invoices, canceled checks, and receipts, will be retained by CBO for five (5) years after this MOU terminates or expires and will be available for Company inspection during that period.

VI. INTELLECTUAL PROPERTY.

Each Party recognizes and acknowledges that the other Party owns or may own certain intellectual property that was not developed specifically for or funded for a purpose contemplated herein, but which may be used in connection with the services contemplated under this MOU, (“Independent Intellectual Property”), and agrees that all such Independent Intellectual Property shall, as between the Parties, remain the sole property of the originating Party. Each Party acknowledges and agrees that, except as required by this MOU, no Party is obtaining rights to any other Party's Independent Intellectual Property as a result of this MOU, unless expressly agreed to by the Party owning such Independent Intellectual Property.

VII. AUTHORITY; INDEMNIFICATION; LIMITATION OF LIABILITY.

- a. Authority. Each Party represents and warrants to the other Party that its performance of this MOU will not breach any other agreement or obligation by which it is bound, and that it has all rights, consents and licenses necessary to fulfill its obligations to the other Party hereunder.
- b. Indemnification
 - i. Indemnification. Each Party (“Indemnifying Party”) shall defend, indemnify and hold harmless the other Party and the other Party’s respective affiliates, successors and assigns, officers, directors, trustees, employees, permitted subcontractors, representatives, and agents (the “Indemnified Parties”) from and against any and all losses, liabilities, damages, fines, penalties, costs, or expense (including reasonable attorneys’ fees and other expenses of litigation) (collectively, “Loss” or “Losses”) arising or resulting from any claim, action, suit, or other proceeding (collectively, “Claims”) to the extent such Losses result, arise, or relate to (a) the Indemnifying Party's material breach of any of its representations under this MOU, (b) the negligence or willful misconduct of the Indemnifying Party in performing its activities under the MOU, or (c) the activities performed by or on behalf of the Indemnifying Party, including by any subcontractor. This indemnification provision does not apply to a direct claim by one Party against the other Party.
 - ii. Notice to Indemnifying Party. If any Indemnified Party receives notice of any claim or other commencement of any action or proceeding with respect to which the Indemnifying Party is obligated to provide indemnification pursuant to this section, the Indemnified Party shall, within fifteen (15) days of receiving such notice or the commencement of any such action or

proceeding, give the Indemnifying Party written notice thereof, including without limitation a description of such alleged Losses. Such notice shall be a condition precedent to any liability of the Indemnifying Party for indemnification hereunder unless the Indemnified Party can prove that its failure to give such timely notice does not and will not in any manner prejudice the Indemnifying Party or diminish or waive any rights that the Indemnifying Party may have.

- iii. Defense by Indemnifying Party. The Indemnifying Party shall have the right to control the defense thereof with counsel of its choice as long as such counsel is reasonably acceptable to the Indemnified Party; provided that any Indemnified Party shall have the right to retain its own counsel at its own expense for any reason. The Indemnified Party, its employees, and agents, shall reasonably cooperate with the Indemnifying Party and its legal representatives in the investigation or defense of any Losses or Third Party Claims covered by this Section.
- iv. Settlement. The Indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder, without the prior written consent of the Indemnifying Party.
- c. Limitation of Liability. In no event shall any Party be liable to any other Party to this MOU hereunder for incidental or consequential damages of any kind, including lost profits, regardless of whether such Party shall be advised, shall have other reason to know or in fact shall know of the possibility of the foregoing. This section shall survive any termination of this MOU.

VIII. INFORMATION USES; COMMUNICATIONS; PUBLICITY; PUBLICATION.

- a. The Parties agree that no Party shall make any public statement or release that relates to this MOU or the Program described herein without the prior written approval of the other Party. All sponsorship or joint marketing activities arising under this MOU are subject to Company's policies and procedures and applicable law. Parties agree that any publicity surrounding the services and Program contemplated by this MOU shall acknowledge the efforts of all Parties. The obligations contained in this provision shall survive the termination of this MOU. Each of the Parties shall have independent and separate rights to disclose and publish the data and results generated from the Program subject to the terms of this MOU, except the first public disclosure and publication of such data and results shall be jointly prepared by the Parties under this MOU. After the first disclosure and publication, each Party may make independent disclosures and publications of any Program data and results, which are materially similar to the presentation of the first publication. Each Party shall have at least thirty (30) days prior to the date of submission for publication or of public disclosure to review such material. Except, however, abstracts will be submitted to the other Party for review at least fifteen (15) days prior to the date of submission for publication or public disclosure. During its review period, the other Party may provide input, make factual corrections, and request the deletion of any reference to the other Party's confidential information from the proposed disclosure or publication. All

disclosures and publications must expressly acknowledge the other Party, unless such Party objects to such acknowledgment.

- b. CBO is encouraged to provide, when appropriate and only applicable to Program covered under this MOU, de-identified and unidentifiable key Program success stories. CBO acknowledges and agrees that Company, in its reasonable discretion, may use and communicate any such success stories provided to Company.
- h. As reasonably requested by Company, and subject to this Article VIII, CBO will participate in public relations and media events promoting this Program in coordination and cooperation with Company.

IX. INSURANCE.

Except as set forth herein, CBO shall maintain in force throughout the Term, insurance that satisfies the criteria set forth below, provided, CBO has the right, in its sole discretion, to self-insure in part or in whole for any such coverage:

- a. General Liability.
 - i. Each Occurrence: \$1,000,000
 - ii. Products/Completed Operations Aggregate: \$2,000,000
 - iii. Personal and Advertising Injury: \$1,000,000
 - iv. General Aggregate: \$2,000,000
 - v. Premises and operations coverage, contractual liability coverage, personal injury coverage, products and completed operations coverage and coverage for independent contractors. The other Parties and their affiliates shall be additional insureds.
- b. Workers' Compensation. As required by applicable state law, including voluntary compensation.
- c. Employment Practices Liability of \$1,000,000.
- d. For the purposes of section VII. b. i. Indemnification language in the insurance policies and endorsements of "per written contract" is sufficient and neither Party is required to list the other as an Additional Insured on their insurance policies.

X. TERMS OF MOU; TERMINATION.

- a. Term. This MOU shall become effective on July 6, 2023 and shall continue through December 31, 2024 ("the Term").
- b. Termination Without Cause. This MOU may be terminated during the Term by a Party acting in its sole discretion, and for any reason whatsoever. Notice of said termination stating the Party's intent to terminate and the effective date of such termination shall be delivered in writing to the other Party not less than thirty (30) days prior to the effective date of such termination.
- c. Return of Funds. In the event this MOU terminates for any reason, CBO shall return all unused, unapplied or unassigned Funds remaining to Company within thirty (30) days of receiving or giving notice of a termination as provided herein. The provisions set forth in this Section X(c) are in addition to and not in lieu the provisions of Section II(d). The Parties expressly agree this provision shall survive the termination or expiration of this MOU.

XI. GENERAL PROVISIONS.

- a. No Third-Party Rights. This MOU is made solely for the benefit of the Parties and does not, and shall not be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this MOU.
- b. Amendment. Neither this MOU nor any of its provisions may be amended, supplemented, modified, or waived except by a writing duly executed by the duly authorized representative of each of the Parties.
- c. Captions. The headings, captions, sections and clause numbers appearing in this MOU are inserted only as a matter of convenience and should play no role in the interpretation of the body of each clause.
- d. Governing Law. This MOU, and all claims arising out of, relating to or in connection with this MOU, are governed by and construed in accordance with the laws of the State Colorado, without regard to its provisions concerning the applicability of the laws of other jurisdictions.
- e. Waiver and Modification. No waiver or modification of this MOU or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by all Parties to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between the Parties arising out of or affecting this, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing duly executed as aforesaid, and all Parties further agree that the provisions of this paragraph may not be waived except as herein set forth.
- f. Partial Waiver and Breach. The waiver by any Party hereto of any right hereunder, or failure to perform, or breach by the other Party shall not be deemed as a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise. The failure of a Party to enforce at any time any of the provisions of this MOU of any rights in respect hereto, or to exercise any election herein provided, shall in no way be considered to be a waiver of such provisions, rights or elections or in any way affect the validity of this MOU.
- g. For Assignment. No Party shall have the right to assign this MOU or any of its rights or obligations hereunder.
- h. Notices. Except as otherwise expressly provided in the MOU, any notice required under this MOU shall be in writing and shall specifically refer to this MOU. Notices shall be sent via one of the following means and will be effective (a) on the date of delivery, if delivered in person; (b) on the date of receipt, if sent by a facsimile (with delivery confirmed); or (c) on the date of receipt, if sent by private express courier or by first class certified mail, return receipt requested. Any notice sent via facsimile shall be followed by a copy of such notice by private express courier or by first class mail. Notices shall be sent to the other Party at the addresses set forth below. A Party may change its addresses for purposes of this Notice section by sending written notice to the other Party.

All notices to Company shall be addressed to:
CCHA, LLC
c/o Megan Billesbach
999 17th Street, Suite 500

Denver, CO 80202

All notices to CBO shall be addressed to:
Boulder County Department of Housing and Human Services: Partnership,
Contracts, and Services Division
c/o Rebecca Seiden, I/DD Mill Levy Program Coordinator
c/o Sara Boylan, Major Contracts Manager
3460 Broadway
Boulder, CO 80304

- i. Entire MOU. This MOU (and all appendices and/or exhibits attached hereto, which are hereby incorporated by this reference) constitutes the entire understanding between the Parties and replaces and supersedes any and all prior agreements and understandings, whether oral or written, express or implied, between the Parties with respect to the subject matter hereof.
- j. Construction. The Parties mutually acknowledge that they have participated in the negotiation and preparation of this MOU. Ambiguities, if any, in this MOU shall not be construed against any Party, irrespective of which Party may be deemed to have drafted the MOU or authorized the ambiguous provision.
- k. Legal Compliance; Severability. All Parties hereby expressly state that it is each Party's intent to expressly comply with state and federal law. If any of the provisions of this MOU, including but not limited to structure of Program, distribution of Funds or otherwise, are held to be void or unenforceable, then such void or unenforceable provisions shall be replaced by valid and enforceable provisions that will achieve as far as possible the business intentions of the Parties, to the extent doing so is possible. Should such replacement not be possible, the Party's may terminate the MOU in accordance to the terms herein.
- l. Independent Parties. CBO and its employees, agents, and representatives are independent parties and are not Company employees or agents.

**Boulder County Department of
Housing and Human Services:
Partnership, Contracts, and Services
Division**



**Colorado Community Health
Alliance, LLC, dba CCHA**

Patrick Fox

Signature

Claire Levy

Printed Name

Chair, Board of County Commissioners

Title

Date

Signature

Patrick K. Fox, M.D.

Printed Name

Plan President

Title

July 6, 2023

Date