

**JOINT MENTAL HEALTH SERVICES
AND
JOINT SUBSTANCE ABUSE SERVICES
AGREEMENT**

THIS JOINT MENTAL HEALTH SERVICE AND JOINT SUBSTANCE ABUSE SERVICES AGREEMENT (hereinafter the "Agreement") is made and entered into this 16th day of May, 2000, by and between **CARBON COUNTY, EMERY COUNTY, and GRAND COUNTY**, each a body corporate and politic of the State of Utah (hereinafter individually "County" or by its own name, and collectively the "Counties"), and **FOUR CORNERS COMMUNITY MENTAL HEALTH CENTER, INC.**, (hereinafter the "Center"), 105 West 100 North, P.O. Box 867, Price, Utah 84501. All statutory references in this Agreement are to the Utah Code Annotated, by Section(§) or Sections (§§) unless federal statutes are expressly noted. All references in this Agreement to departments, divisions, and boards are to departments, division and boards of the State of Utah, unless federal agencies are expressly noted.

RECITALS

WHEREAS, pursuant to (§) 17A-3-602 (1) of the Local Mental Health Authorities Act, each County is required to serve as the local mental health authority to provide to the extent required by said statute, mental health prevention and treatment services to persons within its County (hereinafter the "mental health services"); and

WHEREAS, pursuant to (§) 17A-3-701 (1) of the Local Substance Abuse Authorities Act, each County is required to serve as the local substance abuse authority to provide, to the extent required by said statute, substance abuse prevention and treatment services to residents of its County (hereinafter the "substance abuse services"); and

WHEREAS, pursuant to (§§) 11-13-1 et.seq. of the Interlocal Cooperation Act, §63-56-65(1) of the Procurement Code, Section 17A-3-602(1), and Section 17A-3-701(1), the Counties are authorized to join with each other to provide the mental health services and substance abuse services, and the Counties desire to do so with this Agreement; and

WHEREAS, pursuant to (§§) 17A-3-602 (1) and (4)(c) and 17A-3-701 (1) and (4)(c), the Counties are authorized to jointly contract with the Center as a competent licensed private contract provider to provide the mental health services and the substance abuse services; and

WHEREAS, the Center is a non-profit corporation, organized and existing under the laws of the State of Utah, and tax-exempt under § 501(c)(3) of the United States Internal Revenue Code; and the Center was established for the express purpose of providing the mental health services and the substance abuse services for the Counties; and

WHEREAS, the Center, as the "sole source" provider within the meaning of (§) 63-56-23 of the Procurement Code, has been providing the mental health services and the substance abuse services for the Counties pursuant to that certain Mental Health Services Agreement dated July 1, 1988, which, as amended, expires May 31, 2000; and

WHEREAS, the Counties, through said July 1, 1988 Mental Health Services Agreement, elected to (1) combine their efforts as interlocal mental health authorities and substance abuse authorities and (2) offer the full continuum of mental health services and substance abuse services required by law, through the Center as the private contract provider, rather than on their own, all of which has resulted in the Counties being able to exercise greater overall control and maintain greater continuity in their mental health and substance abuse delivery system, achieve efficiency of scale under a single administrative structure, decrease costs, and more effectively serve mental health and substance abuse clients when clients are moved within the system to the most appropriate level of care; and

WHEREAS, the Counties as local mental health authorities and local substance abuse authorities in interlocal cooperation with each other, and the Center, by this Agreement desire to contract with each other whereby the Center, as each County's private contract provider continues to provide the mental health services and the substance abuse services for the Counties; and

WHEREAS, the Department of Human Services Division of Mental Health and Division of Substance Abuse, have approved the concepts of the Counties continuing to join as interlocal mental health substance abuse authorities, and the Counties continuing to contract with the Center to provide the mental health services and the substance abuse services for the Counties;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions set forth in this Agreement, the parties agree as follows:

1. The introductory paragraph and the Recitals set forth above are an integral part of this Agreement and are incorporated into the body of this Agreement by reference.
2. This Agreement shall be deemed in all respects as (1) an interlocal cooperation agreement between Carbon County, Emery County, and Grand County, within the meaning of §11-13-1 et.seq., Interlocal Cooperation Act, (2) a joint mental health services and joint substance abuse services agreement between Carbon County, Emery County, and Grand County, within the meaning of (§§) 17A-3-602 et.seq. (Local Mental Health Authorities Act) and of §§17A-3-701 et.seq. (Local Substance Abuse Authorities Act), and (3) a mental health services and substance abuse services agreement between the Counties and the Center, as the Counties' private contract provider, within the meaning of (§§) 17A-3-602 and 17A-3-701.
3. Carbon County, Emery County, and Grand County each hereby determine that there is only one source for the mental health services and the substance abuse services in the counties, within the meaning of §63-56-23 of the Procurement Code, and that only source is the Center.
4. The term of this Agreement shall be for a period of ten (10) years, commencing on June 1, 2000, and terminating on May 31, 2010. Upon the expiration of said term, this Agreement may be renewed upon mutual written consent of the parties for an additional ten (10) year term. This Agreement shall automatically terminate in the event of dissolution and winding up of the Center. Also, this Agreement may be terminated by any party without cause upon the giving of a one (1) year advance written notice to the other parties.
5. The services to be provided by, and the duties and responsibilities of, the Center, are:
 - a. The Center shall provide the mental health services and substance abuse services for the Counties within the meaning of and to the extent required by,

§§17A-3-602 et seq. (Local Mental Health Authorities Act) and §§17A-3-701 et seq. (Local Substance Abuse Authorities Act). It is mutually agreed and understood by the parties that the Center's ability to deliver those services is limited by the funding from all sources available to the Center for such purposes;

- b. The Center shall provide staff, facilities, equipment and materials necessary to furnish those services;
- c. The Center shall comply with: Board of Mental Health and Board of Substance Abuse administrative rules, policies and procedures; standards of the Department of Human Services Office of Licensing; standards of the Division of Occupational and Professional Licensing; the Health Care Financing Administration Medicaid Guidelines; the Center's own clinical, administrative and management policies and procedures; and all other applicable federal and state statutes, rules and regulations;
- d. The Center shall keep and maintain complete, accurate records of the mental health services and substance abuse services rendered, and of all operational activities, receipts, vouchers, invoices, etc. in conjunction therewith;
- e. The Center shall, pursuant to §17A-3-602(3)(b) and §17-A-3-701 (3)(b) comply with all directives issued by the Department of Human Services and the Department of Health regarding the use and expenditure of state and federal funds received from those departments, directly or indirectly, for the purpose of providing the mental health services or the substance abuse services;
- f. In cooperation with the Counties, the Center shall, pursuant to §17A-3-602(4) pertaining to the mental health services:
 - i. Review and evaluate mental health needs and services;
 - ii. Annually prepare and submit to the Division of Mental Health a plan for mental health funding and service delivery. The plan shall include services for adults, youth, and children, including but not limited to, the following:
 - (a) inpatient care and services;
 - (b) residential care and service;
 - (c) outpatient care and services;
 - (d) 24 hour crisis care and services;
 - (e) psychologic medication management;
 - (f) psychosocial rehabilitation including vocational training and skills development;
 - (g) case management;
 - (h) community supports including in-home services, housing, family support services, and respite services; and

- (i) consultation and education services, including but not limited to case consultation collaboration with other service agencies, public education, and public information;
 - iii. Establish and maintain, either directly or by contract, programs licensed under §§62A-2-101 et.seq., (Licensure of Programs and Facilities);
 - iv. Appoint directly or by contract a full-time or part-time director for mental health programs and prescribe his duties;
 - v. Provide input and comment on new and revised policies established by the Board of Mental Health;
 - vi. Establish administrative, clinical, personnel, financial and management policies regarding mental health services and facilities, in accordance with the policies of the Board of Mental Health, the Division of Mental Health, and state and federal law;
 - vii. Establish mechanisms for allowing direct citizen input;
 - viii. Annually contract with the Division of Mental Health to provide mental health programs and services in accordance with the provisions of §§62A-12-101 et.seq. (Mental Health); and
 - ix. Comply with the requirements and procedures of §§11-13-1 et.seq. (Interlocal Cooperation Act), §§51-2-1 et.seq. (Audits of Political Subdivision, Interlocal Organizations and other Local Entities), and §§17A-1-401 et. Seq. (Uniform Fiscal Procedures for Special Districts Act).
- g. In cooperation with the Counties, the Center shall, pursuant to §17A-3-701(4), pertaining to the substance abuse services:
- i. Review and evaluate substance abuse prevention and treatment needs and services;
 - ii. Annually prepare and submit a plan to the Division of Substance Abuse for funding and service delivery; the plan shall include but is not limited to, primary prevention, targeted prevention, early intervention, and treatment services;
 - iii. Establish and maintain, either directly or by contract, programs licensed under §62A-2-101 et.seq. (Licensure of Programs and Facilities);
 - iv. Appoint, directly or by contract a full or part-time director for substance abuse programs, and prescribe his duties;

- v. Provide input and comment on new and revised policies established by the Board of Substance Abuse;
- vi. Establish administrative, clinical, personnel, financial and management policies, regarding substance abuse services and facilities, in accordance with the Board of Substance Abuse, and state and federal law;
- vii. Establish mechanisms for allowing direct citizen input;
- viii. Annually contract with the Division of Substance Abuse to provide substance abuse programs and services in accordance with the provisions of §§62A-8-101 et.seq. (Substance Abuse); and
- ix. Comply with the requirements and procedures of §§11-13-1 et.seq. (Interlocal Cooperation Act), §§ 55-2-1 et seq. (Audits of Political Subdivisions, Interlocal Organizations, and Other Local Entities), and §§17A-1-401 et.seq. (Uniform Fiscal Procedures for Special District Act);
- h. The Center shall, pursuant to §17A-3-602(5)(a) and §17A-3-701(5)(a), allow the Division of Mental Health and the Division of Substance Abuse to examine the Center's financial records;
- i. The Center shall, pursuant to §17A-3-602(5)(b) and §17A-3-701(5)(b), allow the Carbon County Auditor, for and on behalf of the Counties, to examine and audit the Center's financial records;
- j. Pursuant to §17A-3-603.5(2) and §17A-3-703(2), the Center assures that neither the Center nor any of its employees will:
 - i. Violate any applicable federal or state criminal law;
 - ii. Knowingly violate any applicable rule or policy of the Department of Human Services or Department of Health, or any provision of contract between the County or Counties as local mental health authorities or as local substance abuse authorities, and the Department of Human Services, the Department of Health, or the Center;
 - iii. Knowingly keep any false account or make any false entry or erasure in any account of or relating to public funds;
 - iv. Fraudulently alter, falsify, conceal, destroy, or obliterate any account of or relating to public funds;
 - v. Fail to ensure competent oversight for lawful disbursement of public funds;

- vi. Appropriate public funds for an unlawful use or for a use that is not in compliance with contract provisions; or
 - vii. Knowingly or intentionally use public funds unlawfully or in violation of a governmental contract provision, or in violation of state policy.
- k. The Center expressly understands that, pursuant to §§17A-3-603.5(5) and 703(5), any public funds required to be paid by the County or Counties, as a local mental health authority or local substance abuse authority, based upon the actions or failure of the Center or any of the Center's employees, may be recovered by the County or Counties from the Center, in addition to the County's or Counties' costs and attorney's fees.
- l. Pursuant to §§17A-3-602(7)(b) and 603.5(3) and §§17A-3-701(7)(b) and 703(3), nothing in this Agreement or said statutes prohibits the Center, as an organization exempt under §501(c)(3) of the United States Internal Revenue Code, from using public funds for any business purpose or in any financial arrangement that is otherwise lawful for that organization and is consistent with the purposes of this Agreement.
- m. The Center shall act as the primary representative of the Counties in dealings with outside organizations, agencies, state and federal governments, and the Legislature, regarding the mental health services and the substance abuse services; however, the Center shall not enter into agreements with third parties for, or otherwise bind, the Counties.

6. The Center and its officers, agents, and employees are independent contractors and are not to be regarded as employees of the Counties for any purpose set forth in this Agreement; and the Counties are not liable, individually or collectively, for claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of the Center, its officers, agents or employees during the course of performance of this Agreement.

7. As consideration for the Center's services for the period beginning June 1, 2000 and thereafter during the term of this Agreement, the Counties shall pay the Center all of the revenue actually received by each County from all sources for the providing of the mental health services and the substance abuse services. Said revenue includes, but is not necessarily limited to, the following: (1) the amount allocated by each county for the mental health services and the substance abuse services to be provided under this Agreement, according to the funding formula set forth in paragraph 8 below, and (2) the amounts transferred to each County and/or to the Counties from State funds and/or federal funds made available for the mental health services and the substance abuse services.

8. Pursuant to §17A-3-602(4)(j) and §17A-3-701(4)(k), each County shall provide funding (hereinafter "matching funds") equal to at least 20% of the State funds the County receives to fund the mental health services and the substance abuse services. The Counties agree with each other that each County's share of the Counties' matching funds for the Center will be calculated by the following formula. This formula is based on each County's percentage share of the combined population (as calculated from data provided by the Governor's Office of Planning and Budget) and

the combined taxable value (as calculated from data provided by the State Tax Commission), of the Counties. The formula is then weighted 70% on population and 30% on taxable value of each County to calculate each County's share of the Center's County funding. These funds are to be used to meet the County portion of the Center's budget for the purposes of providing the mental health services and the substance abuse services, and to provide the required County match for the State funds contracted for these services. The County fund budget request shall be prepared by the Center's administration and shall be approved by the Center's Board of Trustees. The final County budget dollars for the Center shall be the sum of the amounts approved in each County following legally established County budget setting procedures. These County funds shall be paid directly to the Center, promptly upon receipt of the billing from the Center for this approved amount in each County.

9. Pursuant to and by authority of §§ 17A-3-602(2) and 17A-3-701(2), the Counties hereby designate the treasurer of Carbon County as the custodian of the moneys available for the mental health services and the substance abuse services; and the Carbon County Treasurer or other Carbon County disbursing officer shall make payments of those moneys to the Center for the mental health services and the substance abuse services, or any other disbursements provided by contract including Medicaid funds. Carbon County shall serve as the designated County for the purpose of working with the State to oversee and facilitate the billing for, and the receipt of, State funds for the mental health services and the substance abuse services where the State requires the local mental health authority or the local substance abuse authority to contract for and to receive funds in this manner. Upon receipt of the payment from the State of each billing from the County to the State for the mental health services and/or substance abuse services, Carbon County shall forward such payments forthwith to the Center so as not to cause undue delay in the Center's receipt of the State funds. All other state, federal and County funds, private fees, insurance payments, contract revenues, or other funds, shall be paid directly to the Center.

10. The Center agrees to maintain the following insurance coverages:

- a. Liability insurance on all automobiles owned by Center in the amount of not less than \$1,000,000.00 combined limits per occurrence;
- b. Premises liability insurance in the amount of not less than \$1,000,000.00 combined limits, per occurrence;
- c. Fire insurance on all buildings and structures owned by the Center, or required of the Center to have as a condition of a lease, for their replacement cost;
- d. Professional liability for all staff and agents of the center in the amount of not less than \$1,000,000.00; and
- e. Worker's Compensation insurance in form and amount sufficient to satisfy the requirements of applicable laws of the State of Utah and to be issued for the benefit of each of the persons employed by the Center.

11. Center shall indemnify and save harmless each County, its officers, officials, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of the Center, its officers, agents or employees in the performance of Center's obligations under this Agreement.

12. This Agreement is not to be assigned by the Center; however the Center may subcontract for services to be performed pursuant to this Agreement, provided, however, no subcontract will terminate the legal responsibility of the Center to the Counties to assure that all activities under this Agreement will be carried out according to the terms and conditions of this Agreement.

13. This Agreement shall not be enlarged, modified, or altered except by written instrument signed by the Counties and the Center

14. The respective Resolutions of the Carbon County Commission, the Emery County Commission and the Grand County Council, approving this Agreement are attached hereto and are by reference made a part hereof.

15. This Agreement constitutes the entire agreement between the parties; and no statements, promises, or inducements made by any party or agent of any party that are not contained in this Agreement shall be binding or valid.

16. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and preference.

DATED as of the day and year first above written.

CARBON COUNTY

By Michael A. Mervin, Chairperson
Board of County Commissioners

Attest:

Robert Pero
Robert Pero
Carbon County Clerk

EMERY COUNTY

By [Signature], Chairperson
Board of County Commissioners

Attest:

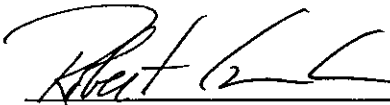
[Signature]
Emery County Clerk

GRAND COUNTY

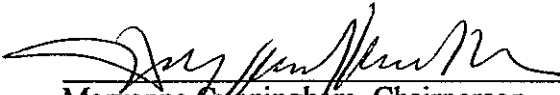
By Kimberly Schappert, Chairperson
Grand County Council

Attest:

[Signature]
Grand County Clerk



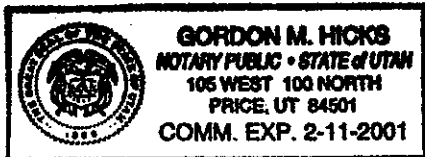
Robert I. Greenberg, Executive Director
FOUR CORNERS COMMUNITY MENTAL
HEALTH CENTER, INC.

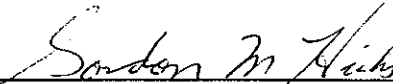


Maryanne Cunningham, Chairperson
FOUR CORNERS COMMUNITY MENTAL
HEALTH CENTER, INC. BOARD OF TRUSTEES

STATE OF UTAH)
 :SS
COUNTY OF CARBON)

On the 30th day of May, 2000 personally appeared before me Robert I. Greenberg and Maryanne Cunningham, who, being by me first duly sworn did say, that they are the Executive Director and Chairperson of the Board of Trustees, respectively of Four Corners Community Mental Health Center, Inc., and that they signed the foregoing Agreement on behalf of said Corporation by authority of its bylaws, and they acknowledged to me that said Corporation executed the same.





Notary Public

The above Agreement is hereby approved as to form and compatability with the laws of the

State of Utah.

Gene Strate
Gene Strate
Carbon County Attorney

5-18-00
Date

David Blackwell
David Blackwell
Emery County Attorney

5-16-00
Date

William Bengt
William Bengt Deputy
Grand County Attorney

5/25/00
Date

Reviewed:

UTAH STATE DIVISION OF MENTAL HEALTH

By *Jan Miller*
Name
Title Associate Director

5/31/00
Date

Reviewed:

UTAH STATE DIVISION OF SUBSTANCE ABUSE

By *Douglas M. Cox for P. Fleming*
Name
Title

6-6-2000
Date