

**TOWN OF PARACHUTE, COLORADO
RESOLUTION NO. 2022-28**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING AN AGREEMENT TO FUND WITHDRAWAL MANAGEMENT SERVICES IN GARFIELD COUNTY

WHEREAS, C.R.S. § 29-1-201, *et seq.* authorizes and encourages local governments to cooperate by contracting with one another for their mutual benefit;

WHEREAS, pursuant to Section 1-14 of the Home Rule Charter, the Town of Parachute (the “Town”) is empowered to provide services to other governmental units pursuant to an intergovernmental agreement approved by resolution or ordinance;

WHEREAS, applicable data confirm that substance use and abuse in each municipality and unincorporated area within Garfield County has increased to crisis levels;

WHEREAS, for several years the local “Recovery Continuum Task Force” has held meetings and engaged stakeholders to address substance abuse issues in Garfield County. The Task Force has identified the priority project most likely to make an immediate and positive impact to be the establishment of a social setting withdrawal management (“SSWM”) facility that, in addition to medically safe detoxification from drugs and alcohol, includes case management support for individually identified needs;

WHEREAS, traditional impediments to withdrawal management services in Garfield County include the absence of a suitable location and facility and the lack of sustained and reliable funding for such services.

WHEREAS, Mind Springs Health has recently purchased a facility within Glenwood Springs that, with modifications, can house withdrawal services and, with funding assistance, can retain the staff necessary to provide and manage withdrawal services in Garfield County.

WHEREAS, the Town of Parachute, along with Valley View Hospital, Grand River Hospital District, Garfield County, City of Glenwood Springs, City of Rifle, Town of Carbondale, Town of New Castle, and Town of Silt (collectively, the “Contributing Partners”) want withdrawal management services to be available to the citizens of the Town and wish to enter into the Agreement to Fund Withdrawal Management Services (the “Agreement”), enclosed as **Exhibit A**, for the purpose of contracting with Mind Springs for the provision of withdrawal management services;

WHEREAS, the Town Council wishes to approve the Agreement and finds and determines that doing so is in the interest of the Town.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO THAT:

Section 1. Recitals. The foregoing recitals are incorporated herein as if set forth in full and are adopted as findings.

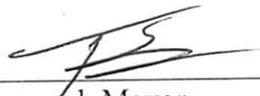
Section 2. Agreement. The Town Council hereby approves the Agreement in substantially the same form as set forth in **Exhibit A**, as determined to be satisfactory to the Town Attorney, and authorizes the Mayor and Town Manager to execute the same. All actions heretofore taken by the Town Manager, and the other officers, employees, and agents of the Town in connection with the subject matter of this Resolution are hereby ratified, approved, and confirmed in all respects. Further, the Town Council authorizes and directs the Town Manager to take such steps as are necessary to implement this Resolution and the Agreement.

INTRODUCED, PASSED, ADOPTED, AND APPROVED by a vote of 5 to 0 of the Town Council of the Town of Parachute, Colorado at a regular meeting held at Town Hall in the Town of Parachute, Colorado, on the 15th day of September, 2022 and approved by the Mayor on the 15th day of September, 2022.



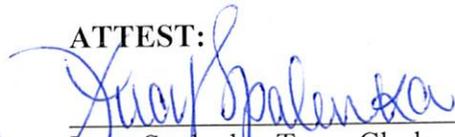
TOWN COUNCIL OF THE
TOWN OF PARACHUTE, COLORADO

By



Tom Rugaard, Mayor

ATTEST:



Lucy Spalenka, Town Clerk

**AGREEMENT TO FUND WITHDRAWAL
MANAGEMENT SERVICES IN GARFIELD COUNTY**

This Agreement to fund Withdrawal Management Services in Garfield County (“Agreement”) is made by and between:

**Valley View Hospital (“VVH”)
Grand River Hospital District (“GRHD”)
The City of Glenwood Springs
The City of Rifle
The Town of Carbondale
The Town of New Castle
The Town of Silt
The Town of Parachute
Garfield County (the “County”)**

(collectively, the “Contributing Entities”) and **Mind Springs Health (“VENDOR”)** (the “Parties”) to set forth the terms and conditions of their cooperative provision, administration, and funding of withdrawal management services in Garfield County beginning in calendar year 2023. This Agreement is effective as of November 1, 2022, regardless of the dates on which it is signed (the “Effective Date”).

RECITALS

A. WHEREAS county and municipal governments are authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments pursuant to, *inter alia*, C.R.S. §§ 29-1-201, *et seq.*, and Article XIV, Section 18 of the Colorado Constitution.

B. WHEREAS applicable data confirm that substance use and abuse in Colorado, and in each municipality and unincorporated area within Garfield County, has increased to crisis levels.

C. WHEREAS for several years the Recovery Continuum Task Force has held meetings and engaged stakeholders to address substance abuse issues in Garfield County. The Task Force has identified the priority project most likely to make an immediate and positive impact to be the establishment of a social setting withdrawal management (“SSWM”) facility that, in addition to medically safe detoxification from drugs and alcohol, includes case management support for individually identified needs.

D. WHEREAS traditional impediments to withdrawal management services in Garfield County include the absence of a suitable location and facility and the lack of sustained and reliable funding for such services.

E. WHEREAS VENDOR has recently purchased a facility within Glenwood Springs city limits that, with modifications, can house withdrawal services and, with funding assistance, can retain the staff necessary to provide and manage withdrawal services in Garfield County.

F. WHEREAS the Contributing Entities want withdrawal management services to be available to the citizens of Garfield County now and in the future and want to enter into this Agreement for the purpose of contracting with VENDOR for the provision of withdrawal management services.

G. WHEREAS each Contributing Entity is entering into this Agreement to participate in the collective provision and funding of withdrawal management services pursuant to the terms and conditions set forth below.

H. WHEREAS VENDOR desires to provide withdrawal management services for the Contributing Entities on an independent contractor basis in accordance with the terms of this Agreement and all applicable laws and regulations.

I. WHEREAS the Parties do hereby individually and collectively determine and declare that this Agreement is necessary, proper, and convenient for the continued fostering and preservation of the public peace, health, and safety.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if fully set forth.

2. Purpose of this Agreement. The purpose of this Agreement is to define the terms and conditions by which the Parties will individually and collectively support, and or fund withdrawal management services in Garfield County.

3. Initial Term, Renewals, and Extensions. The Initial Term of this Agreement shall begin on the Effective Date defined above and continue through December 31, 2023. Thereafter, the Agreement shall automatically renew for four successive one-year terms, unless sooner terminated in accordance with paragraph 6 below, and shall finally terminate on December 31, 2027.

4. Obligations of Contributing Entities.

A. 2023 Financial Obligation. In consideration for the Services defined in paragraph 5 to be provided by VENDOR during the Initial Term of this Agreement, each Contributing Entity agrees to pay to VENDOR the amount designated in **Attachment A**, which is attached and incorporated here for all purposes. Together, these amounts represent the 2023 Collective Contribution. Each governmental entity that is a Party to this Agreement acknowledges that funds sufficient to meet its portion of the Collective Contribution reflected in Attachment A has been appropriated and budgeted or otherwise made available through December 31, 2023.

B. Financial Obligations after 2023. In consideration for the Services to be provided by VENDOR during each renewal term after 2023, unless a Contributing Entity

withdraws from this Agreement or this Agreement is terminated in accordance with paragraph 6, each Contributing Entity agrees to budget for and pay, subject to paragraph its allocated share of the Collective Contribution determined annually by the Governance Committee in accordance with paragraph 4(E).

C. Payment Obligation. Each Contributing Entity is individually responsible for payment of its respective share of the Collective Contribution to VENDOR. Payment shall be made directly to VENDOR within thirty (30) days of receipt of an invoice from VENDOR in the amount determined by the Governance Committee, unless the Contributing Entities, or any of them, claim that VENDOR's performance is unsatisfactory, in which case the Parties shall promptly cooperate to resolve the dispute, or in the alternative exercise their rights of termination under paragraph 6. Payments under this Agreement shall be made to the trade or business name indicated by VENDOR in its invoice. No payment will be made to an individual or in the name of an individual under this Agreement.

D. E. Contributing Entities Oversight and Governance Commitment. Each Contributing Entity acknowledges that initiating withdrawal management services in the County is a significant undertaking that requires a sustained commitment to fully define, establish, and evaluate the success of such services. Accordingly, each Contributing Entities agrees to:

i. Appoint of a Representative. Appoint an elected official or manager level representative to serve on a Governance Committee created by this Agreement for each year.

ii. Quality Assurance. Work together to ensure that all relevant performance measures are defined, received, reviewed, and utilized for the purpose of ongoing evaluation of services.

iii. Governance Committee. The Governance Committee shall meet quarterly to conduct oversight of the withdrawal management services and to review and discuss the following, but not limited to:

a. At least one meeting per year will be the annual budget meeting to review annual utilization, proposed budget and cost allocation methodology, financial expenditures, and budget compliance.

b. Identify appropriate metrics to be provided by VENDOR to help assess the use and success of the withdrawal services, including but not limited to the number of first time and repeat clients; residency of clients; insurance and other coverage; private pay; budget revenues and expenditures; participation levels in case management follow-up; number of contacts by response team; and other metrics provided by VENDOR.

c. Identify deadlines by which metrics must be provided and program budget submitted to Governance Committee for discussion and planning

d. Create a methodology by which financial needs of the withdrawal program will be identified and costs will be allocated among the Contributing Entities, including appropriate deadlines to allow time to meet governmental budget appropriation deadlines. The projected gap between cost of services and revenues collected (“Operating Funding Gap”) will be identified in a line-item budget for the coming fiscal year.

e. The Governance Committee will communicate funding needs and suggested allocations to each Contributing Entity and secure the amount each partner will contribute for the approaching calendar year by August 1 of each year.

f. The Governance Committee will work to build a Contributing Entities Reserve Fund for use by the Contributing Entities to assure consistent and adequate contribution to the Operating Funding Gap. The Governance Committee will oversee the Contributing Entities Reserve Fund.

g. New members may join this Agreement at full participation levels by majority vote of the Governance Committee.

5. Obligations of VENDOR.

A. Program Manager. VENDOR will serve as the Program Manager and be responsible for coordinating meetings of the Governance Committee and producing metrics required for program oversight; meeting deadlines for provision of all metrics required; meeting deadlines for submitting annual proposed budget to Governance Committee and the organization of required quarterly meetings.

B. Services. VENDOR agrees to perform the following services (the “Services”) in a professional and efficient manner in accordance with all applicable laws, regulations, and standards of the profession: Withdrawal management services for persons arriving at the facility with medical screening as outlined in the MOU between VENDOR and medical authorities including but not limited to hospitals and Emergency Medical Services operating within Garfield County. The Contributing Entities shall rely upon VENDOR’s expertise, and VENDOR is free from control and direction by Contributing Entities in performance of said Services. VENDOR represents and acknowledges that VENDOR is engaged in providing these types of services for persons or entities other than the Contributing Parties, and VENDOR is not required to provide services exclusively to the Contributing Parties during the term of this Agreement.

C. Invoicing Contributing Entities. VENDOR will send annual invoices to each Contributing Entity for its respective share of the Collective Contribution as determined by the Governance Committee. VENDOR shall use the Collective Contribution funds for the provision of those Services defined above only.

D. Billing Non-Contributing Partner Opportunities. VENDOR will bill services to Medicaid, private pay, private insurance, or other referring organizations at every applicable opportunity.

E. Operation of Facility. The withdrawal management facility shall be operated under the exclusive control, direction, and supervision of VENDOR. All clinical decisions, including admissions, denials, appropriate treatment course and discharge planning will be at the professional discretion of VENDOR. VENDOR is encouraged to work with community partners in creating the most effective plan and follow-up services for SSWM clients.

F. Responsibility for Patients. VENDOR accepts responsibility for persons admitted to their facility while in their facility. As participation in SSWM is voluntary, VENDOR is not responsible for persons who leave the facility prior to discharge except to notify local authorities of any concerns for the client's or community's health or safety.

G. Licenses and Certifications. VENDOR certifies that, at the time of facility opening, will have in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the Services and/or deliver the supplies covered by this Agreement. VENDOR warrants that it will maintain all necessary licenses, certificates, approvals, insurance permits, etc. required to properly perform this Agreement. Additionally, all employees of VENDOR performing Services under this Agreement shall hold the required licenses or certifications, if any, to perform their responsibilities hereunder. Any revocation withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for VENDOR to properly perform this Agreement, shall be grounds for termination of this Agreement by the Contributing Entities for default. At the time of Agreement execution, VENDOR shall provide evidence of the following licenses: non-hospital detoxification facility license from the Office of Behavioral Health Administration. VENDOR shall notify the Contributing Entities immediately upon receipt of notice from applicable licensing or regulatory authority of any action brought by such authority affecting any license, certification or approvals required hereunder.

H. Indemnification of Contributing Entities. VENDOR agrees to defend, indemnify, and hold harmless each Contributing Entity including their employees and agents, from and against any cost and liabilities of any kind incurred because of any act or omissions by VENDOR, or its employees, agents, subcontractors, or assignees arising out of VENDOR's provision of Services hereunder and the operation of the facility.

I. Insurance Requirements. VENDOR shall obtain and maintain during the term of this Agreement, professional liability insurance in the following amounts:

i. Professional liability insurance with limits or liability in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The policies shall include a "tail" covering acts of occurrences during the term of this Agreement as to which a claim may be asserted after termination of this Agreement.

ii. Each of the Contributing Entities shall be named as additional insured on all liability policies, except for any professional liability insurance policy.

iii. The insurance shall include provisions preventing cancellation without 60 days prior to notice to the Contributing Entities.

iv. VENDOR shall provide certificates showing adequate insurance coverage to the Governing Committee as soon as facility is operational, unless otherwise provided.

J. Independent Contractor. VENDOR is an Independent Contractor, not an employee of the Contributing Entities. VENDOR is responsible for complying with all employment laws and insurance laws relating to its own employees. VENDOR is and shall remain a separate and distinct entity from the Contributing Entities; the business operations of the Contributing Entities shall in no way combine with the business operations of VENDOR.

K. Use of Funds. Any funds contributed by a Contributing Entity shall only be used for the startup and ongoing operation of the Services and shall not be used for any other purpose.

6. Termination.

A. Withdrawal by a Contributing Entity. Any Contributing Entity may withdraw from participation in the Agreement for any reason by providing written notice to each of the other Parties not later than ninety (90) days prior to the end of the current calendar year. If one Contributing Entity terminates its participation via withdrawal, each of the other Contributing Entities has until the later of ninety (90) days before the end of the then-current calendar year or ten (10) days after receipt of the notice of termination from the first Contributing Entity to terminate its own participation in the Agreement. Notwithstanding such termination of participation, any Contributing Entity electing to terminate its participation in the Agreement shall remain obligated for its share of the Collective Contribution through the end of the then-current calendar year. Termination shall be deemed to be effective at the end of the then-current calendar year.

B. Termination by VENDOR. VENDOR may terminate its provision of the Services, with or without cause, by providing written notice to the Contributing Entities not less than one hundred twenty (120) days prior to the end of the current calendar year. In the event of termination by VENDOR, the Collective Contribution shall be paid to VENDOR by the Contributing Entities or refunded by VENDOR to the Contributing Entities, as applicable and necessary, so that VENDOR is paid for its Services to the actual termination date, not more or less.

C. Termination by the Contributing Entities.

i. Without Cause. The Contributing Entities may terminate the Agreement without cause upon majority vote of the then current Contributing Entities and the provision of written notice to each of the other Parties not later than ninety (90) days prior to the end of the current calendar year. Notwithstanding such termination, the Contributing Entities shall individually and collectively remain obligated for payment of the Collective Contribution through the end of the then-current calendar year. Termination shall be deemed effective at the end of the then-current calendar year.

ii. For Cause. The Contributing Entities may terminate the Agreement for cause if VENDOR has defaulted or violated the terms of this Agreement. The Contributing Entities shall provide VENDOR written notice of default/violation and allow VENDOR thirty (30) days within which to cure the default/violation to the satisfaction of the then current majority of the Contributing Entities. Failure to timely cure the

default/violation will result in the termination of the Agreement for cause, which shall be effective ninety (90) days after the date of the written notice of default/violation.

7. Incorporation of Terms. Except as expressly provided herein, this IGA shall replace and supersede all prior agreements of any kind between all or any of the Contributing Entities and any or all other Contributing Entities hereto, to the extent and for the limited purpose as such other agreements may be related to the provision of funding collaborative and detoxification and withdrawal management facility services.

8. Third Parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the Contributing Entities and VENDOR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Contributing Entities and VENDOR that any such person or entity, other than the Contributing Entities or VENDOR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

9. Assignability. This agreement is not assignable by any Party hereto.

10. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards or Councils of the Governments and signed by authorized officers of each party.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and all other promises and agreements regarding this Agreement, whether oral or written, are merged herein.

12. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.

13. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below and by one of the following methods: (1) hand-delivery or (2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each Party, by notice sent under this paragraph, may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

Mind Springs Health:

Elizabeth Tice, Chief Operating Officer
515 28 3/4 Road, Grand Junction, CO 81501
Phone: 970-683-7159
Email: etice@mindspringshealth.org;

Valley View Hospital Association:

Brian Murphy, MD, Chief Executive Officer
PO Box 1970, Glenwood Springs, CO 81602

Phone: 970-384-6600
Email: Brian.murphy@vvh.org

Grand River Hospital District: Teresa Wagenman, Controller
501 Airport Road, Rifle, CO 81650
Phone: 970-440-4131
Email: twagenman@grhd.org

Town of Carbondale: *Lauren Gister, Town Manager*
511 Colorado Avenue, Carbondale, CO 81623
Phone: 970-510-1207
Email: lgister@carbondalecto.net

City of Glenwood Springs: *Jenn Ooton, Assistant City Manager*
101 W. 8th Street,
Glenwood Springs, CO 81601
Phone: 970-384-6404
Email: jenn.ooton@cogs.us

Town of New Castle: *David Reynolds, Town Administrator*
PO Box 90, New Castle, CO 81647
Phone: 970-984-2311
Email: dreynolds@newcastlecolorado.org

Town of Silt: *Jeff Layman, Town Administrator*
231 N. 7th Street, Silt, 81652
Phone: 970-876-2353 ext 103
Email: jlayman@silt.org

City of Rifle: *Tommy Klein, City Manager*
202, Railroad Ave, Rifle, CO 81650
Phone: 970-665-6409
Email: tklein@rifleco.org

Town of Parachute: *Travis Elliot, Town Manager*
222 Grand Valley Way, Parachute, CO 81635
Phone: 970-665-1147
Email: telliott@parachutecolorado.com

Garfield County: *John Martin, Chair of BOCC*
108 8th Street, Suite 101
Glenwood Springs, CO 81601
Phone: 970-945-1377
Email: jmartin@garfield-county.com

County Attorney
108 8th Street, Suite 219
Glenwood Springs, CO 81601
Phone: 970-945-9150
Email:

14. Government Immunity. The Parties agree and understand that all governmental entities that are parties to this Agreement are relying on and do not waive the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Parties or any of their officers, agents, or employees.

15. Current Year Obligations. The Parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the Parties. The Parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of any of the Parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of any of the Parties' bonds or any obligations payable from any class or source of each individual party's money.

16. Binding Rights and Obligations. The rights and obligations of the Parties under this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

17. Agreement Made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court, 9th Judicial District, in and for Garfield County, Colorado.

18. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

19. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

20. Counterparts. This Agreement may be executed in counterparts, each of which, upon execution of a counterpart by all Parties, shall be considered an original.

In Witness Whereof, the Parties hereto have caused this agreement to be executed as of the day and year first above written.

MIND SPRINGS HEALTH:

Elizabeth Tice, Chief Operating Officer

VALLEY VIEW HOSPITAL ASSOCIATION:

Brian Murphy, MD, Chief Executive Officer

GRAND RIVER HOSPITAL DISTRICT:

Terry Collins, Chief Financial Officer

TOWN OF CARBONDALE:

Ben Bohmfalk, Mayor

CITY OF GLENWOOD SPRINGS:

Jonathan Godes, Mayor

TOWN OF NEW CASTLE:

Art Riddile, Mayor

TOWN OF SILT:

Jeff Layman, Town Administrator

CITY OF RIFLE:

Ed Green, Mayor

TOWN OF PARACHUTE:

Travis Elliot, Town Manager

GARFIELD COUNTY:

John Martin, Chair of BOCC

Appendix A

Cash Funding for 2023. The respective Contributing Partner councils and trustees represent that they have lawfully appropriated an amount sufficient to pay Mind Springs Health the following:

1. The Town of Carbondale agrees to pay \$10,000 towards the cost for the provision of detoxification and withdrawal management services.
2. The City of Glenwood Springs agrees to pay up to \$100,000 towards the cost for the provision of detoxification and withdrawal management services.
3. The Town of New Castle agrees to pay \$10,000 towards the cost for the provision of detoxification and withdrawal management services.
4. The Town of Silt agrees to pay \$2,000 towards the cost for the provision of detoxification and withdrawal management services.
5. The City of Rifle agrees to pay \$40,000 towards the cost for the provision of detoxification and withdrawal management services.
6. The Town of Parachute agrees to pay \$2,000 towards the cost for the provision of detoxification and withdrawal management services.
7. Valley View Hospital agrees to pay \$100,000 towards the cost for the provision of detoxification and withdrawal management services.
8. Grand River Hospital District agrees to pay \$10,000 towards the cost for the provision of detoxification and withdrawal management services.
9. Garfield County agrees to pay up to \$100,000 towards the cost for the provision of detoxification and withdrawal management services.