

TOOELE COUNTY CORPORATION
CONTRACT # 20-07-12

CONTRACT #: MOU of OBIT FOR TRANSITION SERVICES

PURPOSE: CONTINUE SVCS. FROM JULY 1 - OCT. 31, 2020

DEPARTMENT: Dept of Human Services

CONTACT PERSON: Trayla Dalton

SIGNATURES NEEDED: (date when signed)

6/19/20 Approved As To Form/Scott Broadhead
Tooele County Attorney

6/18/20 Department Head Signature or designee

19 June 20 Commission Chair

June 30, 2020
Vendor/Contractor: UBH

7/16/20 Clerk's Office for Logging/Tracking

When signature process completed, please return two fully executed contracts/MOU's to Contact Person who will distribute to Vendor and keep a copy.

Approved in Commission 7/7/20

**Memorandum of Understanding
Between
Tooele County
For Its
Behavioral Health Administration (BHA)
And
Valley Behavioral Health (Valley)**

WHEREAS, Tooele County through its Behavioral Health Administration (hereinafter "BHA") is desirous of collaborating and coordinating the provision of mental health and substance use disorder services to eligible clients who qualify for said services; and

WHEREAS, Tooele County through its current provider of said services, Valley Behavioral Health formerly Valley Behavioral Health, Inc. (hereinafter "Valley") is desirous of Valley remaining the Managed Care Organization (MCO hereafter) provider of these services in Tooele County during a transition period of July 1, 2020 through October 30, 2020 and then ongoing in a capacity to be determined in association with the Managed Care Organization as selected by Tooele County; and

WHEREAS, Valley has the capacity, interest, knowledge, and fiscal ability to provide mental health and substance use disorder services in Tooele County;

NOW THEREFORE, BHA and Valley (the Parties hereafter), now hereby agree as follows:

1. BHA will provide support and collaboration with the current Valley administration to foster an effective and timely transition to a new fiscal year starting on July 1, 2020 and the advent of a new MCO starting on November 1, 2020.
2. BHA will authorize and support the continuation of Valley services with the attendant costs and funding for the transition period and will allow State SAMH funds directed to Tooele County to be used for this purpose and upon service code billings as has been done historically.
3. BHA will authorize and support the continuation of Medicaid funds for services to eligible clients and will pay the match on said Medicaid funds and provide the four-month, pro-rated share of Medicaid billings to Valley.
4. BHA will provide support and collaboration in moving Food Bank Services from Valley to another provider effective July 1, 2020 and will address provisions of transfer funding, goods and services for that purpose. Where transfer of fixed assets cannot be made by "quit claim" or special/general warranty deed then Tooele County or its provider of services agrees to pay Valley one dollar (\$1.00) as a yearly lease payment in good faith for the use of Valley assets, with Tooele County or its provider of services to be legally and financially responsible for the care, maintenance, repair, and management of such assets.
5. BHA will provide support and collaboration in moving DV Shelter Services (Pathways Project) from Valley to another provider effective July 1, 2020 and will address provisions of the transfer of funding, goods and services, real estate and fixed assets for that purpose. Where transfer of fixed

assets cannot be made by “quit claim” or special/warranty deed then Tooele County or its provider of services agrees to pay Valley one dollar (\$1.00) yearly in good faith for the use of Valley assets, with Tooele County or its provider of services to be legally and financially responsible for the care, maintenance, repair, and management of such assets.

6. BHA, serving as Tooele County’s LMHSAA (local authority), will represent Tooele County in statewide and local planning and authority meetings pertaining to mental health and substance use disorders including, but not limited to, Utah Association of Counties (UAC) and Utah Behavioral Health Committee (UBHC) meetings, as well as various and sundry statewide committee meetings as called upon. This representation shall not exclude Valley or other providers from engaging in their usual and customary affiliate role.
7. BHA and Valley will each honor and subscribe to the Local Authorities Annual Plan generously generated and managed to date by Valley and necessary for funding from the State Division of MHSA.
8. Valley will, in good faith, continue to provide physical locations and services for the provision of mental health and substance use disorder services to eligible clients in Tooele County.
9. Valley will, in good faith, continue to work diligently with Tooele County in a successful transition of MCO services to the new MCO selected by Tooele County, domestic violence services to Switchpoint, and food bank/relief services to Switchpoint.
10. Valley, in so far as possible, will request that the granting authority transfer responsibility for the U.S. Department of Justice, Office of Violence Against Women Grant #2018-WH-AX-0033, original amount of \$465,243 prorated for the period remaining for funding; i.e., July 2020—Sept. 2021, which is fifteen (15) months of funding or \$193,851.25.
11. Valley will, in so far as possible, request that the granting authority transfer responsibility for the Tooele County SSBG fund to Switchpoint in the amount of \$15,157.00 prorated for the last six (6) months of 2020 which amounts to \$7,578.00.
12. Valley and BHA will work in good faith and collaboratively to bring to complete the transition contemplated by this MOU and effectively make a transition by November 1, 2020.
13. BHA and any successor providers hereunder, such as Switchpoint, agree to be legally and fiscally responsible for any grant or program funds or property entrusted to them hereunder, to include the grant funding transferred to them under the VAWA Grant or SSBG Grant referenced above.

TERMS OF SERVICE:

1. This MOU will be for a period of four (4) months, commencing July 1, 2020 and concluding October 31, 2020 as it pertains to the provision of Medicaid related and mental health and substance use disorder services which are billable and have financial consequences. All other sections will continue on in good faith until resolution of the issues. The MOU will be reviewed in November, 2020 for the purpose of determining a continuation of a joint working agreement, funding issues, programmatic issues, or any reporting considerations to the respective governing authorities of both entities.

HOLD HARMLESS:

2. Each Party participating in this MOU agrees to defend, indemnify, and hold harmless, its officers, employees, and agents from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or omissions of the indemnifying agency or institutions, and/or its officers, employees or agents.
3. BHA will ensure that any successor provider or operator that follows Valley carries adequate insurance coverage for such services or facilities.
4. The parties acknowledge that, by remaining as MCO for the four-month period set forth herein, Valley is assuming the risk of major inpatient claims occurring or arising in the four-month period of time Valley remains as MCO under this MOU. As a short-time MCO, should there be a major inpatient claim, Valley will not have time to recoup the cost of the claim through its fees as MCO. Therefore, the parties agree that although Valley will be responsible as MCO for all inpatient claims, any major inpatient claims that arise during the 4-month period in excess of \$35,000 per patient in any month will need to either be covered or reimbursed by Tooele County.
5. The indemnity, hold harmless, and insurance coverage provision shall survive termination of the MOU or any related agreement and is in addition to any other rights or remedies that the Parties may have under law and/or otherwise.

AUTHORITY TO ENTER MOU

6. The terms and provisions of this MOU may be amended and modified only by mutual written agreement or amendment of the Parties and signed by each Party's authorized signatory.
7. Each Party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the arrangements contemplated by it and that it has taken all actions necessary to authorize the execution, delivery, and performance of this MOU.

TERMINATION:

- 8. The Parties shall have the right to terminate this agreement without penalty by giving thirty (30) days written notice to all parties as the result of any of the following: Valley, BHA or the Tooele County Commission fail to appropriate funds or support operations sufficient to allow continued participation in the agreement; the funds are de-appropriated or not allocated; there is a material alteration in the programs administered by any of the parties; or the duties of the parties charged herein are substantially modified.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be duly executed by their authorized representative as of the day and year written below.

Tooele County Commission

By: [Signature] Date: 19 June 2020

Title: Tooele County Commissioner, Chair

Tooele County Behavioral Health Administration

By: [Signature] Date: 6/18/20

Title: BH Administrator

Approved As To Form:

By: [Signature] Date: 6/19/2020

Title: TOOELE COUNTY ATTORNEY

Valley Mental Health, Inc. d/b/a Valley Behavioral Health

By: [Signature] Date: June 30, 2020

Title: President and CEO