

AGREEMENT FOR SERVICES

Project Number or Name:

THIS AGREEMENT is entered into as of the _____ day of January, 2020 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the “County”) and AllHealth Network (hereinafter referred to as the “Contractor”).

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County’s policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. **Termination of Agreement.** The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. **Changes.** The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. **Assignability or Subcontracting.** Any assignment, transfer, or subcontracting of the Contractor’s rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the County.

D. **Audit.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor’s performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers, and records which are

pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Code of Ethics.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

- 1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or
- 2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, at its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification (“e-verify”) program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment (“Department”).

4) The Contractor shall not use the e-verify or Department programs to undertake pre-employment screening of job applicants while this Agreement is being performed.

5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Contractor violates any of the provisions of this section 4.Q, the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) **Workers' Compensation Insurance:** The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 each employee for disease
 - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

2) **Commercial General Liability:** The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

3) Automobile Liability: The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

6. Insurance Certificates.

A. The Contractor shall, at the time of executing the Agreement, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. Indemnification. The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. Independent Contractor. The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 4 of Exhibit A.

10. Extent of Agreement. This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the County and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 5/21/2018)

CONTRACTOR: AllHealth Network

By: Bill Henricks, MBA, Ph.D
(Signature)

Title: Bill Henricks, MBA, PhD, Chief Executive Officer
AllHealth Network

Signed this 10th day of January, 2020

State of Colorado)
County of Arapahoe)

Subscribed and sworn to before me this 10th day of January, 2020

By William Henricks

My commission expires June 13, 2022

Lori Marie Sussali
Notary Public



S E A L

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

**EXHIBIT A to Agreement between the County and AllHealth Network for
Arapahoe County Sheriff's Office Behavioral Health Response (Co-Responder) Program**
Project Number or Name: RFP 19-52.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

A. Purpose and Description of BHRP/Co-Responder Program. The County on behalf of the Arapahoe County Sheriff's Office ("ACSO") is establishing a new behavioral health response program (hereinafter "BHRP" or "Co-Responder Program"), which seeks to provide earlier intervention for those in behavioral health crisis, by endeavoring to have mental health professionals work collaboratively with deputies and respond to calls for service where there is the need for behavioral health intervention. As more fully set forth in this Agreement, the Contractor will provide the licensed clinicians and mental health professionals who will be a part of the BHRP and who will work alongside deputies. Because of the unique geographic and demographic characteristics of the ACSO's service area, using a traditional Co-Responder program design (which partners one deputy with one mental health clinician riding together and responding to behavioral health related calls) would be an inefficient method for delivering services to the community. Therefore, the ACSO is establishing a modified version of this program where the Contractor's mental health clinicians will be able to respond separately as needed across the service area to identified calls for service as appropriate. Under this model, ACSO dispatchers will be trained to identify calls where behavioral health is a primary element of the incident and will notify the on-duty clinician to respond to the location and rendezvous there with the responding patrol deputy in order to provide a coordinated response to behavioral health calls, which will serve the following goals of increasing services to the community:

1. Provide earlier and more appropriate access to behavioral health services for the community;
2. Improve law enforcement responses to people experiencing a behavioral health crisis and improve ACSO's use of resources;
3. Reinforce, foster, and create effective, collaborative partnerships between the ACSO, other first responders and mental health practitioners;
4. Direct citizens to appropriate alternatives and resources to reduce hospitalizations and/or jail time, where appropriate;
5. Improve system response and create effective crisis intervention and solutions in order to reduce the need for repeated interventions;
6. Provide training and education to deputies and other ACSO staff to improve understanding of behavioral health and mental health issues;
7. Provide descriptive data and statistics that can be used to better inform the BHRP and how the ACSO responds to the behavioral health needs of the community.
8. Maintain compliance with HIPPA and 42 CFR Part 2 as required by federal statutes and regulations.

B. Contractor's Obligations.

1. **Staffing.** Contractor shall supply four (4) designated licensed clinicians to serve as co-responders with the ACSO; one (1) case manager; and one (1) mental health team lead. This staff may be referred to as the Co-Responder Team.

- a. **Full Time Assignment.** All staff assigned under this Agreement will be assigned full-time and will work out of the ACSO office and/or substations. Contractor recognizes the importance of consistency in staffing as it relates to the services being provided under this Agreement and will make all reasonable efforts to ensure staffing for these positions remains consistent and that there is no disruption in the services provided under this Agreement.
- i. Clinicians will be required to maintain flexible working hours to meet their job functions, and it is understood that this may require clinicians to work late or come in early on occasion. Contractor agrees to work with the ACSO Program Manager to create a co-responder schedule that ensures consistent coverage seven (7) days a week, across a variety of shifts. In general, co-responders will be scheduled to work hours that closely resemble the Patrol Services team schedule to which they are assigned. Although

the parties may mutually agree to scheduling changes, an initial co-responder schedule is attached as Exhibit B.

- b. Qualifications. Contractor agrees to consult with the ACSO Program Manager in the selection process for all staff assigned under this Agreement. The following additional qualifications and responsibilities are required for the specific positions being staffed under this Agreement:
 - i. Clinician/Co-Responder. Co-responders shall be licensed and in good standing in the state of Colorado as an LPC, LCSW, LMFT or LP. At least annually Contractor will review staff licensure and will confirm in writing to the ACSO Program Manager that each staff member assigned under this Agreement is still licensed and in good standing. Additionally, all clinicians assigned as co-responders are required to have experience working in crisis situations and experience working in or with the criminal justice system. Experience in a Crisis Intervention Training (“CIT”) model of care is preferred and co-responders must have core skills including de-escalation, crisis assessment, and evaluation, safety planning for suicide prevention and knowledge of placement to correct levels of care. The co-responder/clinician must be CIT trained within six (6) months of his/her hire date. The co-responders must also be competent in conflict management, decision making, safety awareness, adaptability and stress tolerance. In addition to the duties and responsibilities associated with being a mental health clinician, co-responders in this position are also responsible for the following:
 - 1. Must work effective as part of an interdisciplinary team, including law enforcement officer, in order to efficiently meet the needs of clients;
 - 2. Coordinate services with the ACSO Program Manager and AllHealth Co-Responder Team;
 - 3. Interface with the ACSO to provide education about the Co-Responder Program, about mental illness and various services that are available in the community;
 - 4. Verify with ACSO deputies and staff that their referrals to the Co-Responder Team are resulting in services to consumers in the community;
 - 5. Provide therapeutic interventions and documentation to meet regulatory standards and/or contractual requirements;
 - 6. Administer standardized screening tools to identify clients with behavior health and/or substance abuse problems;
 - 7. Assist clients with symptoms/issue reduction (e.g. insomnia, depression, post-trauma symptoms, stress management, emotional dysregulation, etc.)
 - 8. Use evidence-based models for treatment, including but not limited to CBT, solution-focused therapy, behavioral activation, harm reduction, motivational interviewing and health psychology.
 - ii. Case Manager. The case manager will primarily be an office-based position, but the case manager will also respond, as needed, to follow up in the community. The case manager will preferably hold an independent license (LPC, LCSW, LMFT, or LP) in the state of Colorado so that the case manager may respond to calls when a co-responder is not available. The primary duties of the case manager will involve calling/outreaching to individuals without prior contact to assess for needs, coordinate care, provide resources and engage them in treatment services. Therefore, the case manager is required to have knowledge of and familiarity with case management concepts, principles and strategies. In addition, the case manager must possess a high level of understanding of community resources, treatment options, funding options and special programs and must have experience working in crisis situations and working in or with the criminal justice system. Experience in a Crisis Intervention Training (“CIT”) model of care is preferred and the case manager must have core skills including de-escalation, safety planning for suicide prevention and knowledge of area services to meet the case management needs of referred individuals. The case manager must be CIT trained within six (6) months of his/her hire date. The case manager must also be competent in conflict management, decision making, safety awareness, communication skills and follow-up and the case manager’s responsibilities will include the following:
 - 1. Must work effective as part of an interdisciplinary team, including law enforcement partners, in order to efficiently meet the needs of clients;

2. Coordinate services with co-responders and other interdisciplinary team members;
 3. Interface with the ACSO to provide education about the Co-Responder Program, about mental illness and various services that are available in the community;
 4. Verify with ACSO deputies and staff that their referrals to the Co-Responder Team are resulting in services to consumers in the community;
 5. Work closely and collaborate across systems of care to ensure effective and efficient delivery of care coordination and case management services, including telephonic and face-to-face contact, travel as required to provider offices, community-based organizations and/or home visits;
 6. Motivate clients to participate in the program by establishing a therapeutic relationship;
 7. Assist clients in identifying health care goals and coordinating services and providers to meet these goals and utilize critical thinking to assist clients in overcoming barriers to goal achievement;
 8. Act as a client advocate and a liaison between internal and external providers, and community resources to integrate and coordinate services;
 9. Provide clinical and coaching services that are consistent with the client's readiness to change and client engagement, including but not limited to interventions such as motivational interviewing to facilitate health behavior change, cognitive behavioral strategies, skills-based training and self-management support.
 10. Make referrals to community based organizations and resources that are consistent with the identified needs in the plan or care and/or by the client
 11. Provide documentation to meet regulatory standards and/or contractual requirements.
- iii. **Mental Health Lead.** The mental health lead is responsible for the oversight of the activities performed by all staff on the Co-Responder Team. The mental health lead will help ensure that services provided under this Agreement are meeting the ACSO's needs and program expectations. The mental health lead must meet the minimum requirements for a co-responder (see Section B.1(b)(i)). In addition, the mental health lead must be CIT trained within six (6) months of his/her hire date, must have experience in crisis situations with individual suffering from mental illness and/or substance abuse issues who are engaged with law enforcement. The mental health lead must be competent in developing others, follow up, influence, managing work, planning and organizing, quality orientation and teamwork and is responsible for the following:
1. Ensuring that all referrals submitted are responded to within forty-eight (48) hours of receipt of a referral;
 2. Collaborating with the ACSO Program Manager and ACSO law enforcement to ensure all entities are satisfied with the work being provided under this Agreement;
 3. Ensuring data is submitted timely for reporting requirements;
 4. Ensuring data is submitted to community partners and law enforcement entities monthly;
 5. Providing clinical supervision for all positions provided under this Agreement;
 6. Managing schedules to prevent service gaps and providing backup co-responder services as needed.

2. Activation and Response.

- a. **Response from ACSO.** The Co-Responder Team will generally be dispatched from ACSO Headquarters and/or ACSO substations. ACSO dispatchers will be trained in consultation with, and by, the Co-Responder Team to identify calls for service where behavioral health appears to be a primary element of the incident. After a dispatcher identifies a call as involving a behavioral health element, dispatch will notify the on-duty co-responder(s) to respond to a specific location and rendezvous there with the responding ACSO patrol deputy(ies). Behavioral health co-response times are no more than one hour, with the goal being within forty (40) minutes eighty percent (80%) of the time.
- b. Co-responders will respond and standby on scene until an ACSO deputy determines it is safe for the co-responder to make contact with involved person(s). Co-Responders will work with on-scene deputies to de-escalate, stabilize, assess the situation, perform a mental health assessment, and determine the proper

disposition (location for crisis stabilization or treatment), as needed. Co-Responders will assess any obvious acute medical needs in conjunction with on-scene deputies and will request paramedics if any are found. The clinician will also assess the individual's behavioral health conditions and triage for the presence of crisis or other needs.

- i. If a deputy determines that a custodial arrest is not required under the circumstances, the deputy, co-responder and individual will discuss voluntary treatment options. For lower acuity cases, the individual can be scheduled for follow-up by a member of the Co-Responder Team and a referral to an appropriate provider. If clinically appropriate, and the individual refuses voluntary treatment, the clinician will assist in placing the individual on an M1 hold and working with deputies to determine appropriate transportation. When appropriate and safe to do so as determined by the co-responder, co-responders will work with deputies so that deputies can return to patrol duties when the co-responder is capable of doing the assessment, treatment, transport or M1 procedures without deputy assistance.
 - ii. For those individuals who are taken into custody pursuant to statute, ACSO policy or deputy discretion, the co-responder will include documentation in their jail booking records to alert jail medical staff to provide in-jail clinical attention to the individual.
- c. A co-responder or case manager will follow up the next day to connect the individual with needed behavioral health services and community resources, and to provide continued case management for a designated period.
- i. For individuals who are booking into the jail, the Co-Responder Team will work with the Jail Based Behavioral Health Services (JBBS) program and additional re-entry staff to address continuity of care and will follow up with special re-entry referral process, which involves attempting to link the individual with out-of-custody services and other public benefits to which they may be eligible through the County Department of Human Services.

3. Reporting, Documentation and Meetings.

- a. **Witness Statements Concerning Criminal Cases.** It is understood based on the fact co-responders will be responding to active calls for service that they may become witnesses to events that ultimately result in the filing of criminal charges. Therefore, upon request, co-responders will provide witness statements to the ACSO relating to what they have seen, heard, or done at the scene to the extent consistent with the law. Additionally, it is understood that co-responders may be identified as a witnesses in ACSO reports, which may result in co-responders being subpoenaed to testify by either the prosecution or defense in a criminal case.
- b. **Information Sharing and Documentation of Response and Services.**
 - i. **Information Sharing.** Contractor understands the services provided to individuals under this Agreement are being provided on behalf of the ACSO and that information sharing between the Contractor's staff and the ACSO regarding those services is critical to the success and evaluation of the BHRB. Contractor further understands and agrees that a business associate relationship (as described in 45 CFR §106.103 and 42 CFR part 2) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the Contractor and the ACSO to the extent that Contractor performs or delegates to subcontractors to perform, functions or activities on behalf of the ACSO. Therefore, upon execution of a Business Associate Agreement by the ACSO, Contractor agrees that co-responders and members of the Co-Responder Team will share requested information and documentation for the purpose of treatment, payment and operations as allowed by HIPAA concerning any services provided on behalf of the ACSO under this Agreement. The parties mutually agree to restrict access to confidential information shared by either party with other party.

ii. Reporting Requirements.

1. Co-responders will collect, in a format to be specified by the ACSO, information during the course of any on-scene response and/or ongoing crisis event and submit it to the ACSO Program Manager at the end of every shift. The information collected during an on-scene/crisis event will include the following types of information:

Information when referral given & response:

- Date of referral
- Time of referral
- Day of the week
- Shift
- Primary/secondary referral
- Case or call number
- Location of incident
- Incident type
- Emergency or non-emergent
- Who was the reporting party
- Co-responder staff involved

Information taken on scene:

- Age of individual
- Gender
- Race/ethnicity
- Education
- Veteran status
- Existing/know mental health diagnosis
- Developmental disability
- Insurance
- Homeless
- Residence if not Arapahoe County
- Use of restraints

Additional factors relating to call:

- Alcohol involved, history of use
- Drugs involved, history of use
- Weapons involved
- Involved mental health drug use/overdose
- Involved mental illness
- Involved suicidal threats
- Involved threats to others
- Involved violence, domestic

Injuries

- Injuries:
- To the individual
- To deputy
- To others
- None/unknown

Diversion/Disposition:

- Disposition from scene
- Disposition facility name
- Placed on hold
- Referrals to behavioral health services and resources offers/provided
- Jail booking information

Other relevant information:

- SRO involved
- Repeat client for CIT/BHRP
- LE time on
- LE time off
- LE total time
- Number of LE relieved
- Co-responder time on
- Co-responder time off
- Co-responder total time
- Average miles driven to calls
- Total miles driven to all incidents
- Average time to arrive on call
- Number of times co-responder was requested and unable to respond

2. Call Response Data. At any time, ACSO may request, and Contractor will provide to the ACSO with a documentation of the specific calls (identified by ACSO incident and/or case number) for which any member of Contractor's staff was involved in providing services under this Agreement.
3. Aggregate Non-Identifiable Data Reports. At least once a month Contractor will provide the ACSO with a report or other documentation in a format to be agreed upon by the ACSO containing aggregate, non-identifiable information regarding services provided under this Agreement.

- iii. **Records Maintenance.** Contractor shall maintain all documents, records, communications, notes and other materials relating to the services provided under this Agreement (the "Contractor Records") for a period of three (3) years after this contract expires or is terminated (inclusive of any renewals or extensions mutually agreed to by the Parties). Contractor shall permit the County/ACSO to audit, inspect, examine, excerpt, copy and transcribe Contractor's Records during said retention period for the purpose of treatment, payment and operations as allowed by HIPAA. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business or at other mutually agreed upon times or locations, upon no fewer than two (2) business days' notice.
- c. **Periodic Meetings.** Contractor's staff will be required to participate in any periodic meetings or trainings requested or scheduled by the ACSO Program Manager. It is anticipated that, at a minimum, the ACSO Program Manager will schedule monthly meetings to review BHRB program activities, goals and objectives.
- d. **Weapons and Authority.** Contractor's staff will not be permitted or authorized to carry firearms while performing the services under this Agreement. Contractor's staff may be authorized to carry OC and/or SD1 less lethal weapons for self-defense purposes only, and only after being trained and certified in their use and only if mutually agreed upon by the Contractor and the ACSO. This Agreement shall not be construed as giving Contractor's staff law enforcement authority.

C. ACSO's Responsibilities.

1. **ACSO Program Manager.** The ACSO Program Manager will be responsible for the day-to-day oversight of the Co-Responder Program in assessing whether program and contract requirements are being satisfied. The ACSO Program Manager will be the primary point of contact under this Agreement and will be responsible for working with the mental health lead to ensure the program is successful and in addressing any concerns.
2. **Offices and Equipment.** The ACSO will provide office space at the ACSO Headquarters for all of the staff contracted for under this Agreement. Staff assigned to the BHRP will also be provided access to county computers, printers, basic office supplies, office phones, radios and building identification/access. Contractor will also provide, at its own cost, additional computers and cell phones for contracted staff.
3. **Uniforms and Personal Safety Equipment.** Contractor's staff will wear any uniform or identifying attire that the ACSO requests and provides. If the ACSO does not request or provide a specific uniform or identifying attire, then Contractor's staff may wear business casual attire. The ACSO will make available personal protective equipment that may be utilized by Contractor's staff when responding to calls for services, however, the decision regarding whether to use such protective equipment shall be subject to Contractor's policies and/or the individual staff member's choice.
4. **Vehicles.** The ACSO will make two (2) county vehicles (and fuel cards) available to co-responders to use when responding to calls for service only, provided that Contractor's staff will not be authorized to drive a county vehicle unless or until the following are completed to the County's satisfaction:
 - a. Contractor's staff member must pass a required background check;
 - b. Contractor's staff member must have a valid Colorado driver's license and submit to a driving history screening and Contractor shall review and confirm annually that every staff member authorized to operate a county vehicle still has a valid driver's license;
 - c. Contractor's staff will have to go through County required training for vehicle operation;
 - d. Contractor's staff will not be permitted to use the emergency equipment in the vehicle;
 - e. Contractor will be responsible for obtaining insurance that covers any staff that drive a county vehicle, and will obtain liability/physical damage to cover the specific vehicles provided and for use under this Agreement.

5. **Training.** The ASCO Program Manager shall ensure that Contractor's staff is provided training on any ACSO equipment (such as radios) and/or policies and procedures that will be applicable to the BHRP and Co-Responder Program.

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (place an "X" in one):

As of the date of this Agreement.

As specified in a Notice to Proceed to be provided by the County.

As of the following date: _____.

The services of the Contractor shall be completed, or shall end, by _____.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (place an "X" in one):

Lump sum due upon completion: _____.

Hourly rate of _____ (to be billed monthly).

Other: Invoiced monthly based on the actual expense incurred by the Contractor to staff the Co-Responder Team not to exceed the rates set forth in Exhibit D.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed four hundred ninety-three thousand eight hundred and forty five dollars (\$493,845.00).

4. **Addresses for Notices.** The addresses for Notices are as follows:

To the County: Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and (send to both)

Arapahoe County Sheriff
13101 Broncos Parkway
Centennial, Colorado 80112

To the Contractor: AllHealth Network
116 Inverness Drive East
Englewood, CO 80112

5. **Special Conditions.** (place an "X" in one).

No special conditions

Special Conditions are as follows:

- A. **BACKGROUND CHECK:** Contractor and all subcontractors entering ACSO facilities shall submit a list of all employees, within fourteen (14) days prior to appearance on the work site including full name, date of birth, social security number, and driver's license number for background check. Any record indicating felony violations, questionable character or possible security risk shall be just cause for denial of access for that person to ACSO facilities. Final approval of the employees list shall be in the sole discretion of the County and shall not be cause for additional payment.

- B. **SUB-CONTRACTING:** No portion of the Solicitation may be subcontracted without the prior written approval of Arapahoe County.

- C. **ADDITIONAL:** All contracted staff providing services under this contract will be required to read and understand all special conditions, rules and regulations of the Sheriff's Office facilities as stated in original Request for Proposal (Exhibit C). Contractor will be provided computer access to review and acknowledge ACSO policies, procedures and standards. Policies are designed as a guideline for members and auxiliary conduct. These guidelines are not intended to be, nor do they form the basis of an employment contract.

**Exhibit B to Agreement between the County and AllHealth Network for
 Arapahoe County Sheriff's Office Behavioral Health Response (Co-Responder) Program**
 Project Number or Name: RFP 19-52

2020 Co-Responder Schedule:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
10:00-20:00	OFF	Position 1	Position 1	Position 1	Position 1	OFF	OFF
14:00-00:00	OFF	Position 2	Position 2	Position 2	Position 2	OFF	OFF
10:00-20:00	Position 3	OFF	OFF	OFF	Position 3	Position 3	Position 3
15:00-01:00	Position 4	OFF	OFF	OFF	Position 4	Position 4	Position 4
08:00-18:00	OFF	Lead	Lead	Lead	Lead	OFF	OFF
08:00-18:00	OFF	OFF	CM	CM	CM	CM	OFF

**Exhibit C to Agreement between the County and AllHealth Network for
Arapahoe County Sheriff's Office Behavioral Health Response (Co-Responder) Program**
Project Number or Name: RFP 19-52

BACKGROUND CHECK:

Contractor and all Subcontractors entering Sheriff's Office facilities shall submit a list of all employees, within fourteen (14) days prior to appearance on the work site including full name, date of birth, social security number, and driver's license number for background check. Any record indicating felony violations, questionable character or possible security risk shall be just cause for denial of access for that person to the Sheriff's Office facility. Final approval of employees' list shall be at the sole discretion of the Owner and Owner's Representative and shall not be cause for additional payment.

PARKING:

All parking lots at Sheriff's Office facilities are subject to regulation. Members and auxiliaries shall obey all signs and notices posted in parking lots and all directives about parking restrictions.

All parking lots are County Property. As such, the Owner reserves the right to search any parked vehicle or any vehicle entering or leaving the facilities. This is a warrant-less search; the Owner does not need a warrant to search a vehicle.

WORK WITHIN THE SECURITY PERIMETER AREA – REPORTING:

The Contractor and all Subcontractors and material deliverymen shall restrict their activities to within the areas of service and from the designated parking area directly to their areas of work. The contractor staff shall use designated exits and entries into Sheriff's Office facilities and shall be required to wear such identification badges as the Sheriff's Office deems necessary while on the premises. The Sheriff's Office will provide the identification badges.

SECURITY RULES AND REGULATIONS:

The following Rules and Procedures will apply to all Contractors, sub-contractors and their employees working at the Sheriff's Office.

On behalf of the Arapahoe County Sheriff's Office, the staff extends cooperation to all Contractors, sub-contractors and employees involved in projects with the County.

Key Arapahoe County Sheriff's Office staff have been briefed on the goals and objectives of this project and, should questions/problems arising concerning rules and procedures, the Contractor or sub-contractor shall contact the Sheriff's Office staff members as designated within the signed contract.

All Detention Facility rules have been enacted for the purpose of protecting the public, teaching positive disciplines to the inmates, controlling the inmate population, and for security of staff, inmates and visitors. All the rules and regulations are not listed in this section. It is the responsibility of the Contractors to familiarize themselves with the rules and regulations.

There are two most important rules to remember:

- (1) When in doubt, ask a Deputy, and
- (2) The Deputy on duty will enforce the rules according to policy.

PERSONAL SEARCH:

All Contractor personnel entering the Detention Facility Security Perimeter Area may be required to submit to a personal search, which may be conducted electronically, or "hands on" by the deputy on duty. If there is reason to suspect that a person is attempting to bring contraband into the facility, that person will be denied access to the facility.

All Contractor/Employee vehicles, tools, and equipment brought onto County property are subject to search at any time for illegal items and other listed contraband.

All items not allowed in the Detention Facility shall be locked in a locker (purses, cell phones, big coats, weapons, tobacco products, etc.)

GENERAL FACILITY REGULATIONS:

Offices and cubicles are to be decorated in a conservative and professional manner. Offices and cubicles should appear clean, orderly and professional at all times.

Prior to use of fitness center, members must go through orientation and sign a waiver. All posted fitness center rules must be followed.

INTOXICANTS:

Possession of and/or consumption of alcoholic beverages is prohibited prior to entering County property. While on County property, no intoxicants will be allowed in any employee's possession, including his vehicle.

POSSESSION AND/OR USE OF DRUGS AND MEDICATION:

Illicit drugs are prohibited. Legal medications, when prescribed by a doctor, must be controlled. Prescribed medications taken into the Detention Facility are limited to only the dosage for that day and medication must be in the original prescription container. Any excess medication may be confiscated.

WEAPONS:

No weapons or items that can be readily converted to dangerous weapons or any parts thereof are permitted on County property. Weapons are prohibited under the authority of a concealed handgun permit.

CONTROL OF EQUIPMENT AND VEHICLES:

Equipment shall be inventoried and accounted for at all times. When a piece of equipment is not in use, it shall be properly secured and stored. Contractor/Employee vehicles shall have windows rolled up and doors locked when parked on County property.

The operation of motor vehicles shall be conducted in strict accordance with existing statues and agency policy. Members shall exercise due regard for the safety of all persons, and in a manner in which to prevent damage to the vehicle. No assignment shall be of such importance, and no task shall be expedited with such emphasis, that a reckless disregard of the safety on any innocent persons and the principles of safety become secondary. Vehicle operators will be held strictly accountable for the consequences of their reckless disregard for the safety of others.

GUESTS:

No guests are authorized on County property unless properly cleared by the Contractor and Sheriff's Office.

SCENE SAFETY/ ADHERANCE TO ORDERS:

It is expected that all Contractor employees will comply with Sheriff's Office policy and procedure. To ensure Contractor employee safety the Contractor employee must follow the orders of the supervisors and deputies on duty. Contractor employees will receive guidance from deputies and will only enter active scenes once the incident has been stabilized.

GIFTS FROM AND TO INMATES:

Giving gifts to or receiving gifts from inmates is prohibited.

UNAUTHORIZED DEALINGS WITH INMATES:

No activity will be conducted for any inmate that would be in violation of facility rules. Examples include: Purchasing an item to bring in to an inmate; taking items such as letters, etc. out of the facility to be delivered or mailed; and making phone calls for an inmate to people on the streets. Inmates have access to all mail facilities and phones during specified periods. There is absolutely no reason to take anything in or out of the facility on behalf of an inmate. This type of activity is covered in state statute and Facility Rules of Contraband.

PROPER IDENTIFICATION:

All Contractor personnel working at Sheriff’s Office facilities will be subjected to and must pass a security clearance background check. Clearance process will take up to seven (7) workdays. Contractor is required to submit a list of their selected “on site” employees a minimum of fourteen (14) days prior to beginning work. Selected individuals may be issued an identification card. Control of this ID is the responsibility of the individual. Identification cards shall be surrendered at the completion of the work, at time of termination or as otherwise required by the contractor. All Contractor personnel shall wear visible Sheriff’s Office ID while in the secured portions of the Sheriff’s Office facilities.

SCHEDULING:

The hours for work within the Sheriff’s Office facilities will be subject to the approval of the Sheriff’s Administration.

DECLARATION OF CONTRABAND:

Pursuant to the Authority under the provision of the Colorado Revised Statutes § 18-8-204 as amended, the County hereby publishes and declares the following items to be contraband within the Detention Facility, harmful to the health, welfare, good order, and discipline of the resident population:

- Cigarettes
- Incense and Incense Burners
- Book Matches
- Candles, Lighters
- Liquid Shoe Polish
- Weapons of any kind
- Narcotic and Dangerous Drugs
- Hotel, motel, or house keys
- Driver’s Licenses or Credit Cards
- Currency
- Batteries or battery operated items, except watches, hearing aids, small flat calculator
- Cameras
- Radios with police band
- Lottery tickets

Acknowledgement of Understanding:

Signature _____

Date _____

**Exhibit D to Agreement between the County and AllHealth Network for
Arapahoe County Sheriff's Office Behavioral Health Response (Co-Responder) Program**
Project Number or Name: RFP 19-52

Compensation Rates			
Position	Hourly Billing Rate*	Annual Cost Per Position	Maximum Allowable Cost for Authorized Number of Positions
Co-Responder (4)	\$39.42	\$81,993.60	\$327,974.40
Team Lead (1)	\$39.12	\$81,369.60	\$81,369.60
Case Manager (1)	\$36.22	\$75,337.60	\$75,337.60
		Total	\$484,681.60

*Hourly Billing Rate includes salary/wage, benefits and administrative oversight for all positions. The Hourly Billing Rate for Co-Responder also includes shift differential.