

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Behavioral Health	Original Contract Number 21 IHJA 160883
Contractor City of Longmont	Amendment Contract Number 21 IHJA 166615
Current Contract Maximum Amount	Contract Performance Beginning Date
Initial Term State Fiscal Year 2021 \$574,761.00	August 28, 2020
Extension Terms None	Current Contract Expiration Date June 30, 2021
Total for All State Fiscal Years \$574,761.00	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR City of Longmont</p> <p style="text-align: center;">By: Brian J. Bagley, Mayor</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <p style="text-align: center;">By: Carie Gaytan, Director of Finance, Office of Behavioral Health</p> <p style="text-align: center;">Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="margin-top: 20px;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="margin-top: 40px;">By: _____ Andrea Eurich / Janet Miks / Toni Williamson</p> <p style="margin-top: 40px;">Amendment Effective Date: _____</p>	

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

SENIOR ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 21-001088

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. PURPOSE

Under the original contract the Contractor is implementing a Law Enforcement Assisted Diversion (LEAD) Pilot Program for its community by partnering with key stakeholder partners. This amendment adds an option for the Contractor of integrating a third type of referral, Community referrals, into its LEAD Pilot Program.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. Replace Exhibit A, Statement of Work, with Exhibit A-1, Statement of Work, attached hereto and incorporated by reference.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A-1 – Statement of Work
Colorado Law Enforcement Assisted Diversion / Let Everyone Advance with Dignity
(LEAD/LEAD) Pilot Program

Article 1
Purpose/Goal

Colorado is part of a national effort by states and local governments working together to find effective ways to help decrease disparities in the criminal justice system and reduce the common experience in which individuals repeatedly cycle through the criminal justice process via arrest, booking, detention, prosecution, and incarceration. The Colorado LEAD/LEAD Pilot Program (LEAD/LEAD Pilot Program) offers an innovative alternative that allows three pathways into the program: Police officers have the discretion to divert potential arrests of individuals to intensive community-based services in lieu of the traditional criminal justice pathway or offer participation to those they believe would benefit from LEAD services due to a history of contact with the criminal justice system driven by behavioral health issues. Additionally, there is the third option of integrating direct Community Referrals into the LEAD/LEAD (Let Everyone Advance with Dignity) Pilot Program. This third pathway involves enrollment of referrals identified by community partners of those in need of the traditional services provided through LEAD. By utilizing harm reduction principles, the LEAD/LEAD Pilot Program intends to reduce neighborhood crime and individual-level harm by non-violent offenders committing low-level crimes that are driven by problematic substance use, mental illness, prostitution, or other site-specific criteria. Specifically, the goals of LEAD/LEAD are to reduce criminal recidivism, decrease service utilization and associated costs to the criminal justice system, and create improvements in psychosocial housing and quality of life outcomes for participants.

Article 2
Objectives

The Contractor shall implement a LEAD/LEAD Pilot Program for its community by partnering with key stakeholder partners and the technical assistance provider, Public Defender Association's LEAD/LEAD National Support Bureau. The Contractor shall provide required data to the state contracted evaluator in order to evaluate the results and learnings of the LEAD/LEAD Pilot programs throughout the State. The contracted evaluator shall provide a legislative report incorporating the findings of the LEAD/LEAD Pilot Program to determine program effectiveness in improving public safety and reducing recidivism of participants.

Article 3 Activities/Services

3.1 Participant Eligibility Criteria.

- a. In accordance with the LEAD/LEAD National Support Bureau's guidelines, eligible participants for the LEAD/LEAD Pilot Program are adults who are at-risk for repeated criminal charges and/or incarceration due to unmet behavioral health needs.
- b. Pursuant to the LEAD model, all participants must enter the LEAD/LEAD Pilot Program in one of these three ways: As Law Enforcement Diversion Referrals, Law Enforcement Social Contact Referrals, or Community Referrals (also known as Let Everyone Advance with Dignity), with priority placed on serving Law Enforcement Diversion referrals.
- c. The Contractor may expand eligibility criteria for the offenses eligible for Diversion (Pre-arrest or Pre-booking) Social Contact Referrals, or Community Referrals for Contractor's LEAD Pilot Program to meet specific community needs, with OBH approval.

3.2 Offense Eligibility Criteria.

- a. Diversion (Pre-arrest or Pre-booking) Referrals- A person for whom the law enforcement officer has probable cause to arrest for any of the charges listed in Table I (below) and who expresses an interest in voluntarily participating in the program.

Table I Offenses Eligible for Diversion (Pre-arrest or Pre-booking) Referrals	
I.	Possession for sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption.
II.	Sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption.
III.	Possession of a controlled substance or other prohibited substance.
IV.	Being under the influence of a controlled substance or other prohibited substance.
V.	Being under the influence of alcohol and a controlled substance or other prohibited substance.
VI.	Prostitution pursuant to C.R.S 18-7-201.
VII.	Other low-level criminal offenses approved by jurisdiction/site that are likely the result of unmet behavioral health issues.

- b. Social Contact Referrals - An individual who the law enforcement officer believes is at high risk of arrest in the future for any of the charges specified in Table I (above). The individual must also meet the criteria specified in Table II (below) and express interest in voluntarily participating in the LEAD Pilot Program. The Contractor shall serve Social Contact Referrals only if Contractor has the capacity to serve such individuals after responding to Diversion (Pre-Arrest and Pre-booking Referrals).

Table II Eligibility Criteria for Social Contact Referrals	
I.	Verification by law enforcement that the individual has had prior involvement with low-level drug activity or prostitution. Verification shall consist of any of the following: <ol style="list-style-type: none"> Criminal history records, including, but not limited to, prior police reports, arrests, jail bookings, criminal charges, or convictions indicating that he or she was engaged in low-level drug or prostitution activity. Law enforcement has directly observed the individual's low-level drug or prostitution activity on prior occasions. Law enforcement has a reliable basis of information to believe that the individual is engaged in low-level drug or prostitution activity, including, but not limited to, information provided by another first responder, a professional, or a credible community member.
II.	The individual's prior involvement with low-level drug or prostitution activity occurred within the LEAD/LEAD Pilot Program jurisdiction.
III.	The individual's prior involvement with low-level drug or prostitution activity occurred within 24 months of the date of referral.
IV.	The individual does not have a pending or active case in drug court or mental health court.
V.	The individual is not prohibited, by means of an existing no-contact order, temporary restraining order, or anti-harassment order, from making contact with a current LEAD/LEAD participant.

- c. **Direct Community Referrals (CRs- aka Let Everyone Advance with Dignity)** - A person for whom a community member (someone who is not a law enforcement officer) genuinely believes a person is experiencing substance use issues and/or mental health concerns that are driving life difficulties which have led, or may lead to, involvement with the criminal justice system. The community member should believe intensive case management could begin the process to help alleviate these issues for this individual, and reduce the possibility of ongoing incarceration for the individual. If Contractor decides to add CRs to its LEAD Pilot Program, Contractor shall follow the eligibility criteria specified in Table III (below):

Table III Eligibility Criteria for Community Referrals (Let Everyone Advance with Dignity)	
I.	Each jurisdiction shall create policies and procedures regarding who may refer, define participation of person/entity, and provide ongoing training and support of identified referral sources. <ul style="list-style-type: none"> a. Clearly define which members of Ongoing Work Group (OWG) have the ability to approve or veto CRs, with minimum requirement that Law Enforcement Officers (LEOs) continue to be notified of all enrolled CRs.
II.	Verification of referrals to determine eligibility that potential participant fits original LEAD criteria to reduce neighborhood crime and individual-level harm by non-violent offenders committing low-level crimes that are driven by problematic substance use, mental illness, prostitution, or other site-specific criteria.

3.3 Harm Reduction Service Philosophy. The Contractor shall ensure policies and procedures are in place to engage participation of individuals in LEAD/LEAD Pilot Program on a voluntary basis and with the understanding that individuals entering the program may be at different stages of readiness and may progress at their own pace without fear of being terminated from the program or prosecuted. Participants shall not be denied services if they continue substance use or involvement in criminal activity.

3.4 Individualized Service Provision. The Contractor's LEAD/LEAD Pilot Program shall offer individuals suspected of low-level drug and prostitution offenses intensive harm reduction case management featuring individually tailored intervention plans as an alternative to incarceration and prosecution.

3.5 The Non-Displacement of Resources. The Contractor shall ensure the LEAD/LEAD Pilot Program participants do not receive preferential access to scarce resources that would prevent others in need or on wait lists from being served.

3.6 Evidence Based Practices. The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is also encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

3.7 Catchment Area. The Contractor shall define the service and/or catchment area that best meets the community's needs.

3.8 Services and Resources. The Contractor shall provide services/resources consistent with harm reduction principles and evidence-based practices including, but are not limited to:

- a. Intensive case management
- b. Temporary and permanent housing that includes individualized supportive services
- c. Individually tailored intervention plans
- d. Medical care
- e. Mental health care
- f. Treatment for alcohol or substance use disorders
- g. Nutritional counseling and treatment
- h. Psychological counseling
- i. Employment
- j. Employment training and education
- k. Civil legal services
- l. System navigation

3.9 Program Policies and Procedures. The Contractor shall develop, maintain and produce LEAD/LEAD Pilot Program policy and procedures, upon OBH review, approval and/or denial.

3.10 Training and Meeting Attendance. The Contractor shall attend mandatory program meetings, and other required training throughout the term of the LEAD/LEAD Pilot Program.

3.11 Key Stakeholder Policy Committee. The Contractor shall develop and maintain a Key Stakeholder Policy Committee (Committee). The Contractor shall ensure that the Committee consists of at least 51% of the members representing agencies and entities other than the Contractor. The Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below. The Contractor shall enter a written agreement such as a Memorandum of Understanding with each participant, and shall address in each agreement the participant's commitment to participating in the implementation of the LEAD/LEAD Pilot Program and any key challenges inherent in multidisciplinary collaboration. The key local stakeholder disciplines are:

- a. Law enforcement;
- b. District Attorney;
- c. Public defender;
- d. Public health and social services agencies (to include mental health and substance use disorder (SUD) services; and
- e. Case management service providers

3.12 Operational Workgroup (OWG). The Contractor shall maintain an Operational Workgroup to guide and support the LEAD/lead Pilot Program. The Contractor shall ensure the OWG convenes in-person or via video/phone conference no less than one time per month. The OWG shall address system barriers, assess and improve participant progress, and establish collaborative case planning approaches for enrolled participants.

3.13 Program/Project Manager. The Contractor shall select a Program/Project Manager (Manager) for its LEAD/LEAD Pilot Program, and identify the position's roles, responsibilities and authority. The Contractor shall develop a management plan that supports both the Key Stakeholder Policy Committee and the Operational Workgroup. Per LEAD/LEAD National Bureau's best practices recommendations, the Manager should be independent from all Key Stakeholder Policy Committee member agencies and not employed by a law enforcement office, deputy public defender, or member of the deputy district attorney's office. Any changes to the Manager contact information shall be communicated via email to the Office of Behavioral Health's Manager of Diversion Programs within one business day of change.

3.14 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff are tracked and invoiced separately from any other programs they have in addition to the LEAD/LEAD Pilot Program. The Contractor shall disclose in the LEAD/LEAD Pilot Program invoice submission any other funding sources or in kind contributions supporting the LEAD/LEAD Pilot Program.

3.15 Data Sharing Agreements. The Contractor shall ensure a data sharing Business Associates Agreement is developed between the partner agencies. The data sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA BAA attached to this contract.

3.16 Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a case management or treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the Program.

3.17 Critical Incident Policy. Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault, and sexual assault) ("Critical Incidents") that occur during a program intervention or response.

3.18 Critical Incident Reporting. Incidents that fall within standard police protocols and procedures (e.g., use of less lethal interventions to maintain safety) are exempt from this requirement. If a Critical Incident (including death, physical assault, and sexual assault) occurs during a program intervention or response, the Contractor shall take the action most appropriate from the choices below:

- a. If the participant is enrolled in services at a behavioral health agency or facility, the Contractor shall inform the service provider of the Critical Incident so that the service provider can follow their licensing entity's critical incident protocols and policies (if applicable) and for the purpose of continuity of care.
- b. For any critical Incident involving the death of a participant, or any Critical Incident that falls outside police protocols and standards and the participant is not known to be enrolled in behavioral health services with an agency or facility, the Contractor shall share the following information with OBH via an encrypted email to cdhs_ci_obh@state.co.us within 24 hours of the time the Critical Incident occurs:

1. Name of participant involved
2. Date and time of critical incident
3. Location of the critical incident
4. The nature of the critical incident
5. How the critical incident was resolved
6. Name[s] of staff present
7. Whether the critical incident resulted in any physical harm to the participant or any staff

3.19 Pilot Evaluation.

- a. OBH will contract with a third party evaluation team (Evaluator) to evaluate the efficacy and cost savings of the four (4) individual LEAD/LEAD Pilot Programs as well as the combined statewide efforts of all LEAD/LEAD Pilot Programs. Contractor shall be responsive to requests made by the Evaluator for the purposes of the evaluation, including but not limited to the timely submission of all required evaluation data to the Evaluator.
- b. The Evaluator will provide Contractor with the frequency and timing of data collection. Contractor shall report data to the Evaluator including, but not limited to:
 1. Number of Pre-arrest and Pre-booking Referrals
 2. Number of Social Contact Referrals
 3. Number of participants from Pre-arrest and Pre-booking referrals
 4. Number of participants from Social Contact Referrals
 5. Participant costs paid from Pilot budget
 6. Global Appraisal of Individual Needs (GAIN)
 7. Arrest Cover Sheets
 8. Evaluation Surveys
 9. Interviews

Article 4

Deliverables

Activities noted below shall be emailed by Due Date to cdhs_deliverablesOBH@state.co.us unless otherwise specified.

Deliverables	Due Date
Revised Work Plan	30 days from Contract Effective Date and annually or as updated
Submit copy of LEAD/LEAD Pilot Program policy and procedures for review/approval by OBH, including but not limited to items in A, H, P	Due 30 days following Contract Effective Date and after that annually or as updated
Submit copy of subcontract (s)	Upon execution of subcontract (s)

Submit copy of current Key Stakeholder Policy Committee roster, and contracts with Key Stakeholders (such as Memo(s) of Understanding (MOU))	Due 60 days following Contract Effective Date and after that annually or as updated
Participate in a monthly progress status meeting with the OBH Manager of Diversion Programs to provide updates on current monthly and YTD Performance Outcome Measures noted in Section V	1x/month via telephone or video conference, or in person meeting
Submit Quarterly Progress Report using template provided by OBH	30 days after the end of a quarter

Article 5

Performance Measures

5.1 Diversion (Pre-arrest/Pre-booking) referrals: Minimum of 75 persons over the entire LEAD/LEAD Pilot Program term.

5.2 LEAD/LEAD Social or CR participants: Minimum of 50 participants enrolled over the fiscal year.