

AGREEMENT CONCERNING CRISIS AND WITHDRAWAL MANAGEMENT SERVICES

THIS AGREEMENT CONCERNING CRISIS AND WITHDRAWAL MANAGEMENT SERVICES (“Agreement”), dated _____, is made by and between the following Parties (each, individually, a “Party”):

- A. Jefferson Center for Mental Health, a not-for-profit community mental health organization serving Jefferson, Clear Creek and Gilpin counties (“**Jefferson Center**”);
- B. The County of Jefferson, State of Colorado, a body politic and corporate (the “**County**”);
- C. The City of Arvada, a municipal corporation (“**Arvada**”);
- D. The City of Edgewater, a municipal corporation (“**Edgewater**”);
- E. The City of Golden, a municipal corporation (“**Golden**”);
- F. The City of Lakewood, a municipal corporation (“**Lakewood**”);
- G. The City of Wheat Ridge, a municipal corporation (“**Wheat Ridge**”); and
- H. The City of Westminster, a municipal corporation (“**Westminster**”).

RECITALS

A. Each participating Local Government Party, as defined herein, independently possesses the power and authority to ensure the health, safety and welfare of its residents.

B. For many years, the Local Government Parties have each depended upon the Jefferson Center Crisis and Recovery Center, located at 4643 Wadsworth Boulevard, Wheat Ridge, Colorado (“**Crisis and Recovery Center**”), to provide 24/7 crisis walk in and mobile services, as well as intoxication and withdrawal management, to the community (collectively, the “**Services**”).

C. To ensure provision of the Services, the Parties previously entered into that certain Memorandum of Understanding Concerning Withdrawal Management Services dated January 1, 2018 (“**MOU**”).

D. The Local Government Parties have decided it would be in the best interest of their residents for the Services to continue into the foreseeable future.

E. Jefferson Center has agreed to continue providing the Services at the existing Wheat Ridge, Colorado, location.

F. The Parties agree that each Local Government Party should contribute to funding the Services on an ongoing basis, as it continues to be in the best interest of the health, safety and welfare of their residents to provide the Services.

G. The Parties desire to enter into this Agreement in order to continue to provide funding to Jefferson Center to maintain the Services and, in the interests of clarity, to rescind the MOU upon this Agreement’s execution.

H. This Agreement will serve a public purpose and will promote the health, safety and general welfare of inhabitants in and around Jefferson County.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the Parties as follows:

I. RESCISSION OF MOU:

Upon full execution of this Agreement by the Parties, the MOU shall be deemed rescinded and of no force or effect.

II. DEFINITIONS:

As used in this Agreement, the following terms are defined.

A. *Facility* shall mean the building and other appurtenances located at 4643 Wadsworth Boulevard, Wheat Ridge, Colorado, at which the Services are and will be provided.

B. *Fiscal year* shall mean the calendar year, beginning with January 1 and ending with December 31.

C. *Intoxication and Withdrawal Management Services, or WM Services*, shall mean the following organized services, provided at the Crisis and Recovery Center in an urgent care setting to adults, regardless of gender, in a clinically-managed, social model, detoxification facility, delivered by appropriately trained and certified staff who provide a 24-hour, 7-day-per-week supervision, observation, and support for clients who are intoxicated or experiencing withdrawal, where the intoxication or withdrawal signs and symptoms are sufficiently severe to require 24-hour structure and support:

1. Intoxication management
2. Withdrawal management
3. Assessment of clients
4. Brief interventions for substance use disorders
5. Administration of Naloxone/Narcan for opiate overdose reversal
6. Case management, including outreach
7. Coordination of care with aftercare providers
8. Assistance to law enforcement in maintaining public safety by placement of these individuals in a secure environment
9. Any additional services that are ancillary to the WM Services expressly identified herein and not otherwise in contradiction with this Agreement
10. Any additional WM Services that are authorized in writing by all of the Local Government Parties

D. *Intoxication Management* shall mean managing intoxicated individuals until they are sober.

E. *Walk-in and Mobile Crisis Services or Crisis Services* shall mean the following organized services, provided at any one of more of the following: the Crisis and Recovery Center

in an urgent care setting; in the community (schools, nursing homes, client homes, and other), or by phone or video, to adults and children of all ages, delivered by appropriately trained staff who provide 24-hour, 7-day-per-week crisis intervention, assessment, safety and disposition planning:

1. Medical screening by a registered nurse for services provided at the Crisis and Recovery Center
2. De-escalation, assessment and crisis intervention with a trained Master's level clinician
3. Safety planning and referral to least restrictive and clinically appropriate level of care
4. Case management and peer support services
5. Coordination of care with in-client hospitals and other acute care facilities (crisis stabilization units, acute treatment units) when higher level of care is needed
6. Initiation of involuntary treatment (72-hour holds) when necessary to ensure safety
7. Coordination of care and follow up services where needed
8. On-scene mobile crisis response within one hour for metro locations
9. Assistance to and coordination with law enforcement in maintaining public safety by placement of these individuals in a secure environment
10. Follow-up outreach phone call in 24 hours for those not admitted to a higher level of care to ensure safety and resolution of presenting crisis
11. Any additional services that are ancillary to the Crisis Services expressly identified herein and not otherwise in contradiction with this Agreement

F. *Local Government Party* shall mean Jefferson County and the municipalities participating in this Agreement.

G. *Medical Screening Required Form* shall mean a set of defined questions that assist in making appropriate admission decisions regarding referrals for American Society of Addiction Medicine level of care, III.2 non-medical social detox.

H. *Police Referral Screening Tool* shall mean a set of defined brief screening questions to initially determine if client meets referrals for American Society of Addiction Medicine level of care, III.2 non-medical social detox.

III. OBLIGATIONS OF JEFFERSON CENTER:

A. General Obligations and Standards of Care.

1. Jefferson Center shall establish and maintain access to quality care in its provision of the Crisis and WM Services.

2. Jefferson Center shall facilitate engagement in treatment of individuals entering the Crisis and Recovery Center who have substance use disorder conditions, including those with severe substance use disorder, as well as those who express suicidal thoughts or behaviors, disorganized behavior, or self-determined to be in crisis.

3. Jefferson Center shall prioritize improving health outcomes for individuals and the community. Jefferson Center will use all appropriate opportunities to provide immediate harm reduction and decrease undesirable utilization of emergency services.

B. **Facility Location.** Jefferson Center shall continue to operate the Facility at the Wheat Ridge, Colorado, location and/or such additional or alternate locations as agreed by the Parties. Jefferson Center shall provide a copy of the applicable lease agreement or purchase contract to any Local Government Party upon written request.

C. **Intake and Screening.** The Parties agree to implement preadmission and admission protocols, as set forth in “Exhibit B” and “Exhibit C,” which are incorporated herein by this reference.

D. **Reporting Requirements.**

1. *Quarterly Report.* Jefferson Center shall compile aggregate data on the Crisis and WM Services, and share that data with the Local Government Parties on a quarterly basis, including the elements outlined in “Exhibit A.”

2. *Annual Report.* Annually, on or before January 1 of each calendar year, Jefferson Center shall prepare and present to the Local Government Parties a comprehensive written annual report of Facility activities, income and expenses. The annual report shall also be produced upon request of any Local Government Party.

3. *Reports required by law, regulation or contract.* Jefferson Center shall prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state, or local official to whom such report is required to be made in the course and operation of the Facility.

4. *Additional Reports requested by Local Government Members.* Jefferson Center will render to the Local Government Parties, at reasonable intervals, such reports and accountings as the Local Government Parties may from time-to-time request and as consented to by Jefferson Center, which consent will not be unreasonably withheld.

E. **Quality Assurance.** Upon request, Jefferson Center will participate in quality assurance meetings with one or more Local Government Parties, with each Party determining the personnel most appropriate to participate. Issues to be addressed include, at minimum, systematic and case-specific issues. Jefferson Center will track outcome data specific to service expertise and provide the Local Government Parties with any available written reports on a quarterly and/or annual basis. Upon request, Jefferson Center will participate in reviewing Jefferson Center’s clinical services documentation of the clients receiving Services through this Agreement. Jefferson Center will complete satisfaction and other surveys upon request from the Local Government Parties.

F. **Independent Contractor Relationship.** The relationship between Jefferson Center and the Local Government Parties shall be deemed as independent contractors. Neither Jefferson Center, nor any employees of Jefferson Center, are, or shall be deemed, employees of

any of the Local Government Parties, and Jefferson Center shall be solely responsible for all benefits and Workers' Compensation Insurance coverages for all Jefferson Center employees.

G. **Nondiscrimination.**

1. *Services.* The Services, amenities and programs at the Facility or in the community shall be made available to all persons regardless of race, creed, sex, color, ancestry, religion, disability, age, sexual orientation, gender identity, military or veteran status, and any other basis prohibited by federal, state or local law.

2. *Employment.* Jefferson Center shall not discriminate on the basis of race, creed, color, national origin or ancestry, religion, age, sex, sexual orientation, gender identity, disability, or military or veteran status, against any employee or applicant with respect to: (i) hiring, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship.

H. **Assignment.** Jefferson Center will not assign or otherwise transfer its obligations under this Agreement without prior written consent of each and every participating Local Government Party.

I. **Compliance with Laws.** Jefferson Center shall comply with all federal, state, and local laws, including all local zoning and licensing requirements.

IV. BUDGET AND FUNDING:

A. **Budget Process.** Jefferson Center shall prepare a preliminary budget and submit it on or before March 31 of each year to the Local Government Parties for comment. The participating Local Government Parties shall submit comments on or before April 30 of that year. A final budget shall be submitted to each of the Local Government Parties no later than May 31 of each year.

B. **Annual Funding.**

1. In consideration of the satisfactory performance of the Services, the Local Government Parties shall pay Jefferson Center up to \$500,000 for each calendar year, in accordance with the following amounts:

a. Jefferson County will contribute \$150,000.

b. The remaining \$350,000 shall be contributed pro rata based on the contributing Local Government Parties population within Jefferson County, as shown in Table 1 below.

c. Local Government Parties located partially within and partially outside the territorial limits of Jefferson County shall pay pro rata based on the percentage of the Local Government Party's population that is located within Jefferson County.

2. The amounts to be contributed by each Local Government Party for the 2022 calendar year are set forth below in Table 1.

3. The amounts to be contributed shall be computed and agreed upon among the Local Government Members by July 1 for the following fiscal year.

4. Beginning with the 2023 calendar year, the payment contribution required from each Local Government Party shall be increased by the percentage of growth, as shown in the Denver-Boulder-Greeley consumer price index.

5. The population for each Local Government Party, as obtained from Denver Regional Council of Governments, as of the date of execution of this Agreement, is set forth in Table 1. The population of each Local Government Party will be revised, and the amount to be contributed recalculated on an annual basis.

TABLE 1			
Local Government Member	Population (within Jefferson County)	Percentage of Total Population	\$ Amount Contributed
Jefferson County			\$ 150,000
City of Arvada	120,898	31.7%	\$ 110,828
City of Edgewater	5,352	1.4%	\$ 4,906
City of Golden	20,828	5.5%	\$ 19,093
City of Lakewood	158,410	41.5%	\$ 145,216
City of Wheat Ridge	31,273	8.2%	\$ 28,668
Westminster (Jefferson County)	45,040	11.8%	\$ 41,289
	381,801		\$ 500,000
Denver Regional Council of Governments			

C. **Contributions of Non-Participating Local Governments.** It is the intention that Jefferson Center will serve the participating Local Government Members and their residents. To the extent other non-participating local governments refer residents to the Facility, Jefferson Center is permitted to provide the Services to such individuals, provided the cost of the services rendered is not borne by the Local Government Members. Jefferson Center will contract or invoice non-parties for services, and details of such invoices and data shall be included in the annual report to the Local Government Members.

D. **Contributions of New Parties.** In the event any new government entity subsequently joins this Agreement by agreeing in writing to the terms of this Agreement, as amended, it shall be treated as a participating Local Government Party, and its share of the Annual Funding shall be computed, appropriated, and paid pro rata, as set forth herein. Furthermore, if a new Local Government Party is added after January 1, it shall contribute the appropriate percentage of its pro rata share, based upon the percentage of months remaining in that calendar year. In the event that a new additional Local Government Party joins this Agreement, the total Annual Funding amount shall remain the same, and each participating Local Government Party's contribution shall be recalculated and decreased by the amount of that new additional funding, on a pro rata basis.

E. **Additional Funding Sources.** In addition to the contributions from the Local Government Members, Jefferson Center will continue to obtain funding for the Crisis and WM Services and Facility from the Colorado Office of Behavioral Health (via the Managed Service Organizations), Medicaid, hospital support, limited insurance, and client fees. Such funding will be reflected in the Annual Report, and in the Budget, as referenced in this Agreement. If additional funding sources are obtained in any year, the total Local Government Party contributions will decrease by the amount of that additional funding, on a pro rata basis.

F. **Payment.**

1. Jefferson Center shall invoice the Local Government Members annually, but no earlier than January 31 of each year, in accordance with Table 1. Jefferson Center shall prepare the invoices at its sole cost and shall include sufficient detail as determined by the Local Government Members to enable the Local Government Members to verify the appropriateness of the invoice. The Local Government Parties shall pay each invoice within thirty (30) calendar days of receipt of an approved invoice.

2. Incorrect payments to Jefferson Center due to omission, error, fraud, or defalcation may be recovered from Jefferson Center by deduction for subsequent payments due to Jefferson Center under this Agreement.

3. *Address.* Payments will be sent to Jefferson Center at the following address: 4851 Independence Street, Wheat Ridge, CO 80033-6715.

V. **INSURANCE AND LIABILITY:**

A. **Insurance.** Jefferson Center shall obtain and maintain adequate liability insurance coverage to protect against any and all claims and liabilities which may arise due to the activities, duties, and obligations conducted by Jefferson Center at the Facility under this Agreement, including the work of any independent contractors, during the term of this Agreement. The liability insurance policies shall be primary and non-contributory for such claims and shall not contain any “excess” or “other insurance” clauses which limit their primary coverages, shall name each of the Local Government Parties as additional insureds, and shall contain a waiver of subrogation in favor of the Local Government Parties. The liability policies shall not be terminated or cancelled without at least sixty (60) days’ prior written notice to the Local Government Parties. Jefferson Center shall carry general liability, or combination of general liability and umbrella policies, and automobile liability insurance in accordance with the following stipulated limits:

For Liability: \$1,000,000 per Occurrence/\$3,000,000 Aggregate Bodily Injury & Property Damage Combined Single Limit

For Automobile: \$1,000,000 Bodily Injury & Property Damage Combined Single Limit each Accident

Workers’ Compensation Insurance: Jefferson Center shall provide Workers’ Compensation and Employer’s Liability insurance in conformance with all Colorado statutory

limits for all persons employed by Jefferson Center for the work to be performed under this Agreement.

Proof of Coverage: Jefferson Center shall provide to the Local Government Parties, upon request, all required insurance policies, Certificates of Insurance and/or any endorsements necessary to show that the insurance coverages required herein have been procured and are being maintained. Certificates of Insurance shall provide that the insurance shall not be cancelled or terminated during the term of this Agreement, and that sixty (60) days' notice shall be given to the Local Government Parties prior to cancellation of policies.

Indemnification of Local Government Parties: Jefferson Center hereby agrees to defend, release, and indemnify each of the Local Government Parties, and agrees to hold each of the Local Government Parties and its representatives and agents harmless for and on account of any act or omission of Jefferson Center in the execution of its duties and obligations under this Agreement as specified herein, and this indemnification shall extend to and include Bodily Injury, Property Damage, or Personal Injury, including compensatory, economic, punitive, or special damages suffered by any person or entity in connection with this Agreement. Jefferson Center agrees to defend each of the Local Government Parties hereunder and indemnify each of the Local Government Parties, to include all court costs and attorney's fees incurred in any defense required to be undertaken by the Local Government Parties as a result of the actions of Jefferson Center under this Agreement. Each of the Local Government Parties, its officers and employees shall be added to Jefferson Center's general liability policy as Additional Insured as its interests may appear.

Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver by the Local Government Parties of any of the protections afforded them by the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101, *et seq*).

VI. BOOKS AND RECORDS:

A. **Recordkeeping.** Jefferson Center shall maintain adequate and correct accounts of its funds, properties, and business transactions as it relates to the Facility, which accounts shall be open to inspection at any reasonable time by the Local Government Parties and their attorneys or agents.

B. **Annual Audit.** Jefferson Center shall conduct an annual audit after the end of each fiscal year. Such audit shall be conducted by one or more independent, certified public accountants, or registered accountants, or partnerships thereof, licensed to practice in the State of Colorado. Jefferson Center shall tender a copy of each such audit to the Local Government Parties, prior to January 1 of each year.

VII. TERM, RENEWAL AND TERMINATION:

A. **Term and Renewal.** This Agreement shall be in full force and effect upon approval of all Parties. This Agreement shall automatically renew on January 1 of each calendar year, subject to the provisions of this Article.

B. **Termination of Party Participation by Written Notice.** Any Party's participation in this Agreement may be terminated by written notice from that Party to all other Parties at least one hundred eighty (180) days prior to January 1 of any given year. Any Local Government Party terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its contributions previously paid to Jefferson Center.

C. **Termination of Local Government Party Absent Required Notice.** In the event any Local Government Party elects to terminate its participation in this Agreement not in accordance with this Article, such Local Government Party shall be considered in default and shall forfeit its entire contribution to Jefferson Center for that year. Upon default, the defaulting Local Government Party shall forfeit all privileges and property it obtained as a result of its participation in this Agreement. Should a defaulting Local Government Party seek at some later date to participate again in this Agreement, such Local Government Party shall be required to meet the requirements and contributions of any new Local Government Party seeking participation pursuant to the terms of this Agreement.

D. **Termination of Local Government Party for Non-Appropriation.** Should any Local Government Party fail to appropriate funds pursuant to its obligations set forth herein, such Local Government Party shall be considered in default and be treated the same as under Section C of this Article.

E. **Survival.** Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such a term or condition.

VIII. GENERAL PROVISIONS:

A. **Conflict of Interest.** Jefferson Center shall not knowingly perform any act that would conflict in any manner with the performances of the Services. Jefferson Center certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

B. **Amendment.** This Agreement may be amended at any time in writing by the unanimous agreement of the Parties.

C. **Severability.** If any provisions of this Agreement or the application thereof to any Party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.

D. **Execution by Counterparts; Electronic Signatures.** This Agreement may be signed in counterparts, each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

E. **No Third-Party Beneficiaries.** Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, limit in any way governmental immunity and other limited liability statutes for the protection of the Parties, nor limit the powers and responsibilities of any other entity not a Party. Nothing contained herein shall be deemed to create a partnership or joint venture between the Parties with respect to the subject matter hereof.

F. **Supersedes and Replaces Prior Agreements.** This Agreement supersedes and replaces all prior agreements amongst the Parties on the matters contained herein.

G. **Officials Not to Benefit.** No elected, appointed or employed member of any Local Government Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

H. **TABOR Compliance; No General Obligation Indebtedness.** Because this Agreement may extend beyond the current fiscal year, all of the Parties understand and intend that the obligation of the Local Government Parties for funding hereunder constitutes a current expense of the Local Government Parties payable exclusively from the Local Government Parties' funds and appropriated each fiscal year and shall not in any way be construed to be a multi-fiscal year debt or other financial obligations within the meaning of Article X, Section 20 of the Colorado Constitution, a general obligation indebtedness of the Local Government Parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness.

I. **Waiver.** This Agreement or any of its provisions may not be waived except in writing by a Party's representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

J. **Proper Execution.** Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to do so.

K. **Governing Law and Venue.** It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of laws of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted. Venue for any action concerning this Agreement shall be proper and exclusive in the District Court for Jefferson County, Colorado.

L. **Public Document.** Jefferson Center hereby acknowledges that the Local Government Parties are public entities subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and as such, this Agreement will be subject to public disclosure thereunder.

M. **Electronic Disposition.** The Parties acknowledge and agree that the original of this Agreement, including the signature pages, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which

is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

N. **Ownership of Documents/Deliverables.** Any data, documents, or other things or information provided by a Local Government Party to Jefferson Center or to which Jefferson Center has access during the performance of the Services (the “Documents”) and any reports, drawings, results, conclusions of the Services, or other writings or products produced by Jefferson Center (the “Deliverables”) shall be and remain the sole property of the Local Government Party at all times; and Jefferson Center shall not use any of the Deliverables or Documents for any other purpose. The Local Government Parties shall, respectively, retain all right, title, and interest in and to both the Documents and the Deliverables. Jefferson Center shall not disclose to any third party any Document or Deliverable without the prior written approval of the Local Government Parties unless required under the Colorado Public Records Act or other law.

P. **Confidentiality.** During the course of Jefferson Center’s performance of the Services, Jefferson Center may have access to certain confidential and proprietary information owned or controlled by the Local Government Parties that may be disclosed to Jefferson Center and Jefferson Center’s employees, agents, representatives, assigns, or subcontractors (collectively, “Jefferson Center Representatives”) orally, in writing, or by observation. All such information disclosed to Jefferson Center or Jefferson Center Representatives shall be maintained in strict confidence, shall not be used except as necessary for the performance of this Agreement and shall not be disclosed to any third party without prior written approval of the Local Government Parties unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Jefferson Center or Jefferson Center Representatives hereunder shall be delivered to the Local Government Parties promptly upon the cancellation, termination, or completion of this Agreement.

Q. **Notice.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

1. Jefferson Center for Mental Health
CEO & President
4851 Independence Street
Wheat Ridge, CO 80033
2. Jefferson County
County Commissioners
700 Jefferson County Parkway, Suite 300
Golden, CO 80401
3. City of Arvada
City Manager
8101 Ralston Rd.
Arvada, CO 80002
4. City of Edgewater

City Manager
1800 Harlan Street
Edgewater, CO 80214

5. City of Golden
City Manager
911 10th Street
Golden, CO 80401
6. City of Lakewood
Chief of Police
480 S. Allison Pkwy.
Lakewood, CO 80226
7. City of Wheat Ridge
City Manager
7500 W. 29th Ave.
Wheat Ridge, CO 80033
8. City of Westminster
City Manager
4800 W. 92nd Ave.
Westminster, CO 80031

or to such other address as any Party may from time to time notify the other.

[Remainder of page intentionally blank – signatures follow]

The Parties execute this Agreement on the most recent date indicated below.

JEFFERSON CENTER FOR MENTAL HEALTH

Kiara Kuenzler, President and CEO

Date: _____

COUNTY OF JEFFERSON

Approved as to form

By: _____
Kate Newman, Acting County Manager

Carey T. Markel, Deputy County Attorney

Date: _____

CITY OF ARVADA

Marc Williams, Mayor

Date: _____

CITY OF EDGEWATER

John Beltrone, Mayor

Date: _____

CITY OF GOLDEN

Laura Weinberg, Mayor

Date: _____

CITY OF LAKEWOOD

Adam Paul, Mayor

Date: _____

ATTEST:

CITY OF WESTMINSTER

City Clerk

[SEAL]

By _____
Mayor

Date _____

Approved as to legal form:

City Attorney

CITY OF WHEAT RIDGE

Bud Starker, Mayor

Date: _____

EXHIBIT A

Jefferson Center Quarterly Reporting

Local Government Member	Number of unduplicated clients served (Crisis Services)	Number of unduplicated clients served (WM Services)	Total number of services provided (Crisis Services)	Total number of services or admissions (WM Services)
Jefferson County				
City of Arvada				
City of Edgewater				
City of Golden				
City of Lakewood				
City of Wheat Ridge				
City of Westminster				
Other				

Other Data:

- Number of referrals by referring agency (where data is available)
- Rate of connection to ongoing services or treatment post discharge from withdrawal management
- Number of clients with repeat admissions
- Other data available upon request

EXHIBIT B

Preadmission and Admission Protocols for WM Services

PRE-ADMISSION PROTOCOLS

1. A Medical Screening Required Form will be used by withdrawal management staff to screen clients with the transporting officer present.
2. Medical refusals will be transported by ambulance or outreach van driver from Jefferson Center or the officer, in that order. The officer will be involved in that decision based on safety needs.
3. Clients who do not demonstrate behavioral self-control at the time of admission may present a danger to themselves or others including staff. If a definitive refusal is obtained at screening using the Police Referral Screening Tool, the client will be transported to the hospital for a medical assessment by the original agency.
4. If a medical release is obtained and the client is still not demonstrating behavioral self-control, then the client can be transported to the jail. Officers will contact the jail to determine if there is space available for the withdrawal management.
5. If the jail is unavailable, the client shall be left in the care of medical staff until such time as the client is no longer a danger to himself or others.

ADMISSION PROTOCOLS

1. Clients who are in the custody of the Facility and who become uncooperative and/or present a danger to Jefferson Center facility staff or other clients may be refused. Jefferson Center facility staff will call the Wheat Ridge Police Department when this occurs. A Police Referral Screening Tool will be completed by Jefferson Center facility staff citing the reasons for the refusal.
2. Wheat Ridge Police Department will transport the client to the hospital for a medical assessment.
3. If a medical release is obtained and the client is still not demonstrating behavioral self-control, then the client can be transported to the jail. Officers will contact the jail to determine if there is space available for the withdrawal management client.
4. If the jail is unavailable, the client shall be left in the care of medical staff until such time as the client is no longer a danger to himself or others.

EXHIBIT C

Preadmission and Admission Protocols for Crisis Services

WALK-IN CRISIS CENTER

Anyone may call the Walk-In Center Crisis number (303-432-5525) for consultation and telephonic assistance 24/7.

The Walk-In Crisis Center serves anyone who identifies as being in crisis. There are no set criteria for crisis; it is self-determined by the person being served.

The Walk-In Crisis Center serves all ages and all payor sources, including those who are self-pay. There is no out-of-pocket expense for using the services.

Clients may self-present, or be brought in by friends or family members, other community agencies, school resource officers, and law enforcement.

If not appropriate for this level of care, clients will be appropriately referred: the Walk-In Crisis Center cannot serve actively violent people or those at high risk for escape. We do not provide seclusion or restraint.

Anyone using our Walk-In Crisis Center will be screened by uniformed security for presence of weapons.

Services are voluntary.

MOBILE CRISIS SERVICES

Mobile Crisis Services are provided when a person is experiencing a mental health crisis and is unwilling or unable to come to the Walk-In Crisis Center. The team serves all ages and payor sources.

The Mobile Crisis Team is dispatched from the Walk-In Crisis Center. There is an approximately one-hour response time in the metro area.

Mobile Crisis services are voluntary. Someone at the response site must be willing to have mobile crisis clinicians present, such as the individual, a family member, law enforcement, etc.

Jefferson Center will deploy under the following circumstances:

- The individual may be gravely disabled or there is a risk of harm to self or others.
- The individual or family functioning has deteriorated to the point that immediate intervention is needed.
- The individual is exhibiting bizarre or irrational behavior, including possible psychotic symptoms.
- Law enforcement is on the scene and requests mental health support.
- Lower levels of interventions are not effective or appropriate.

- The individual can remain safe until the arrival of the mobile crisis team.
- The individual, family, or concerned other has requested a mobile response for a self-defined crisis. There may be times when circumstances indicate a different level or method of response may be more appropriate or effective.

Exclusion Criteria (circumstances constitute a 911 emergency)

- The person reportedly has already begun the act of attempting suicide and is in need of immediate medical attention.
- The person has threatened homicide and appears to be an imminent threat to others, requiring a response from law enforcement.
- There is a weapon involved in the incident.
- There is a crime in progress, such as domestic violence, that warrants law enforcement intervention.

In the situations above, if Jefferson Center is contacted, the clinician will work collaboratively to determine the appropriate kind and level of response.