

**FIRST RENEWAL, RATIFICATION AND AMENDMENT OF  
INTERGOVERNMENTAL AGREEMENT**

1. **PARTIES**. This First Renewal, Ratification and Amendment of Intergovernmental Agreement (hereinafter “First Renewal”) is made between the COLORADO JUDICIAL DEPARTMENT (“Department”) for the use and benefit of the 20<sup>th</sup> JUDICIAL PROBATION DEPARTMENT (“Probation”) whose principal location is 1777 Sixth Street, Boulder, CO 80306, and the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Department of Community Services (“Contractor”), a Colorado governmental entity located at PO Box 471 Boulder, CO 80306. Department and Contractor may collectively be referred to herein as the “Parties.” In consideration of their mutual promises and for their mutual benefit, the Parties agree as follows:
  
2. **RECITALS AND PURPOSE**. The Parties entered an Intergovernmental Agreement for Resource Navigator Services that covered the period from December 19, 2019 through June 30, 2020 (hereinafter “Initial Agreement”). The Initial Agreement provided that it may be renewed for up to four periods of twelve months each. Although the Initial Agreement was allowed to expire on June 30, 2020, the Parties have continued to perform under its terms until the present time (the “Interim Period”) without the execution of a formal written renewal agreement. The Parties desire to ratify the Initial Agreement and the actions of each Party performed in accordance with the Initial Agreement during the Interim Period and renew the Initial Agreement, as amended herein, through June 30, 2023. After the execution of this First Renewal, the Initial Agreement may be renewed for one additional period of twelve months through June 30, 2024.
  
3. **RATIFICATION**. The Parties hereby ratify the Initial Agreement and the actions of both Parties performed in accordance with the Initial Agreement during the Interim Period.
  
4. **FIRST RENEWAL AND AMENDMENT**. The Parties hereby renew the Initial Agreement and extend its terms and conditions in full force and effect from the date this First Renewal is fully executed through June 30, 2023 except that the Initial Agreement shall be amended as follows:

- a. The title of the Initial Agreement shall be deleted and replaced with the following:

**INTERGOVERNMENTAL AGREEMENT  
between  
Boulder County  
and  
20<sup>th</sup> Judicial District Probation Department  
Colorado Judicial Department  
for Clinical and Resource Engagement (CARE) Program  
Execution Date through June 30, 2023**

- b. Paragraph 2 Recitals and Purpose of the Initial Agreement shall be deleted and replaced with the following:

Department seeks the establishment and maintenance of a Clinical and Resource Engagement (CARE) program. The purpose of the program is to support Department clients in accessing immediate clinical services as well as the most basic needs essential for long-term stability, success, and

recidivism reduction, including housing, employment, medical care, Medicaid eligibility and access, etc.

- c. Paragraph 10 Oversight/Training of the Initial Agreement shall be deleted and replaced with the following:

Contractor shall provide training and oversight to the Substance Use and Mental Health Care Coordinator, Resource Navigator/Engagement Coordinator, Bilingual Resource Navigator, and the Bilingual Resource Aid and will locate the CARE program in the probation department as outlined in **Revised Exhibit A**.

- d. Paragraph 11 Criminal Background Check of the Initial Agreement shall be deleted and replaced with the following:

CRIMINAL HISTORY CHECK.

- A. Criminal History Check. The Department requires that all individuals who perform services under this Agreement must pass a criminal history check before working under the Agreement, which shall be valid for two years. All such criminal history checks will be carried out, at no charge to the Contractor or the individual, by the Department's Human Resources Division under standards developed by the Department. In order to request a new or renewal criminal history check, the Contractor must add in the Department's Contract Management System ("CMS") the name and email addresses for each and every individual who will perform any service(s) identified in and/or covered by this Agreement for the Department. Contractor shall add the names and email addresses for all such individuals in the "Contacts" section of the "Company Profile" in the CMS. Contractor shall then click on "Initiate CHC" or "Re-Initiate CHC" in the CMS, as appropriate for each and every individual so identified. The Department's Human Resources Division will request any necessary documentation from individuals the Contractor identifies by name and email address in the CMS, including any necessary authorization form(s); will process the criminal history check for all such individuals identified in this manner; and will inform the Contractor of the result. The decision as to whether the individual passes the criminal history check will be in the sole discretion of the Department. Contractor shall only use Department's criminal history check result to determine whether the individual may perform services under this Agreement. Contractor shall not use Department's criminal history check result for any other purpose, including, but not limited to, selection, hiring or retention decisions.
- B. Notification. Contractor shall notify the Department in writing immediately upon discovering that any individual performing services under this Agreement pleads guilty to, or is convicted of, a petty, misdemeanor, or felony offense during the term of this Agreement. At the Department's sole discretion, the individual who pled guilty or was convicted may be subject to the authorization and completion of a new criminal history check, which process shall be initiated in the CMS by Contractor selecting "Re-Initiate CHC" in the CMS for the individual who pled guilty or was convicted. The individual who is subject of the report shall immediately cease performing services under this Agreement until otherwise informed by the Department.

- e. **Exhibit A Scope of Work** attached to the Initial Agreement shall be deleted and replaced with **Revised Exhibit A Scope of Work**, attached hereto and incorporated by reference.

All references to **Exhibit A Scope of Work** in the Initial Agreement shall be changed to **Revised Exhibit A Scope of Work**.

- f. **Exhibit B Compensation & Payment Schedule** attached to the Initial Agreement shall be deleted and replaced with **Revised Exhibit B Compensation & Payment Schedule**, attached hereto and incorporated by reference.

All references to **Exhibit B Compensation & Payment Schedule** in the Initial Agreement shall be changed to **Revised Exhibit B Compensation & Payment Schedule**.

*[SPACE INTENTIONALLY BLANK, SIGNATURES FOLLOW ON NEXT PAGE]*

IN WITNESS WHEREOF, the Parties hereto execute this First Renewal on the dates written below.

<b>SIGNED for and on behalf of Boulder County</b>		<b>SIGNED for and on behalf of Department</b>	
Signature:		Signature:	
Name:		Name: Steven Vasconcellos	
Title:		Title: State Court Administrator	
Date:		Date:	
		Signature:	
		Name: Anjali Nandi	
		Title: Chief Probation Officer	
		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest Signature:		<i>Initial</i>	
Attestor Name:			
Attestor Title:			

## Revised Exhibit A Scope of Work

1. **Program/Project Description and Goals:** Department seeks the establishment and maintenance of a Clinical and Resource Engagement (CARE) program. The purpose of the program is to support Department clients in accessing immediate clinical services as well as the most basic needs essential for long-term stability, success, and recidivism reduction, including housing, employment, medical care, Medicaid eligibility and access, etc. Contractor will create and maintain four full time 1.0 FTE positions to provide services to the Department pursuant to this Agreement. The intent of the CARE program is to have Contractor provide direct support to Department clients experiencing challenges in obtaining access to clinical services as well as resources, benefits, and other social system supports. These resources and supports are intended to be part of a sustainable and ongoing system of client supports and resources in order to resolve gaps in the resources that are provided to the clients referred to the Contractor by the Department.
  
2. **Contractor Services to be Provided to the Department:** The Contractor, in accordance with the terms and conditions in this Agreement, shall provide, in a timely and satisfactory manner, the following services for the use and benefit of the Department:
  - a. Creation and maintenance of four full-time 1.0 FTE positions as described below.
    - i. All four positions will be employees of Contractor:
      - Substance Use and Mental Health Care (SAMH) Coordinator
      - Resource Engagement Coordinator
      - Bilingual Resource Navigator
      - Bilingual Resource Aid
    - ii. Contractor shall be responsible for recruiting and hiring these positions. Contractor shall be solely responsible for hiring decisions and any decisions regarding termination of persons filling the positions.
    - iii. Contractor shall supervise the positions.

### **POSITION 1: SUBSTANCE USE AND MENTAL HEALTH CARE COORDINATOR**

The Substance Use and Mental Health Care (SAMH) Coordinator will provide the Department with client screening for recommended service, administer assessments, be available to probation officers for crisis intervention, provide short-term therapeutic services, and other duties as identified for all non-Medicaid eligible clients.

The SAMH Coordinator shall provide the Department with the following services:

- Develop a system for receiving referrals from probation officers and triaging based on clinical assessment.
- Receive referrals from probation officers and conduct a clinical assessment to determine treatment needs.
- Provide a summary of recommendations to the probation officer and, using the CARE Team, connect the client with the appropriate services.
- Coordinate referrals to the medication prescriber and communicate next steps to the client and probation officer.
- Obtain appropriate releases of information from referred clients to enable the sharing of client information with Probation.
- Meet with clients in crisis and provide short-term therapeutic services as needed.
- Supervise the CARE Team and provide oversight of the intern program under the Resource Engagement Coordinator.
- Document all services provided to clients in Probation's case management system.
- Track utilization through a basic Excel file that will be provided by Probation.
- Attend Probation meetings as invited.

- Develop and maintain a list of community treatment resources for substance use and mental health treatment across the continuum of need from inpatient to outpatient.

### **POSITION 2: RESOURCE NAVIGATOR/ENGAGEMENT COORDINATOR**

The Resource Navigator position will provide the Department with direct support to Probation clients experiencing challenges in obtaining access to resources, benefits, and other social system supports. These resources and supports are intended to be part of a sustainable and ongoing system of client support and resources in order to resolve gaps in the resources that are provided to the referred clients. Contractor will supervise this position through its SAMH Coordinator.

The Navigator shall provide the Department with the following services:

- Develop a client support program that includes a case management system, documentation of resource contacts and referrals for client, and ongoing reporting of client progress to the referring probation officer.
- Recruit, train, and administratively supervise other resource-related positions to provide ongoing support and services to clients referred to the CARE program by Probation. Volunteers will be trained and held accountable to both Community Justice Services and Colorado Judicial Probation Department policies and procedures. The Navigator will assign referred clients to the volunteers based on availability and client need.
- Provide support to clients (adults and juveniles) in the process of finding, obtaining, and maintaining employment or education. Such support shall include training and coaching on how to access employment recruitment sites, finding vocational training and/or educational opportunities, completion of applications and development of resumes, interview preparation and support in developing networking skills.
- Assist clients in obtaining Medicaid coverage.
- Obtain appropriate releases of information from referred clients to enable the sharing of client information with Probation.
- Develop and maintain a network of community resources for clients referred by Probation. The Navigator shall create a directory of these resources, as well as outreach work to create and maintain programmatic ties between the program and the community resources. Community partners that are anticipated to be part of this network include, but are not limited to, Boulder County Community Justice Services, Boulder County Workforce, Boulder County Human Services, Boulder Food Share, Boulder Valley and St. Vrain School Districts, Boulder Housing Partners, Mental Health Partners, the University of Colorado, restorative justice programs, community religious institutions, and social identity support groups.
- Provide resources to referred clients in support of prosocial activities.
- Support clients with parenting resources, education, and assistance.
- Develop in-house programs or sustainable referral resources to support and maintain client life-skill capacity, including parenting skills, food preparation and cooking, household maintenance, community navigation and fiscal management.
- Document all services provided to clients in Probation's case management system.
- Track utilization through a basic Excel file that will be provided by Probation.
- Attend Probation meetings as invited.

### **POSITION 3: BILINGUAL RESOURCE NAVIGATOR**

The Bilingual Resource Navigator position will provide the Department with direct support to monolingual Spanish-speaking and non-English-speaking Probation clients experiencing challenges in obtaining access to resources, benefits, and other social system supports. These resources and supports are intended to be part of a sustainable and ongoing system of client supports and resources in order to resolve gaps in the resources that are provided to the referred clients. Contractor will supervise this position through its SAMH Coordinator.

The Bilingual Navigator shall provide the Department with the following services:

- Develop a deep familiarity with resources available in the community for monolingual Spanish-speakers.
- Create direct relationships with cultural brokers in community agencies and engaging probationers in these relationships.
- Coordinate with the Resource Engagement Coordinator to expand existing resources.
- Monitor outcomes to evaluate the efficacy of this program.
- Provide support to clients (adults and juveniles) in the process of finding, obtaining, and maintaining employment or education. Such support shall include training and coaching on how to access employment recruitment sites, finding vocational training and/or educational opportunities, completion of applications and development of resumes, interview preparation and support in developing networking skills.
- Provide resources to referred clients in support of prosocial activities.
- Support clients with parenting resources, education, and assistance.
- Develop in-house programs or sustainable referral resources to support and maintain client life-skill capacity, including parenting skills, food preparation and cooking, household maintenance, community navigation and fiscal management.
- Document all services provided to clients in Probation's case management system.
- Track utilization through a basic Excel file that will be provided by Probation.
- Attend Probation meetings as invited.

**POSITION 4: BILINGUAL RESOURCE AID**

The Bilingual Resource Aid position will provide the Department with direct support to the Bilingual Resource Navigator and probation officers serving monolingual Spanish-speaking and non-English-speaking Probation clients experiencing challenges in obtaining access to resources, benefits, and other social system supports. These resources and supports are intended to be part of a sustainable and ongoing system of client supports and resources in order to resolve gaps in the resources that are provided to the referred clients. Contractor will supervise this position through its SAMH Coordinator.

The Bilingual Aid shall provide the Department with the following services:

- Develop a deep familiarity with resources available in the community for monolingual Spanish-speakers.
- Create direct relationships with cultural brokers in community agencies and engaging probationers in these relationships.
- Coordinate with the Resource Engagement Coordinator to expand existing resources.
- Monitor outcomes to evaluate the efficacy of this program.
- Provide support to clients (adults and juveniles) in the process of finding, obtaining, and maintaining employment or education. Such support shall include training and coaching on how to access employment recruitment sites, finding vocational training and/or educational opportunities, completion of applications and development of resumes, interview preparation and support in developing networking skills.
- Provide resources to referred clients in support of prosocial activities.
- Support clients with parenting resources, education, and assistance.
- Develop in-house programs or sustainable referral resources to support and maintain client life-skill capacity, including parenting skills, food preparation and cooking, household maintenance, community navigation and fiscal management.
- Document all services provided to clients in Probation's case management system.
- Track utilization through a basic Excel file that will be provided by Probation.
- Attend Probation meetings as invited.

## **Revised Exhibit B Compensation & Payment Schedule**

**B-1. Compensation for Services:** Contractor shall be compensated a monthly total, not to exceed \$22,500.00 per month, for the performance of services identified in Revised Exhibit A. The annual fee breakdown per position shall be as follows:

- Substance Use and Mental Health Care (SAMH) Coordinator - \$78,123
- Resource Engagement Coordinator - \$70,000
- Bilingual Resource Navigator - \$61,877
- Bilingual Resource Aid - \$60,000

**B-2. Reimbursable Expenses & Additional Charges:** No reimbursable expenses are allowed as a part of this Agreement. No additional charges may be made by Contractor for language interpretation, fees, travel expenses, mileage, or any other expenses. If after compensation for services is met any dollars remain this can be applied to support transportation services for clients, totals not to exceed the contracted amount

**B-3. Payment Schedule:** Contractor shall initiate payment requests monthly by submitting invoices to Probation no later than the 5th business day after each month in which services are provided, except that an invoice for services provided in the month of June must be delivered by the third day of July.

**B-4. Total Amount Payable:** The total amount payable under this Agreement, for the initial term and all optional terms, shall not exceed \$270,000.00.