

## Contract Amendment #7

### Signature and Cover Page

|   |                                     |
|---|-------------------------------------|
| State Agency  | Original Contract Number            |
| Colorado Department of Human Services   | 23 IBEH 175212                      |
| Behavioral Health Administration  | Amendment Contract Number           |
| Contractor  | 25 IBEH 196802                      |
| City & County Colorado for the use and benefit of   | Contract Performance Beginning Date |
| City & County of Denver Sheriff's Department  | August 29, 2022                     |
| Current Contract Maximum Amount   | Current Contract Expiration Date    |
| <b>Initial Term</b>   | June 30, 2026                       |
| State Fiscal Year 2023 \$1,316,842.76   |                                     |
| <b>Extension Terms</b>  |                                     |
| State Fiscal Year 2024 \$1,410,000.00   |                                     |
| State Fiscal Year 2025 \$1,254,000.00   |                                     |
| State Fiscal Year 2026 \$0.00*  |                                     |
| <p>*Any amount paid as a result of Holdover Letter 26 IBEH 196589 prior to execution of this Amendment shall be deducted from Contract maximum Amount.</p>  |                                     |
| <p>*An appropriation for county organizations for the Jail Based Behavioral Health program General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$16,241,451 subject to available funds which are split among other Jail based vendors. See Exhibit A: Part 1, General Administration, Article 3, paragraph 1.3.5 and paragraph 1.3.6 General Accounting Encumbrance (GAE).</p> |                                     |
| Total for All State Fiscal Years \$3,980,842.00   |                                     |

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Signature page begins on next page.

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### **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.

Contractor  
City & County Colorado for the use and  
benefit of City & County of Denver Sheriff's  
Department  
See attached City and County of Denver  
Signature Page

State of Colorado  
Jared S. Polis, Governor  
Colorado Department of Human Services  
Michelle Barnes, Executive Director

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By: Mike Johnson, Mayor

Date: \_\_\_\_\_

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By: Dannette R. Smith, Commissioner  
Behavioral Health Administration

Date: \_\_\_\_\_

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below  
by the State Controller or an authorized delegate.

State Controller  
**Robert Jaros, CPA, MBA, JD**

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By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: \_\_\_\_\_

## **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 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 or July 1, 2025, whichever is later and shall terminate on the termination of the Contract.

## **4. Purpose**

In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the city & County of Denver Jail.

The Purpose of this amendment is to extend the contract for another year and update and replace the following exhibit with the most current version for Fiscal Year 2026: the Exhibit A-3, Statement of Work and the Exhibit B-6, Budget.

## **5. Modifications**

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. REPLACE Exhibit A-3, Statement of Work, with Exhibit A-4, Statement of Work, attached and incorporated by reference.
- D. ADD Exhibit B-7, Budget, attached 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.

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# Exhibit A-4 - Statement of Work

## Jail Based Behavioral Health Services (JBBS)

FY26

### Definitions and Acronyms

The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jails:

**“Agonists”** are substances that mimic the actions of a neurotransmitter or hormone to produce a response when it binds to a specific receptor in the brain. Opioid drugs, for example heroin and methadone, are agonists that produce responses such as ‘liking’, analgesia and respiratory depression.

**“Antagonists”** are chemical substances that bind to and activate certain receptors on cells, causing a biological response. Oxycodone, morphine, heroin, fentanyl, methadone, and endorphins are all examples of opioid receptor agonists

**“Behavioral Health Administration”**, or the BHA, is a cabinet member-led agency, housed within the Colorado Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs.

**“Bridges Program/Court Liaison”** means an individual employed or contracted with the State Court Administrator’s Office (SCAO) to implement and administer a program that identifies

and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems. Additional information can be found by searching Bridges, on the website below:

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridges>

**“Case Manager”** assists in the planning, coordination, monitoring, and evaluation of

services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness.

**“Certified Addiction Specialist” (CAS)** is a professional who has specialized training and experience in treating substance use disorders. CASs work with clients to develop treatment plans and help prevent relapse. The CAS is a comprehensive certification for the provision of treatment in the addictive disorders, which includes specialty areas in alcoholism, drug addiction, eating disorders, gambling addiction, and sexual addiction.

**“Certified Addition Technician” (CAT)** is a professional who works with people struggling with substance use disorders. They provide support and help clients and their families understand addiction and recovery. A CAT certification requires courses such as addiction counseling skills, case conceptualization and documentation.

**“Colorado Department of Regulatory Agencies” (DORA)** is the state's umbrella regulatory agency, charged with managing licensing and registration for multiple professions and businesses, implementing balanced regulation for Colorado industries, and protecting consumers.

**“Contractor”** refers to the County Sheriff’s Department that contracts for JBBS services through the BHA.

**“Critical Incidents”** are incidents or significant events involving a JBBS client that are of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff. CI’s involving a JBBS client must be reported to the BHA within 48 hours of the event occurring. The assigned JBBS program manager should also be notified. This form can be found at: <https://docs.google.com/forms/d/e/1FAIpQLSe5nHwUJZe3NoPAYr-hH0WuZxqOYGp9kZtg1aLFZcwwHwCtQ/viewform>

**“GAIN 3.2”** is the Global Appraisal of Individual Needs Assessment, version 3.2. This is the BHA’s screening requirement for all participating JBBS programs.

**“Licensed Addiction Counselor” (LAC)**, is a behavioral health clinician who can provide co-occurring services. Clinicians should hold a Master’s degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects from a regionally accredited institution of higher learning.

**“Licensed Clinical Social Worker” (LCSW)**, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

**“Licensed Professional Counselor” (LPC)** is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the

provisions of the state of Colorado.

**“Long Acting Injectable” (LAI)** is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

**“Memorandum of Understanding” (MOU)**, is an agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action. Sheriff’s Offices participating in JBBS are required to have MOU’s in place with all JBBS subcontractors. Copies of these agreements must be provided to the BHA JBBS Program Managers.

**“Partial Agonists”** are opioids that activate the opioid receptors in the brain, but to a much lesser degree than a full agonist. Buprenorphine is an example of a partial agonist.

**“Presentence Coordinator”** provides screening, assessment and case management services to those in custody, with the primary focus being on individuals who have repeated arrests in a calendar year. This person should be meeting with individuals to address intervention needs, transition planning and resource navigation, and should work collaboratively with individuals, colleagues, community resources and partners to create unique and individual plans that best address each client’s needs.

**“Regional Accountable Entity” (RAE)** is responsible for building and supporting networks of providers, monitoring data and coordinating members’ physical and behavioral health care. JBBS staff are encouraged to work with the RAE in their regions.

**“Subcontractor”** is any entity the Contractor chooses to partner with in order to provide JBBS services.

## PART ONE - GENERAL PROVISIONS

### Article 1

#### General Administration

**1.1.1 Overall Goal.** The overall goal of the JBBS program is to work towards improving the health outcomes of the individuals served, along with reducing recidivism.

**1.1.2 Program Administrator.** The Contractor shall select a JBBS Program Administrator,

identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's contact information must be communicated via email to the Behavioral Health Administration within one business day of change to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us). BHA prefers a staff person from the Sheriff's Department shall assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall attend JBBS Quarterly Meetings, Round Tables, Learning Communities and other meetings as required, and shall oversee the JBBS Program and its operations. The Program Administrator must also notify JBBS Program Manager(s) to any change in personnel. BHA recommends the Sheriff's Department account for this administrative position in their annual budget.

**1.1.3 JBBS Program Coordination Group.** The Contractor shall develop a process for implementing a Program Coordination Group within the facility to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) shall be available to attend periodic program coordination group meetings for technical assistance, contract management, and support based on agency needs. BHA reserves the right to record JBBS meetings as necessary.

The Program Coordination Group shall:

- a. Oversee program implementation
- b. Make training recommendations
- c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work
- d. Ensure program effectiveness and performance is measured by specific client-centered health outcomes and reflected in the data collected
- e. Resolve ongoing challenges to program effectiveness
- f. Inform agency leaders and other policymakers of program costs, developments, and progress
- g. Develop policies and procedures to ensure clinical staff have the resources and support required for service provision.

**1.1.4 Subcontractors.** The JBBS Program requires a subcontract or a MOU be in place for any and all subcontractors. See Exhibit C, Miscellaneous Provisions, Section II for



requirements regarding the use of subcontractors.

**1.1.5 Audits.** Participation in regular audits may be

Required by participants. Clinical and financial documentation shall be made available when requested for onsite or virtual review by the Behavioral Health Administration, in addition to the location(s) where post-release treatment services are being provided.

**1.1.6 Recovery Support Services.** JBBS encourages those involved in substance abuse and, or mental health treatment to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services including, but not limited to, clothes, transportation, food, emergency housing assistance, medical assistance, and/or basic hygiene items that will assist in stabilizing the individual in the community.

**1.1.7 Cultural Competency.** The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at <https://thinkculturalhealth.hhs.gov/clas/standards>. The Contractor shall also make reasonable accommodations to meet the needs of Individuals who are physically challenged, deaf or hearing impaired, or blind.

**1.1.8 Medication Consistency.** The Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by BHA in collaboration with HCPF in accordance with SB 17-019. The Psychotropic Medication Formulary is available to all jails and is updated annually in accordance with the P&T Committee through the Department of Healthcare Policy and Financing. This committee shall, among other things:

1. Review drugs or drug classes selected by the Department.
2. Consider drug safety and efficacy and other review criteria requested by the Department.
3. Make clinical recommendations on drugs or drug classes.
4. Perform any other act requested by the Department necessary for the development and maintenance of the Preferred Drug List as described in 10 C.C.R. 2505-10, Section 8.800.

5. Meet, at a minimum, quarterly at the discretion of the Department or the P&T Committee.

The psychotropic formulary drug classes shall be reviewed on an annual basis and all updates shall be reflected by March 15. The updated version of the formulary shall be available to county jails thereafter. Jails shall utilize the Psychotropic Medication Formulary as guidance for prescribing such medications to individuals in the carceral setting. As requested by BHA, Contractor shall provide a copy of any additional medication formularies utilized in the jail to ensure medication consistency. A copy of the BHA and HCPF formulary is available on the BHA Medication Consistency Page at <https://bha.colorado.gov/behavioral-health/medication-consistency>. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See Exhibit B, Budget and Rate Schedule for a list of covered medications.

- a. JBBS may use their discretion to consider paying for a client's psychotropic medication with approval from the assigned program manager with proof of program enrollment (ie; completed GAIN assessment).

**1.1.9 Crisis Intervention** is allowable for JBBS providers, while working in the jail during their shift to support therapeutic mental health interventions (including crisis services) as they occur. Crisis Intervention shall not interfere with current JBBS services actively being administered, but shall be utilized in the event an individual is experiencing a crisis.

## Article 2

### Confidentiality and HIPAA / 42 CFR Part Two

#### **1.2.1 HIPAA Business Associate Addendum / Qualified Service Organization**

**Addendum.** The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, Exhibit D of this Contract.

#### **1.2.2 Third Parties and Business Associate Addendum / Qualified Service Organization**

**Addendum.** The Contractor shall require all third parties, including subcontractors or other partner agencies completing work pursuant to this contract, agree to the most recent CDHS

version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in Exhibit D of this Contract. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum shall be required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies. Copies of all JBBS subcontracts must be provided to BHA within 30 days of the agreements being signed.

**1.2.3 Information Sharing.** For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, participating in the JBBS program, Contractor shall share patient-specific mental health health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care. All information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.

**1.2.4 Additional Measures.** The Contractor shall agree to the following additional privacy measures:

- a. Safeguards. The Contractor shall take appropriate administrative, technical, and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.
- b. Confidentiality. The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement. It is recommended that participating jails have a universal ROI for JBBS clients to sign to ensure appropriate continuity of care.

### **Article 3**

#### **Financial Provisions**

**1.3.1 Cost Reimbursement / Allowable Expenses.** This contract is paid by cost reimbursement. The rate schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, be reviewed by the JBBS program manager, and shall not exceed any detail in the budget in this regard. Documentation of all monthly expenses is required to be submitted along with the invoice each month.

**1.3.2 Staff Time Tracking and Invoicing.** The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each program or funding stream. Any other funding sources or in kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices and supporting financial documents will be submitted to [cdhs\\_BHApayment@state.co.us](mailto:cdhs_BHApayment@state.co.us), by the 20th of the following month.

**1.3.3 Procurement Card.** Counties may consider the use of a procurement card to be used for expenses related to the JBBS program. The Contractor shall follow its county's internal guidance and policies for use of procurement cards.

**1.3.4 Other Financial Provisions,** including invoicing instructions are further defined in Exhibit C, Miscellaneous Provisions.

**1.3.5 General Accounting Encumbrance:** Payment to the Contractor shall be made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

**1.3.6** Total payments requested for State Fiscal Year 2026 must be summarized and included in every invoice. Yearly invoice totals for the State Fiscal Year 2026 must not exceed \$16,748,929 across all Contractors. This funding is subject to State approval and may be subjected to adjustments.

## PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

### Article 1

#### Purpose and Target Population

**2.1.1 Purpose.** The purpose of the Jail Based Behavioral Health Services (JBBS) Program is to support County Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

**2.1.2 Target Population.** The Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s) and, or individuals that are licensed, who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

### Article 2

#### Activities and Services

**2.2.1. Licensed Substance Use Disorder Treatment Requirements.**

- a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.
- b. Individual treatment providers who are providing clinical services must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c. Contractor shall implement policies and procedures on how the subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.
- d. Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and, or transition plan.
- e. Each individual's treatment or transition plan shall incorporate:
  - i. Summary of the continuum of services offered to individuals based on evidence based curricula.
  - ii. Frequency and duration of services offered.
  - iii. Description of how services are divided if an individual's treatment will be provided by more than one treatment provider/agency.
  - iv. The individual's natural communities, family support, and pro-social support.

## Article 3

### Standards & Requirements

**2.3.1 Authorizing Legislation and Description of Services.** The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of

Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

- a. Alcohol and drug screening, assessment, and evaluation.
- b. Alcohol and drug testing.
- c. Treatment for assessed substance abuse and co-occurring disorders.
- d. Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

**2.3.2 Level of Program Care.** Services offered by the Contractor hereunder shall meet ASAM Level 1.

## Article 4

### Data Reporting

**2.4.1** Contractor shall be required to report client information into databases selected by the Behavioral Health Administration. For SFY26, BHA has elected to use Civicore, owned and operated by “NeonOne”, and Chestnut Health Systems, Inc. (“Chestnut”), the sole provider of the GAIN (Global Appraisal of Individual Needs). Each agency’s user agreements must be in place with BHA and, or each individual jail. BHA reserves the right to change the client information databases at its discretion. Any such change will be announced ahead of time and shall provide further instructions regarding usage and user agreements.

**4.2.2** Data must reflect current enrollment of all program participants, along with the services provided, by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements shall be captured in the Civicore JBBS database, or other database as prescribed by BHA:

- a. A record for each individual who screened “positive” for a mental health disorder or substance use disorder; other screenings completed (including the GAIN 3.2 when required) and results thereof.

- b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
- c. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see Exhibit B for allowable medications.
- d. Number of individuals who successfully transition to community based services upon release.
- e. Program discharge outcomes and treatment status in the community after discharge.

**2.4.3** The Contractor shall respond to BHA's inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issues.

**2.4.4** The Contractor shall notify BHA of any staffing changes within 48 hours, as leaving an individual's database access shall be deactivated.

## Article 5

### Performance Measures

#### **2.5.1 Performance Measures.**

a. **Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community based treatment services upon release. If the individual is still receiving services upon release, by way of JBBS funds, Contractor or subcontractor shall continue to track these individuals in Civicore until that individual is no longer enrolled in the program. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor's Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:

- i. **Deceased** - In the event of death of the individual post-release.
- ii. **In Treatment** - Individual is engaged in community based treatment services as recommended in the transition plan.
- iii. **New Crime/Regressed** - Individual returned to jail for violations or



committed a new crime.

iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.

v. Not in Treatment - Individual is reported by the community based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.

vi. Status Unknown - Individual cannot be located.

vii. Treatment Completed - Individual has completed treatment as recommended in the transition plan.

b. Recidivism. JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach is intended to result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:

i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.

ii. "Recidivism" is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.

iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

## PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)

### Article 1

#### Purpose & Target Population

**3.1.1 Purpose.** The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment, and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach shall result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2023, there are JBBS programs in 48 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis, and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other County Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low cost services in the community.

**3.2.2 Target Population.** The Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s) or individuals that are licensed, who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

## Article 2

### Activities & Services

**3.2.1 Services.** Jails shall utilize evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

- a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.
- b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).
- c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.
- d. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
- e. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.

f. Complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment, and use the information obtained in this assessment to assist in the individual's treatment plan. The Contractor shall monitor and make reasonable efforts to ensure that all participants complete a GAIN assessment a minimum of every 90 days thereafter, to track progress. Other site-specific tools can be utilized in addition to the GAIN if this is a requirement of the Subcontractor's agency.

**3.2.2 Training and Meetings.** The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training shall provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA shall provide assistance with training the Medical Team staff regarding the MAT services and resources across the State.

- a. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, as scheduled by BHA.
- b. Program Meetings and Required Training: Program meetings and other required training shall be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

**3.2.3 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 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.

**3.2.4 Individualized Service Provision.** The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

## Article 3

### Standards and Requirements

**3.3.1 Mental Health Treatment Provider.** The subcontracted mental health treatment provider(s) or individual(s) must be licensed and in good standing with the Department of Regulatory Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

## PART FOUR - PRE-SENTENCE REENTRY COORDINATOR SERVICES

### Article 1

#### Purpose & Target Population

**4.1.1 Purpose.** In July 2019, the Behavioral Health Administration (BHA) was granted funds by the Correctional Treatment Fund Board for Pre-sentence Reentry Coordinator position(s) in select jails. This program shall provide services to individuals at county jails who are in need of behavioral health treatment and are on pre-sentence status.

The intention of this position is to enhance and improve care coordination for individuals in county jails with shorter incarcerations (actual length to be determined by individual jails), which may prevent them from receiving more meaningful, long term interventions by behavioral health treatment staff. This position shall be responsible for facilitating communication and collaboration between judicial and behavioral health systems.

**4.1.2 Target Population.** Adults 18 years of age and older, that are residing in the jail awaiting sentencing. Priority should be given to those identified to be a high jail utilizer (three or more arrests in a year).

## Article 2

### Activities & Services

**4.2.1 JBBS Pre-Sentence Reentry Coordinator Services.** The Contractor shall refer individuals to behavioral health services, after the booking process is complete and specific needs of the individual are identified, to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system. Below is a list of services Contractor shall provide:

- a. Behavioral Health Screening: The Contractor shall coordinate with the existing jail processes to identify the population that will have a shorter length of stay within the jail and who screen positive for a substance use disorders, co-occurring mental health and substance use disorders, and/or are identified to be a suicide risk.
- b. High Jail Utilizers: The Contractor shall identify individuals that have three or more arrests in the past year and shall be a priority population to receive services to target the needs.
- c. Brief Intake Assessment. The Contractor shall provide a brief intake to assess immediate behavioral health needs within 48 hours. BHA recommends using the Risk Need Responsivity Model  
[https://tools.gmuace.org/files/RNR\\_Practitioner\\_Pub\\_FINAL\\_2.12.13.pdf](https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf)
- d. Open Referral Process. The Contractor shall facilitate an open referral process with inmates where transitional resource packets are shared, reviewed and completed. The JBBS Pre-sentence Reentry Coordinator shall make referrals and coordinate services with licensed or certified behavioral health professionals, prior to the release of an inmate, to ensure continuity of care. The JBBS Pre-Sentence Reentry Coordinator shall make referral appointments based upon need and provide the appointment date to the individual before release.
- e. Intervention/Therapy. The Contractor shall offer brief intervention and/or therapy to inmates as necessary.
- f. Coordinate Referral Information. The Contractor shall coordinate with community entities as applicable (i.e., pre-trial, probation, community corrections, therapeutic communities) to ensure the supervision entities are made aware of the individual's assessed needs and scheduled appointments.

#### **4.2.2 Service Provision.**

a. A report of high jail utilizers shall be run every five to seven days. Based on this list, JBBS staff shall review those who would not qualify for pre-sentence reentry coordination services. This may include, but is not limited to, the Department of Corrections holds, out of county warrants, and serious violent crimes.

b. Once the list is reviewed, the PSC shall meet with those individuals to identify their needs. The Risk-Need Responsivity Simulation Tool shall be utilized as recommended by BHA.

[https://tools.gmuace.org/files/RNR\\_Practitioner\\_Pub\\_FINAL\\_2.12.13.pdf](https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf)

c. Based on the information gathered through this tool (and other information where applicable), the presentence coordinator shall create a discharge packet to be given to the individual upon their release.

d. A discharge plan shall include, but is not limited to, referral or resource information for the following categories: mental health services, medication, substance abuse services, medication assisted treatment, health care/medical services, benefits, food, clothing, transportation, housing, identification needs, employment, and disability income resources.

e. If the individual wants their discharge plan shared with any of the referral community agencies, they shall be required to sign a release of information.

f. If an individual is sentenced, the presentence coordinator shall assist them with appointments in the community prior to their release. This may include working with attorneys, probation officers, or parole officers to gain acceptance to sober living or treatment programs. If a client reports opiate use, they shall be referred to medical for the appropriate MAT services.

g. Seek partnerships with the Regional Accountable Entity (RAE) to ensure referrals are made in a timely manner with community treatment providers.

**4.2.3 Data Accessibility.** The Pre-Sentence Reentry Coordinator position shall be given access to, receive training on, and be able to utilize the data in the Jail Management System (JMS) in order to target the high jail utilizers.

**4.2.4 Data Entry.** All discharge plans/notes shall be entered under the services tab as “Community Resources and Access”. Any additional follow up shall be entered under the

services tab utilizing the drop down option that most closely represents what services are being provided.

## PART FIVE - MEDICATION ASSISTED TREATMENT

### Article 1

#### Purpose & Target Population

**5.1.1 Purpose.** Medication Assisted Treatment involves the treatment of individuals with substance use disorders who come into contact with the criminal justice system. Jails that receive funding through the jail-based behavioral health services program are to allow medication-assisted treatment to be provided to individuals in the jail. Jails must have services involving consideration for Fentanyl or Carfentanil related substances, and provide 8 mg of Naloxone at release (this can be two 4mg Narcan or one 8mg Kloxxado). The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-Assisted Treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

**5.1.2 Target Population.** Adults 18 years of age and older, residing in county jail(s).

### Article 2

#### Activities & Services

**5.2.1 Provision of Medication-Assisted Treatment.** Contractor shall hire MAT providers to support MAT programs in their facility. MAT treatment includes development and implementation of medication-assisted treatment, approval of prescribers by the United



States Drug Enforcement Agency, other appropriate withdrawal management care, and assistance with identifying bulk purchasing opportunities for necessary services. The facility shall offer medication approved by the federal Food and Drug Administration that are approved to treat opiate use disorder, which must include agonists, partial agonists, and antagonists, to a person in custody with an opiate use disorder. The person, in collaboration with the treating provider, shall be given a choice concerning what medication is prescribed, based on the facility's medication formulary. The Contractor or designee, shall be responsible for documenting individual-level MAT services provided, including date of service, type of service, duration of service, specific MAT medication provided, frequency of dosage, and any additional applicable information. Contractors engaging in MAT treatment shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

- a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy shall be provided to the BHA by June 15.
- b. Identify program appropriate individuals via evidence based screening.
- c. Link persons with a community based clinical care provider.
- d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- e. Provide patient education surrounding SUD and the types of treatment available in their community.
- f. Develop and routinely review individualized treatment plans.
- g. Have fentanyl related considerations for withdrawal management.
- h. Provide overdose reversal medication at release (this can be two 4mg Narcan or one 8mg Kloxxado).

**5.2.2 Allowable Expenses.** The following are allowable expenses in the provision of MAT services, reimbursable in accordance with the BHA-approved rate schedule or prior authorization from JBBS Program Manager. For a full list of allowable medications, please see the "medications" section in Exhibit B.

- a. Fee for service agreements with Contractors for treatment, medical staff, and medications.
- b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone or Kloxxado.

- c. DEA licensing services.
- d. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both sworn and civilian positions.
- e. Facility and equipment upgrades related to MAT, per JBBS program manager approval.
- f. Training and staff development for MAT. Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.
- g. Technical assistance.
- h. Training services for jail staff as it relates to MAT.
- i. Consultation services for jail staff and community providers as it relates to MAT.
- j. Advertising, marketing or public relation services regarding MAT services.
- k. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail.
- l. Translation services for those receiving MAT services when needed.
- m. Delivery of MAT medications.
- n. Community re-entry services as related to MAT services.

## Article 3

### Standards and Requirements

#### 5.3.1 Program Policies and Plans.

- a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Six, Article 1.5.
- b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.
- c. Jails shall provide a plan to BHA by December 31 detailing the sustainability of their respective MAT programs beyond the fiscal year or when funds are fully expended. This plan shall include how the jail will continue to provide MAT services and the expected funding sources. Counties are encouraged to use county funding available

from a settlement or damage award from opiate-related litigation to support jails in complying with the requirements of this section.

### **5.3.2 License Requirements.**

- a. Providers licensed as an Opioid Treatment Program (OTP) shall adhere to various elements and sections of 2 CCR 502-1 Behavioral Health Rules including but not limited to 21.320 Opioid Treatment Programs (OTP) and 21.300 Licensing of Substance Use Disorder Programs Using Controlled Substances.
- b. All BHA-licensed agencies (including OTPs) storing and dispensing from stock controlled substances for the purpose of treating a substance use disorder or withdrawal from a substances use disorder shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

**5.3.3 Level of Program/Care.** OTPs seeking a Controlled Substance License must also apply for approval to operate as a Behavioral Health Entity (BHE), identifying which ASAM level of care they will choose to operate at and follow BHA regulatory guidelines that define that level of care within 2 CCR 502-1.

## **PART SIX - JBBS PROGRAM DELIVERABLES**

### **Article 1**

#### **6.1.1 Deliverables for All JBBS Programs**

- a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor shall design a work plan based on the five criteria listed below. The Annual Work Plan shall specify the following information for each service in which the Contractor shall participate in. See JBBS Work Plan Template at the end of this document.
- b. Quarterly Survey. The Contractor shall submit to the State responses to the JBBS Quarterly Survey. The survey shall be sent to the Contractor on or around the 15th of the month, following the end of the previous quarter. Responses shall be due to the state one month after receipt of the survey. The first quarter shall be July, August, and September. The second quarter shall be October, November, and December. The

third quarter shall be January, February, and March. The fourth quarter shall be April, May, and June.

c. JBBS Database Reporting.

- i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL: <https://fw.civicore.com/jbbhs> or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

d. Data Entry shall include:

- i. Basic individual demographic and working diagnosis information.
- ii. Booking date (date that the individual was booked into jail).
- iii. Screening date.
- iv. Client eligibility for JBBS services.
- v. Whether or not the client declined JBBS services.
- vi. Whether or not the client was released from the facility before being admitted to JBBS.
- vii. Admission date (date the individual was formally admitted to the program or when they began receiving JBBS services).
- viii. Whether or not the client was enrolled in JBBS in another facility and, if so, which facility, the reason for re-arrest, and the contributing factor for re-arrest.
- ix. Whether or not the client was discharged from JBBS services.
- x. Whether or not the client was released from jail.
- xi. Discharge date. BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
- xii. Discharge type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). If it is an unsuccessful discharge, the reason for the unsuccessful discharge.
- xiii. Primary diagnosis and secondary diagnosis (if applicable).
- xiv. Screening results: whether or not GAIN 3.2 was completed, TBI screening, and if the client has ever been diagnosed with a traumatic brain injury.

xv. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.

xvi. Individual-level services provided (date of service, type of service, duration of service, and any additional information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).

xvii. Date, duration, and participants who attended for treatment or case management group sessions.

xviii: The contractor shall utilize the *Health Information Exchange* platform (if available in the jail) that serves to provide an additional relevant source of longitudinal health data that can inform & support better treatment options, coordination of care and a better understanding of the whole health of each individual so they can provide the safest and most effective treatment recommendations.

e. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

i. Encounters are due by the last business day of each month for all services provided during the previous month.

ii. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.

iii. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services. See the latest version of the Finance & Data Protocol #1 Special Studies Codes and Eligibility for more details: [Treatment Management System](#)

f. Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

g. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client is documented and shared with the Behavioral Health Administration via an

encrypted email to cdhs\_jbbs@state.co.us, within 24 hours of the time the incident occurs. The Contractor shall include this reporting requirement in all subcontractor agreements. The contractor shall submit all critical incidents utilizing the Critical Incident Form Template:

[Critical Incident Form Template](#)

- h. Copy of Proposed Subcontract. The Contractor shall provide to BHA a copy of all subcontracts between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs\_jbbs@state.co.us within 30 days of subcontract execution. The subcontract shall be evaluated to ensure it is in compliance with the requirements outlined in this contract. .
- i. Site Visits. The JBBS Program Manager(s) may conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.
- j. Monthly Contract Monitoring Tool (MCMT). The MCMT shall be sent to the Contractor on or around the 1st of the month. The Contractor shall submit a completed contract monitoring tool no later than the 20th of the month with the prior month's information.
- k. Plan of Action. Contractors who do not meet the required deliverables , for which they have been provided funding, may be asked to submit a plan of action to improve program performance.
- l. Monthly BHA Invoice. Invoices shall be submitted to cdhs\_bhpayment@state.co.us by the 20th of the following month. One month's expenses are allowed per invoice. Supporting financial documentation shall be required to be submitted along with the invoice (e.g. Amazon receipts, payroll documentation, evidence of JBBS enrollment if paying for mental health medications, WalMart receipts, subcontractor invoices, MAT delivery documentation, etc.).
- m. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), the Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding may result in reduction in the current year budget.
- n. Behavioral Health Screenings:
  - i. JBBS staff are required to complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment. If using a paper version of the assessment, results of that

assessment need to be entered into the Chestnut Health Systems website within 15 calendar days of completion of the assessment.

#### 6.1.2 Additional Deliverables Related to Medication-Assisted Treatment

- a. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA with the most current policy for their intended MAT service delivery method, via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) by June 15.
- b. Work Plan. Contractors with ongoing MAT programs shall submit the work plan by June 15 annually for the upcoming state fiscal year (beginning July 1).
- c. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields. Data shall be entered in the JBBS (Civcore) database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.
- d. Medication Compliance. The Contractor shall report to BHA the number of individuals who have engaged in MAT services under the JBBS umbrella, who have successfully transitioned to a provider for further treatment or ongoing evaluation for MAT services, including community-based or Department of Corrections settings.

**Table 1**

Below is the deliverables table required by BHA for each JBBS related service.

| Program | Deliverable                                  | Due Date                                | Responsible Party | Deliver to   |
|---------|--|---|-------------------|--|
| All     | Send BHA copies of all proposed subcontracts | Within 30 days of contract being signed | Contractor        | <a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a> |

|     |   |  |  |  |
|-----|---|--|--|--|
| All | Provide work plan                                   | June 15, 2025  | Contractor                             | cdhs_jbbs@state.co.us                  |
| All | Submit BHA invoice & supporting financial documents | By the 20th of the following month   | Contractor                             | cdhs_bhapayment@state.co.us            |
| All | Submit monthly contract monitoring tool             | By the 20th of the following month   | Contractor                             | Completed via Google form              |
| All | Report critical incidents                           | Within 24 hours of incident  | Contractor                             | cdhs_jbbs@state.co.us                  |
| All | Provide JBBS quarterly survey                       | Ongoing, Responses will be due to the state one month after receipt of the survey. | Contractor                             | Completed via Google form              |
| All | Site Visits   | Ongoing / As Needed  | BHA                                    | Locations TBD                          |
| All | Program specific data                               | Ongoing  | Contractor or designated subcontractor | Civcore database & GAIN 3.2 Assessment |



|     |  |               |  |   |
|-----|--|---------------|--|---|
| All | Workgroup attendance                             | Ongoing       | Contractor, subcontractors, clinicians | Virtual formats - invites will be provided by JBBS program managers |
| MAT | Provide jail MAT program policies and procedures | June 15, 2025 | Contractor                             | cdhs_jbbs@state.co.us   |

## JBBS Work Plan Template

### 1. Identify the Project Name, Purpose and Timeline

- i. The Project Name will be JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, or JBBS/Medication Assisted Treatment (MAT).
- ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
- iii. The Timeline will be July 1, 2025 - June 30, 2026

### 2. Put Your Work Plan Into Context

- i. This should include an introduction and background of the facility's JBBS program.
- ii. Write an introduction and background to better outline why you need this project to happen. Creating context and establishing the problem, helps explain why you need the solution. Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc...
- iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc...

iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.

**3. Establish Your Goals and Objectives.** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:

- i. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
- ii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
- iii. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
- iv. What security protocol and reporting requirements are expected from the treatment provider?
- v. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
- vi. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?
- vii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

**4. Define and Coordinate Your Resources:**

- i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
- ii. Describe how you plan to link offenders with community services

upon their release from custody.

**5. Understand Your Constraints:** Are there any obstacles that are going to get in the way of providing these services?

- i. Examine if there are any barriers to treatment within the jail? Within the community?
- ii. If so, it is possible to address these and, if so, how do you plan to do that?

**6. Discuss Risks and Accountability:** Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.

- i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.
- ii. The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended.



# **COLORADO** Behavioral Health Administration

## **EXHIBIT B-7, FY26 BUDGET AND RATE SCHEDULE**

|                    |      |
|--------------------|------|
| <b>BHA Program</b> | JBBS |
|--------------------|------|

|                      |                                |
|----------------------|--------------------------------|
| <b>Agency Name</b>   | City & County of Denver        |
| <b>Budget Period</b> | July 1, 2025 - June 30, 2026   |
| <b>Project Name</b>  | Jail Based Behavioral Services |

|                               |  |
|-------------------------------|--|
| <b>Program Contact, Title</b> | Salvatore Pillitteri, Contract Admin   |
| <b>Phone</b>                  | 720-913-7461   |
| <b>Email</b>                  | <a href="mailto:salvatore.pillitteri@denvergov.org">salvatore.pillitteri@denvergov.org</a> |
| <b>Fiscal Contact, Title</b>  | Laura Brown, St. Accountant  |
| <b>Phone</b>                  | 720-913-4104   |
| <b>Email</b>                  | <a href="mailto:laura.brown@denvergov.org">laura.brown@denvergov.org</a>                   |
| <b>Date Completed</b>         | 3/25/2025  |

| SERVICE CATEGORIES   |                           |             |
|--|---------------------------|-------------|
| General Accounting Encumbrance   | Funding Source            | Total       |
| JBBS Substance Use Disorder Treatment Services Statewide   | State Reappropriated Fund | \$9,000,000 |
| JBBS Mental Health Treatment Services Statewide  | State General Fund        | \$7,241,451 |
| The amounts above are the total funding available statewide in the General Accounting Encumbrance. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds. |                           |             |

| JBBS RATE SCHEDULE   |  |
|--|--|
| <b>Statewide Maximum Salaries (BHA will reimburse salaries up to the state maximum)</b>  |  |
| Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum. |  |
| Licensed Professional Counselor (LPC)  | \$74,140/year  |
| Licensed Clinical Social Worker (LCSW)   | \$99,009/year  |
| Licensed Addiction Counselor (LAC)   | \$61,394 /year   |
| Certified Addiction Specialist (CAS)   | \$55,729/year  |
| Certified Addiction Technician (CAT)   | \$42,240/year  |
| Case Manager   | \$50,203/year  |
| Presentence Coordinator  | \$60,850/year  |
| JBBS Program Administrator (full time position)  | \$92,000/year  |
| JBBS Program Administrator (hourly)  | \$44.00/hour   |
| Data Entry Clerk   | \$41,760/year  |
| Peer Support Specialist  | \$43,136/year  |
| Qualified Medication Administration Professional (QMAP)  | \$15.97/hour   |
| * Physician Assistant (PA)   | \$60.77/hour   |
| * Registered Nurse   | \$42.83/hour   |
| <b>*These positions must directly benefit JBBS program participants and should be billed hourly</b>  |  |
| <b>Travel</b>  |  |
| Mileage reimbursement rate   | \$0.70/mile  |
| <b>Operating Expenses</b>  |  |
| Maximum total percentage of contract budget  | 15%  |
| <b>Indirect Expenses</b>   |  |
| Maximum total percentage of contract budget  | 15%  |
| <b>BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA</b>   |  |
| RECOVERY SUPPORT SERVICES  |  |
| Allowable Services   | Additional Notes   |
| Fees for ID cards and/or Birth Certificates  | 1 birth certificate and/or 1 ID card per client                                |
| Indigent Backpacks   | 1 per client   |
| Hygiene Items  | dependent upon need  |
| Bicycles   | May be provided if client is engaged in treatment services for 2 + months post |
| Bus Pass – Daily, Monthly  | dependent upon need  |
| Child Care   | 1 month limit per client, per child  |
| Clothing   | dependent upon need  |
| Cold Weather Gear (tents, coats, blankets)   | dependent upon need  |
| Educational Costs ( books, supplies, and fees)   | dependent upon need  |

|   |  |
|---|--|
| Emergency Housing/Rental Assistance   | 90 day limit per person  |
| Eyewear assistance  | Limit of \$400 per person (glasses OR contact lens)                        |
| Food Assistance   | dependent upon need  |
| GED Program / Testing   | \$174 per client   |
| Hearing assistance  | Limit of \$2000/device   |
| Job Placement Training  | dependent upon need  |
| Life Skills Training  | dependent upon need  |
| Medical Assistance – copays / infectious disease testing/ UA's / BA's   | Limit of \$250.00 per person   |
| Medications   | 30 day limit   |
| Personal Care (haircuts, eyewear, hearing aids, assistive devices)  | dependent upon need  |
| Phone Cards   | Limit of \$25.00 per person  |
| Pre-paid Cell Phones  | To be paid for upon release and after client attends 2 appointments in the |
| Printed Resources   | dependent upon need  |
| Transportation Assistance (Uber, Lyft)  | Limit of \$50 per person   |
| Transportation to Residential Treatment   | Out of state travel to treatment will need prior approval by BHA           |
| Utility Assistance  | 1 month limit per client   |
| <b>MEDICATIONS</b>  |  |
| <b>Medication reimbursement based on a) provider's established rate, b) jail purchase agreement rate, or c) in the absence of an established rate or jail purchase agreement rate</b> |  |
| <b>Jails are encouraged to seek bulk purchasing opportunities for medications</b>   |  |
| <b>All psychiatric medications must be approved by the BHA and proof of JBBS enrollment must be submitted along with monthly invoice</b>  |  |
| <b>MAT medications</b>  | <b>Maximum Allowable Reimbursement Rate</b>                                |
| Methadone   | \$126/week   |
| Naltrexone (Vivitrol) injectable- 380mg   | \$1700/injection   |
| 8 mg/0.16 mL Brixadi subcutaneous solution, ER  | \$456/injection  |
| 16mg/0.32mL Brixadi subcutaneous solution, ER   | \$490/injection  |
| 24 mg/0.48mL Brixadi subcutaneous solution, ER  | \$948/injection  |
| 32 mg/0.64 mL Brixadi subcutaneous solution, ER   | \$711/injection  |
| 64 mg / 0.18mL Brixadi subcutaneous solution, ER  | \$1,793/injection  |
| 96 mg / 0.27mL Brixadi subcutaneous solution, ER  | \$1,793/injection  |
| 128 mg / 0.36mL Brixadi subcutaneous solution, ER   | \$1,793/injection  |
| Sublocade (Buprenorphine ER) injectable   | \$2,000/injection  |
| Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg  | \$179/30 film  |
| Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg   | \$90/30 film   |
| Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg   | \$90/30 film   |
| Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg   | \$55/30 film   |
| Buprenorphine/naloxone sublingual tablet - 2mg-0.5mg  | \$63/30 tablets  |
| Buprenorphine/naloxone sublingual tablet - 8mg-2mg  | \$105/30 tablets   |
| <b>Overdose Reversal Medications</b>  |  |
| Narcan (4mg)  | \$45/ spray  |
| Kloxxado (8mg/0.1mL)  | \$140 / 2 spray  |
| Opvee (2.7mg/0.1mL)   | \$112 / 2 spray  |
| <b>Other Allowable Expenses (including but not limited to):</b>   |  |
| DEA Licensing services  |  |
| Staff Training  |  |
| Consulting services as it relates to MAT  |  |
| Medicaid Enrollment Assistance  |  |
| Test fees for licenses  |  |
| Translation services  |  |
| Delivery of MAT medications to the facility   |  |
| Telecommunication services  |  |
| Revised 3/19/25   |  |

\*Below is your total FY 2025-2026 Estimated Budget:

SUD Funds available: \$200,000

MH Funds available: \$200,000

Total JBBS Estimated Budget: \$400,000



**COLORADO**  
Behavioral Health  
Administration

## EXHIBIT C- BUDGET CORRECTION

May 14, 2025

To Whom It May Concern,

The purpose of this letter is to communicate your official **estimated** JBBS budget/spending plan for State Fiscal Year 2025-26 (July 1, 2025 through June 30, 2026). This letter takes the place of the prior letter dated, April 16, 2025, advising you of your FY26 budget allocation.

Below is your estimated total budget JBBS spending plan allocation for FY 2025-26:

SUD funds available: \$200,000

MH funds available: \$170,000

Total JBBS budget: \$370,000

Due to a legislative budget reduction, your budget/spending plan will be reduced to the amount listed above. I apologize for this inconvenience and assure you that we will be evaluating spending throughout the year to identify ways in which we might be able to fulfill your funding needs, if our budget allows such flexibility.

We look forward to our continued partnership. If you have any questions, please feel free to reach out to your JBBS Program Manager directly.

Thank you,

*Marc Condojani-BHA*

Marc Condojani  
Division Director, Adult Behavioral Health Continuum



**Contract Control Number:**

SHERF-202579383-07/ Parent: SHERF-202262959-07

**Contractor Name:**

STATE OF COLORADO, DEPARTMENT OF HUMAN  
SERVICES

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

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**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

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By:

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**Contract Control Number:**  
**Contractor Name:**

SHERF-202579383-07/ Parent: SHERF-202262959-07  
STATE OF COLORADO, DEPARTMENT OF HUMAN  
SERVICES

**SEE PAGE 2 FOR STATE SIGNATURES**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)