

**ORDINANCE/RESOLUTION REQUEST**

Please email requests to the Mayor’s Legislative Team

at [MileHighOrdinance@DenverGov.org](mailto:MileHighOrdinance@DenverGov.org) by **11 a.m. Monday**. Contact the Mayor’s Legislative team with questions

Date of Request: 08/22/2023

Please mark one:  Bill Request or  Resolution Request

**1. Type of Request:**

- Contract/Grant Agreement       Intergovernmental Agreement (IGA)       Rezoning/Text Amendment
- Dedication/Vacation       Appropriation/Supplemental       DRMC Change
- Other:

**2. Title:** (Start with *approves, amends, dedicates*, etc., include name of company or DSD and indicate the type of request: grant acceptance, contract execution, contract amendment, municipal code change, supplemental request, etc.)

Approves a new revenue grant agreement (**SHERF-202266238**) with the State of Colorado, Department of Human Services for restoration beds that serve court ordered individuals needing competency services at Denver Jail Facilities.

**3. Requesting Agency:**

Denver Sheriff Department

**4. Contact Person:**

Contact person with knowledge of proposed ordinance/resolution	Contact person to present item at Mayor-Council and Council
Name: Dr. Nikki Johnson	Name: Dr. Nikki Johnson
Email: <a href="mailto:nikki.johnson2@denvergov.org">nikki.johnson2@denvergov.org</a>	Email: <a href="mailto:Nikki.johnson2@denvergov.org">Nikki.johnson2@denvergov.org</a>

**5. General description or background of proposed request. Attach executive summary if more space needed:**

The Denver Sheriff Department will support the CDHS Mission to design and deliver high quality human and health services that improve the safety, independence, and well-being of the people of Colorado. DSD will provide up to 18 beds, for individuals court ordered to receive an evaluation of adjudicative competence or mental condition/sanity and restoration to competency services for individuals currently in the custody of the Denver City (DDC) and Denver County (DCJ) Jails. The contract will be inclusive of all costs of care and treatment included, but not limited to: appropriate security and supervision, transport, housing, and food.

**6. City Attorney assigned to this request (if applicable):**

McKenzie Brandon

**7. City Council District:**

City-Wide

**8. \*\*For all contracts, fill out and submit accompanying Key Contract Terms worksheet\*\***

*To be completed by Mayor’s Legislative Team:*

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## Key Contract Terms

**Type of Contract: (e.g. Professional Services > \$500K; IGA/Grant Agreement, Sale or Lease of Real Property):**

Grant Agreement > \$500K

**Vendor/DSD Name:**

State of Colorado, Department of Human Services, Office of Civil and Forensic Mental Health

**Contract control number:**

SHERF-202266238-00

**Location:**

Downtown Detention Center and Denver County Jail

**Is this a new contract?**  Yes  No **Is this an Amendment?**  Yes  No **If yes, how many?**

**Contract Term/Duration (for amended contracts, include existing term dates and amended dates):**

SHERF-202266238-00; 09/01/2023 – 06/30/2024; This Agreement

**Contract Amount (indicate existing amount, amended amount and new contract total):**

<i>Current Contract Amount</i> (A)	<i>Additional Funds</i> (B)	<i>Total Contract Amount</i> (A+B)
-	\$735,615.80	\$735,615.80

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>
-	1 year	06/30/2024

**Scope of work:**

**Provision of Services**

1. Referral and Admissions Process

- A. DSD shall accept referrals of Clients ordered by the courts for inpatient evaluation of competency or sanity/mental condition or found incompetent to stand trial and ordered to inpatient restoration for defendants in the jurisdiction of the DSD. Referrals must meet the basic criteria of the Denver Sheriff's Department classification system to be eligible for 22A housing, which are detailed below in the inclusion criteria:

- I. Inclusion Criteria:
- II. Male
- III. Active inpatient restoration to competency order or inpatient evaluation of competency order from the City and County of Denver
- IV. No active Level 1 special alerts regarding intensive special management (e.g must have a Sergeant present at all time, must have two officers and be handcuffed at all times)
- V. If a referred participant is classified to be separated from a current participant, this will be addressed on a case-by-case basis with CDHS. If two participants cannot be housed together for safety concerns (e.g., fighting, aggressive behavior), this will be addressed with CDHS and the

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participants will be temporarily separated until housing and placement issues are resolved. All efforts will be made to engage in mediation and keep patients in the treatment milieu.

- VI. DSD does not have a right of refusal for participant admissions to the Denver Restoration and Transition Unit if the above inclusion criteria are met.
- VII. Designated DSD staff will review the referral packet provided by CDHS and alert CDHS of any concerns within 24 hours of receipt.

B. For referrals from CDHS with an order from the court for an inpatient evaluation of competency or sanity/mental condition, the DSD shall provide services to these individuals while they await an evaluation from a state evaluator.

#### **4. Admission Coordination**

- 1. All admissions will be coordinated through the CDHS.  
Designated DSD staff will coordinate admissions with the CDHS Jail Based Evaluation and Restoration staff or delegate.
- 2. Upon admission, CDHS shall provide the following documents to DSD, as available:
  - I. The commitment order, including a specification of charges for which the individual is ordered to receive services
  - II. Any arrest reports prepared by the police department or other law enforcement agency
  - III. Any court ordered psychiatric examination or evaluation reports, including all competency evaluations leading to treatment in the program
  - IV. Records of any findings of prior mental incompetence.
- 3. On the day the referral is received from CDHS, a designated DSD staff shall log each new referral into its referral database and check the referral packet to ensure it includes all required information, as listed above. DSD staff shall inform the CDHS, if they have not received any of the above documentation.

#### **5. Discharge Coordination**

- 1. CDHS holds legal custody over clients within the DRTU program and is court-ordered to provide inpatient restoration services. CDHS is required to internally approve clients for discharge. Therefore, DSD cannot discharge any CDHS clients without clearance from CDHS.
- 2. If a client within the DRTU program was admitted with cases in multiple counties and subsequently has their Denver county case(s) close or dismiss, DSD shall consult with CDHS and determine appropriate placement, including remaining in the DRTU program. All discharges and transfers are the decision of CDHS.

#### **6. Transportation**

- 1. Any off site transportation needs related to medical care or legal proceedings will be the financial responsibility of the DSD.
- 2. All off-site patient movement must be coordinated prior to the movement with CDHS Jail Based Restoration Director or designee via encrypted email and/or phone. In the event of an emergency, any off-site patient movement must be communicated to CDHS as soon as possible and within the same business day and security staff should remain with the individual until the individual is returned to the facility.

#### **7. Pre-Admission Transition**

- 1. DSD shall establish relationships with all relevant internal departments to ensure understanding of the program purpose and functional differences, including the active role of CDHS.
- 2. DSD shall develop a list, including contact information, for the mental health, medical, as well as custody and control staff relevant to the DRTU program and disseminate to the CDHS. Any changes to these positions shall be communicated to CDHS within 2 business days. This information can be sent directly to the Director of Jail Based Restoration or designee via email.

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3. DSD shall develop a list of judicial contacts such as court clerks, patient's attorneys, and Bridges Liaisons. This will be used to coordinate continuity of care and communication.
4. The CDHS Forensic Services Division shall provide the DSD with the names, numbers, and emails for CDHS staff involved in program oversight or contracting.
5. The DSD staff shall request to participate, by phone or in person, in a pre-transfer treatment planning session and/or consultation session with the patient's current providers and milieu staff, as well as the patient to describe the program and allay any concerns prior to transfer

#### 8. **Referral to Hospital**

1. Following completion of all initial assessments, the treatment team will consult and review findings to identify treatment needs. Treatment needs will continue to be assessed throughout the client's time in the program. DSD can provide information to the treatment team regarding any concerns within a timely manner. Should the treatment team have concerns about an individual's ability to remain safe or progress in the program environment, it will be promptly communicated to the CDHS for consultation and consideration of transfer. Areas of consideration include but are not limited to:
  - I. The individual is an imminent risk to himself or others due to a mental disorder
  - II. The individual is at significant risk of self-neglect
  - III. The pathology is unclear and requires close observation to assess and treat
  - IV. A thorough evaluation for malingering is required
  - V. The individual lacks the capacity to consent to psychotropic medications and is a candidate for involuntary administration of medications for competency restoration and
  - VI. Emergency mental health or medical services are likely to be needed

#### 9. **Therapeutic Milieu**

1. The therapeutic milieu functions is a structured environment that creates a safe and secure place for people who are in treatment. As such, only individuals participating in the transition unit and restoration programming are housed in the unit. No other detainees are housed in the unit outside of MTU or RTU clients. All individuals participating in the program are assessed by CDHS and transition unit staff to ensure they meet the admission criteria identified in Section 3(A) of this proposal.
2. With the support of deputy staff, participants in the program will have continual access to mental health staff for the majority of the day throughout the work week. Offices for the mental health staff are located within the housing unit and maintain an open-door policy, meaning participants can access services in addition to regularly scheduled appointments as needed.
3. During evening and weekend hours, participants will still have access to mental health and medical care, though the offices on the unit will not be occupied. The Denver county jail is staffed with personnel in these areas throughout the evening and weekends. A psychiatrist or psychiatric nurse practitioner is on call or in the facility at all times. Officers remain on the unit at all times. Participants can access medical and mental health care after hours by alerting the pod officer, who will call the appropriate on-call staff.
4. DSD will provide 2 deputies for the DRTU unit during business hours to permit programming and adequate security. DSD will make staffing DRTU a priority. If extenuating circumstances impact required staffing levels, DSD shall immediately notify CDHS with any concerns and plan to rectify staffing levels.
5. DSD will also prioritize providing consistent deputy staff (i.e., keeping the consistent individuals within the unit) to promote treatment consistency and client care.

#### 10. **Behavioral Interventions and Sanctions**

1. The treatment unit will employ behavioral interventions and modified sanctions in place of institutional disciplinary procedures whenever possible, in order to maintain a therapeutic environment. Behavioral interventions and verbal de-escalation will be used as the priority approach with participants. Modified sanctions include loss of privileges based on a treatment phase structure:

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- I. Phase 1: Participants new to the unit are all initially on phase one until the intake is completed. If a participant is not adherent to expectations of the program, they may be regressed to Phase one. Phase one participants who have been regressed will still attend treatment groups but will not have the privileges of Phase 2 participants.
- II. Phase 2: Participants in Phase 2 are provided with a set of radio headphones and a set of new batteries every two weeks. Phase 2 participants are allowed additional out-time in the evening after dinner is served on the unit.
- III. It is expected that the DSD will consult with CDHS and program staff to address these aforementioned situations. It is expected that DSD will integrate clients back to the milieu as soon as is safe and clinically appropriate.

#### 11. **Involuntary Medication Administration**

1. DSD shall follow procedures for the utilization of medications over the client's objections at DRTU, consistent with CDHS statutes and rules (i.e. Colorado Code of Criminal Procedures Title 16, Article 8.5) and accreditation requirements and after approval from CDHS and the Facility.
  - A. If additional staff is needed to meet the requirements for involuntary medication administration, this shall be discussed between CDHS and DSD once procedures have been approved from CDHS and the Facility.

#### 12. **Staffing, General**

1. The treatment aspects of the Program shall be overseen by DSD's Program Manager, in conjunction with the DSD's Psychologist.
2. DSD will make staffing RTU a priority. If extenuating circumstances impact required staffing levels, DSD shall immediately notify OCFMH with any concerns and plan to rectify staffing levels.
3. DSD shall provide at minimum two deputies during business hours and at minimum one deputy after business hours.
4. DSD shall ensure that the following staff on site during the Program's hours of operation; see "Staffing Summary," in conjunction with **Table A-3**.
5. DSD shall provide timely updates to CDHS with regard to any issues pertaining to staffing. If staffing issues impact programming for DRTU clients, it is expected that CDHS will be notified within 24 hours.
6. Prior to making any changes to the Program-staffing schedule DSD shall discuss the proposed changes with, and secure approval from CDHS Jail Based Evaluation and Restoration Director. In rendering approvals, emphasis shall be given to programming needs and client care.

#### 13. **Staff Position Descriptions**

1. Please see (**Position Descriptions Exhibit X**) for all position descriptions.
2. DSD shall maintain in each of its employee's files a copy of the current position description and a description of the position's minimum qualifications related to this Contract. DSD shall also maintain copies of all licensure and certifications for any employee requiring licensure or certification. These files shall be open to inspection by the CDHS at all times.

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3. DSD agrees to inform the CDHS Jail Based Evaluation and Restoration Director about any security personnel provided under this Contract that is subject to disciplinary or regulatory action related to the performance of their duties. The State agrees to abide by all confidentiality requirements related to personnel actions involving physicians or other medical professionals provided under this Contract.

#### 14. Staff Training and Education

1. DSD shall provide both orientation and training and education to all staff, and assess, maintain, and continually improve competence of all personnel providing services to the Program. Training should occur on a regular basis and include topics of concern from the program audits, annual competencies, and areas of interest from staff. It is expected that staff who work with DRTU clients have been determined to be appropriate to work in a mental health jail unit by DSD. It is also expected that security staff will be provided appropriate training related to mental health and their unique duties within a mental health unit.
2. All training and curriculum must comply with American Correctional Association (ACA) and National Commission on Correctional Healthcare (NCCHC) standards. DSD shall provide any refresher training as appropriate.
3. DSD shall maintain in each of its employee's files records of their training. These files shall be open to inspection by CDHS at all times.
4. DSD can request targeted behavioral health training on behavioral health care topics from subDSDs. DSD acknowledges that CDHS shall not be responsible for any associated costs for this education.
5. DSD shall ensure that staff are adequately trained to work within a mental health correctional environment and with individuals who have been found incompetent to proceed.
6. DSD shall ensure all internal recruitment training is complete for all staff as stated in **Exhibit X**.

#### 15. Program Policy

1. DSD shall develop, implement, and send any updates to Program policy and procedures to CDHS and the DSD shall submit any updates to policy and procedures to the jail based restoration director or designee, which shall include, at a minimum:
  - A. Use of restraint and seclusion
  - B. Safety and security precautions for the prevention of suicide, assault, and individual injury at all hours. This shall include, but not be limited to protocols for systematic assessments and elimination of environmental risks, to include periodic checking of breakaway hardware
  - C. Summoning immediate assistance for staff and individuals
  - D. Opening locked or barricaded doors in the event of an emergency, using methods that do not cause harm to individuals
  - E. Behavior management techniques ranging from the least to most restrictive and when techniques that can result in harm to the individual are authorized
  - F. Critical Incidents and event reports
  - G. Grievances and Patient Rights
  - H. Record Retention
  - I. Abuse and Neglect
  - J. Disciplinary
2. DSD practice shall be compliant with American Correctional Association (ACA) and National Commission on Correctional Health Care (NCCHC) standards for mental health care services.

#### 16. Adjunct Services

1. DSD shall use translation services when needed for clients.
2. If a client has visual difficulties, DSD staff will provide materials in large font as needed

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3. If a client is unable to read, accommodations will be made by DSD

#### 17. **Daily Schedule**

1. DSD shall support Program staff in providing a daily schedule of programs and activities commensurate to Client needs.
2. It is expected that the DSD will support Program staff in adhering to the daily schedule. This includes but is not limited to providing adequate deputy coverage and ensuring the physical space is safely maintained.

#### 18. **Continuity of Care**

1. In accordance with this contract, the program will consistently accommodate the designated eighteen (18) beds for individual's court ordered to receive an inpatient competence to proceed evaluation or sanity/mental condition evaluation and inpatient competency restoration treatment. Those beds will be housed within the Men's Mental Health Transition Unit, which has a robust and well-established mental health treatment program. The existing treatment program includes wraparound services and ongoing mental health treatment for those with such needs throughout the duration of their incarceration. Traditionally, when one is restored to competency, they are returned to general population; however, in an effort to support continuity of care, DRTU will partner with the DSD to transition those deemed competent to proceed out of the designated restoration bed and into a mental health treatment bed within the same milieu (Men's Mental Health Treatment Unit). Supportive services, including restoration education materials and mental health services, will continue to be offered to those individuals until they are sentenced to the department of corrections, transitioned to a psychiatric hospital (i.e. if they are found Not Guilty by Reason of Insanity), transitioned to the community, are removed voluntarily, or are removed due to rule infractions. Allowing participants to remain in the treatment program throughout the court process, while also remaining in the facility in the district of their criminal case, is in line with best practices of competency restoration.<sup>[1]</sup> This practice allows for minimal disruptions and facility transfers, keeps most participants closer to their public defenders, family and significant others, and minimizes the chances for decompensation after a competency finding. All parties recognize the CDHS supports such practices, yet will not have influence over one's placement within the jail once restored to competency or otherwise discharged from restoration treatment. Prioritization of restoration beds within that milieu will be for those in need of initial admission.

#### 19. **Medical Record**

1. DSD shall maintain a complete record of all relevant client information during their admission to the DRTU program, including but not limited to security documentation. Records created during the time of DRTU admission belong to CDHS and cannot be released by DSD to any other outside agencies.
2. Both parties agree that the dissemination of records by the DSD to CDHS will be done electronically and the electronic method and process will be discussed and mutually agreed to.
3. DSD will retain books and records respecting services rendered to participants for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services (HHS) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Controller General, and others to the extent required by law.

#### 20. **Billing and Payment**

1. The maximum amount of this contract is as set forth in Exhibit A, not to exceed \$882,782.23.

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2. The State shall pay DSD a monthly fixed priced fee of \$73,565.18 for eighteen (18) inpatient psychiatric beds and inpatient psychiatry services.

**21. Guaranteed Minimum Beds**

1. DSD shall make available for CDHS use of 18 beds at DRTU upon effective date of service.
2. Should staffing at DRTU consistently fall below a level that is considered safe and therapeutic, the patient census will be reevaluated. This will be a coordinated effort between the DSD and CDHS. CDHS will make the final determination on daily census.
3. CDHS and DSD agree to review the minimum payment provision prior to the end of the initial Contract period and may adjust the minimum based on historical Program census, Program costs, and other relevant factors.
4. Payment will be based on receipt of a proper invoice and satisfactory contract performance. A proper invoice must include the items listed in paragraph 23. If the invoice does not comply with these requirements, CDHS Contracting Officer will return it with the reasons why it is not a proper invoice.
5. All parties agree that psychiatric beds invoices shall be received by secure email on the fifteenth (15th) Business Day of the month following the month for which the services were rendered. Invoices shall include but are not limited to the following:
  - A. DSD's name, address, remit address, tax id number
  - B. State issued encumbrance number
  - C. Billing invoice number
  - D. Invoice billing period
  - E. Patient name and billing account number
  - F. Admission date and occurrence span from and through
  - G. Total days
  - H. Rate
  - I. Invoice total
  - J. Reimbursement for Services shall be paid from the date of admission up to, but not including, the day of discharge.
  - K. CDHS shall not make payment for restoration services for Clients on escape status.
  - L. DSD shall email invoices to Nicholas.Elkins@state.co.us
6. The State shall make payment within forty-five (45) days upon receipt of each such invoice, Payment by the State shall be considered final unless the DSD requests adjustments in writing within thirty (30) days following receipt of such payment
7. In addition to any other remedies available in this Contract or at law, both Parties agree that CDHS has the right to offset funds payable pursuant to this Contract based on discovery of overpayment or improper use of funds pursuant to any contracts between the Parties. "Overpayment or improper use of funds" is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Mental Health A and A Guidelines, Generally Accepted Accounting Principles issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
7. DSD must submit requests for any proposed price changes to CDHS along with supporting documented justification, a minimum of sixty (60) days prior to expiration of the current award period.
8. Price increases may be submitted only for the upcoming renewal date and shall be limited to one (1) increase for each renewal period.
9. Price increases are contingent on appropriations made by the Colorado General Assembly.

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22. **Granting of Flexibility for Budget Management**

- A. By notice to DSD as provided herein, the CDHS shall be allowed to reallocate up to thirty percent (30%) of current available Contract funds, without a Contract modification. Upon Contract termination or nonrenewal, DSD shall transfer Purchased Fixed Assets used in the operation of this Contract to CDHS. Purchased Fixed Assets are defined as any items onsite that have a useful life of greater than one year and over \$1,000 which were purchased directly or indirectly from Contract funds.

23. **Financial Reporting and Audit Requirements**

- A. DSD shall have an independent Certified Public Accountant perform an annual financial audit, at DSD's expense.
- B. DSD shall submit to CDHS, on or before May 31st, a copy of the annual financial audit, including uniform financial statements, management letter, and auditor's opinion letter, for the most recent fiscal year ending December 31st. This document shall be submitted to the Director of Jail Based evaluation or designee and CDHS CFO, or designee. This document shall be submitted via an encrypted email to these designated individuals by the aforementioned due date.
  - I. DSD may appeal, in writing, to the CDHS for an extension of time for submitting the audit report to CDHS, based solely on circumstances beyond the control of the DSD. If the appeal is not received by the CDHS prior to the last calendar day in April, then no extension will be granted for the May 31st due date.
  - II. If an extension of time is not granted, and CDHS does not receive the required audit from DSD by May 31st, then DSD shall pay a Liquidated Damage of fifty dollars (\$50) per day. CDHS may withhold Liquidated Damage amounts from payments due to DSD for each day that the audit is late starting with June 1.
  - III. DSD shall submit any amendments to this audit to CDHS no later than June 30th. If the audit is amended, and CDHS does not receive the required audit amendments from DSD by June 30th, then DSD shall pay a Liquidated Damage of fifty dollars (\$50) per day. CDHS may withhold Liquidated Damage amounts from payments due to DSD for each day that the audit amendments are late starting with July 1.
  - IV. Liquidated damages are cumulative. For purposes of clarity, audit Liquidated Damages could amount to one hundred dollars (\$100) per day if both the audit and audit amendments are not delivered timely.
- C. DSD agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards may result in enforcement of remedies against DSD as provided in this Contract
- D. At the conclusion of this initial period, DSD agrees to provide the CDHS with a financial audit to include specification as to how the allocated funds were utilized. This shall be submitted to CDHS thirty (30) days prior to this contract's expiration.

24. **Performance and Non-Compliance**

- A. CDHS, Director of Jail Based Restoration or designee shall notify the CDHS, Office of Civil and Forensic Mental Health - Department of Human Services CFO and DSD of non-compliance in an encrypted email and subsequently, after consultation with DSD, shall establish a schedule for DSD to cure non-compliance as deemed appropriate.
- B. DSD shall be responsible for the submission of a plan of corrective action in accordance with said schedule.
- C. If full compliance is not achieved, or a plan of action for correction is not submitted and approved by CDHS within the scheduled time frame, CDHS may exercise remedies specified in section "12. Remedies" of this Contract.

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Was this DSD selected by competitive process? No **If not, why not?** Grant

Has this DSD provided these services to the City before?  Yes  No

**Source of funds:**

State of Colorado, Department of Human Services;  
Grant 23 IHJA 185525/ SHERF-202266238.

Is this contract subject to:  W/MBE  DBE  SBE  XO101  ACDBE  N/A

WBE/MBE/DBE/ commitments (construction, design, Airport concession contracts): N/A

Who are the subcontractors to this contract? N/A

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