CONTRACT AMENDMENT #4

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	**Original Contract Number** 23 IBEH 175212
Contractor City & County Colorado for the use and benefit of City & County of Denver Sheriff's Department	**Amendment Contract Number** 25 IBEH 190464
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 $1,316,842.76 Extension Terms State Fiscal Year 2024 $1,410,000.00 State Fiscal Year 2025 $1,397,000.00 *Any amount paid as a result of Holdover Letter 25 IBEH 188960 prior to execution of this Amendment shall be deducted from Contract Maximum Amount. Total for All State Fiscal Years $4,123,842.76	**Contract Performance Beginning Date** August 29, 2022 **Current Contract Expiration Date** June 30,2025

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	**STATE OF COLORADO**
City & County of Denver Colorado for the use and benefit of City & County of Denver Sheriff's Department See attached City and County of Denver signature page _____ By: Mike Johnson, Mayor Date: _____	Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director _____ By: Dannette R. Smith, Commissioner, Behavioral Health Administration Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Toni Williamson / Telly Belton

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 of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2024, 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 update and replace the following exhibits with the most current versions for Fiscal Year 2025 contract extension and renewal: Exhibit A-2, Statement of Work, the Exhibit B-3, Budget, and the Exhibit C-1, Miscellaneous Provisions.

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-2, Statement of Work with Exhibit A-3, Statement of Work, attached and incorporated by reference.

D. ADD Exhibit B-4, Budget, attached and incorporated by reference.

E. REPLACE Exhibit C-1, Miscellaneous Provisions, with Exhibit C-2, Miscellaneous Provisions, 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-3 - Statement of Work
Jail Based Behavioral Health Services (JBBS)
FY25

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" Opioid agonists such as methadone or buprenorphine are therapeutic drugs used for the management of opioid dependence. In clinical practice, they are used for opioid agonist maintenance therapy or withdrawal management. An agonist is a drug that activates certain receptors in the brain. Full agonist opioids activate the opioid receptors in the brain fully resulting in the full opioid effect.
"Antagonists" An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them. Antagonists cause no opioid effect and block full agonist opioids. Examples are naltrexone and naloxone.
"Behavioral Health Administration" The BHA is a new cabinet member-led agency, housed within the 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.
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** (Formerly CAC II & III) requires a Bachelor's degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.
"Certified Addition Technician" - CAT (Formerly CAC I) requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.
"CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation,

Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Record as defined under **§24-72-302, C.R.S.**

"Colorado Department of Human Services" CHDS means the state of Colorado, acting by and through the Department of Human Services, alternately referred to as "State".

"CMHHP" means the Colorado Mental Health Hospital in Pueblo, a facility organized under and operated by CDHS.

"CMHHFL" means the Colorado Mental Health Hospital in Fort Logan, a facility organized under and operated by CDHS.

"Colorado Department of Human Services" CHDS means the state of Colorado, acting by and through the Department of Human Services, alternately referred to as "State".

"Competency Enhancement Program" CEP refers to the interim mental health programming provided for individuals involved in competency.

"Competency" or **"Competent"** means the present ability of a person arrested for or charged with a crime to understand the nature of the charges and proceedings brought against him/her and to effectively and rationally assist in his/her defense.

"Critical Incidents" means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

"Facility" means the relevant county facility where the Servies is taking place.

"Forensic Navigators" are not case managers, clinicians, or involved in community supervision. The Navigators act as case coordinators, working to ensure that all internal and external stakeholders have access to up-to-date client information. In collaboration with stakeholders, the Navigators help to ensure that services are being delivered to clients in an appropriate and effective manner.

"Forensic Support Team" is a work unit within the Forensic Services Department of OCFMH that is responsible for collaborating on services for incarcerated individuals involved in competency.

"FST" means the Forensic Support Team.

"GAIN" is the Global Appraisal of Individual Needs Assessment

"LAC", or Licensed Addiction Counselor, is a behavioral health clinician who can provide co-occurring services. Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects (social work, mental health counseling, marriage & family, psychology, medical doctor) from a regionally accredited institution of higher learning. 3,000 clinically supervised hours (2,000 direct clinical hours). Must pass the MAC and jurisprudence exam. Designated providers of Clinical Supervision for all levels of certification and licensure, in the addiction's profession.

"LCSW", or Licensed Clinical Social Worker, 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.

"LMFT", or Licensed Marriage and Family Therapist help couples and family members manage problems within their relationships.

"LPC", or Licensed Professional Counselor, 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”, or MOU, means a type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.
“Office of Civil and Forensic Mental Health” The OCFMH is a new cabinet member led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination, and collaboration across state agencies to address behavioral health needs. The OCFMH was previously known at the Office of Behavioral Health (OBH).
“OCFMH” means the CDHS Office of Civinl and Forensic Mental Health.
“Partial Agonists” Partial agonist opioids 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. An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them.
“Regional Accountable Entity” is responsible for building networks of providers, monitoring data and coordinating members’ physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).
“Screening Tools” are brief questionnaires or procedures that examine risk factors, mental health/trauma symptoms, or both to determine whether further, more in-depth assessment is needed on a specific area of concern, such as mental health, trauma, brain injuries or substance use.

Exhibits

A: Statement of Work - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.
B: Budget - outline of the projected cost/expenses of the project.
C: Miscellaneous Provisions - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.
D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.

PART ONE - GENERAL PROVISIONS
Article 1
General Administration

1.1 Overall Goal. The overall goal of the JBBS program is to work towards improving the health outcomes of the individuals served.

1.2 Participation / Catchments. County Sheriff's may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. It is the recommendation of the BHA that each county has their own contract. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with BHA) shall enter into subcontracts with its catchment county Sheriff's Departments. BHA reserves the right to change the fiscal agent as necessary. Subcontracts entered into under this provision shall adhere to the requirements of Exhibit C, Miscellaneous Provisions, Section II.

1.3 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 shall be communicated via email to the Behavioral Health Administration within one business day of change to cdhs_jbbs@state.co.us

BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also attend JBBS Quarterly Meetings, Round Tables and Learning Communities, and shall oversee the JBBS Program and its operations. The Program Administrator must also notify JBBS Program Manager(s) to any change in personnel. The Sheriff's Department is encouraged to account for this administrative position in their budget.

1.4 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) will 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 protocols to ensure clinical staff have the resources and support required for service provision

h. For JBBS Programs serving a catchment of counties, a Sheriff's Department representative from each county is required to participate in the JBBS Program

Coordination Group
i. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

1.5 Subcontractors. The JBBS Program requires a subcontract or an MOU be in place for any and all subcontractors. See Exhibit C, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

1.6 Audits. As a participant in the JBBS program, participation in regular audits may be required. 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 treatment services are being provided.

1.7 Recovery Support Services. SAMHSA (Substance Abuse and Mental Health Services Administration) 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 for wraparound resources including, but not limited to, clothes, transportation, food, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

1.8 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.

1.9 Medication Consistency. 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 CDHS and HCPF. If requested by the BHA, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the HCPF Website at https://hcpf.colorado.gov/pharmacy-resources. 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.

1.10 JBBS Crisis Intervention It is allowable for JBBS providers, while working in the jail during their shift to support therapeutic mental health interventions (including crisis services) when they occur. This should not interfere with current JBBS services that are actively being administered, but in the event that an individual is experiencing a crisis.

Article 2
Confidentiality and HIPAA / 42 CFR Part Two

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.

2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.

a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done 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.
b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is 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.
2.3 Information Sharing. For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals 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 such 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.
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 each participating jail have a universal release of information (ROI) for JBBS clients to sign to ensure appropriate continuity of care.

Article 3
Financial Provisions

3.1 Cost Reimbursement / Allowable Expenses. This contract is paid by cost reimbursement. See Exhibit B, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, 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.
3.2 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff 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 will be submitted to cdhs_BHApayment@state.co.us

by the 20th of the following month.

3.3 Procurement Card. BHA recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement Cards.

3.4 Proportional Reduction of Funds. The Behavioral Health Administration has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 40% of the contract budgeted amount by November 30th, the Behavioral Health Administration may proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 65% of the contract budgeted amount by February 28th, the Behavioral Health Administration may again proportionately reduce the contract budget amount to match current spending rates.

3.5 Fiscal Agent County Responsibilities. Where a county is acting as a fiscal agent for other counties, the fiscal agent county shall pay invoices received by the catchment counties within 45 days of receipt.

3.6 Other Financial Provisions, including invoicing instructions can be found in Exhibit C, Miscellaneous Provisions.

PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1
Purpose and Target Population

1.1 Purpose. The goal 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.

1.2 Target Population. Adults 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. In this regard, 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 highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/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

2.1. 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 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 / 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

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

Article 4
Data Reporting

4.1 Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA. Data must

reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will 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 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.
4.2 The Contractor agrees to respond to BHA’s inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issue. The Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's database access will need to be deactivated.

Article 5
Performance Measures

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. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six and 12 months post release. The individual’s treatment status shall be recorded in the CiviCore JBBS database or another data system as prescribed by BHA. 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 should 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.

Article 6
Deliverables

6.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

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

Article 1
Purpose & Target Population

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 should 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 BHCounty 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.

1.2 Target Population. Adults 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. In this regard, 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 highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), 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

2.1 Services. It is best practice that all jails should be utilizing 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. The Contractor shall monitor and make reasonable efforts to ensure that all participants complete a GAIN assessment a minimum of every three months thereafter, to track progress. Other site-specific tools may also be utilized in addition to the GAIN.

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 should 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 is able to 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, to be organized by BHA as soon as is practicable execution of the contract.

b. Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

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.

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

3.1 Mental Health Treatment Provider. The subcontracted mental health treatment provider(s)/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.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART FOUR - PRE-SENTENCE REENTRY COORDINATOR SERVICES

Article 1
Purpose & Target Population

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 work 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 is responsible for facilitating communication and collaboration between judicial and behavioral health systems.

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

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

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.

2.2 Service Provision.

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

b. Once that list is reviewed, the PSC should meet with those individuals to identify their needs. The BHA recommends using the Risk-Need Responsivity Simulation Tool. 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 should be creating a discharge packet that should be given to the individual upon their release.

d. A discharge plan should include (but is not limited to) referral/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 will need to sign a release of information.

f. If an individual is sentenced, it is expected that the presentence coordinator helps them with appointments in the community prior to their release. This can also 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 should 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.

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.

2.4 Data Entry. All discharge plans/notes are entered under the services tab as "Community Resources and Access". Any additional follow up should be entered under the services tab utilizing the drop down option that most closely represents what services are being provided.

Article 3
Deliverables

3.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART FIVE - MEDICATION ASSISTED TREATMENT

Article 1
Purpose & Target Population

1.1 Purpose. 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/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.
1.2 Target Population. Adults 18 years of age and older, residing in county jail(s).

Article 2
Activities & Services

2.1 Provision of Medication-Assisted Treatment. Contractor shall hire technical assistance (“TA”) providers to support MAT programs in their facility. Technical assistance 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, must 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 will be provided to the assigned JBBS Program Manage prior to MAT services being provided.
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).
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

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 are expected to provide a plan to the BHA by December 31, 2024 detailing the sustainability of their respective MAT programs beyond the fiscal year or when funds are fully expended. This plan should include how they will continue to provide MAT services and funding source. 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.
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.

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.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART SIX - JBBS PROGRAM DELIVERABLES
Article 1

1.1 Deliverables for All JBBS Programs

a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.

b. Annual Report. The Contractor shall submit to the State the previous year's Annual Report by EOB August 1, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to cdhs_jbbs@state.co.us

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 and results
iv. Admission date (date that individual began receiving JBBS services).
v. 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).

vi. Date, duration, and participants who attended for treatment or case management group sessions.
vii. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
viii. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.
ix: 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 Protocol #1 Special Studies Codes and Eligibility for more details: https://www.google.com/url?q=https://bha.colorado.gov/sites/bha/files/documents/FINAL%2520Protocol%25201%2520Amendment%25208%2520SSCs%2520and%2520Eligibility%2520October%25202022%2520%25281%2529_0.pdf&sa=D&source=docs&ust=1709671223916104&usg=AOvVaw0TLJg4bpMoZBfrGf6F2INE

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_ci_bha@state.co.us, within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting requirement in all subcontractor agreements. The documentation should include the following:
i. Date and time of incident.
ii. Location of the incident.
iii. The nature of the incident.
iv. How the incident was resolved.
v. Name[s] of staff present.
vi. Whether the incident resulted in any physical harm to the participant or any staff.

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 will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by BHA.
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. The Contractor shall submit a completed contract monitoring tool to their assigned JBBS program manager no later than the 20th of the month with the prior months information. JBBS program managers will update this internally.
k. Plan of Action. Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, may be asked to submit a plan of action to improve program performance for the current or following fiscal year.
l. Monthly BHA Invoice. Invoices will be submitted to cdhs_bhapayment@state.co.us by the 20th of the following month. Only one month's expenses are allowed per invoice. Supporting financial documentation is also required to be submitted along with the invoice.
m. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.
n. Behavioral Health Screenings:

i. Individuals involved in the JBBS program are required to complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment.

1.2 Additional Deliverables Related to Jail Medication-Assisted Treatment

a. Organizational Structure. All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to cdhs_jbbs@state.co.us by August 1 annually.
b. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email to cdhs_jbbs@state.co.us. Contact JBBS Program Manager for additional information on creating MAT policies.
c. Barrier Reports. If Contractor does not deliver any part of these deliverables, Contractor shall submit a report detailing the barrier(s) Contractor is experiencing that have prevented the service delivery. Describe the capacity or efforts needed to get the jail into compliance, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to cdhs_jbbs@state.co.us by August 1 annually.
d. Work Plan and Budget Submission/Approval. In order to access MAT funds, Contractor must submit a MAT work plan describing how the funds will be used.
e. Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for more information, or a rejection with cause. Budgets in excess of the proposed soft cap must be approved in advance in writing by the BHA JBBS Program Manager.

f. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.
g. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part Six, Table 1, page 19. Data shall be entered in the JBBS (Civicore) 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.
h. Medication Compliance - 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	cdhs_jbbs@state.co.us
All	Provide work plan	With budget submission	Contractor	cdhs_jbbs@state.co.us
All	Submit BHA invoice & supporting financial documents	By the 20th of the following month	Contractor	cdhs_obhpayment@state.co.us

All	Report critical incidents	Within 24 hours of incident	Contractor	cdhs_ci_obh@state.co.us
All	Provide JBBS annual report	8/1/25	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	Ongoing / As Needed	BHA	Locations TBD
All	Contract Monitoring Tool	Ongoing, by the 20th of each month for all services provided during the previous month	Contractor	JBBS Program Manager
All	Program specific data	Ongoing	Contractor or designated subcontractor	Civicore database
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	Prior to MAT services being provided	Contractor	cdhs_jbbs@state.co.us

PART SEVEN
COMPETENC ENHANCEMENT

Exhibit A: Statement of Wor1. General Terms and Conditions

1.1 Purpose. In May 2019, the Colorado General Assembly passed Senate Bill 19-223; legislation that mandates the provision of interim mental health services for individuals who have been court-ordered for inpatient competency restoration and who are waiting for admission to an inpatient bed. To compensate for these specialty services, SB 19-223 allocates funding to the Jail Based Behavioral Health Services (JBBS) program to address gaps in services in the jail for those with mental health disorders that are awaiting restoration services.

In July of 2022, the JBBS program (including Competency Enhancement Programs) moved to the Office of Civil and Forensic Mental Health (OCFMH). Because the Office of Civil and Forensic Mental Health (OCFMH) serves as a central organizing structure and responsible entity for the provision of competency restoration education services and coordination of competency restoration services ordered by the court, it was agreed that the JBBS-CEP program should return to the OCFMH.

a. The jail competency enhancement funding is used to provide interim mental health services to individuals who are in jail and have been court-ordered to the Colorado Department of Human Services (CDHS) to receive competency restoration services.

b. Funding is also to be used to provide mental health services to individuals who are returning to the jail after receiving restoration services at a CDHS designated inpatient restoration site.

c. Coordination of services with the Forensic Support Team (FST) and, if assigned, Court Liaisons (Bridges) shall occur when a court order has been received for an evaluation and/or when an competency involved individual is identified to be in crisis by the jail at the time of booking or while incarcerated.

1.2 Goal. Competency Enhancement Programs shall seek to support the CDHS Mission to collaborate as a partner to design and deliver high quality human and health services that improves the safety, independence, and health outcomes of individuals involved competency in the state of Colorado.

1.3 Target Population. Adults 18 years of age and older that are awaiting an in-custody competency evaluation, awaiting inpatient competency restoration services, or are returning from a CDHS designated inpatient restoration site after receiving restoration services and

meet any of the following criteria:

a. Have a serious and persistent mental health disorder.

b. Are experiencing acute psychosis or major mood dysregulation.

c. Have substance use issues, especially if suspicion of intoxication is present.

d. Have an intellectual deficit, neurodevelopmental issues, or significant cognitive issues.

e. Have a neurocognitive disorder, including dementia.

f. Have a known previous competency history.

g. Have a Traumatic Brain Injury (TBI).

h. Individuals who are suspected of becoming incompetent to proceed while in jail are not a primary target population; however, may be eligible for CEP support if services offered may help divert the individual from an impending competency process.

1.4 Services. It is best practice that all jails should be utilizing 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. Assess all individuals involved in competency at the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.

c**.** Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.

d. Coordinate services with local community behavioral health providers prior to the release of a defendant to ensure continuity of care following their release from the jail.

1.5 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 should 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. Collaborative meetings may be required to best support this mission and fluid communication. \

a. Contractor will engage in OCFMH meetings no less than quarterly, which will include identification of training needs.

1.6 Evidence-Based Practices. The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is 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.

1.7 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.

Part 2. Policies and Plans

2.1 Policies and Plans. Contractor shall adhere to the most current Forensic Services Critical Incident policy **Exhibit C-1**.

a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in **Exhibit** C-1
b. Contractor shall ensure policies remain updated in order to reflect contractual obligations and regulations.

2.2 The Contractor may serve individuals who are awaiting Medicaid approval or other funds to pay for initial treatment services.

2.3 The Contractor shall provide services in a manner that respects and protects individual rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services described in this Contract.

2.4 The Contractor may maintain supportive relationships with relevant partners in the criminal justice system, i.e., competency courts, Bridges Liaisons, FST Navigators, other JBBS programming available in the jail to support continuity of care for competency involved individuals. These interactions must adhere to HIPAA rules and regulations.

Part 3. Provision of Services

3.1 Program Referral Process. The Contractor shall refer individuals for competency enhancement services through one of the following ways:

a. When a client has been ordered by the court to be evaluated for competency, found incompetent to proceed (ITP), and/or when inpatient restoration has been ordered.
b. Upon return from a CDHS designated inpatient restoration site.
c. Priority should be given to individuals who have been found incompetent to proceed and are awaiting admission to the state hospital. Priority should also include individuals who are awaiting a competency evaluation and are highly acute and/or in crisis.

d. The Contractor shall establish clear procedures for referrals based on court orders, CDHS transitions, and jail-identified crisis situations.

3.2 Jail Mental Health Evaluation, Triage, and Treatment Planning. The Contractor shall ensure that a mental health evaluation, screening, or risk assessment is performed promptly (preferably within 48 hours) on all individuals that have been identified as the "Target Population" referenced in section 1.3, either through the court-ordered referral process or through the jail-identified process. A jail mental health evaluation shall identify treatment needs, inform triage categories, and direct treatment plans while the individual is awaiting court proceedings or a CDHS designated inpatient restoration site bed. Mental Health Evaluations shall be shared with the assigned Forensic Navigator(s).

a. Each jail may develop their own Mental Health Evaluation/ Screening form but must submit a copy with their CEP work plan for approval. b. Individuals involved in the CEP program are required to complete an evidence based behavioral health screen for each of the following five categories:

i. Substance Use Disorder
ii. Mental Health
iii. Suicide
iv. Trauma and Traumatic Brain Injury

c. Each jail shall implement standardized protocols for behavioral health screenings within 48 hours of booking or identification.

d. Each jail shall develop a system for triaging individuals into high, moderate, or low acuity categories with FST collaboration as described in Section 4.2 of this contract. e. Each jail shall create treatment plans tailored to acuity levels, ensuring immediate care for high acuity individuals, monitoring, and contact requirements listed in Section 4.2 of this contract. Treatment plans shall be individualized based on clinical needs, including medication management and counseling.

Part 4: Client Contacts and Level of Care Categories.

4.1 Level of Care Categories. Taking into consideration those clients with an active court order for competency evaluation and/or treatment, current clinical presentation, any assessment or evaluation, and placement of an individual within the jail, treatment services and contact standards should be based on the following three

categories:

4.2 Contact and Monitoring Requirements.

1. High Acuity Clients. These individuals should have daily monitoring, with minimum of weekly contact, and access to crisis intervention and/or stabilization services through the contractor. Weekly updates are to be provided to FST Navigator for High Acuity clients following Exhibit D-1. Information shall be provided using shared documentation or collaborative meetings with FST. These individuals are in need of immediate crisis intervention.
    a. Weekly updates are to be provided to FST Navigator for High Acuity clients.
    b. These individuals may be identified via the following:
        i. Non-compliant with medication, may require the use of court-ordered and involuntary medications.
    c. When clinically appropriate and especially for Clients who have a history of medication noncompliance, psychiatric staff shall use a long-acting injectable medication.
        ii. Meets C.R.S. Title 27 Article 85 (27-65): "Danger to the person's self or others" means a person poses a substantial risk of physical harm to the person's self as manifested by evidence of recent threats of or attempts at suicide or serious bodily harm to the person's self; or(b) A person poses a substantial risk of physical harm to another person or persons, as manifested by evidence of recent homicidal or other violent behavior by the person in question, or by evidence that others are placed in reasonable fear of violent behavior and serious physical harm to them, as evidenced by a recent overt act, attempt, or threat to do serious physical harm by the person in question.

        "Gravely disabled" means a condition in which a person, as a result of a mental health disorder, is incapable of making informed decisions about or providing for the person's essential needs without significant supervision and assistance from other people. As a result of being incapable of making these informed decisions, a person who is gravely disabled is at risk of substantial bodily harm, dangerous worsening of any concomitant serious physical illness, significant psychiatric deterioration, or mismanagement of the person's essential needs that could result in substantial bodily harm. A person of any age may be "gravely disabled", but the term does not include a person whose decision-making capabilities are limited

solely by the person's developmental disability.

d. Placed in a special management unit due to significant medical for behavioral health concerns.

e. Significant behavioral concerns including verbal and physical threats or need for physical restraint or other involuntary control methods.

i. Unable or unwilling to perform activities of daily living (i.e., catatonic, immobile, consistently not eating/drinking/bathing)

ii. Significant risk behavior (unsafe behaviors, such as those listed above, of any type, more than 50% of the time)

iii. Client has little or no insight into risks

iv. Client with significant/severe cognitive or emotional problems that could be barriers to safer behavior

v. Client who has no understanding of or control of behavior

2. Moderate Clinical Acuity: These individuals have identified psychiatric and/or behavioral health needs, as well as identified risk factors associated with their current overall wellbeing and safety. Contact and monitoring requirements are as follows:

a. These individuals should have daily monitoring, regularly scheduled in person contact (the frequency of which shall be reported to OCFMH, no less than every other week), and access to crisis intervention and/or stabilization services as needed.

b. If an individual has increased risk factors or is on safety protocols, they should be seen more frequently. Alternative treatment locations should be considered when available.

c. Every other week updates are to be provided to FST Navigator for Moderate Acuity clients.

d. Efforts shall be made to assist in the stabilization of these individuals. If clinically appropriate, these individuals should be assessed for and offered treatment services. These treatment services should include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT referrals.

e. These individuals may be identified via the following:

i. Individuals have a change in behavior resulting in moving from a previous assigned low acuity or high acuity status

ii. Generally compliant with psychotropic medication and jail based behavioral health or other resources (under some circumstances may be non-compliant with

medications, actively experiencing symptoms of a mental health disorder, but not posing a significant or immediate risk of danger to self or others

f. When clinically appropriate and especially for clients who have a history of medication noncompliance, psychiatric staff shall use a long-acting injectable medication.

g. Housing in the general population or transitioning from a special management unit

h. In general population with psychotropic medication compliance decreasing to less than 80% of the time

i. Temporary medical conditions

j. Increased ability or willingness to perform activities of daily living from the previous baseline

k. Moderate risk behavior (unsafe behaviors of any type more than 20-50% of the time)

l. Client has a poor understanding of risks

m. Client has mild/moderate cognitive or emotional problems that could be a barrier to safer behavior

3. Low Clinical Acuity: These individuals have identified psychiatric and/or behavioral health needs that are relatively well maintained but require ongoing monitoring for potential changes. Contact and Monitoring Requirements:

a. At a minimum these individuals should have weekly monitoring, regularly scheduled in person contact (the frequency of which shall be reported to OCFMH, no less than 2-3 times a month), and access to crisis intervention and/or stabilization services as needed. If an individual has increased risk factors or is on safety protocols, they should be seen more frequently. Alternative treatment locations should be considered when available. Every other week or monthly updates are to be provided to FST Navigator for Low Acuity clients.

b. If Low Acuity individuals have access to other jail programs or support services, the CEP may have less frequent in person contact (if able to reliably receive updates from other support services). If no other support services are available, CEP should have regularly scheduled contact with individuals. Efforts shall be made to assist in the stabilization of these individuals. If clinically appropriate, these individuals should be assessed for and offered treatment services. These services include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT referrals. Based on clinical acuity, this population may be better suited for outpatient restoration. CEP should work with and/or refer these individuals to the Forensic Navigator for potential community

transition planning. Contractor shall coordinate services with the assigned Forensic Navigator(s).

c. These individuals may be identified via the following:
   i. Consistently taking psychotropic medication on their own accord (at least 80% of the time). When clinically appropriate and especially for Clients who have a history of medication noncompliance, psychiatric staff shall use a long-acting injectable medication.
   ii. Ability to and willingness to perform activities of daily living.
   iii. Placed in the general population or general supervision cell (this may include individuals with cognitive disorders as opposed to severe mental illness)
   iv. Actively engaging in jail based behavioral health or other resources.
   v. Occasional risk behavior (client has a fair understanding of risks - unsafe behaviors of any type less than 20% of the time)

4.3 Unordered Jail Defendants: Client Contacts and Level of Care Categories.
FST, CEP, JBBS, and/or the jail may identify clients who have past competency concerns or are in danger of having current competency concerns. CEP shall collaborate with the FST, JBBS, and/or the jail in order to offer support services for these individuals as needed.

a. Service Provision: As outlined below but are not limited to those services. These provisional services are an attempt to intervene and stabilize the identified individual before or after court-ordered competency is raised.
   i. Group treatment
   ii. Individual treatment
   iii. Medication management
      1. When clinically appropriate and especially for Clients who have a history of medication noncompliance, psychiatric staff shall use a long-acting injectable medication.
   iv. Crisis intervention
   v. Medication Assisted Treatment (MAT), if available in designated facility

4.4 Transition Plan.
The Contractor and assigned Forensic Navigator(s) shall collaborate to ensure that a transition plan is developed and communicated for individuals with complicated presentations and treatment needs upon acceptance to an OCFMH designated inpatient restoration facility in order to ensure CDHS facilities have all current information on

transferred individuals.

4.5 Discharge Plan.
Upon the individual's return from a CDHS designated inpatient restoration site, the Contractor shall save a copy of the individual's discharge plan within the same day that individual returns. Once a copy is received, the Contractor shall ensure follow-up care is provided, according to that plan, within 24 hours upon return, as well as provide continual treatment services until the person is released from jail. The Contractor should make every attempt to continue the individuals on the prescribed course of treatment to include prescribed medications. Medications should not be altered solely based on cost or philosophy. Treatment courses should only be changed if medically or clinically indicated.

4.6 Outpatient and Community Transition Plans.
When the Contractor becomes aware that a client's competency and/or clinical status has improved (due to jail based behavioral health services, sobriety, or medication management), the Contractor shall work in collaboration with the Forensic Navigator to identify community supports and/or existing protective factors that would aid in a community transition/re-entry. CEP may work in collaboration with any existing jail-based reentry/ case management services. CEP may also be asked to support a reentry plan when cases become bond eligible or a dismissal is being considered.

4.7 Information Sharing.
The Contractor is expected to provide updates to FST on a weekly or biweekly basis depending on Acuity level. These updates should include at a minimum:

a. Clinical presentation, housing placement within the jail, medication compliance and adherence, assessment and evaluation information, information related to transition planning, medical condition information, disciplinary/conduct information, classification and/or special alerts, and attempted interventions to address unmanaged symptoms. Please refer to Exhibit D-1

The FST shall provide weekly or biweekly updates depending on Acuity Level to the assigned CEP providers. These updates should included at a minimum:

a. Known client history that supports jail treatment interventions
b. Updates regarding discharge plans/court processes/case closures/admissions
c. Status of clients progress within the competency process
d. Collaboration with community referrals and support services

4.8 Critical Incidents.
The Contractor shall report any critical incidents to the assigned Forensic Navigator(s) via email and may also telephone in addition to the written reporting immediately and no more than 24 hours after the event. When

reporting, the information shall include the reporting individual's full name and title, in addition to the full name and DOB of the individual(s) involved in the incident, date, time, and location of the incident, any safety protocols in place, action steps taken, and the outcome of the incident. Please refer to Exhibit C-1 for the Critical Incident Policy. Critical incidents may include but are not limited to:

a. Arrest
b. Death
c. Elopement
d. Escape
e. Incident where media may be notified
f. Injury of a patient
g. Injury of a CDHS staff member as a result of client contact
h. Physical Assault: Any such occurrence, whether by another patient, staff member or visitor. There must be intent knowingly, or recklessly, to harm and bodily injuries present.
i. Sexual Assault: Any such occurrence where the perpetrator is another patient, staff member or visitor must be reported. There are several elements, any of which can be present to be considered sexual abuse. These include “knowingly” touching; sexual intrusion, touching intimate parts of the body, observation or photographs of intimate parts, consent not given, physical force or threat used.
j. Suicide Attempt
k. Suicide Completion
l. Duty to Warn

Report To FST should include:

a. Full name and Title of who is reporting the incident to FST staff
b. Date, time, location of incidents as well as any safety protocols that may have in place at time of the incident.
c. Outcome of action steps taken by facility after incident

4.9 Continuous Improvement.

Each jail shall regularly review processes, identify gaps and barriers, incorporate efficiencies, and collaborate with stakeholders to refine service delivery protocols and processes.

3.10.1 Contractor shall conduct periodic evaluations to assess program effectiveness in meeting goals and outcomes. This will include analyzing data trends for areas of enhanced service delivery opportunities.

4.10 Medication Management.

The contractor is expected to help coordinate a medication prescriber assessment and/ or access to medication as needed or at the request of an

FST Navigator. Individuals shall have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider. Should the client be unable to timely receive provider services and/or access necessary/recommended medications, this shall be immediately reported to OCFMH. Involuntary Court Ordered Medication or Long Acting Injectables may be used if the facility has these options available

1. Medication Consistency (C.R.S. 27-70-103)

a**.** 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 CDHS and HCPF.

b**.** If Contractor does not utilize the Medication Consistency formulary developed by CDHS and HCPF, Contractor shall provide a copy of the medication formulary available at Contractor's jail and submit updates as any changes are made. A copy of the CDHS and HCPF formulary is available on the CDHS Website.

c. Contractors should work with their medical departments for medication ordering and management. Medication Administration Record (MAR) shall be made available when requested. Records of each referral and visit to Prescriber shall be kept on each individual. Records of type of interaction, in person or virtual, shall be kept and if virtual visitation does not result in a therapeutic alliance then individuals shall be offered in person consultation. Individuals should be offered verbal and/ or written education on prescribed medication when appropriate.

4.11 Documentation.

a. As referenced in section 4.12 of this contract, Contractor shall provide documentation utilizing Exhibit D-1 and Exhibit D-4 respectively and in accordance with the timelines outlined in section 3.2 of this contract.
b. Contractor shall include written updates of any referrals submitted on behalf of the client and any known outcomes as it pertains to community resources, outpatient restoration services, and/or disposition planning.
c. Contractor shall maintain detailed records of all assessments, treatments, and critical incidents.

4.12 Clinical Documentation

The Contractor is expected to document key treatment information within the jail's respective health record to include but not be limited to:

a. Basic individual demographic and working diagnosis information.
b. Booking date (date that the individual was booked into jail).
c. Screening date and results (Mental Health, Substance Use,Traumatic Brain Injury, Trauma, and Suicidality) for all individuals involved in competency processes.
d. Admission date (date that individual began receiving CEP).
e. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information).
f. Date, duration, and participants who provided individualized or group treatment or case management sessions.
g. End date for services (admitted into a CDHS restoration facility, transitioned into the community, case dismissed, found competent).
h. Disposition details (i.e., referrals for services, housing, community resources, etc.).

5. Staffing

Contractor shall maintain all approved staffing requirements as outlined below. Contractor shall maintain all appropriate credentials to provide services.

5.1 Program Administrator The Contractor shall select a CEP Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the CEP Programming; see Exhibit B.. Any changes to the Program Administrator's contact information shall be communicated via email to the Forensic Support Team within one business day of change.

a. OCFMH prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the CEP Program, including contractual requirements. The Program Administrator shall also attend CEP Quarterly Meetings, and shall oversee the CEP Program and its operations. The Program Administrator must also notify CEP Program Manager(s) to any change in personnel. The Sheriff's Department is encouraged to account for this administrative position in their budget. The Program Administrator shall:
    i. Oversee program implementation.
    ii. Ensure contract requirements are consistently met.

iii. Provide training and request OCFMH collaboration when needed.
iv. Ensure understanding of purpose, goal, and population served.
v. Measure the program's progress toward achieving stated goals.
vi. Ensure program effectiveness and performance is measured by specific client-centered health outcomes
vii. Resolve ongoing challenges to program effectiveness.
viii. Inform agency leaders and other policymakers of program costs, budgetary use of funds, developments, and progress.
ix. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
x. Secures and oversees any subcontracted services and staff.
xi. Submits data reporting requirements timely and accurately.

5.2 CEP Providers: The Contractor, providing required services can utilize and maintain a partnership with community provider(s)/individuals/contracting agencies that are licensed (LAC, LPC, LCSW or LMFT), 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. If licensed staff are unable to be hired, unlicensed staff may be considered as a last resort and the Contractor must report this to the OCFMH and provide access to a licensed mental health clinician who can provide clinical consultation and supervision.

5.3 Mental Health Treatment Provider. The subcontracted mental health treatment provider/individual 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.

5.4 Staff Coverage. The Contractor will ensure that appropriate staff coverage is available (covering clinicians, etc.) in order to cover unplanned absences or leave without a disruption to services or contact, monitoring, and reporting obligations. Should Contractor be unable to meet the required staffing levels, it will be immediately reported to the OCFMH and include a plan of action.

Exhibit B: Deliverables

1. Management Plan

Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the CEP Programming as described in above in Exhibit B 1, CEP Work Plan

Outline of a Dedicated Staffing Model

a. Staffing structure: outline of roles of clinical team- each contract must have a plan for at least one primary clinician who is responsible for direct reporting to FST
b. Qualifications and Experience: specify expected qualifications and experience levels for each role such as licenses, certification, years of experience
c. Responsibilities and Duties: Detail specific responsibilities each role, including client interaction, administrative tasks, specialized duties
d. Supervision and Training: describe how supervision will be conducted, how clinical oversight will be provided and include plans for initial and ongoing training.
e. Define expected client caseload and how it aligns with contract requirements and service goals.

2. Program Implementation

a. Referral and Assessment Procedures
    i. Establish clear procedures for referrals based on court orders, CDHS transitions, and jail-identified crisis situations.
    ii. Implement standardized protocols for behavioral health screenings within 48 hours of booking or identification.
b. Clinical Acuity Triage
    i. Develop a system for triaging individuals into high, moderate, or low clinical acuity categories.

3. Service Delivery and Monitoring

a. Mental Health Evaluations and Treatment
    i. Conduct mental health evaluations within 48 hours of identification of competency involved individuals.
    ii. Implement individualized treatment plans based on evaluations and clinical needs, including medication management and counseling
    iii. Individuals involved in the CEP program are required to complete an evidence based behavioral health screen for each of the following five categories:
        1. Substance Use Disorder
        2. Mental Health
        3. Suicide
        4. Trauma and Traumatic Brain Injury
    iv. This information should be used to formulate a comprehensive treatment plan to include appropriate referrals. These may be the same screening tools provided by medical or JBBS services.

Exhibit C: Policies and Plans

1. **Critical Incident Policy.** All events that meet below criteria must be reported to the FST staff within 24 hours.

Critical Incidents can include, but are not limited to the following:

a. Arrest
b. Death
c. Elopement
d. Escape
e. Incident where media may be notified
f. Injury of a patient
g. Injury of a CDHS staff member as a result of client contact
h. Physical Assault: Any such occurrence, whether by another patient, staff member or visitor. There must be intent, knowingly or recklessly, to harm and bodily injuries present.
i. Sexual Assault: Any such occurrence where the perpetrator is another patient, staff member or visitor must be reported. There are several elements, any of which can be present to be considered sexual abuse. These include "knowingly" touching; sexual intrusion, touching intimate parts of the body, observation or photographs of intimate parts, consent not given, physical force or threat used
j. Suicide Attempt
k. Suicide Completion
l. Duty to Warn

Report To FST should include:

a. Full name and Title of who is reporting the incident to FST staff
b. Date, time, location of incidents as well as any safety protocols that may have in place at time of the incident.
c. Outcome of action steps taken by facility after incident

Exhibit D: Information Sharing, Service Contact, and Documentation

1. Communication with Forensic Support Requirements

a. Acuity checklist designation for each client
b. Meet FST workflow protocols- weekly/ bimonthly/ monthly client review
c. Clients Housing (ad seg/ disciplinary/ medical/ group)
d. Medication Compliance
e. Any internal alerts/ precautions (assault/ suicide/ etc)

f. Notification of suicide precautions (within 72 hrs) and critical incidents (within 24 hrs)
g. Client Presentation
h. Notification of client transport or discharge outside of the jail within 24 hours

2. Standard CEP Support Services Provided

a. Weekly contact with FST to review clients presentation and offered intervention
b. Crisis Services
c. Individualized treatment planning
d. Referrals to internal jail programing or JBBS supports
e. Re-entry planning for transitioning clients
f. Referrals to medical/ medication prescribers
g. Worksheets/ groups/ support for identified areas of concern
h. Compliance and Legal Requirements: ensure the staffing model adheres to legal and regulatory standards, including Hipaa compliance and relevant healthcare laws
i. Adaptability: address how the model allows for scalability, adjustment to changing needs and potential expansion if the contract grows or scales

3. **Behavioral Health Screenings.** Individuals involved in the CEP program are required to complete an evidence based behavioral health screen for each of the following five categories:

a. Substance Use Disorder
b. Mental Health
c. Suicide
d. Trauma and Traumatic Brain Injury

This information should be used to formulate a comprehensive treatment plan to include appropriate referrals. These may be the same screening tools provided by medical or JBBS services.

4. Clinical Documentation Minimum Requirements

a. Basic individual demographic and working diagnosis information.
b. Booking date (date that the individual was booked into jail).
c. Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals involved in competency processes.
d. Admission date (date that individual began receiving CEP).

e. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information).
f. Date, duration, and participants who provided individualized or group treatment or case management sessions.
g. End date for services (admitted into a CDHS restoration facility, transitioned into the community, case dismissed, found competent).

JBBS Work Plan

1. Identify the Project Name, Purpose and Timeline

i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, 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, 2024 - June 30, 2025

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. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?

ii. 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?

iii. 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.
iv. 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?
v. What security protocol and reporting requirements are expected from the treatment provider?
vi. 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?
vii. 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
Office of Behavioral Health
Department of Human Services

EXHIBIT B-4, FY25 ANNUAL BUDGET

BHA Program	JBBS

Agency Name	City & County of Denver
Budget Period	July 1, 2024 - June 30, 2025
Project Name	JBBS

Program Contact, Title	Salvatore Pillitteri, Contract Administrator
Phone	(720-913-7461
Email	Salvatore.Pillitteri@denvergov.org
Fiscal Contract, Title	Laura Brown, Sr. Accountant
Phone	720-913-4104
Email	laura.brown@denvergov.org
Date Completed	April 23, 2024

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	**Funding Source**	**Total**
Substance Use Disorder Treatment	State General Fund	$608,190.00
Mental Health Treatment	State General Fund	$458,810.00
Competency Enhancement Services	State General Fund	$330,000.00
	Total Contract	**$1,397,000.00**

JBBS RATE SCHEDULE	
Statewide Maximum Salaries	
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 Therapist (LPC/LCSW/LAC/LMFT)*	$84,872/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	$68,959/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	$63,654/year
Case Manager (CM) *	$58,349/year
Certified Addiction Technician (CAT)	$44,558/year
Physician Assistance (PA) *	$127,308/year
MD/DO *	$266,569/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	$103,538/year
Pre-sentence Coordinator *	$72,100/year
Pharmascist (Pharm-D)	$135,891/year
Registered Nurse *	$76,385/year
Data Entry Clerk	$42,436/year
Peer Support Specialist	$36,050/year
Qualified Medication Administration Person (QMAP)	$15.97/hour
***BHA will reimburse salaries up to the state maximum**	
***BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA**	
Travel	
Mileage (IRS rate)	$0.67/mile
Operating Expenses	
Maximum total percentage of contract budget	10%
Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to $200 per clinician, per test.	
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
Indirect Expenses	
Maximum total percentage of contract budget	10%
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
RECOVERY SUPPORT SERVICES	
Allowed Services *	**Additional Notes**
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child

Clothing	
Educational Costs (books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of $250.00 per person
Medications	30 day limit per person
Personal Care (eg. haircuts)	
Phone Cards	Limit of $15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of $100.00 per person
Utilities	1 month limit per client
*** BHA may consider other expenses pending justification from jails and written pre-approval by BHA**	
MEDICATIONS	
Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.	
Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at https://www.colorado.gov/hcpf/pharmacy resources	
Medication	**Rate**
Methadone	$18/day. Methodone treatment, including medication and integrated psychosocial and
Naltrexone (oral)	Monthly Medication Rate: $85. Monthly Prescriber Rate: $150
Depot-naltrexone (injectable) (Vivitrol)	$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - 8mg	$41/month
Buprenorphine (pregnancy) - 2mg	$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	$80/month
Naloxone (Narcan)	Unit Cost: $75. Prescriber Rate: $35
Suboxone and generics	$5.55 / unit @30 days = $166.50 for a 2mg-0.5mg dose; range can increase from 4mg-
Buprenorphine - 8mg	$41/month
Buprenorphine - 2mg	$31/month
Sublocade (injectable)	$1,376/unit; 380mg injection (extended release) per month

Revised 03_04_2024

Exhibit C-2
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on an BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures / Reductions in Force
If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Contract Contact Procedure
The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

F. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
    b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
    c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

G. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov/) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to CDHS_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

H. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to BHA at CDHS_BHAdeliverables@state.co.us.
2. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

B. Any subcontract for services must include, at a minimum, the following:
   1. A description of each partner's participation
   2. Responsibilities to the program (policy and/or operational)
   3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
   4. A copy of this Contract and all its terms and conditions.

C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to CDHS_BHAdeliverables@state.co.us within 30 days of subcontract execution.

D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

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

III. Financial Requirements

A. Funding Sources
   1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."** The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations
   1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

C. Payment Terms
   1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
   2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
   3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
   4. Year-end invoice estimates are due by June 15th. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
   5. Final invoices are due no later than August 30th.

6. Invoices for the prior fiscal year received by August 30th which require revisions must be final by September 10th or they may not be paid.
7. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
8. The State will make payment on invoices within forty-five (45) days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five (45) days after invoice submission to the State.

Contract Control Number: SHERF-202473782-04/ Parent: 202263856-04
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: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: SHERF-202473782-04/ Parent: 202263856-04
Contractor Name: State of Colorado Department of Human Services

SEE PAGE 1 FOR STATE SIGNATURES

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)