

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE EMPOWERMENT PROGRAM, INC.**, a nonprofit corporation, with its principal place of business located at 1600 York St. Denver, Colorado 80206 (the “Contractor”), jointly “the Parties” and individually a “Party.”

RECITALS:

A. The Parties entered into Agreement dated July 13, 2020, an Amendatory Agreement dated August 19, 2021, and a Second Amendatory Agreement dated July 15, 2022 (the “Agreement”) to provide trauma therapy services to inmates at the County Jail.

B. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on July 1, 2020, and will expire, unless sooner terminated, on June 30, 2024 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.”

2. Article 4.1 of the Agreement sub-headed “**Fee**” under the main heading of Article 4 entitled “**COMPENSATION AND PAYMENT**” is hereby amended by deleting the language under the aforesaid sub-heading and replacing it with the following:

“**4. COMPENSATION AND PAYMENT:**

4.1. FEE: The City shall pay, and the Contractor shall accept, as the sole compensation for services rendered and costs incurred under the Agreement the amount of **SIX HUNDRED THIRTEEN THOUSAND THREE**

HUNDRED FIFTY-THREE DOLLARS AND TWENTY-ONE CENTS (\$616,353.21) for fees. Amounts billed may not exceed rates set forth in Exhibit A-2.”

3. Section 20 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety and replaced with:

“20. RESCINDED”

3. Effective upon execution, all references to **Exhibit A, A-1, and A-2** in the existing Agreement shall be amended to read **Exhibit A, A-1, A-2, and A-3**, as applicable. **Exhibits A-3** is hereby attached.

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: SHERF-202368692-03/ Parent: SHERF-202054925-03
Contractor Name: THE EMPOWERMENT PROGRAM INC.

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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

SHERF-202368692-03/ Parent: SHERF-202054925-03
THE EMPOWERMENT PROGRAM INC.

DocuSigned by:
By: Julie Kiehl
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Name: Julie Kiehl
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-3 - Scope of Work – Jail Based Behavioral Health Services

The Empowerment Program, Inc. (EMP)
1600 York St
Denver, CO 80206

Project Period: July 1, 2023 – June 30, 2024

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 Sheriffs may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. 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

a. 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, 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.
 - ensure program effectiveness and performance is measured by specific client-centered health outcomes and reflected in the data collected.
- d. Resolve ongoing challenges to program effectiveness.
- e. Inform agency leaders and other policymakers of program costs, developments, and progress.
- f. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
- g. 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.
- h. 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 will be required. Clinical and financial documentation shall be made available for onsite or virtual review by the Behavioral Health Administration, in addition the location(s) where treatment services are being provided.

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

1.7 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.

1.8 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.

1.9 The Contractor shall maintain support relationships with all points in the criminal justice system, i.e., probation, parole, diversion, Department of Corrections, etc. to ensure continuity of care.

1.10 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>

1.11 The Contractor shall make reasonable accommodations to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

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

- a. 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 and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care.
- b. 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.
- c. 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.
- d. 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. A copy of the CDHS and HCPF formulary is available on the CDHS Website.
- e. 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 meds.

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 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.

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.

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**

Purpose. As used in this Statement of Work exhibit, the State and the Contractor together are referred to as the "Parties". The Parties understand and agree that 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

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 subcontractor, 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, CAS), or, on a case by case basis, working towards licensure with provided learning plan, and 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.

Staff Agency Qualifications:

All education/treatment providers will meet Colorado Division of Behavioral Health licensure requirements. The Empowerment Program (EMP) must be licensed by and in good standing with the Colorado Division of Behavioral Health. If EMP's status changes at any time, or if one of its staff members is arrested for any reason, EMP must immediately notify the Denver Sheriff Department. Failure to do so may result in the termination of this contract.

The EMP staff must be adequately trained to deliver Trauma education and treatment services. Staff members must be certified addiction counselors and/or meet the requirements for mental health licensure according to Colorado Division of Behavioral Health and DORA; they must be in good standing with their licensure/certification. Staff should be trained in mental health issue identification and treatment to be qualified to provide co-occurring substance abuse and mental health services.

EMP, with DSD Program Manager approval, may provisionally hire staff with a conferred master's degree in Mental Health Counseling or Social Work as a Case Manager, contingent upon their ability to obtain candidacy status with DORA. Candidacy status must be obtained within the first 60 days of hire or with a documented plan in place if more time is needed.

All services and materials shall be made available to English and Spanish speaking participants. Staff will be trained in the delivery of culturally competent services.

All staff will be trained in Motivational Interviewing (MI) and current evidence-based treatment services. At the provider's expense, EMP staff will receive ongoing MI coaching and supervision through MI supervision practices. Staff delivering cognitive-based treatment services shall be trained to deliver the curriculum with fidelity.

The provision of jail-based services must be in accordance with the DSD access requirements including:

- Criminal background checks
- Clearance to deliver services in the Jail
- Completion of a civilian safety course

EMP employees must comply with Prison Rape Elimination Act (PREA) National Standards, to include annual PREA training requirements. As well as efforts to prevent, detect, and respond to allegations and suspicions of sexual abuse and sexual harassment for the purpose of ensuring a zero- tolerance policy at DSD for sexual abuse and sexual harassment at DSD facilities.

EMP employees must comply with American Correctional Association (ACA) standards relating to the RISE program.

Services Description

Denver Sheriff Department JBBS SUD program is known as RISE (Recovery in a Secure Environment) and provides treatment therapy for male and female inmates with substance abuse and/or co-occurring disorders who are in custody with the Denver Sheriff Department. In addition, the participants can be either sentenced or unsentenced with a goal of a minimum time to be served of thirty (30) days in the RISE Program. RISE is targeted to serve between 200 and 300 participants annually with continued service in the community.

Article 2

Activities and Services

Licensed Substance Use Disorder Treatment Requirements.

- a.** Eligibility. Per program authorizing legislation, 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.** Treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c.** DSD shall implement policies and procedures on how 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.** Sub-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.
 - i.** Sub-contractor shall utilize evidence-based screening processes and tools, subject to approval by BHA, to screen for mental health disorders, substance use disorders, trauma, and traumatic brain injuries.
- e.** Each participant's treatment / transition plan should incorporate:
 - i.** Summary of the continuum of services offered to individuals based on evidence-based curricula.
 - ii.** Frequency and duration of services offered.
 - iii.** If individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.
 - iv.** Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI) for individuals who are enrolled and participating in JBBS for at least 30 days.
 - v.** The individual's natural communities, family support and pro-social support.
 - vi.** A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration.
 - vii.** Sub-contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

EMP, while working with the RISE Program, will provide the necessary therapeutic milieu management in cooperation with the parameters set by the Denver Sheriff Department (DSD) and its requirements for maintaining the safety and security of the secured facility (e.g. County Jail). The therapeutic milieu management will not supersede any interventions that are necessary and set forth by DSD uniformed and/or civilian staff. Therapeutic milieu management, including all methods/techniques exercised by EMP, staff will work in cooperation with the protocols, methodologies, and required actions that may have to be taken by staff of the Denver Sheriff Department.

EMP services that accommodate the RISE participants include group and psychoeducation will be offered 2-4 hours weekly. Screening and assessment are

ongoing and occur daily, lasting between 60 minutes and 120 minutes. Individual counseling occurs as agreed upon by the client and behavioral health specialist with sessions lasting 15 to 60 minutes. Crisis intervention also occurs as needed. Finally, transition planning and vocational services planning occur daily for 30-60 minutes. Milieu management is ongoing and occurs daily.

The following services will be included as needed based on individual assessments of participants and as approved by DSD RISE Program Coordinator.

- Assessments
 - Mental Health Disorder Screening
 - Trauma Screening
- Trauma Education Groups such as:
 - Seeking Safety
 - Helping Men Recover
 - Men's Trauma Recovery and Empowerment Model (M-TREM)
- Individual Therapy sessions as needed per assessment
- Case Management Services for transition planning
- 1-2 hours of community building on the unit each week through graduation and community meeting
- Milieu management
- Written transition plans
- Entering required information into state databases for mental health and substance use services, JBBS tracking software, as well as DSD RISE tracking.

Case Management and other services will be determined based on need per participant and determined by DSD RISE Program Coordinator in conjunction with EMP.

EMP staff and their direct supervisor and/or clinical supervisor will participate in bi-weekly collaboration meetings with the DSD RISE Program Coordinator to staff cases and address workflow and processes. In addition, EMP staff and supervisor will participate in monthly meetings with all RISE staff to address workflow and processes. EMP leadership will participate in monthly management meetings with the RISE Program Coordinator, Program Manager, and Director of Inmate Programs.

Work collaboratively with the DSD to ensure all workflow and processes are in place and agreed upon.

Article 3 Standards & Requirements

Level of program care. Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care.

Services

EMP will provide 1.0 employee (40 hours) weekly at Denver Sheriff Department for the

development and programming of the RISE unit for men. The staff will be committed to the program 40 hours/week and will be located at the jail at least 32 hours per week.

EMP will provide 1.0 employee (40 hours) weekly at Denver Sheriff Department for the development and programming of the RISE unit for women. The staff will be committed to the program 40 hours/week and will be located at the jail at least 32 hours per week. EMP employees shall be subject to the same policies and procedures, rules and regulations of the DSD to the extent that such policies, procedures, rules and regulations do not conflict with those of EMP.

EMP and DSD Program Manager may provide a temporary modification to the 40 hour per week schedule on a case-by-case basis. The purpose of modifications will be to meet staffing needs and the needs of the program and will be temporary until full-time staff requirements can be met.

EMP may be provided the opportunity for a work from home schedule, as approved by the RISE Program Coordinator or Program Manager, to exceed no more than 8 hours per week. Staff working remotely must be available by phone and by email. All computer work should be conducted on a DSD or EMP provided computer, as opposed to a personal computer. EMP will be responsible for monitoring staff work at home time to ensure all hours billed to the contract are worked on this program and will be responsible for providing DSD with a copy of their EMP internal remote work policy.

Employees will follow the same holiday schedule and leave policies as other EMP employees.

EMP will provide continuing coverage during EMP employee's extended absences due to illness, vacations, emergencies, and other reasons if exceeding 10 days annually. EMP will not be required to provide continuing coverage for staff off site training, supervision meetings, and all required staff meetings.

For employees completing program management and supervision, their time spent on RISE shall be proportionate to the administrative fees in the contract.

EMP shall report any program/treatment non-compliance by the next business day.

EMP staff will work to coordinate transition services such as appropriate housing, employment, transportation, further treatment services and other needed services.

Prior to the client leaving the Jail, EMP will work with clients to determine income and ability to pay for services including all education, therapy, cognitive skill, and monitoring. Eligible clients will be offered a sliding fee scale charge according to their ability to pay. The fees will include the following EMP treatment services. This is not an inclusive list:

- Substance abuse

- Evaluation to assess readiness for treatment and mental health screen with a referral for further evaluation
- Treatment level that matches assessed needs including Intensive Outpatient, Outpatient Substance Abuse Treatment, trauma education and therapy
- Cognitive behavioral treatment

EMP services will take place in the Jail, Monday through Friday and will continue to the community.

EMP will assist DSD, and additional RISE partners, in marketing needs of the program to facilitate education of RISE programming to internal and external stakeholders. Marketing materials will be reviewed and revised at least annually.

Article 4 Data Reporting

Subcontractor 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 another 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. For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.
- d. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see Exhibit B for allowable medications.
- e. Number of individuals who successfully transition to community-based services upon release.
- f. Program discharge outcomes and treatment status in the community after discharge.

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 issues.

The Subcontractor agrees to respond to BHA’s inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issues.

The following data elements will be captured in the DSD RISE tracking spreadsheet or other database as prescribed by DSD:

- a. Basic demographic information
- b. PCL-5 Score
- c. PCL-5 Score Category
- d. CCAR
- e. CCAR Discharge

- f. Survey Question Responses (shared responsibility)
- g. Probation Officer Name (shared responsibility)
- h. Any additional information deemed necessary by Program Coordinator

Article 5

Performance Measures

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. The Subcontractor 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 Subcontractor'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 for crimes related to substance use and drug possession. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:
 - i. JBBS participants who have received SUD-related treatment services or groups will be included in the recidivism analysis

Performance Measure Target

- a. **Performance Measure Target.** Programs will be compliant with the contract requirements if a total of 55% or more of individuals who were released from the program with a "Successful Discharge" are considered "In Treatment" or "Treatment Completed" at the one-month transition tracking interval.
- b. **Recidivism Target.** Programs will ensure the data in the JBBS CiviCore Database pertaining to the most recent complete fiscal year (July 1 – June 30) is verified and

correct by 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

- i. DSD may withhold payment of subcontractor’s invoices if entries into the JBBS CiviCore Database are not complete by the deadline stated above.
- c. **Plan of Action.** Programs who do not meet the performance benchmark for transition tracking or recidivism analysis shall be asked to submit a plan of action to improve program performance for the next fiscal year. Failure to comply with this performance measure could result in reduction of subsequent years’ program budgets.

Performance Measures and Reports as required by BHA

Collect, maintain, and submit data to be reported on a regular basis. All reports are due on the last day of the month following the time period required for the report.

Article 6

Deliverables

Deliverables for All JBBS Programs

- a. **Workgroup Attendance.** Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The subcontractor 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 subcontractor’s program organizational structure.
- b. **Critical Incidents.** The subcontractor shall share the following information by email with the RISE Program Coordinator if a critical incident occurs during a session or in the presence of clinical staff funded by the JBBS funds by close of business of the date the incident occurs:
 - 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; and
 - vi. Whether the incident resulted in any physical harm to the participant or any staff

A Critical incident is defined as any significant event or condition that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff. To include but not limited to: self-harm, including suicide attempt, completed suicide, assault on staff, assault on inmate

Invoicing

Invoice	Description	Frequency
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Monthly Invoice	<p>- Monthly invoices with required backup documentation for payment. When applicable, this includes time sheets that allocate an individual's time if s/he works less than 100% of their time on this program.</p> <p>- EMP is responsible for tracking their monthly invoices and ensuring alignment with the annual budget amount. The payout amount will not exceed the budget total.</p>	Due 15 days after the end of each month.
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Budget

- Line-item budget deviations under 25% are allowed without prior approval. Overall budget must not exceed total approved amounts. Any spending outside of the approved budget lines, or creation of new budget lines, will require prior approval.
- One-time retention payments may be utilized for staff that have remained employed by Mile High Behavioral Health Center for RISE for 6 months or longer when vacancy savings exist within the personnel budget but may not exceed overall contract amount.

Verdor Personnel	FTE	Salary	Fringe	Total
Licensed Trauma Therapist	1.0	58,000.00	9,860.00	67,860.00
Licensed Trauma Therapist	1.0	58,000.00	9,860.00	67,860.00
Total Salary and Benefits		116,000.00	19,720.00	135,720.00
Recovery Support Services				4,000.00
Staff Training				500.00
Admin/Indirect (Fed Neg rate of 11.9%)				16,686.18
Totals	2.00			156,906.18