

Contract Amendment #8

Signature and Cover Page

State Agency

Colorado Department of Human Services
Behavioral Health Administration

Contractor

City & County of Denver Colorado for the use and benefit of City & County of Denver Sheriff's Department

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 \$1,254,000.00

State Fiscal Year 2026 \$0.00*

State Fiscal Year 2027 \$0.00*

*Any amount paid as a result of Holdover Letter 27 IBEH 203683 prior to execution of this Amendment shall be deducted from Contract maximum Amount.

*An appropriation for county organizations for the Jail Based Behavioral Health program General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$15,611,451 subject to available funds which are split among other Jail based vendors. See Exhibit A: Article 3, General Provisions, paragraph 3.3.6 General Accounting Encumbrance (GAE) and paragraph 3.3.6.1.

Total for All State Fiscal Years \$3,980,842.76

Original Contract Number

23 IBEH 175212

Amendment Contract Number

27 IBEH 204273

Contract Performance Beginning Date

August 29, 2022

Current Contract Expiration Date

June 30, 2027

Signature page begins on next page.

The Parties Hereto Have Executed This Amendment

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Contractor

City & County Colorado for the use and benefit of City & County of Denver Sheriff's Department

See attached City and County of Denver Signature Page

By: Mike Johnston, Mayor

Date: _____

State of Colorado

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

By: Stephanie Beasley, Commissioner
Behavioral Health Administration

Date: _____

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

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios/Nina Douglass

Amendment Effective Date: _____

1. Parties

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2026, 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 Contactor shall provide substance abuse and mental health treatment in the City & County of Denver jail.

The purpose of this amendment is to extend the contract for another year and update and replace the following exhibit with the most current versions for fiscal Year 2027: the Exhibit A-4, Statement of Work and the Exhibit B-7, Budget.

5. Modifications

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

- A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. REPLACE Exhibit A-4, Statement of Work, with Exhibit A-5, Statement of Work, attached and incorporated by reference.
- D. ADD Exhibit B-8, Budget, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

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Exhibit A-5 - Statement of Work
Jail Based Behavioral Health Services (JBBS)

1. Article 1 - Purpose and Target Population
 - 1.1. Purpose
 - 1.1.1. The purpose of the Jail Based Behavioral Health Services (JBBS) Program is to support County Sheriff's in providing screening, assessment, and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services 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) and through funds authorized by the Colorado General Assembly (SB 12-163). The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach shall result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.
 - 1.1.2. 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.
 - 1.1.3. 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
 - 1.2.1. 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 adult individuals 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders and/or are residing in the jail awaiting sentencing.
 - 1.2.1.1. Priority shall be given to those identified to be a high jail utilizer, defined as three or more arrests in a year.
2. Article 2 - Definitions
 - 2.1. **"Agonists"** are substances that mimic the actions of a neurotransmitter or hormone to produce a response when it binds to a specific receptor in the

- brain. Opioid drugs, for example heroin and methadone, are agonists that produce responses such as ‘liking’, analgesia and respiratory depression.
- 2.2. **“Antagonists”** are chemical substances that bind to and activate certain receptors on cells, causing a biological response. Oxycodone, morphine, heroin, fentanyl, methadone, and endorphins are all examples of opioid receptor agonists.
 - 2.3. **“Behavioral Health Administration”**, or the BHA, is a cabinet member-led agency, housed within the Colorado Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs.
 - 2.4. **“Bridges Program/Court Liaison”** means an individual employed or contracted with the State Court Administrator’s Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems. Additional information can be found by searching Bridges, on this website:
<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridges>
 - 2.5. **“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.
 - 2.6. **“Certified Addiction Specialist” (CAS)** is a professional who has specialized training and experience in treating substance use disorders. CASs work with clients to develop treatment plans and help prevent relapses. The CAS is a comprehensive certification for the provision of treatment in the addictive disorders, which includes specialty areas in alcoholism, drug addiction, eating disorders, gambling addiction, and sexual addiction.
 - 2.7. **“Certified Addition Technician” (CAT)** is a professional who works with people struggling with substance use disorders. They provide support and help clients and their families understand addiction and recovery. A CAT certification requires courses such as addiction counseling skills, case conceptualization and documentation.
 - 2.8. **“Colorado Department of Regulatory Agencies” (DORA)** is the state’s umbrella regulatory agency, charged with managing licensing and registration for multiple professions and businesses, implementing balanced regulation for Colorado industries, and protecting consumers.
 - 2.9. **“Contractor”** refers to the County Sheriff’s Department that contracts for JBBS services through the BHA.
 - 2.10. **“Critical Incidents”** are incidents or significant events involving a JBBS client that are of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff. CI’s involving a JBBS client must be reported to the BHA within 48 hours of the event occurring. The assigned JBBS program manager should also be notified. This form can be found at:

<https://docs.google.com/document/d/1lum3YW-s00GMCilXpwRiobQ33jPfUyVSicB-rqWjQjY/edit?tab=t.0>

- 2.11. **“GAIN 3.2”** is the Global Appraisal of Individual Needs Assessment, version 3.2. This is the BHA’s screening requirement for all participating JBBS programs.
- 2.12. **“HCPF”** - Colorado Department of Healthcare Policy and Financing
- 2.13. **“Jail Practice Transformation”** - A Framework for Improvement designed to help jails and health providers improve iteratively, assess their current transformation level using a corresponding rubric, and allow Behavioral Health Administration to tailor support and assistance accordingly. It also serves to recognize jails that achieve exemplary levels of practice.
- 2.14. **“Licensed Addiction Counselor” (LAC)**, is a behavioral health clinician who can provide co-occurring services. Clinicians should hold a Master’s degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects from a regionally accredited institution of higher learning.
- 2.15. **“Licensed Clinical Social Worker” (LCSW)**, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.
- 2.16. **“Licensed Professional Counselor” (LPC)** is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.
- 2.17. **“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.
- 2.18. **“Memorandum of Understanding” (MOU)**, is an agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action. Sheriff’s Offices participating in JBBS are required to have MOUs in place with all JBBS subcontractors. Copies of these agreements must be provided to the BHA JBBS Program Managers.
- 2.19. **“Partial Agonists”** are opioids that activate the opioid receptors in the brain, but to a much lesser degree than a full agonist. Buprenorphine is an example of a partial agonist.
- 2.20. **“Presentence Coordinator”** provides screening, assessment and case management services to those in custody, with the primary focus being on individuals who have repeated arrests in a calendar year. This person should be meeting with individuals to address intervention needs, transition planning and resource navigation, and should work collaboratively with individuals, colleagues, community resources and partners to create unique and individual plans that best address each client’s needs.
- 2.21. **“Regional Accountable Entity” (RAE)** is responsible for building and supporting networks of providers, monitoring data and coordinating members’ physical and behavioral health care. JBBS staff are encouraged to work with the RAE in their regions.

- 2.22. **“Release of Information” (ROI)** is a legal document or controlled process that authorizes the disclosure of an individual's personal, sensitive, or protected information to a specified third party.
- 2.23. **“Subcontractor”** is any entity the Contractor chooses to partner with in order to provide JBBS services.
3. Article 3 - General Provisions
- 3.1. General Administration
- 3.1.1. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s) or individuals that are licensed, who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.
- 3.1.2. **Program Coordinator.** The Contractor shall maintain a JBBS Program Coordinator position in accordance with this agreement. The JBBS Program Coordinator may be a full time or hourly position, and the salary shall align with Exhibit B, the Budget and Rate Schedule. The Program Coordinator shall attend JBBS Quarterly Meetings, Round Tables, and other meetings and training as required, and shall oversee the JBBS Program and its operations. The Program Coordinator is responsible for ensuring all data, invoices, and supporting financial documents are submitted correctly and timely. Any changes to the Program Administrator's contact information must be communicated via email to the Behavioral Health Administration within one business day of change to cdhs_jbbs@state.co.us.
- 3.1.2.1. DELIVERABLE: Program Coordinator Contact Information
- 3.1.2.2. DUE DATE: Within One (1) Business Day of any changes to the Program Coordinator contact information
- 3.1.2.3. DELIVERED TO: cdhs_jbbs@state.co.us
- 3.1.3. **JBBS Program Coordination Group.** The Contractor shall maintain a Program Coordination group within the facility in support of the JBBS program. The Program Coordination Group shall meet on a regular basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Coordinator or designee shall be available to attend periodic program coordination group meetings for technical assistance, contract management, and support based on agency needs. BHA reserves the right to record JBBS meetings as necessary.
- 3.1.3.1. The Program Coordination Group shall:
- 3.1.3.1.1. Discuss program implementation, which shall include challenges and successes,
- 3.1.3.1.2. Discuss training recommendations,

- 3.1.3.1.3. Measure the program’s progress toward achieving stated goals, using data provided by BHA program manager(s) and Data & Monitoring Coordinator to guide work,
 - 3.1.3.1.4. Use data and feedback provided by BHA program manager(s) and Data & Monitoring Coordinator to ensure program effectiveness and performance by discussing program needs and issues, and implementing changes that can help to enhance and improve the program,
 - 3.1.3.1.5. Resolve ongoing challenges to program effectiveness,
 - 3.1.3.1.6. Inform agency leaders and other policymakers of program costs, developments, and progress, and develop policies and procedures to ensure clinical staff have the resources and support required for service provision.
- 3.1.4. **Exit Survey.** Beginning in early SFY27, BHA will create a “JBBS Exit Survey” and access point on the JBBS website for jails to gather feedback from clients. Jails are encouraged to provide access to the survey and assistance as needed for clients to complete the “JBBS Exit Survey”. Though it is highly recommended for every client discharged from JBBS to complete the survey, it is not required. However, the number of surveys completed by each program will be monitored and, depending on survey completion rates, this may be a requirement for future contracts if completion rates are low in SFY27.
- 3.1.5. **Work Plan.** The Annual Work Plan has been redesigned for SFY27. This new format was created as a way for programs to ensure they are aligned with key performance indicators that address the goals and objectives of the JBBS program.
- 3.1.5.1. <https://docs.google.com/document/d/1DhAv3ZTAB1f8X2y4CpzDxhil5SztU3FeBObnHObiAwl/edit?tab=t.0>
- 3.1.6. **Subcontractors.** The JBBS Program requires a subcontract or MOU be in place for any and all subcontractors. See Exhibit C, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.
- 3.1.7. **Audits.** Participation in audits shall be required by participants when necessary. Clinical and financial documentation shall be made available when requested for onsite or virtual review by the Behavioral Health Administration, in addition to the location(s) where post-release treatment services are being provided.
- 3.1.8. **Recovery Support Services.** JBBS programs shall provide recovery support services including, but not limited to, clothes, transportation, food, emergency housing assistance, medication assistance, and/or basic hygiene items that assist in stabilizing the individual in the community. A list of allowable items is located in Exhibit B, the budget & rate schedule.

- 3.1.9. **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.
- 3.1.10. **Medication Consistency.** The Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Psychotropic Medication formulary developed by BHA in collaboration with HCPF in accordance with SB 17-019. The Psychotropic Medication Formulary is available to all jails and is updated annually in accordance with the The Pharmacy & Therapeutics (P&T) Committee through the Department of Healthcare Policy and Financing.
- 3.1.10.1. This committee shall:
- 3.1.10.1.1. Review drugs or drug classes selected by the Department,
 - 3.1.10.1.2. Consider drug safety and efficacy and other review criteria requested by the Department,
 - 3.1.10.1.3. Make clinical recommendations on drugs or drug classes,
 - 3.1.10.1.4. Perform any other act requested by the Department necessary for the development and maintenance of the Preferred Drug List as described in 10 C.C.R. 2505-10, Section 8.800, and
 - 3.1.10.1.5. Meet, at a minimum, quarterly at the discretion of the Department or the P&T Committee.
- 3.1.10.2. The psychotropic formulary drug classes shall be reviewed on an annual basis, and all updates shall be reflected by March 15 annually. The updated version of the formulary shall be made available to county jails by BHA. The HCPF Pharmacy and Therapeutics workgroup reviews this annually and determines if changes need to be made. The newly updated/approved version will be updated by May each year and posted on the Medication Consistency website. Jails shall utilize the Psychotropic Medication Formulary as guidance for prescribing such medications to individuals in the carceral setting. As requested by BHA, Contractor shall provide a copy of any additional medication formularies utilized in the jail to ensure medication consistency. A copy of the BHA and HCPF formulary is available on the BHA Medication Consistency Page at <https://bha.colorado.gov/behavioral-health/medication-consistency>. The Contractor shall not bill program participants for appointments or medications otherwise covered by JBBS. See

Exhibit B, the budget and rate schedule for a list of covered medications.

- 3.1.10.2.1. JBBS shall use their discretion to consider paying for a client's psychotropic medication with approval from the assigned program manager with proof of program enrollment (ie; completed GAIN assessment) and protocol that ensures client safety and therapeutic effectiveness of the medication.
- 3.1.11. **Crisis Intervention.** Crisis intervention is allowable for JBBS providers who hold the necessary licenses while working in the jail during their shift to support therapeutic mental health interventions as they occur. Crisis intervention shall not interfere with current JBBS services actively being administered, but shall be utilized in the event an individual is experiencing a crisis and no additional providers are available.
- 3.2. Confidentiality and HIPAA / 42 CFR Part Two
 - 3.2.1. **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.
 - 3.2.2. **Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.** The Contractor shall require all third parties, including subcontractors or other partner agencies completing work pursuant to this contract, agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in Exhibit D of this Contract. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum shall be required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies. Copies of all JBBS subcontracts must be provided to BHA within thirty (30) days of the agreements being signed. It is the responsibility of the Contractor to ensure all Subcontractors are reimbursed for services rendered within thirty (30) days of receipt of an invoice.
 - 3.2.3. **Information Sharing.** For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, participating in the JBBS program, Contractor shall share patient-specific mental health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care. All information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.

- 3.2.4. **Additional Measures.** The Contractor shall agree to the following additional privacy measures:
 - 3.2.4.1. **Safeguards**
 - 3.2.4.1.1. 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.
 - 3.2.4.2. **Confidentiality**
 - 3.2.4.2.1. The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement. It is recommended that participating jails have a universal ROI for JBBS clients to sign to ensure appropriate continuity of care.
- 3.3. **Financial Provisions**
 - 3.3.1. Adopted on January 1, 2024, Rule 7-2; 3.1 states: Unless otherwise authorized by law, unexpended appropriations expire at the end of each fiscal year and do not continue into a subsequent fiscal year. Open encumbrances at the end of a fiscal year do not constitute an obligation against that year's appropriation. §24-75-102, C.R.S.: Except as otherwise provided by law, all monies appropriated by the general assembly shall be expended or encumbered, if authorized by the controller, only in the fiscal year for which it was appropriated. Except as otherwise provided by law, any money unexpended or not encumbered from the appropriation to each department for any fiscal year shall revert to the general fund or, if made from a special fund, to such special fund.
 - 3.3.2. **Cost Reimbursement / Allowable Expenses.** This contract is paid by cost reimbursement. The rate schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, be reviewed by the JBBS program manager, and shall not exceed any detail in the budget in this regard. Documentation of all monthly expenses shall be submitted along with the invoice each month. If a purchase is being requested that falls outside of the rate schedule, the Program Coordinator is required to make this request in writing for review by Program Managers.
 - 3.3.3. **Staff Time Tracking and Invoicing.** The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each program or funding stream. Any other funding sources or in-kind

contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices and supporting financial documents will be submitted to cdhs_BHApayment@state.co.us, by the 20th of the following month.

- 3.3.4. **Procurement Card.** Counties may consider the use of a procurement card to be used for expenses related to the JBBS program. The Contractor shall follow its county's internal guidance and policies for use of procurement cards.
 - 3.3.5. **Other Financial Provisions.** Invoicing instructions are further defined in Exhibit C, Miscellaneous Provisions.
 - 3.3.6. **General Accounting Encumbrance.** Payment to the Contractor shall be made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
 - 3.3.6.1. Total payments requested for State Fiscal Year 2027 must be summarized and included in every invoice. Yearly invoice totals for the State Fiscal Year 2027 must not exceed \$15,611,451 across all Contractors. This funding is subject to State approval and may be subject to adjustments.
4. Article 4 - Activities and Services
- 4.1. Substance Use Disorder (SUD) Treatment Services
 - 4.1.1. Licensed Substance Use Disorder Treatment Requirements
 - 4.1.1.1. 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.
 - 4.1.1.2. Individual treatment providers who are providing clinical services must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
 - 4.1.1.3. The Contractor shall implement policies and procedures on how the subcontracted treatment provider(s) shall 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.
 - 4.1.1.4. The Contractor shall provide appropriate screening(s), assessment(s), brief intervention and linkage to care in the community, based on an individualized treatment and, or transition plan.
 - 4.1.1.5. Each individual's treatment or transition plan shall incorporate:

- 4.1.1.5.1. Summary of the continuum of services offered to individuals based on evidence-based curricula.
- 4.1.1.5.2. Frequency and duration of services offered.
- 4.1.1.5.3. Description of how services are divided if an individual's treatment will be provided by more than one treatment provider/agency.
- 4.1.1.5.4. The individual's natural communities, family support, and pro-social support.
- 4.1.2. Standards and Requirements
 - 4.1.2.1. **Authorizing Legislation and Description of Services.**
 - 4.1.2.1.1. 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:
 - 4.1.2.1.1.1. Alcohol and drug screening, assessment, and evaluation,
 - 4.1.2.1.1.2. Alcohol and drug testing,
 - 4.1.2.1.1.3. Treatment for assessed substance abuse and co-occurring disorders, and
 - 4.1.2.1.1.4. Recovery support services.
 - 4.1.2.1.2. The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.
 - 4.1.2.2. **Level of Program Care.** Services offered by the Contractor hereunder shall meet ASAM Level 1.
- 4.1.3. Data Reporting
 - 4.1.3.1. Contractor shall be required to report client information into databases selected by the Behavioral Health Administration. For SFY27, BHA has elected to use Civicore, owned and operated by "Libera", and Chestnut Health Systems, Inc. ("Chestnut"), the sole provider of the GAIN (Global Appraisal of Individual Needs). Platform names are subject to change. Each agency's user agreements must be in place with BHA and, or each individual jail. BHA reserves the right to change the client information databases at its discretion. Any such change will be announced ahead of time and shall provide further instructions regarding usage and user agreements.
 - 4.1.3.2. Data must reflect current enrollment of all program participants, along with the services provided, by the 15th day of each

calendar month to allow BHA staff to utilize current data. The following data elements shall be captured in the Civicore JBBS database, or another database as prescribed by BHA:

- 4.1.3.2.1. A record for each individual who screened “positive” for a mental health disorder or substance use disorder; other screenings completed (including the GAIN 3.2 when required) and results thereof.
- 4.1.3.2.2. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
- 4.1.3.2.3. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see Exhibit B for allowable medications.
- 4.1.3.2.4. Number of individuals who successfully transition to community-based services upon release.
- 4.1.3.2.5. Program discharge outcomes and treatment status in the community after discharge.
 - 4.1.3.2.5.1. DELIVERABLE: Participant Enrollment Data
 - 4.1.3.2.5.2. DUE DATE: by the 15th day of each Calendar month
 - 4.1.3.2.5.3. DELIVERED TO: Civicore Database, or another database as directed by BHA
- 4.1.3.3. The Contractor shall respond to BHA’s inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data related issues.
- 4.1.3.4. The Contractor shall notify BHA of any staffing changes within 48 hours, so that individual’s database access can be deactivated.
- 4.1.4. Performance Measures
 - 4.1.4.1. **Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community based treatment services upon release. If the individual is still receiving services upon release, by way of JBBS funds, Contractor or Subcontractor shall continue to track these individuals in Civicore until that individual is no longer enrolled in the program. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor’s Recovery Support Services section of their budget for up to twelve (12) months. The following are the treatment status options:
 - 4.1.4.1.1. Deceased - In the event of death of the individual post-release.
 - 4.1.4.1.2. In Treatment - Individual is engaged in community-based treatment services as recommended in the transition plan.

- 4.1.4.1.3. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.
- 4.1.4.1.4. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or twelve due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.
- 4.1.4.1.5. 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.
- 4.1.4.1.6. Status Unknown - Individual cannot be located.
- 4.1.4.1.7. Treatment Completed - Individual has completed treatment as recommended in the transition plan.
- 4.1.4.2. **Recidivism.** JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach is intended to result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:
 - 4.1.4.2.1. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.
 - 4.1.4.2.2. 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.
 - 4.1.4.2.3. Recidivism Reporting. 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.
- 4.2. Mental Health Treatment (SB 18-250)
 - 4.2.1. Services
 - 4.2.1.1. Jails shall utilize evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.
 - 4.2.1.2. The Contractor shall:
 - 4.2.1.2.1. 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.
 - 4.2.1.2.2. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff shall be made to a JBBS clinician within 48 hours, or, when the

- individual is medically cleared to be screened, via the appropriate channels.
- 4.2.1.2.3. Assess individuals booked into the jail facility who show an interest in the JBBS program for psychiatric medication needs by requesting and reviewing medical and prescription history.
 - 4.2.1.2.4. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
 - 4.2.1.2.5. Coordinate services with local community behavioral health providers prior to the release of an individual to ensure continuity of care following their release from the jail.
 - 4.2.1.2.6. Complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment, and use the information obtained in this assessment to assist in the individual's treatment plan.
 - 4.2.1.2.6.1. The Contractor shall monitor and make reasonable efforts to ensure that all participants complete a GAIN assessment a recommended minimum of every 90 days thereafter, to track progress. Other site-specific tools can be utilized in addition to the GAIN if this is a requirement of the Subcontractor's agency.
- 4.2.2. Training and Meetings
- 4.2.2.1. The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training shall provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA can provide assistance with training the Medical Team staff regarding the MAT services and resources across the State.
 - 4.2.2.1.1. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff.
 - 4.2.2.1.2. Program Meetings and Required Training: Program meetings and other required training shall be scheduled throughout the term of the JBBS Program contract.

- 4.2.3. Evidence Based Practices
 - 4.2.3.1. The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes.
- 4.2.4. Individualized Service Provision
 - 4.2.4.1. 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.
- 4.2.5. Standards and Requirements
 - 4.2.5.1. Mental Health Treatment Providers. The subcontracted mental health treatment provider(s) or individual(s) shall be licensed and in good standing with the Department of Regulatory Agencies (DORA). The subcontracted mental health treatment provider(s) shall adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.
- 4.3. Pre-Sentence Re-Entry Coordinator Services
 - 4.3.1. JBBS Pre-Sentence Reentry Coordinator Services
 - 4.3.1.1. 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:
 - 4.3.1.1.1. 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 screens positive for a substance use disorders, co-occurring mental health and substance use disorders, and/or are identified to be a suicide risk.
 - 4.3.1.1.2. 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.
 - 4.3.1.1.3. Brief Intake Assessment. The Contractor may 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_FL_NAL_2.12.13.pdf
 - 4.3.1.1.4. Open Referral Process. The Contractor shall facilitate an open referral process with individuals 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.
- 4.3.1.1.5. Intervention/Therapy. The Contractor shall offer brief intervention and/or therapy to inmates as necessary.
 - 4.3.1.1.6. Coordinate Referral Information. The Contractor shall coordinate with community entities as applicable (i.e., pre-trial, probation, community corrections, therapeutic communities) to ensure the supervision entities are made aware of the individual's assessed needs and scheduled appointments.
- 4.3.2. Service Provision
- 4.3.2.1. A report of high jail utilizers shall be run every five to seven days. Based on this list, JBBS staff shall review those who would not qualify for pre-sentence reentry coordination services.
 - 4.3.2.1.1. Once the list of high jail utilizers is reviewed, the pre-sentence coordinator (PSC) shall meet with those individuals to identify their needs.
 - 4.3.2.1.2. Based on the information gathered through this tool (and other information where applicable), the pre-sentence coordinator shall create a discharge packet to be given to the individual upon their release.
 - 4.3.2.1.3. A discharge plan shall include, but is not limited to, referral or resource information for the following categories: mental health services, medication, substance abuse services, medication assisted treatment, health care/medical services, benefits, food, clothing, transportation, housing, identification needs, employment, and disability income resources.
 - 4.3.2.1.4. If the individual wants their discharge plan shared with any of the referral community agencies, they shall be required to sign a release of information.
 - 4.3.2.2. If an individual is sentenced, the pre-sentence coordinator shall assist them with appointments in the community prior to their release. If a client reports opiate use, they shall be referred to medical for the appropriate MAT services.
 - 4.3.2.3. The contractor shall seek partnerships with the Regional Accountable Entity (RAE) to ensure referrals are made in a timely manner with community treatment providers.

- 4.3.3. Data Accessibility
 - 4.3.3.1. The Pre-Sentence Reentry Coordinator position shall be given access to, receive training on, and be able to utilize the data in the Jail Management System (JMS) in order to target the high jail utilizers.
- 4.3.4. Data Entry
 - 4.3.4.1. All discharge plans/notes shall be entered in Civicore under the services tab as “Community Resources and Access”. Any additional follow-up shall be entered under the services tab utilizing the drop down option that most closely represents what services are being provided.
- 4.4. Medication Assisted Treatment
 - 4.4.1. Provision of Medication-Assisted Treatment.
 - 4.4.1.1. The Contractor shall hire MAT providers to support MAT programs in their facility. MAT treatment includes development and implementation of medication-assisted treatment, approval of prescribers by the United States Drug Enforcement Agency, other appropriate withdrawal management care, and assistance with identifying bulk purchasing opportunities for necessary services. The facility shall offer medication approved by the federal Food and Drug Administration that are approved to treat opiate use disorder, which must include agonists, partial agonists, and antagonists, to a person in custody with an opiate use disorder. The person, in collaboration with the treating provider, shall be given a choice concerning what medication is prescribed, based on the facility’s medication formulary. The Contractor or designee, shall be responsible for documenting individual-level MAT services provided, including date of service, type of service, duration of service, specific MAT medication provided, frequency of dosage, and any additional applicable information. Contractors engaging in MAT treatment shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:
 - 4.4.1.1.1. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy shall be provided to the BHA by June 15 annually.
 - 4.4.1.1.1.1. DELIVERABLE: MAT Policy
 - 4.4.1.1.1.2. DUE DATE: June 15th, annually
 - 4.4.1.1.1.3. DELIVERED TO: cdhs_jbbs@state.co.us
 - 4.4.1.1.2. Identify program appropriate individuals via evidence-based screening.
 - 4.4.1.1.3. Link persons with a community based clinical care provider.

- 4.4.1.1.4. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- 4.4.1.1.5. Provide patient education surrounding SUD and the types of treatment available in their community.
- 4.4.1.1.6. Develop and routinely review individualized treatment plans.
- 4.4.1.1.7. Have fentanyl related considerations for withdrawal management.
- 4.4.1.1.8. Provide overdose reversal medication at release.
- 4.4.2. Allowable Expenses
 - 4.4.2.1. 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.
 - 4.4.2.1.1. Fee for service agreements with Contractors for treatment, medical staff, and medications.
 - 4.4.2.1.2. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone or Kloxxado.
 - 4.4.2.1.3. DEA licensing services.
 - 4.4.2.1.4. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both sworn and civilian positions.
 - 4.4.2.1.5. Facility and equipment upgrades related to MAT, per JBBS program manager approval.
 - 4.4.2.1.6. 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.
 - 4.4.2.1.7. Technical assistance.
 - 4.4.2.1.8. Training services for jail staff as it relates to MAT.
 - 4.4.2.1.9. Consultation services for jail staff and community providers as it relates to MAT.
 - 4.4.2.1.10. Advertising, marketing or public relation services regarding MAT services.
 - 4.4.2.1.11. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail.
 - 4.4.2.1.12. Translation services for those receiving MAT services when needed.
 - 4.4.2.1.13. Delivery of MAT medications.
 - 4.4.2.1.14. Community re-entry services as related to MAT services.
- 4.4.3. Standards and Requirements
 - 4.4.3.1. Program Policies and Plans

- 4.4.3.1.1. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Article 5.2.1.
- 4.4.3.1.2. 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.
- 4.4.3.1.3. Jails shall provide a plan to BHA by December 31 detailing the sustainability of their respective MAT programs beyond the fiscal year or when funds are fully expended. This plan shall include how the jail will continue to provide MAT services and the expected funding sources. Counties are encouraged to use county funding available from a settlement or damage award from opiate-related litigation to support jails in complying with the requirements of this section.
 - 4.4.3.1.3.1. DELIVERABLE: MAT Sustainability Plan
 - 4.4.3.1.3.2. DUE DATE: December 31st, annually
 - 4.4.3.1.3.3. DELIVERED TO: cdhs JBBS@state.co.us
- 4.4.3.2. License Requirements
 - 4.4.3.2.1. 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.
 - 4.4.3.2.2. 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 substance 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.
- 4.4.3.3. Level of Program/Care
 - 4.4.3.3.1. 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.

5. Article 5 - Deliverables

5.1. Deliverables for all JBBS Programs

5.1.1. Quarterly Survey. The Contractor shall submit to the State responses to the JBBS Quarterly Survey. The survey shall be sent to the Contractor on or around the 15th of the month, following the end of the previous quarter. Responses shall be due to the state one month after receipt of the survey. The first quarter shall be July, August, and September. The second quarter shall be October, November, and December. The third quarter shall be January, February, and March. The fourth quarter shall be April, May, and June.

5.1.1.1. DELIVERABLE: Quarterly Survey

5.1.1.2. DUE DATE: Within 30 days of receipt of the survey

5.1.1.3. DELIVERED TO: cdhs_jbbs@state.co.us

5.1.2. JBBS Database Reporting.

5.1.2.1. 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.

5.1.2.1.1. DELIVERABLE: Data Reporting

5.1.2.1.2. DUE DATE: The 15th of each month

5.1.2.1.3. DELIVERED TO: <https://fw.civicore.com/jbbhs>

5.1.2.2. Data Entry shall include:

5.1.2.2.1. Basic individual demographic and working diagnosis information.

5.1.2.2.2. Booking date (date that the individual was booked into jail).

5.1.2.2.3. Screening date.

5.1.2.2.4. Client eligibility for JBBS services.

5.1.2.2.5. Whether or not the client declined JBBS services.

5.1.2.2.6. Whether or not the client was released from the facility before being admitted to JBBS.

5.1.2.2.7. Admission date (date the individual was formally admitted to the program or when they began receiving JBBS services).

5.1.2.2.8. Whether or not the client was enrolled in JBBS in another facility and, if so, which facility, the reason for re-arrest, and the contributing factor for re-arrest.

5.1.2.2.9. Whether or not the client was discharged from JBBS services.

5.1.2.2.10. Whether or not the client was released from jail.

- 5.1.2.2.11. Discharge date. BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
- 5.1.2.2.12. Discharge type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). If it is an unsuccessful discharge, the reason for the unsuccessful discharge.
- 5.1.2.2.13. Primary diagnosis and secondary diagnosis (if applicable).
- 5.1.2.2.14. Screening results:
 - 5.1.2.2.14.1. GAIN 3.2 assessment completed (to include questions related to TBI). If the TBI screen is positive, referral should be made to an outside agency.
- 5.1.2.2.15. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.
- 5.1.2.2.16. 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).
- 5.1.2.2.17. Date, duration, and participants who attended for treatment or case management group sessions.
- 5.1.2.2.18. 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.
- 5.1.3. Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in these 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.
- 5.1.4. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client is documented and shared with the Behavioral Health Administration via an encrypted email to cdhs_jbbs@state.co.us, within 24 hours of the time the incident occurs. The Contractor shall

include this reporting requirement in all subcontractor agreements. The contractor shall submit all critical incidents utilizing the Critical Incident Form Template:

<https://docs.google.com/document/d/1lum3YW-s00GMcilXpwRiobQ33jPfUyVSicB-rqWjQjY/edit?tab=t.0>

- 5.1.4.1. DELIVERABLE: Critical Incident Report
- 5.1.4.2. DUE DATE: Within 24 hours of the critical incident
- 5.1.4.3. DELIVERED TO: cdhs_jbbs@state.co.us
- 5.1.5. Copy of Proposed Subcontract. The Contractor shall provide to BHA a copy of all subcontracts between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_jbbs@state.co.us within 30 days of subcontract execution. The subcontract shall be evaluated to ensure it is in compliance with the requirements outlined in this contract:
 - 5.1.5.1. DELIVERABLE: Send BHA copies of all proposed subcontracts
 - 5.1.5.2. DUE DATE: Within 30 days of being signed and by July 30th, annually
 - 5.1.5.3. DELIVERED TO: cdhs_jbbs@state.co.us
- 5.1.6. 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.
- 5.1.7. Monthly Contract Monitoring Tool (MCMT). The MCMT shall be sent to the Contractor on or around the 1st of the month. The Contractor shall submit a completed contract monitoring tool no later than the 20th of the month with the prior month's information.
 - 5.1.7.1. DELIVERABLE: Monthly Contract Monitoring Tool
 - 5.1.7.2. DUE DATE: By the 20th of each month for the previous month
 - 5.1.7.3. DELIVERED TO: Completed via Google Form provided by BHA
- 5.1.8. Quarterly Survey. The Quarterly Survey shall be sent to the Contractor on or around the first month of the quarter, four times per year (October, January, April, and July). The Contractor shall submit and complete the Quarterly Survey no later than the time that is specified when that document is sent out.
 - 5.1.8.1. DELIVERABLE: JBBS Quarterly Survey
 - 5.1.8.2. DUE DATE: Ongoing. Responses shall be due to BHA one month after receipt of the survey
 - 5.1.8.3. DELIVERED TO: Completed via Google Form provided by BHA
- 5.1.9. Jail Practice Transformation: Assisting jails in achieving incremental improvement and advancing through levels of transformation. Each jail is required to collaborate with its respective program manager to conduct a quarterly assessment of the various components of the Jail Performance Transformation (JPT) model. Subsequent to the assessment, each facility shall determine its level of transformation for the quarter and submit a request for the appropriate level of technical

assistance, training, and support necessary to continue advancing to a higher level within the model. Each facility will detail key aspects of its transformation within the final Jail-Based Behavioral Services (JBBS) report and present any subsequent plans or recommendations for sustained growth in the following year. For each component of the jail practice transformation model, you will provide a brief narrative and metric response detailing the achieved level. This deliverable must also outline the necessary and appropriate technical assistance, guidance, or training/support required for continued growth.

- 5.1.9.1. DELIVERABLE: Narrative and Metric Response
- 5.1.9.2. DUE DATE: Quarterly, within 20 days of the end of the quarter
- 5.1.9.3. DELIVERED TO: via the Monthly Contract Monitoring Tool
- 5.1.10. Plan of Action. Contractors who do not meet the required deliverables for which they have been provided funding, may be asked to submit a plan of action to improve program performance. Submit an action plan outlining the steps to remediate identified contract deficiencies.
 - 5.1.10.1. DELIVERABLE: Action Plan
 - 5.1.10.2. DUE DATE: As provided by the BHA JBBS Program Manager, as needed
 - 5.1.10.3. DELIVERED TO: JBBS Program Managers
- 5.1.11. Monthly BHA Invoice. Invoices shall be submitted to cdhs_bhpayment@state.co.us by the 20th of the following month. One month's expenses are allowed per invoice. Supporting financial documentation shall be required to be submitted along with the invoice (e.g. receipts, payroll documentation, evidence of JBBS enrollment if paying for mental health and/or substance use medications, subcontractor invoices, MAT delivery documentation, etc.).
- 5.1.12. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), the Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding may result in reduction in the current year budget.
 - 5.1.12.1. DELIVERABLE: Spending Projection Plan
 - 5.1.12.2. DUE DATE: No later than November 30th, annually, and as requested by BHA JBBS Program Manager(s)
 - 5.1.12.3. DELIVERED TO: JBBS Program Manager
- 5.1.13. Behavioral Health Screenings. JBBS staff are required to complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment. If using a paper version of the assessment, results of that assessment need to be entered into the Chestnut Health Systems website within 15 calendar days of completion of the assessment.
 - 5.1.13.1. DELIVERABLE: GAIN 3.2 Assessment

- 5.1.13.2. DUE DATE: Within fifteen (15) calendar days of completing the assessment
- 5.1.13.3. DELIVERED TO: Chestnut Health Systems
- 5.2. Additional Deliverables related to MAT
 - 5.2.1. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA with the most current policy for their intended MAT service delivery method, via email to cdhs_jbbs@state.co.us by June 15.
 - 5.2.1.1. DELIVERABLE: MAT Service Policy
 - 5.2.1.2. DUE DATE: Annually by June 15th
 - 5.2.1.3. DELIVERED TO: cdhs_jbbs@state.co.us
 - 5.2.2. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields. 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.
 - 5.2.2.1. DELIVERABLE: MAT Data Entry
 - 5.2.2.2. DUE DATE: Monthly, by the 15th of each month
 - 5.2.2.3. DELIVERED TO: Civicore
 - 5.2.3. Medication Compliance. The Contractor shall report to BHA the number of individuals who have engaged in MAT services under the JBBS umbrella, who have successfully transitioned to a provider for further treatment or ongoing evaluation for MAT services.
 - 5.2.3.1. DELIVERABLE: Medication Compliance
 - 5.2.3.2. DUE DATE: Quarterly, by the 30th day following the end of the quarter
 - 5.2.3.3. DELIVERED TO: cdhs_jbbs@state.co.us



COLORADO

Behavioral Health Administration

EXHIBIT B-8, FY27 PROJECTED BUDGET AND RATE SCHEDULE

Revised 4/09/26

BHA Program	JBBS				
Agency Name	City & County of Denver	Program Contact, Title		Rachel Swalley, Program Director	
		Phone		720-793-6217	
		Email		rachel.swalley@denvergov.org	
Budget Period	July 1, 2026 - June 30, 2027	Fiscal Contract, Title		Laura Brown, Sr. Accountant	
		Phone		720-913-4104	
		Email		laura.brown@denvergov.org	
Project Name	Jail Based Behavioral Services	Date Completed		4/13/2026	

SERVICE CATEGORIES

General Accounting Encumbrance	Funding Source	Total
JBBS Substance Use Disorder Treatment Services Statewide	State Reappropriated Fund	\$8,370,000
JBBS Mental Health Treatment Services Statewide	State General Fund	\$7,241,451

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

JBBS RATE SCHEDULE

Statewide Maximum Salaries (BHA will reimburse salaries up to the state maximum)

Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.

Licensed Professional Counselor (LPC)	\$67,593 / year
Licensed Clinical Social Worker (LCSW)	\$80,245 / year
Licensed Addiction Counselor (LAC)	\$58,324 / year
Certified Addiction Specialist (CAS)	\$52,942 / year
Certified Addiction Technician (CAT)	\$40,128 / year
Case Manager	\$51,490 / year
Presentence Coordinator	\$57,807/year
JBBS Program Administrator (full time)	\$87,400 / year
JBBS Program Administrator (hourly)	\$41.00/hour
Data Entry Clerk	\$39,672 / year
Peer Support Specialist	\$19.50/hour
Qualified Medication Administration Professional (QMAP)	\$20.12 / hour
* Physician Assistant (PA)	\$57.73 / hour
* Registered Nurse	\$40.69 / hour

***These positions must directly benefit JBBS program participants and should be billed hourly**

Travel	
Mileage reimbursement rate	.69/mile

Operating Expenses	
Maximum total percentage of contract budget	15%

Indirect Expenses	
Maximum total percentage of contract budget	15%

BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
RECOVERY SUPPORT SERVICES	
Allowable Services	Additional Notes
Fees for ID cards and/or Birth Certificates	1 birth certificate and/or 1 ID card per client
Indigent Backpacks	1 per client
Hygiene Items	dependent upon need
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	dependent upon need
Child Care	1 month limit per client, per child
Clothing	dependent upon need
Cold Weather Gear (tents, coats, blankets)	dependent upon need
Educational Costs (books, supplies, fees)	dependent upon need
Emergency Housing/Rental Assistance	90 day limit per person
Eyewear	Limit of \$400 per person (glasses OR contact lens)
Food Assistance	\$50 per person
GED Program / Testing	\$175 per client
Hearing	Limit of \$2000/device
JBBS Staff Office Supplies	Printer, printing paper, pens, new laptops for those aging out
Job Placement Training	dependent upon need
Life Skills Training	dependent upon need
Medical Assistance – copays / infectious disease testing/ U	Limit of \$250.00 per person
Medications	30 day limit
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	dependent upon need
Transportation Assistance (Uber, Lyft)	Limit of \$60 per person unless otherwise approved
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
Utility Assistance	1 month limit per client
MEDICATIONS	
Medication reimbursement based on a) provider's established rate, b) jail purchase agreement rate, or c) in the absence of an established rate or jail purchase agreement rate	
Jails are encouraged to seek bulk purchasing opportunities for medications	
All psychiatric medications must be approved by the BHA and proof of JBBS enrollment must be submitted along with monthly invoice	
MAT medications	Maximum Allowable Reimbursement Rate
Methadone	\$126/week
Naltrexone (Vivitrol) injectable- 380mg	\$1700/injection
8 mg/0.16 mL Brixadi subcutaneous solution, ER	\$456/injection
16mg/0.32mL Brixadi subcutaneous solution, ER	\$490/injection
24 mg/0.48mL Brixadi subcutaneous solution, ER	\$948/injection
32 mg/0.64 mL Brixadi subcutaneous solution, ER	\$711/injection
64 mg / 0.18mL Brixadi subcutaneous solution, ER	\$1,793/injection
96 mg / 0.27mL Brixadi subcutaneous solution, ER	\$1,793/injection
128 mg / 0.36mL Brixadi subcutaneous solution, ER	\$1,793/injection
Sublocade (Buprenorphine ER) injectable	\$2,000/injection
Buprenorphine/naloxone sublingual film (suboxone) - 12m	\$179/30 film
Buprenorphine/naloxone sublingual film (suboxone) - 8mg	\$90/30 film
Buprenorphine/naloxone sublingual film (suboxone) - 4mg	\$90/30 film
Buprenorphine/naloxone sublingual film (suboxone) - 2mg	\$55/30 film
Buprenorphine/naloxone sublingual tablet - 2mg-0.5mg	\$63/30 tablets
Buprenorphine/naloxone sublingual tablet - 8mg-2mg	\$105/30 tablets
Overdose Reversal Medications	
Narcan (4mg)	\$45/ spray

Kloxxado (8mg/0.1mL)				\$140 / 2 spray
Opvee (2.7mg/0.1mL)				\$112 / 2 spray
Other Allowable Expenses (with program manager appro				
DEA Licensing services				
Staff Training				
Consulting services related to MAT				
Translation services				
Testing fees for professional licenses				
Delivery of MAT medications to the facility				
FY27 Anticipated Budget Cap				
JBBS Substance Use Disorder Treatment Services Statewide		State Reappropriated Fund		\$202,460.00
JBBS Mental Health Treatment Services Statewide		State General Fund		\$179,540.00
		TOTAL		\$382,000.00

Contract Control Number:
Contractor Name:

SAFTY-202684349-08/ Parent: SHERF-202262959-08
STATE OF COLORADO

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:

SAFTY-202684349-08/Parent: SHERF-202262959-08
STATE OF COLORADO

SEE PAGE 2 FOR STATE SIGNATURES

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)