

## REVIVAL AND AMENDATORY AGREEMENT

**THIS REVIVAL AND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, with its principal place of business located at 777 Bannock Street, MC 1952, Denver, CO 80204 (the “Contractor”), jointly “the Parties” and individually a “Party.”

The City and the Contractor entered into an Agreement dated **February 19, 2021**, to provide services (the “Agreement”). The Agreement expired by its terms on **June 30, 2021**, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to **Exhibits A-C** in the existing Agreement shall be amended to read **Exhibits A and A-1, B and B-1, C and C-1**, as applicable. **Exhibits A-1, B-1, and C-1** are attached and will control from and after the date of execution.

2. Section 3 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM**: The Agreement will commence on **July 1, 2020**, and will expire, unless sooner terminated, on **June 30, 2022** (the “Term”).”

3. Section 4.1 of the Agreement, titled “**Fee**,” is amended by deleting and replacing it with the following:

“**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 **FIVE HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS AND EIGHTY CENTS (\$567,645.80)** for fees. Amounts billed may not exceed rates set forth in **Exhibit B-1**.”

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Revival and Amendatory Agreement is not 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.

**End.**

**Signature pages and Exhibits follow this page.**

**Exhibit List**

**Exhibit A-1**

**Exhibit B-1**

**Exhibit C-1**

**Contract Control Number:** SHERF-202159430-01 / Parent SHERF-202056255-01  
**Contractor Name:** DENVER HEALTH AND HOSPITAL AUTHORITY

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-202159430-01 / Parent SHERF-202056255-01  
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  \_\_\_\_\_  
0ACDB82B6128484...

Name: Amanda Breeden  
(please print)

Title: Director, SPARO  
(please print)

ATTEST: [if required]

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

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

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

## EXHIBIT A-1: Jail Based Behavioral Health Services- Statement of Work

### COMPETENCY ENHANCEMENT (SB 19-223)

#### Definitions and Acronyms

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

**“Bridges Program/Court Liaison”** means an individual employed or contracted with the State Court Administrator’s Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems.

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

**“Certified Addiction Specialist” - CAS (Formerly CAC II & III)** requires a Bachelor’s degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.

**“Certified Addition Technician” - CAT (Formerly CAC I)** requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.

**“Competency Enhancement Program”** means the program funded through SB 19-223 to provide jail-based mental health services to those awaiting an inpatient competency restoration bed.

**“Competency Evaluator”** means a licensed physician who is a psychiatrist or licensed psychologist, each of who is trained in forensic competency assessments, or a psychiatrist training and practicing under the supervision of a psychiatrist with expertise in forensic psychiatry, or a psychologist who is in forensic training and is practicing under the supervision of a licensed psychologist with experience in forensic psychology.

**“Court-Ordered Competency Evaluation”** means a court-ordered examination of an individual before, during, or after trial, directed to developing information relevant to a determination of the individual’s competency to proceed at a particular stage of the criminal

proceedings, that is performed by a Competency Evaluator and includes evaluations concerning restoration to Competency.

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

**“Forensic Navigator”** means social workers working within the CDHS that provide proper care and coordination of pretrial individuals, which involves working with the courts, court liaisons, service providers, and conducting periodic case management evaluations across the 22 judicial districts. **“Forensic Support Team”** means a group of individuals working within the CDHS who provide evaluation and competency restoration education services, case management, and assertive community treatment services to individuals awaiting competency restoration services.

**“Forensic Support Team”** means a group of individuals working within the CDHS who provide evaluation and competency restoration education services, case management, and assertive community treatment services to individuals awaiting competency restoration services.

**“High Risk for Transfer”** means an individual who has been ordered to receive inpatient restorative treatment; for whom an evaluator has determined either that the individual appears to have a mental health disorder and as a result of the mental health disorder, appears to be an imminent danger to others or to himself and/or appears to be gravely disabled.

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

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

**“LPC”**, or Licensed Professional Counselor, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

**“Low Risk for Transfer”** means an individual who has been ordered to receive inpatient restorative treatment services, and is assessed to need mental health services but does not need a referral to an OBH designated inpatient facility.

**“Moderate Risk for Transfer”** means an individual who has been ordered to receive inpatient restorative treatment, for whom an evaluator has determined either that the individual appears to have a mental health disorder or appears to be gravely disabled and does not appear to be an imminent danger to others or to himself at that point in time.

**“Office of Behavioral Health (OBH) designated inpatient restoration facility”** means the facilities that are contracted with OBH to provide inpatient restoration services to individuals.

**“Memorandum of Understanding”** means a type of agreement between two (**bilateral**) or more (**multilateral**) parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

**“Program Level of Care Type”** means the level of care a person receives while in jail awaiting a bed for inpatient restorative treatment.

**“Regional Accountable Entity”** is responsible for building networks of providers, monitoring data and coordinating members’ physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

## **PART ONE - GENERAL PROVISIONS**

### Article 1

#### **General Administration**

**1.1 Program Manager.** The Contractor shall select a JBBS Program Manager, identify the positions’ roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Manager’s contact information shall be communicated via email to the Office of Behavioral Health within one business day of change to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us)

- a.** OBH prefers that a staff person from the Sheriff’s Department assume the role of Program Manager. The Program Manager shall be well versed in the JBBS Program, including contractual requirements. The Program Manager shall also participate in the JBBS Quarterly Meetings, and shall oversee the JBBS Program and its operations. The Sheriff’s Department is encouraged to account for this administrative position in their budget.

**1.2 JBBS Program Coordination Group.** The Contractor shall develop a process for implementing a Program Coordination Group 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. The OBH Manager, JBBS Program Manager, Jail and Criminal Justice Mental Health Programs manager and the Health Services Liaison will be available to attend monthly Program Coordination Group meetings for technical assistance and support based on agency need. 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 OBH program manager(s) to guide work.
- 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.

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

**1.4 Recovery Support Services.** JBBS programs may provide recovery support services for wraparound resources including, but not limited to, clothes, shoes, transportation, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

**1.5** The subcontractor shall maintain support relationships with local probation and parole departments.

**1.6 Cultural Competency.** Subcontractor 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> .

**1.7** Subcontractor shall make reasonable accommodations to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

## **Article 2**

### **Confidentiality and HIPAA / 42 CFR Part Two**

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

The subcontractor 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 subcontractor shall be required work to be done pursuant to this Contract in agreement with 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 subcontractor shall agree to the following additional privacy measures:

- a. Safeguards. The subcontractor 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 subcontractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The subcontractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The subcontractor shall ensure that all persons (e.g. interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement.

**2.4 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, subcontractor shall share patient-specific mental health, health, and treatment information with all subcontractors, clinicians, and providers involved in the individuals 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. Subcontractor 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 subcontractor 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. Subcontractor 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 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 sub-contract must be reasonable toward completion of the contract terms, are reviewable by OBH, and shall not exceed any detail in the budget in this regard

**3.2 Staff Time Tracking and Invoicing.** The subcontractor 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.

**3.3 General Accounting Encumbrances.** Some Parts under this Statement of Work may utilize general accounting encumbrances. Detailed information regarding the general accounting encumbrances can be found in those Parts.

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

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

#### **Article 4**

##### **Purpose & Target Population**

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

- a.** The jail competency enhancement funding is used to provide interim mental health services to individuals who are in jail and have been court-ordered to the Colorado Department of Human Services (CDHS) to receive competency restoration services.
- b.** Funding is also to be used to provide mental health services to individuals who are returning to the jail after receiving restoration services at an Office of Behavioral Health (OBH) designated inpatient restoration facility.
- c.** Coordination of services with the Forensic Support Team (FST) and Court Liaisons (Bridges) shall occur when a court order has been received for an evaluation and/or when an individual is identified to be in crisis by the jail at the time of booking or while incarcerated.

- d. Coordinate and provide oversight for competency evaluations for both state and non-state court-ordered evaluations to ensure the evaluations are completed timely and in a private setting using in person visits, between the glass visits, or video visits based on the requested format of the evaluator.

**4.2 Target Population.** Adults 18 years of age and older that are: awaiting a competency restoration evaluation, awaiting competency restoration services, are suspected of becoming incompetent to proceed while in jail, or are returning from an OBH-designated inpatient restoration facility after receiving restoration services and meet any of the following criteria:

- a. Have a serious and persistent mental health disorder
- b. Are experiencing acute psychosis or major mood dysregulation
- c. Have substance use issues, especially if suspicion of intoxication is present
- d. Have a low IQ or significant cognitive issues, including dementia, or observable and reported symptoms of mental illness
- e. Have a known previous competency history
- f. Have a Traumatic Brain Injury (TBI)

## **Article 5**

### **Activities & Services**

**5.1 Program Referral.** The subcontractor shall refer individuals for competency enhancement services through one (1) of the following ways:

- a. Court ordered competency;
- b. Upon return from an OBH-designated inpatient restoration facility; or
- c. Jail identifies the individual to be in crisis at booking or during the jail stay as defined in section 1.2 Target Population of this statement of work. Priority must be given to those individuals involved in the competency restoration process.

**5.2 Court Ordered Treatment Level of Care Type.** Based upon the results of the court order competency evaluation, the subcontractor shall provide treatment services to an individual while they wait for a bed at an OBH designated inpatient restoration facility. The subcontractor shall use the categories below to indicate the level of treatment care needed for individuals based upon the results of the court-ordered competency evaluation.

- a. High Risk - Immediate Transfer: Immediate coordination of transfer to an OBH-designated inpatient restoration facility
- b. Moderate Risk for Transfer: Daily contact with the medical or mental health services team. Coordination with Forensic Navigator. Mental Health clinician contact on a weekly basis or as clinically indicated.
- c. Low Risk for Transfer: Services determined by assessment; weekly mental health clinical or medical contact; additional treatment services shall be offered by existing JBBS treatment services. Coordination with Forensic Navigator.

**5.3 Jail Identified Treatment Level of Care Type.** At booking, the subcontractor shall identify individuals that are referenced in section 1.2 “Target Population” and provide treatment services while the individual is awaiting a court hearing. These provisional services are an attempt to intervene and stabilize the identified individual before court-ordered competency is raised.

- a.** Jail Booking Screening and Referral. The subcontractor shall ensure that individuals are screened within 48 hours from booking and referred to additional treatment services based upon the results of the screen. The subcontractor shall employ evidence-based curricula, addressing the following areas listed below. All tools are subject to approval by OBH.
  - i.** mental health;
  - ii.** substance use disorders; and
  - iii.** suicide risk.
- b.** Jail Referral Process. When there is a positive screen for either substance use, mental health, or suicidal ideation, the subcontractor shall ensure that the individual is referred for further assessment with a mental health clinician based upon the timeframes listed in section 3.3 “Jail Identified Treatment Level of Care Type.”

**5.4 Jail Mental Health Evaluation.** The subcontractor shall ensure that a mental health evaluation is performed promptly on all individuals that have been identified as the “Target Population” referenced in section 1.2, either through the court-ordered referral process or through the jail-identified process. The Jail Mental Health Evaluation shall identify treatment needs while the individual is awaiting court proceedings or an OBH-designated inpatient restoration facility bed.

**5.5 Transition Plan.** The subcontractor shall ensure that a transition plan is developed with an individual upon transition to an OBH designated inpatient restoration facility. The transition plan shall outline the following:

- a.** Mental health diagnosis
- b.** Level of Care type (if applicable)
- c.** Prescribed psychotropic medications
- d.** Any identifiable cognitive impairment(s)
- e.** Treatment services received in jail
- f.** Copy of the initial plan of care

**5.6 Discharge Plan.** Upon the individual’s return from an OBH designated inpatient restoration facility, the subcontractor shall locate and save a copy of the individual’s discharge plan within the same day an individual return. Once a copy is received, the subcontractor shall ensure follow up care is provided according to the plan within 24 hours upon return, as well as provide continual treatment services referenced in 3.2 Program Level of Care Type until the person is released from jail.

## **JBBS PROGRAM DELIVERABLES**

### **Article 6**

#### **6.1 Deliverables for All JBBS Programs**

- a. **JBBS Work Plan.** The Contractor in collaboration with the subcontractor shall submit an Annual Work Plan via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) for approval by the JBBS Program Manager. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in:
  - i. Identify the Project Name, Purpose and Timeline
    1. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, JBBS/Competency Enhancement, or JBBS/Medication Assisted Treatment (MAT).
    2. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
    3. The Timeline will be June 30, 2021 - July 1, 2022
  - ii. Put Your Work Plan Into Context
    1. It is here where you will write an introduction and background of your JBBS program.
    2. Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution.* Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc...
    3. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc...
    4. If your facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.
  - iii. Establish Your Goals and Objectives: Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:
    1. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
    2. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community

service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?

3. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.

4. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?

5. What security protocol and reporting requirements are expected from the treatment provider?

6. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?

7. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?

8. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

iv. Define and Coordinate Your Resources:

1. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).

2. Describe how you plan to link offenders with community services upon their release from custody.

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

1. Examine if there are any barriers to treatment within the jail? Within the community?

2. If so, it is possible to address these and, if so, how do you plan to do that?

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

vii. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.

viii. The work plan, once approved by OBH, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended.

- b. **Annual Report.** The Contractor shall submit to the State the previous year’s Annual Report by EOB July 31, utilizing the JBBS Reporting Template provided by OBH. The Contractor shall submit this report via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us)
- c. **Data Entry.**
  - i. The subcontractor shall complete all applicable data fields in the JBBS Civicore Database or another data system as prescribed by OBH on a continual basis throughout the year. All data entry shall be completed on an ongoing basis, and by the 15th of each month for all services provided during the previous month.
  - ii. Data Entry shall include:
    - a. Basic individual demographic and working diagnosis information.
    - b. Booking date (date that the individual was booked into jail).
    - c. Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals who screen “positive” for a mental health disorder or substance use disorder.
    - d. Admission date (date that individual began receiving JBBS services).
    - e. If applicable, results of Level of Supervision Inventory (LSI/LSI-R) risk assessment (recommended for individuals admitted to the JBBS program who are in jail more than 30 days).
    - f. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable 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).
    - g. Date, duration, and participants who attended for treatment or case management group sessions.
    - h. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). OBH utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
    - i. Date tracked and treatment status in community, tracked at month 1, month 2, month 6, and month 12 after discharge.
  - iii. The subcontractor shall complete Colorado COMPASS or Drug Alcohol Coordinated Data System (DACODS) / Colorado Client Assessment Record (CCARs) or the equivalent information as prescribed by OBH by the last day of each month for all services provided during the previous month. COMPASS or CCAR/DACODS entries should be completed both upon admission into JBBS services and discharge from JBBS services. A new COMPASS or CCAR / DACODS record or equivalent record as prescribed by OBH should be

completed for the individual upon admission to services in the community setting.

- b. Workgroup Attendance.** OBH facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.
- c. Critical Incidents.** The Contractor shall share the following information with the Office of Behavioral Health via an encrypted email to [cdhs\\_ci\\_obh@state.co.us](mailto:cdhs_ci_obh@state.co.us) if a critical incident occurs during a session or in the presence of clinical staff funded by the JBBS funds within 24 hours of the time the incident occurs. The subcontract shall share the following information with the JBBS Program Manager if a critical incident occurs during a session or in the presence of clinical staff funded by the subcontract immediately following the incident.:
  - 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.
- d. Copy of Proposed Subcontract.** The Contractor shall provide to OBH a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the FY22 Annual Budget Exhibit B document provided by OBH.
- e. Site Visits.** The JBBS Program Manager(s) shall conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

## **6.2 Additional Deliverables Related to Competency Enhancement (SB 19-223)**

- a. Data Entry.** The subcontractor shall complete all applicable data fields in the JBBS Civicore Database or another data system as prescribed by OBH on a continual basis throughout the year. The subcontractor shall gather the following data elements and record them in an electronic system specified by OBH to identify performance outcome measures. Data shall be recorded within one week after any change in competency restoration status has occurred.



- i. Whether the individual is involved in the competency restoration process (checkbox in JBBS Database)
- ii. Whether the individual has returned to jail after receiving competency restoration services (checkbox in JBBS Database)

**Table 1**

**Below is the deliverables table required by OBH, for each JBBS related service.**

<b>Program</b>	<b>Deliverable</b>	<b>Description</b>	<b>Due Date</b>	<b>Responsible Party</b>	<b>Deliver to</b>
All	Provide annual work plan	See Part 7, Article 1, Section 1.1, Subsection a, above	By EOB April 1, for the following fiscal year	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
All	OBH invoice	See Part 1, Article 3, Section 3.2, above	By 20th of following month for previous month's expenses	Contractor	<a href="mailto:cdhs_obhpayment@state.co.us">cdhs_obhpayment@state.co.us</a>
All	Report critical incidents	See Part 7, Article 1, Section 1.1, Subsection e, above	Within 24 hours of incident	Contractor / subcontractor	<a href="mailto:cdhs_ci_obh@state.co.us">cdhs_ci_obh@state.co.us</a>
All	Provide JBBS annual report	See Part 7, Article 1, Section 1.1, Subsection b, above	By EOB July 31 of the current year	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
All	Workgroup attendance	See Part 7, Article 1, Section 1.1, Subsection d, above	Quarterly	Contractor	Locations TBD

All	Send OBH copy of proposed subcontract	See Part 7, Article 1, Section 1.1, Subsection f, above	Within 30 days of contract being signed	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
All	Site Visits	See Part 7, Article 1, Section 1.1, Subsection g, above	Ongoing / as needed	OBH	<a href="#">Locations TBD</a>
All	Data Entry	See Part 7, Article 1, Section 1.1, Subsection c, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	<a href="#">JBBS Civicore Database</a> <a href="#">Jail Based Behavioral Health Services</a>
Competency Enhancement (SB 19-223)	Data entry specific to SB 19-223	See Part 7, Article 1, Section 1.3, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	<a href="#">JBBS Civicore Database</a> <a href="#">Jail Based Behavioral Health Services</a>

## EXHIBIT B-1: FY21-22 JBBS ANNUAL BUDGET



**Colorado Department of Human Services**  
**Office of Behavioral Health**  
**FY21-22 ANNUAL BUDGET**

Program	JBBS
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Agency Name	City and County of Denver Department	Denver Sheriff
Budget Period	July 1, 2021-June 30, 2022	
Project Name	JBBS Project- Competency Enhancement	

Program Contact Name, Title Phone Email	Jessica Patterson- Program Administrator 720-913-3934 <a href="mailto:jessica.patterson@denvergov.org">jessica.patterson@denvergov.org</a>
Fiscal Contract Name, Title Phone Email	Laura Brown 720-913-4104 <a href="mailto:laura.brown@denvergov.org">laura.brown@denvergov.org</a>
Date Completed	6/18/21

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES				
Contractors/Consultants (payments to third parties or entities)				Annual Budget
Name	Description	Rate	Quantity	Total Amount Requested from OBH
COMP-Social Worker MSW	Provide targeted social work services to people with competency issues	88,768.00	100%	88,768.00
COMP- Case Manager (Corrections)	Provide targeted case manager services to people with competency issues	80,520.00	100%	80,520.00
COMP- Tech Behavioral Health	Focus on data entry and tracking of services provided to people with competency issues and ensure compliance with the data tracking requirements of JBBS	62,522.00	90%	56,269.80
Recovery Support Services	wraparound resources including, but not limited to, clothes, shoes, transportation,	12,000.00	100%	12,000.00
COMP-Equipment	Computers, phones, printing, etc	3,968.00	100%	3,968.00
Operating Costs	Indirect costs, Supervision, contract management etc.	44,600.00	100%	44,600.00
<b>Total</b>				<b>\$ 286,125.80</b>

## Exhibit C-1 Miscellaneous Provisions

### I. General Provisions and Requirements

#### A. Finance and Data Protocols

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

#### B. Marketing and Communications

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

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

#### C. Option Letter

For contracts using State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget,"** based upon a cost of living adjustment to the relevant lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 23, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

#### D. Start-up Costs

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

E. Immediate Notification of Closures / Reductions in Force

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

F. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for OBH licensing and designation, keep current all provider directory details, update daily bed counts (as applicable), and submit policies and procedures.

G. Contract Contact Procedure

The Contractor shall submit all requests for OBH interpretation of this Contract or for amendments to this Contract to the OBH Contract Manager.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, OBH may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. OBH will set a deadline and destination email address or other contact information for a draft of the Continuity of Operations Plan at time of request. Deadline will be reasonable under the circumstances of the emergency.
3. The Continuity of Operations Plan must be specific and responsive to the circumstances of the inciting emergency.
4. OBH will provide feedback and edits to the Continuity of Operations Plan within a reasonable time frame following receipt under the circumstances of the emergency (for example, five business days where electronic communications are not disrupted).
5. OBH will present Contractor with a final Continuity of Operations Plan to Contractor for Contractor to approve in writing (hard or electronic formats). Upon Contractor’s acceptance of the final Plan, Contractor may begin to operate under the terms of the Continuity of Operations Plan.
6. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance of the final Continuity of

Operations Plan will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.

7. OBH will submit the Continuity of Operations Plan as a formal contract amendment to CDHS Contracts Management as soon as is practicable.
8. Contractor shall communicate with OBH a minimum of once weekly, in a format mutually agreed upon by OBH and Contractor staff, to monitor services under the Continuity of Operations Plan. If adjustments are needed to the Plan, Contractor and OBH shall follow the procedures in section I.1-I.5 to make the change.
  - a. As part of the weekly OBH/Contractor communication, Contractor and OBH will evaluate whether the emergency situation has resolved such that normal operations may be resumed.
  - b. If Contractor and OBH determine that the emergency situation is sufficiently resolved, Contractor will present a 30-day closeout procedure. Contractor and OBH shall follow the procedures in section I.1-I.5 to ratify the closeout procedure. Weekly reporting shall continue throughout the closeout period and for four weeks after termination of the Continuity of Operations Plan.
  - c. OBH will submit notice of termination of the Continuity of Operations Plan as a formal contract amendment to CDHS Contracts Management as soon as is practicable.

#### **I. Cultural Responsiveness in Service Delivery**

1. The Office of Behavioral Health expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities (e.g., racial, ethnic, limited English speaking, tribal, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov/>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to [cdhs\\_deliverables@state.co.us](mailto:cdhs_deliverables@state.co.us) by August 31 annually:

#### **II. Use of Subcontracts.**

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
  1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to OBH at [cdhs\\_deliverablesobh@state.co.us](mailto:cdhs_deliverablesobh@state.co.us).

2. Contractor shall ensure that its subcontractors perform to the terms of this Contract.
- B. Any subcontract for services must include, at a minimum, the following:
    3. A description of each partner's participation
    4. Responsibilities to the program (policy and/or operational)
    5. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
  - C. The Contractor shall provide to OBH a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to [cdhs\\_deliverablesobh@state.co.us](mailto:cdhs_deliverablesobh@state.co.us) within 30 days of subcontract execution.
  - D. OBH reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
  - E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

### **III. Additional Remedies**

#### **A. Duty to Act in Good Faith**

The Contractor shall comply with all the provisions of this contract and its amendments, if any, and shall act in good faith in the performance of the requirements of said contract. The Contractor agrees that failure to act in good faith in the performance with said requirements may result in the assessment of remedial actions, liquidated damages and/or termination of the contract in whole or in part and/or other actions by the State as allowed by law as set forth in this contract.

#### **B. Corrective Action**

The State will notify the Contractor of non-compliance and subsequently, after consultation with the Contractor, will establish a schedule for the Contractor to cure non-compliance. The Contractor shall be responsible for the submission of a plan of corrective action in accordance with said schedule. If full compliance is not achieved, or a plan of action for correction is not submitted and approved by the State within the scheduled time frame, the State may exercise remedies specified in the General Provisions "Remedies" section of this Contract. If the State determines that the Contractor continues to be out of compliance with the Contract, the State may exercise liquidated damages herein.

#### **C. Liquidated Damages.**

If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of \$300 a day will be assessed and may be permanently withheld from payments due to the Contractor for

each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for “late performance.” The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach. State acknowledges that Contractor’s liability is limited by C.G.I.A.

#### IV. Audit Requirements

##### A. Independent Audit Requirements

6. “Independent financial audit” shall be defined as follows— a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. “Independent” means not a regular full-time or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.
7. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the “Accounting and Auditing Guidelines” for Colorado Department of Human Services, Office of Behavioral Health (OBH), found on the OBH website.
8. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

##### B. Annual Single Audit

1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507).

#### V. Financial Requirements

##### A. Funding Sources

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, “Budget.”**



2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

**B. Budget Reallocations**

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

**C. Payment Terms**

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided. Final invoice shall be submitted no later than 40 days after Term end.
2. The Contractor shall utilize the invoice template(s) provided by OBH.
3. All payment requests shall be submitted electronically to [OBHpayment@state.co.us](mailto:OBHpayment@state.co.us)
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by OBH.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to [OBHpayment@state.co.us](mailto:OBHpayment@state.co.us). Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.