

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Department of Human Services Office of Behavioral Health	Original Contract Number 17 IHJA 87803
Contractor City and County of Denver Colorado for the use and benefit of Denver Sheriff's Department	Amendment Contract Number 20 IHJA 129441
Current Contract Maximum Amount Initial Term State Fiscal Year 2017 \$279,741.00 Extension Terms State Fiscal Year 2018 \$283,662.00 State Fiscal Year 2019 \$257,849.00 State Fiscal Year 2020 \$260,176.00 Total for All State Fiscal Years \$1,081,428.00	Contract Performance Beginning Date July 01, 2016 Current Contract Expiration Date June 30, 2020

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 and County of Denver Colorado for the use and benefit of Denver Sheriff's Department By: Michael B. Hancock, Mayor Date: _____	STATE OF COLORADO Jared Polis, Governor Department of Human Services Michelle Barnes, Executive Director By: Carie Gaytan, Director of Finance Office of Behavioral Health Date: _____
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Clint Woodruff / Andrea Eurich Amendment Effective Date: _____	

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 01, 2019, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of this contract amendment is to update and replace the following exhibits for FY20 contract extension and renewal: Statement of Work to remove naloxone dollar limitation, Budget for FY20; Miscellaneous Provisions to include cost of living adjustment language and merge with most current version; HIPAA BAA/QSOA with the most current version; and Recovery Support Services exhibit with the most current version.

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-1., Statement of Work with Exhibit A-2., Statement of Work, attached hereto and incorporated by reference.
- D.** REPLACE Exhibit B-2., Budget with Exhibit B-3., Budget, attached hereto and incorporated by reference.

- E. REPLACE Exhibit C., Miscellaneous Provisions with Exhibit C-1., Miscellaneous Provisions, attached hereto and incorporated by reference.
- F. REPLACE Exhibit F., HIPAA BAA/QSOA with Exhibit F-1., HIPAA BAA/QSOA, attached hereto and incorporated by reference.
- G. REPLACE Exhibit G., Recovery Support Services with Exhibit G-1., Recovery Support Services, attached hereto 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.

EXHIBIT A-2., STATEMENT OF WORK

Jail Based Behavioral Health Services

I. Goal/Purpose

As used in this Statement of Work exhibit, the State and the Contractor together are referred to as the “Parties”.

This Exhibit shall be supplemental and in addition to the terms, conditions and requirement of Contract Exhibit A.

The Parties understand and agree that the goal of the Jail Based Behavioral Health Services Program is to support county sheriffs in providing screening, assessment and treatment for substance use disorders 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 jails. Through funds authorized by the Colorado General Assembly (SB 12-163), the Office of Behavioral Health (OBH) intends to continue funding the Jail Based Behavioral Health Services Programs.

II. Objective(s)

Sheriff Departments are eligible Contractors for said funds. County Sheriffs can develop programs either individually, or as multiple County Sheriff Departments submitting a combined work plan.

In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for adults (18 years of age and older) with substance use disorders or co-occurring substance use and mental health disorders. The Contractor in providing required services hereunder, shall utilize and maintain a partnership with local community provider(s) that are currently licensed by OBH, have the ability to provide services within the jail, and have the capacity to provide free or low cost services in the community to inmates upon release.

III. Contractor’s Proposal as reflected in Contract Exhibit A, Statement of Work

It is the intent of the Parties hereto to use and apply the Contractor’s “proposals” to State requirements (as set forth in the original Contract Exhibit A, Statement of Work) as affirmative work requirements of the Contractor. In that regard, the Parties understand and agree that the following interpretations and applications to the Contract shall be made in applying the said State requirements and Contractor’s Proposals as affirmative work requirements of the Contractor.

1. Informational statements and representations therein about the Contractor shall be interpreted as material representations of fact by the Contractor relied upon by the State in entering into the Contract.

2. Goals and objectives statements therein shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.
3. Proposed “action/active verb” statements therein shall be interpreted as material contractual required duties of the Contractor.
4. Proposed budget and pricing statements/information therein for the proposed work shall be interpreted and applied as contractual not-to-exceed pricing and cost-reimbursement budget requirements and obligations.
5. Proposed time statements for accomplishing the proposed work therein shall be interpreted and applied as required contractual time performance standards.

IV. Activities/Services

The Contractor shall submit an Annual Work Plan and budget via email for approval by the Offender Mental Health Services Program Manager by 5:00pm MST, April 1 each year, for the following state fiscal year contract period. No budget modifications may be submitted after May 1 each year. The Parties acknowledge that the Contractor has submitted to the State such Annual Work Plan for SFY18.

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 then current Contract Exhibit A, Statement of Work, as amended.

The Annual Work Plan shall specify the information in the following Sections IV.1 and IV.2.

IV.1. Sheriff Office Requirements:

- 1.1. Determine and provide an organizational structure designed to facilitate and promote effective administration of the program. Contractor shall assign a staff person from the Sheriff’s Department to the role of a Program Manager to oversee the operations of the treatment subcontractors and should be well versed in the program’s contractual requirements and participate in the JBBS Quarterly Meetings.
- 1.2. Indicate the counties to be served and the Sheriff’s Department contacts for each jail if there are multiple jails receiving services.
- 1.3. Describe the capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs.
- 1.4. Provide culturally competent and appropriate services.
- 1.5. Describe the jail’s ability to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

- 1.6. Provide policies that reflect an ability to provide services in a manner that respects and protects client rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services detailed under the Treatment Provision subsection.
- 1.7. Maintain support relationship with local probation departments.
- 1.8. Detail security protocol and reporting requirements expected from the subcontracted treatment provider. This includes determining the limits of confidentiality for information disclosed by individuals during the course of treatment as it applies to a jail setting and the safety of the jail.

IV.2. Licensed Substance Use Disorder Treatment Requirements

- 2.1. Services must be rendered by OBH-licensed agencies. Describe the provider's OBH Substance Use Treatment Provider number for the agency location under which the JBBS program will operate.
- 2.2. Document existing policies and procedures on how the treatment provider manages and maintains clinical records for the clients served at the outpatient community location. The provider must follow the same protocols and policies for record management for services offered in the jail, as the program is being authorized to operate under the provider's OBH outpatient services license.
- 2.3. Describe the ability to provide treatment based on an individualized treatment and/or transition plan based on screening, clinical and risk (LSI-R) assessments completed for the client within the past six months. The treatment / transition plan should incorporate the client's natural communities and pro-social supports.
- 2.4. Provide details on either available capacity for community based treatment through other funding streams to continue with the same provider in the community following release; or demonstrate an ability to 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 and other community service agencies to meet the client's treatment needs.

Note: Treatment services in the community will not be funded by JBBS.

- 2.5. Describe the planning process to transition individuals from jail based services to appropriate behavioral health and other needed community services upon release from incarceration.
- 2.6. Describe the services to be provided by your program including:
 - a) Additional Program Admission Criteria. Per program authorizing legislation, individuals must have a substance use disorder and/or a co-occurring mental health disorder to be eligible to receive services under the JBBS program.
 - b) Screening process and screening tools to be utilized from the OBH approved screening tool options (see Data Reporting) to screen for mental health disorders, substance use disorders, trauma and traumatic brain injuries.
 - c) Summary of the continuum of services offered.
 - d) List of the modality of services and evidence based curricula utilized.
 - e) Process of incorporating of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory- Revised

- f) Frequency and duration of services offered.
- g) Availability of services during the week and hours of operation.
- h) Breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position. For example Case Manager BA level 0.5 FTE and clinician licensed or CAC III 1.0 FTE.
- i) In jails where more than one treatment subcontractor is providing services, describe how client caseloads are assigned amongst the providers. Programs in this scenario will require a Business Associates Agreement or a Confidentiality Agreement to share assessments and screening. Describe the plan for making these agreements.
- j) Describe the service array available within the community to program participants upon their release from jail, including behavioral health services. The work plan must detail existing programs available to the clients upon release at the provider's agency locations in the community. The agency's programs available should be able to take on clients who are awaiting Medicaid approval or other funds to pay for initial treatment services.
- k) Describe which Recovery Support Services (approved list is attached) are most needed in the catchment area and how the provider or Sheriff's Department will use a portion of their budget to meet these needs.

IV.3. Data Reporting:

- I. Subcontracted treatment providers are continually required to report the following information in the OBH Jail Based Behavioral Health Services Civicore database. Data must reflect current client enrollment and services provided at the end of each calendar month to allow OBH staff to access data. The following data elements will be captured from the Civicore JBBS database:
 - a) Basic demographic information
 - b) Numbers of clients served
 - c) The types and quantities of services delivered
 - d) Number and percentage who successfully transition to community based services upon release
 - e) Program discharge outcomes
 - f) Prevalence data gathered from administering mental health, substance use disorder, risk assessment, trauma and traumatic brain injury screens

- II. Contractor shall utilize one of the following screening tools from each of the five categories listed below for all individuals referred to JBBS.

Substance Use Disorder Screening	Mental Health Disorder Screening	Trauma Screening	Traumatic Brain Injury Screening	Risk Assessment
Standardized Offender Assessment-Revised	Colorado Criminal Justice Mental Health Screen – Adult	PTSD Checklist	HELPS Brain Injury Screening Tool	Level of Supervision Inventory

	(CCJMHS-A)			
Addiction Severity Index	Brief Behavioral Health Screen	Trauma Symptom Inventory	Traumatic Brain Injury Screening	
Simple Screening Instrument -				

IV.4 DACODS and CCAR data:

Licensed SUD treatment providers will submit DACODS and CCAR data to the Office of Behavioral Health. Providers are required to submit DACODS for individuals who have a substance use disorder and receive treatment services. A CCAR is required for individuals who have mental illness diagnosis. Admission and Discharge DACODS and CCAR should be completed upon admission in treatment services at the jail and when discharged from services. A new CCAR and DACOD should be completed for the client upon admission to services in the community setting.

V. Standards & Requirements

V.1. Authorizing Legislation and Description of Services:

The Jail Based Behavioral Health Services 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:

- 1) Alcohol and drug screening, assessment, and evaluation.
- 2) Alcohol and drug testing.
- 3) An annual statewide conference regarding substance abuse treatment.
- 4) Treatment for assessed substance abuse and co-occurring disorders.
- 5) Recovery support services

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services Program meets the requirements set forth in SB 12-163.

V.2. License requirements:

Subcontracted treatment providers must hold a Substance Use Disorder Provider license from the Office of Behavioral Health. The provider must be licensed to offer services to the Criminal Justice specialty population. Service provision in the jail setting must meet all the standards in the Colorado Department of Human Services Behavioral Health Rules as defined under 2 CCR 502-1.

V.3. Level of program care:

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

V.4. OBH Requirements:

OBH shall review and submit all feedback and edits on the Semi-Annual reports within fifteen (15) business days of receipt.

OBH shall prepare annual data reports from the Civicore JBBS Database by August 30 each year. These reports shall reflect annual Admissions, Discharges, Services, Screenings and Transitional Tracking Outcomes for all programs.

VI. Outcomes

Transition Tracking Outcomes: As the goal of the JBBS program is to identify treatment service needs and assisting with engagement in community based treatment services upon release. The Contractor shall track and log the outcomes of individuals in the community at one, two, six, and twelve months after release from jail, and report such outcomes to the State in its JBBS Semi-Annual Reports required by Sec. VII below.

Performance-Based Incentives shall be paid to the Contractor by the State for meeting or outperforming benchmarks for the number of clients engaging in treatment services upon release from the jail. See Exhibit E, JBBS Performance Incentive, for details.

VII. Deliverables

VII.1. Semi Annual Reports:

- 1.1 to the Contractor shall submit to the State a Semi Annual Report twice each fiscal year utilizing the JBBS Semi-Annual Reporting Template provided by OBH.
- 1.2 The first report reflecting programming July through December shall be submitted on or before January 31 each year.
- 1.3 The second report reflecting programming January through June shall be submitted on or before July 31 each year.

VII.2. Data Entry:

The Contractor shall complete all applicable data fields in the JBBS Civicore Database on a continual basis throughout the year. All data entry shall be complete by July 15th each year to allow OBH to compile reports.

VII.3. Quarterly Meeting Attendance:

OBH facilitates JBBS Program Meetings every quarter. The Contractor shall ensure that a representative from each program and facility 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.

VIII. Additional Provisions

VIII.1 Semi-Evaluation Reports:

The Contractor shall prepare and submit to the State, semi-annual evaluation reports, which shall include information relative to the progress in achievement of goals specified in this Statement of Work. Report templates will be made available to the Contract by the State or its designee. The Contractor shall deliver reports to the State or its designee not later than the last working day of the month each January (services July through December) and each July (services January through June).

VIII.2 Copy of Proposed Subcontract

The Contractor shall provide to the State a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract.

VIII.3 Funds for Medication Assisted Treatment

Payment for medication assisted treatment services which may include purchase of naloxone kits or other FDA approved medications and ancillary services for the purposes of treating substance use disorders to all program Contractors will be made as earned, in whole or in part, from the available funds encumbered in an amount not to exceed \$136,500 for the JBBS program. It is further understood and agreed that the maximum amount of funds available for payment to all program Contractors state wide for the current fiscal year for this purpose is \$136,500, except as this amount may be modified by the State. At any time, the liability of the State for such payment shall be limited to the encumbered amount remaining of such funds.

VIII.4 Recovery Support Services Invoices

Contractor shall submit recovery support services invoices to OBH monthly. All invoices over \$1,000 must be submitted with supporting documentation.

VIII.5 Budget Management

The Parties understand and agree that this is a "cost reimbursement" contract, and the payment by the State to the Contract for services by Contractor hereunder are paid as earned and in accordance with Contract Exhibit B, Budget, as amended. The Parties agree that the Contract Exhibit B, as amended, shall be managed as between the Parties to allow Budget adjustments between Budget categories of up to 20% of the Budget not-to-exceed total.



COLORADO
Office of Behavioral Health
Department of Human Services

Colorado Department of Human Services
Office of Behavioral Health
FY20 ANNUAL BUDGET

Program	JBBS
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Agency Name	City and County of Denver Denver Sheriff Department
Budget Period	July 1, 2019-June 30, 2020
Project Name	JBBS Project- RISE Units- Recovery in a Secure Environment

Program Contact Name, Title	Carrie Stanley- Director of Inmate Programs
Phone	720-913-3773
Email	carrie.stanley@denvergov.org
Fiscal Contract Name, Title	Laura Brown
Phone	720-913-4104
Email	laura.brown@denvergov.org
Date Completed	3/22/19

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

EXPENDITURE CATEGORIES					
Jail Personnel Services Salaried and Hourly Employees					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from OBH
					\$ -
					\$ -
					\$ -
Total Jail Personnel (including fringe benefits)					\$ -
Contractors/Consultants (payments to third parties or entities)					Annual Budget
Name	Description	Rate	Quantity		Total Amount Requested from OBH
Empowerment	Personnel for 1.9 FTE- behavioral therapists and fringe (96,519.40)	\$ 86,867.00	1		\$ 86,867.00
Empowerment	Indirect expenses (5509.30)	\$ 4,959.59	1		\$ 4,959.59
GEO	Personnel for 2.0 FTE- therapists (110,000)	\$ 99,000.00	1		\$ 99,000.00
GEO	Indirect expenses (8470.21)	\$ 7,623.19	1		\$ 7,623.19
Mile High Behavioral Health Care	Personnel for 1.25 FTE- therapists (66,163.53)	\$ 59,547.18	1		\$ 59,547.18
Mile High Behavioral Health Care	Indirect expenses (2421.56)	\$ 2,179.04	1		\$ 2,179.04
					\$ -
					\$ -
Total Contractors/Consultants					\$ 260,176.00
Travel					Annual Budget
Item	Description of Item	Rate	Quantity		Total Amount Requested from OBH
					\$ -
					\$ -
Total Travel					\$ -

Supplies & Operating Expenses				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
				\$ -
				\$ -
Total Supplies & Operating Expenses				\$ -
Recovery Services				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
				\$ -
				\$ -
Recovery Services				\$ -
Administrative Services				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from OBH
				\$ -
				\$ -
Administrative Services				\$ -
TOTAL DIRECT COSTS (TDC)				\$ 260,176.00
Less: Expenses per OMB 2CFR § 200				
Rent				\$ -
Equipment				\$ -
Other Unallowable Expenses				\$ -
Total Expenses per OMB 2CFR § 200				\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 260,176.00
Indirect Costs				Annual Budget
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]				
Item	Description of Item		Percentage	Total Amount Requested from OBH
10% Indirect rate of County Jail direct cost:				\$ -
Total Indirect				\$ -
TOTAL Total amount will round				\$ 260,176.00

The Parties may mutually agree, in writing, to modify the Budget administratively using an OBH Budget Reallocation form

EXHIBIT C-1., MISCELLANEOUS PROVISIONS
JBBS SUD PROGRAM

1. PROVIDE SERVICES

The contractor shall provide the services according to the plans submitted in the Statement of Work exhibit. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of conflict, the terms and conditions of this contract shall control over the Statement of Work.

2. GOALS & OBJECTIVE

The Contractor shall be responsible for the achievement of goals and objectives as specified within the Statement of Work exhibit of this contract unless written notice of modifications thereto is furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. SEMI STATUS REPORTS

The Contractor shall prepare and submit to the State, semi evaluation reports, which shall include information relative to the progress in achievement of goals specified in the aforementioned approved Statement of Work. Report templates will be made available to the Contractor by the State or its designee. Reports shall be delivered to the State or its designee, not later than last working day after the end of the month each January (services July through December) and July (services January through June).

4. COPY OF PROPOSED SUBCONTRACT

The Contractor shall provide to the State a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this contract.

5. REPORTING SYSTEMS

The Contractor, or its subcontractor shall be responsible for participating in any reporting systems (DACODS, CCAR, and Civicore JBBHS Database) on the management and evaluation of the program as may be required by the State.

6. 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.

7. PAYMENT

In consideration of the provision of services and reporting as set forth herein and subject to all payment and price provisions herein and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall cause to be paid to the Contractor an amount not to exceed the amount specified in the budget exhibit, of this contract, in

the following manner.

- a. The State shall pay up to the amounts shown in budget exhibit for purchase of jail based behavioral health services for substance use and co-occurring disorders.
- b. The Contractor shall submit monthly requests for payment for on forms prescribed by the State by the 20th of the month in which expenses occur.
- c. Payment will normally be made in arrears for services rendered. Advances will not be approved except in documented situations of cash flow emergency, for a specified term, with the prior written approval of the State, and in accordance with State fiscal rules and procedures.
- d. In no case will a contract be reduced without first allowing the Contractor an opportunity to present relevant information and explanation and giving due consideration to events beyond the Contractor's control with may have impacted the Contractor's ability to satisfy the terms of this contract.
- e. Both parties agree that the State has the right to offset against funds otherwise payable pursuant to this contract based on discovery of overpayment or improper use of funds pursuant to any contracts between the parties. "Overpayment or improper use of funds" is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Office of Behavioral Health's A and A Guidelines, Generally Accepted Accounting Principles issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- f. Contractor is eligible for any increases as appropriated by the Colorado General Assembly and approved by the Department of Human Services.

8. OPTION LETTER

For contracts using State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B-3, "Budget,"** based upon a County-initiated Cost of Living Adjustment (COLA) 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.

9. 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.

10. PARTICIPATION

The contractor is expected to participate in OBH-sponsored meetings on a quarterly basis.

11. REQUIREMENTS AS SPECIFIED IN THE "REQUEST FOR APPLICATION"

The contractor and subcontractors shall provide services as specified in their request for application including:

- a) Partnership with OBH-licensed substance use disorder treatment providers,
- b) The OBH-licensed substance use disorder provider must have the ability to offer continued treatment and transition services in the community and must assist individuals with alternative means to pay for the continued services
- c) Provide culturally competent and appropriate services,
- d) Meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind,
- e) Provider services in a manner that respects and protects client's rights,
- f) Have support by local probation departments,

12. NOT SUPPLANT

Payments made to the Contractor under this contract will supplement and not supplant state or local expenditures for substance use disorder or co-occurring substance use and mental health disorder treatment that would have been made in the absence of such payments.

13. NOT ASSIGNABLE

This contract is not assignable without prior written consent of the State.

14. BUDGET CHANGES

Any changes to the budget exhibit of this contract, shall be made only with the prior written approval of the State and shall not exceed the total amount of the contract.

15. 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.

The Contractor shall comply with all the provisions and requirements of **RFP # 2018000065**.

16. OBH FINANCE & 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.

17. PRINT AND MARKETING MATERIALS

When the Contractor publishes newsletters, consumer pamphlets, or other publications where financial contributors/funders are noted, the State shall be listed as funder. Contractor shall include the current Colorado Department of Human Services logo on any visual marketing materials that advertise programs funded by this Contract.

18. 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.

19. FUNDS FOR PURCHASE OF NALOXONE KITS

Payment for the purchase of naloxone kits to all Contractors will be made as earned, in whole or in part, from the available funds encumbered in an amount not to exceed \$136,500 for the JBBS program. It is further understood and agreed that the maximum amount of funds available for payment to all programs state wide for the current fiscal year for this purpose is \$136,500 except as this amount may be modified by the Office of Behavioral Health. At any time, the liability of the State for such payment shall be limited to the encumbered amount remaining of such funds

20. 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.

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.

B. 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.

21. Audit Requirements

A. Independent Audit Requirements

1. "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.

2. 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.
3. 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).

22. 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-3, "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. Unit Cost Report

1. Contractor and all sub-contractors providing behavioral health treatment and recovery services shall complete and submit a unit cost report in accordance with the accounting and auditing guidelines by November 30th each year.

C. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.

2. The Contractor shall utilize the invoice template(s) provided by OBH.
3. All payment requests shall be submitted electronically to 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. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

EXHIBIT F-1., HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.
 - i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
 - ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
 - iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
 - i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
 - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
 - i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
 - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
 - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such

system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
 - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- o. Business Associate's Insurance and Notification Costs.
 - i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
 - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- p. Subcontractors and Breaches.
 - i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
 - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. Data Ownership.
 - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
 - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
 - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
 - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
 - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of

Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain

written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Subcontractors with Patient Consent.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Covered Entity is a Business Associate of certain other Covered Entities and, pursuant to such obligations of Covered Entity, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:
 - ii. The Associate:

- A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program (“Program”) and a Qualified Service Organization as defined by 42 C.F.R. Part 2.
 - B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Substance Use Disorder Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information (“PHI”) and references to PHI shall be understood to include protected information.
 - C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Substance Use Disorder patient Records, 42 C.F.R. Part 2.
 - D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R Part 2.
 - E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
 - F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
- i. Reserved.

EXHIBIT G-1., RECOVERY SUPPORT SERVICES

PROGRAM: JBBS SUD PROGRAM

	ALLOWED SERVICES	ADDITIONAL NOTES
1	Application Fees ID / Birth Certificates	One time per client
2	Backpacks	
3	Basic Hygiene Items	Limit of \$15.00 per person
4	Bicycles	May be provided if client is engaged in treatment services for 2 or more months post release and can prove no other transportation options are available. 1 time per person.
5	Bus Pass – Daily, Monthly	One time per client for monthly and 3 booklets for one-time passes
6	Child Care	1 month limit per client
7	Clothing Vouchers	Limit of \$100.00 per person
8	Educational Costs (books, supplies, and fees)	
9	Emergency Housing	90 days limit per person
10	Food Assistance	
11	Gas Vouchers	Limit of \$30.00 per person
12	GED Program / Testing	
13	Job Placement Training	
14	Life Skills Training	
15	Medical Assistance – copays / infectious disease testing	Limit of \$250.00 per person
16	Medications	30 days limit per person
17	Personal Hygiene Care (eg. haircuts)	Limit of \$20.00 per person
18	Phone Cards	Limit of \$15.00 per person
19	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.
20	Print Brochures to Referral Sources	
21	Taxi	Only if no public transportation is available in the area
22	Transportation to Residential Treatment	Limit of \$1,200.00 per contract (for the whole catchment area)
23	UA / BAs	Limit of \$100.00 per person
24	Utilities	1 month limit per client

**** No mental health or substance use disorder groups or individual treatment to be funded via these funds**

Contract Control Number: SHERF-201950502-00/ALFRESCO: 201627831-03
Contractor Name: 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:

Mayor

Clerk and Recorder, Ex-Officio Clerk of the City
and County of Denver

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

Assistant City Attorney

Manager of Finance

By:

Auditor

Contract Control Number:
Contractor Name:

SHERF-201950502-00/ALFRESCO: 201627831-03
STATE OF COLORADO

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)