

## FOURTH AMENDATORY AGREEMENT

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

### RECITALS:

**A.** The Parties entered into Agreement dated July 13, 2020 and an Amendatory Agreement dated August 19, 2021, a Secondary Amendatory Agreement dated July 15, 2022, and a Third Amendatory Agreement dated August 22, 2023 (the “Agreement”) perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, the Scope of Work and Budget, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount and add section 37 - Compliance with Denver Wage Laws.

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

**1.** All references to “...**Exhibit A, A-1, A-2 and A-3**...” in the Agreement shall be amended to read: “...**Exhibit A, A-1, A-2, A-3 and A-4**...” as applicable. The scope of work marked as **Exhibit A-4** attached to this Fourth Amendatory Agreement is hereby incorporated by reference.

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

“**3. TERM:** The Agreement will commence on **July 1, 2020**, and will expire, unless sooner terminated, on **September 30, 2025** (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.”

**3.** Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” is hereby deleted in its entirety and replaced with:

“4. **COMPENSATION AND PAYMENT:**

4.1 **Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **EIGHT HUNDRED SIX THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS AND THIRTY SEVEN CENTS (\$806,825.37)** for fees. Amounts billed may not exceed rates set forth in **A, A-1, A-2, A-3, and A- 4.”**

4. Section 37 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**”, is hereby added:

“37. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

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

**Exhibit List:**

**Exhibit A-4 – Scope of Work**  
**Addendum A - RISE Vendor Requirements**

**Contract Control Number:** SHERF-202474214-04/SHERF-202054925-04  
**Contractor Name:** THE EMPOWERMENT PROGRAM INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

SHERF-202474214-04/SHERF-202054925-04  
THE EMPOWERMENT PROGRAM INC.

By:   
4BA9E1CC75734F5...

Name: Julie Kiehl  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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

Exhibit A-4 Scope of Work –  
Jail Based Behavioral Health Services

**Statement of Work**  
**Jail Based Behavioral Health Services (JBBS)**  
**FY25**

**Definitions and Acronyms**

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

**“Agonists”** Opioid agonists such as methadone or buprenorphine are therapeutic drugs used for the management of opioid dependence. In clinical practice, they are used for opioid agonist maintenance therapy or withdrawal management. An agonist is a drug that activates certain receptors in the brain. Full agonist opioids activate the opioid receptors in the brain fully resulting in the full opioid effect.

**“Antagonists”** An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them. Antagonists cause no opioid effect and block full agonist opioids. Examples are naltrexone and naloxone.

**“Behavioral Health Administration”** The BHA is a new cabinet member-led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs.

**“Bridges Program/Court Liaison”** means an individual employed or contracted with the State Court Administrator’s Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems. <https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridges>

**“Case Manager”** assists in the planning, coordination, monitoring, and evaluation of services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness.

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

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

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

**“GAIN”** is the Global Appraisal of Individual Needs Assessment

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

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

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

**“Long Acting Injectable (LAI)”** is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

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

**“Partial Agonists”** Partial agonist opioids activate the opioid receptors in the brain, but to a much lesser degree than a full agonist. Buprenorphine is an example of a partial agonist. An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them.

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

**“Screening Tools”** are brief questionnaires or procedures that examine risk factors, mental health/trauma symptoms, or both to determine whether further, more in-depth assessment is needed on a specific area of concern, such as mental health, trauma, brain injuries or substance use.

## Exhibits

**A: Statement of Work** - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.

**B: Budget** - outline of the projected cost/expenses of the project.

**C: Miscellaneous Provisions** - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.

**D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum**  
- terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.

## PART ONE - GENERAL PROVISIONS

### Article 1

#### General Administration

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

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

**1.3 Program Administrator.** The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's' contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also attend JBBS Quarterly Meetings, Round Tables and Learning Communities, and shall oversee the JBBS Program and its operations. The Program Administrator must also notify JBBS Program Manager(s) to any change in personnel. The Sheriff's Department is encouraged to account for this administrative position in their budget.

**1.4 JBBS Program Coordination Group.** The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) will be available to attend periodic program coordination group meetings for technical assistance, contract management, and support based on agency needs. BHA reserves the right to record JBBS meetings as necessary. The Program Coordination Group shall:

- a. Oversee program implementation
- b. Make training recommendations

- c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work
- d. Ensure program effectiveness and performance is measured by specific client-centered health outcomes and reflected in the data collected
- e. Resolve ongoing challenges to program effectiveness
- f. Inform agency leaders and other policymakers of program costs, developments, and progress
- g. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision
- h. For JBBS Programs serving a catchment of counties, a Sheriff's Department representative from each county is required to participate in the JBBS Program Coordination Group
- i. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

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

**1.6 Audits.** As a participant in the JBBS program, participation in regular audits may be required. Clinical and financial documentation shall be made available when requested for onsite or virtual review by the Behavioral Health Administration, in addition to the location(s) where treatment services are being provided.

**1.7 Recovery Support Services.** SAMHSA (Substance Abuse and Mental Health Services Administration) encourages those involved in substance abuse and / or mental health treatment, to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services for wraparound resources including, but not limited to, clothes, transportation, food, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

**1.8 Cultural Competency.** The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at <https://thinkculturalhealth.hhs.gov/clas/standards> The Contractor shall also make reasonable accommodations to meet the needs of Individuals who are physically challenged, deaf or hearing impaired, or blind.

**1.9 Medication Consistency.** Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF. If requested by the BHA, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the HCPF Website at <https://hcpf.colorado.gov/pharmacy-resources>. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See Exhibit B, Budget and Rate Schedule for a list of covered medications.

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



## **Article 2 Confidentiality and HIPAA / 42 CFR Part Two**

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

**Addendum.** The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, Exhibit D of this Contract.

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

- a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in Exhibit D of this Contract.
- b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

**2.3 Information Sharing.** For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS program, Contractor shall share patient-specific mental health health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care. All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.

**2.4 Additional Measures.** The Contractor shall agree to the following additional privacy measures:

- a. **Safeguards.** The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.
- b. **Confidentiality.** The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement. It is recommended that each participating jail have a universal release of information (ROI) for JBBS clients to sign to ensure appropriate continuity of care.

## **Article 3 Financial Provisions**

**3.1 Cost Reimbursement / Allowable Expenses.** This contract is paid by cost reimbursement. See Exhibit B, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, and shall not exceed any detail in the budget in this regard. Documentation of all monthly expenses is required to be submitted along with the invoice each month.

**3.2 Staff Time Tracking and Invoicing.** The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to [cdhs\\_BHApayment@state.co.us](mailto:cdhs_BHApayment@state.co.us) by the 20th of the following month.

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

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

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

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

## **PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES**

### **Article 1**

#### **Purpose and Target Population**

**1.1 Purpose.** The goal of the Jail Based Behavioral Health Services (JBBS) Program is to support County Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

**1.2 Target Population.** Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed, who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

### **Article 2**

#### **Activities and Services**

**2.1. Licensed Substance Use Disorder Treatment Requirements.**

- a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.
- b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c. Contractor shall implement policies and procedures on how the subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.
- d. Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.
- e. Each individual's treatment / transition plan shall incorporate:
  - i. Summary of the continuum of services offered to individuals based on evidence based curricula.
  - ii. Frequency and duration of services offered.
  - iii. Description of how services are divided if an individual's treatment will be provided by more than one treatment provider/agency.
  - iv. The individual's natural communities, family support, and pro-social support.

### **Article 3 Standards & Requirements**

**3.1 Authorizing Legislation and Description of Services.** The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

- a. Alcohol and drug screening, assessment, and evaluation.
- b. Alcohol and drug testing.
- c. Treatment for assessed substance abuse and co-occurring disorders.
- d. Recovery support services.

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

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

### **Article 4 Data Reporting**

**4.1** Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA. Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the CiviCore JBBS database or other database as prescribed by BHA:

- a. A record for each individual who screened "positive" for a mental health disorder or substance use disorder; other screenings completed and results thereof.

- b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
  - c. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see Exhibit B for allowable medications.
  - d. Number of individuals who successfully transition to community based services upon release.
  - e. Program discharge outcomes and treatment status in the community after discharge.
- 4.2 The Contractor agrees to respond to BHA's inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issue. The Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's database access will need to be deactivated.

## **Article 5 Performance Measures**

### **5.1 Performance Measures.**

- a. Transition Tracking Outcomes. The goal of the JBBS program is to identify treatment service needs and assist with engagement in community based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six and 12 months post release. The individual's treatment status shall be recorded in the CiviCore JBBS database or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor's Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:
  - i. Deceased – In the event of death of the individual post-release.
  - ii. In Treatment – Individual is engaged in community based treatment services as recommended in the transition plan.
  - iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.
  - iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.
  - v. Not in Treatment – Individual is reported by the community based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.
  - vi. Status Unknown – Individual cannot be located.
  - vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.
- b. Recidivism. JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:
  - i. JBBS participants who have received treatment services or groups will be
  - ii. included in the recidivism analysis.
  - iii. "Recidivism" is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.
  - iv. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

## **Article 6 Deliverables**

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

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

#### **Article 1**

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

**1.1 Purpose.** The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2023, there are JBBS programs in 48 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other BHCOUNTY Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low cost services in the community.

**1.2 Target Population.** Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

## **Article 2 Activities & Services**

**2.1 Services.** It is best practice that all jails should be utilizing evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

- a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.
- b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).
- c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.
- d. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
- e. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.
- f. Complete the GAIN 3.2 assessment with an individual enrolled in the JBBS program within 14 calendar days of program enrollment. The Contractor shall monitor and make reasonable efforts to ensure that all participants complete a GAIN assessment a minimum of every three months thereafter, to track progress. Other site-specific tools may also be utilized in addition to the GAIN.

**2.2 Training and Meetings.** The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

- a. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, to be organized by BHA as soon as is practicable execution of the contract.
- b. Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

**2.3 Evidence-Based Practices.** The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

**2.4 Individualized Service Provision.** The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of

the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

### **Article 3 Standards and Requirements**

**3.1 Mental Health Treatment Provider.** The subcontracted mental health treatment provider(s)/individual(s) must be licensed and in good standing with the Department of Regulatory Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

#### **Invoicing**

- The vendor is responsible for tracking their monthly invoices and ensuring alignment with the annual budget amount. The payout amount will not exceed the budget total to include the monthly fringe cost.
- DSD is to be invoiced by the 15<sup>th</sup> of the following month for services rendered only. Each invoice should include supporting documents such as timesheets and receipts for purchases made.
- Indirect Costs will be paid out under the three categories listed below. When submitting for invoicing, proper supporting documentation should be included to support the payout under each category.
  - Administrative
  - Clinical Supervision
  - Task Supervision

### **Exhibit B- Budget**

#### **Budget**

- Line-item budget deviations under 25% are allowed without prior approval. Overall budget must not exceed total approved amounts. Any spending outside of the approved budget lines, or creation of new budget lines, will require prior approval.
- Indirect Costs will be paid out under the three categories listed below.
  - Administrative
  - Clinical Supervision
  - Task Supervision
- One-time retention payments may be utilized for staff that have remained employed by the vendor for 6 months or longer when vacancy savings exist within the personnel budget but may not exceed overall contract amount. The below is the budget for this fiscal year:

**Note: The below table outlines the budget line items for the upcoming State fiscal year only.**

<b>Vendor Personnel</b>
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	<b>Salary</b>	<b>Fringe (federally negotiated rate of 17%)</b>	<i>Monthly fringe cannot exceed 1/12 of fringe amt</i>	<b>Total Program Budget Salary + Fringe</b>
<b>LEAD Behavioral Health Specialist (CAS or LAC) 1.0 FTE</b>	\$74,000	\$12,580	\$1,048.33	\$86,580.00
<b>Behavioral Health Specialist (CAS or LAC) 1.0 FTE</b>	\$69,000	\$11,730	\$977.50	\$80,730.00
			<i>Subtotal Personnel</i>	<i>\$167,310.00</i>
<b>Recovery Support Services</b>				\$2,000.00
<b>Staff Training</b>				\$1,000.00
			<i>Subtotal Other</i>	<i>\$3,000.00</i>
<b>Indirect Costs (federally negotiated rate of 13.6%) Indirect Cost Categories (Administrative, Clinical Supervision, Task Supervision)</b>				\$23,162.16
			<b>Total</b>	<b>\$193,472.16</b>



## ADDENDUM A

### RISE Vendor Requirements

#### I. Program Purpose:

The purpose of the DSD Programs Team Recovery in a Secure Environment (RISE) program is to help individuals in custody of DSD build a foundation of recovery through screenings, assessments, individual and group therapy, transition planning, evidence-based peer support groups and milieu management efforts. These efforts aim to address the substance use treatment needs and criminogenic risks for people in custody with substance use disorders (SUD) or co-occurring substance use and mental health disorders.

The RISE Program is funded by JBBS through the Behavioral Health Administration with the State of Colorado. DSD contracts with two community-based organizations to provide clinical oversight, supervision, and direct service to program participants. Programs staff will provide oversight and supervision of the program, through day-to-day operational guidance and milieu management support.

#### II. Program Overview:

The following outlines the different types of programming that will be implemented by the contracted staff as part of the RISE Program.

- Screenings: The following screens will be completed by contracted staff:
  - Required JBBS screens to include SSI-AOD, CCJMHS, OSU-TBI, TRS, PCL-5, and the PHQ-9 will be completed by contracted staff.
  - The following questionnaires will only be completed depending on scoring of initial assessment.
    - TBI-Symptom Questionnaire
  - CCAR and DACOD: Both RISE vendors will utilize the DACOD with all program participants and CCAR with only those with an identified mental health diagnosis.
- Assessments: The following assessments will be completed by contracted staff.
  - A biopsychosocial assessment is completed on all program participants to identify diagnosis that is required to be entered into the JBBS Civicore database.
  - LSI-R: Only administered for contractual requirements for those that are in the program for over 30-days.

- **Psychoeducation:** Contracted staff will provide psychoeducation opportunities that address Cognitive Behavior Therapy, Substance Use, Criminogenic Risks, Life-Skills, and Mental Health.
- **Therapy:** The following therapeutic interventions will be offered based on individual assessment results, with both contracted agencies providing clinical oversight and supervision. This includes both agencies operating under their agency licensure. Clinicians will be able to utilize other clinical methods as approved by the vendor they work for.
  - **Group Therapy:** Therapeutic groups are offered weekly and cover the following topics: substance use, mental health, trauma, and coping skills.
    - Contracted counselors will be trained in Strategies for Self-Improvement and Change (SSC) and in MRT and offer both curriculums based on program implementation needs.
  - **Individual Therapy:** Individual therapy will be offered on an as needed basis based on assessments. The counselors will be trained and utilize the Solution-Focused Brief Intervention Therapy model to include both the Introduction to Clinical Practice and Foundations of Solution-Focused Practices Outline Intensive curriculums.
- **Evidence-Based Peer Support Groups:** Each week, program participants (peers) will facilitate groups utilizing an evidence-based curriculum (Change Companies Curriculums and/or others as approved) identified by the Programs Team. The counselors will provide peers guidance and support to assist with learning facilitation skills and being successful with their group facilitation efforts.
- **Transition Planning:** Transition plans are expected to be initiated during the first week of program enrollment and support efforts to reduce recidivism by re-entry planning. The assigned counselor and housing and employment specialists will regularly check-in with participants on their caseload and develop transition plans based on assessment and participant needs. The counselors should consider contacting supervising (probation/parole) officers to identify terms and conditions if applicable, and work to address housing, employment, basic needs, and warm-hand off's to support continued access to treatment and or resources/services in the community.
- **Community Meetings:** Weekly meetings are held between counselors and program participants to receive feedback and discuss experienced barriers and/or challenges to address to help build and reinforce a therapeutic community and participant engagement. These meetings should be attended by the Counselors and Programs Team staff as needed.

- **Program Graduation:** Graduations may occur during any of the four-program participation. Counselors attend graduations, review graduation letters, create graduation certificates, and ensure all program requirements are completed.
- **Program Phases:** Program participants will move through a four-tiered phase process to promote growth and accountability within the RISE community as outlined below.
  - **Phase One:** Begins the day participants are admitted to the program and lasts for two-weeks. This phase may be extended if the participants are not engaging properly. Participants learn rules and requirements, begin attending groups, and meet with the assigned peer buddy or phase coordinator to begin preparing for Phase II. Participants will also begin to co-facilitate at least one group with a peer that is in a higher phase, and work with their assigned counselor to begin developing their transition plan and completing other programming.
  - **Phase Two:** Participants will be in this phase most of the time in the RISE Program and will be expected to facilitate groups and take on more peer leadership roles (i.e., Advisor, Inmate Council, and Phase Coordinator).
  - **Phase Three:** Participants that will be in the program over 90-days will move to this phase. This phase requires individuals to co-facilitate a minimum of 1 counselor-led group monthly and will receive guidance and support from the counselors to prepare and facilitate these sessions. Participants may receive free time if approved.
  - **Phase Four:** Participants who are in the program 6-months or longer may be eligible for this phase. They are expected to create a group with a curriculum that includes a minimum of four- weeks' worth of content that can include peer group preparation sheets, or from the pre-approved program materials. and will receive guidance and support from the counselors to prepare and facilitate these sessions. Participants may receive free time if approved.

### III. Roles and Responsibilities:

- **Jail-Based Substance Use Counselors:** Jail-based substance use counselors are licensed, or license eligible, through DORA and provide substance use and mental health screenings, assessments, treatment, transition planning, and milieu management to participants of the RISE Program.
- **Clinical Lead Position:** This position will be a lead clinical on-site counselor that would support contracted staff in providing clinical supervision, daily therapeutic milieu management and clinical interventions with program participants as needed and in compliance with DSD rules and regulations. The clinical lead positions will work closely

with the Programs Team representatives to triage programming needs and requests, carry a case load, and support other programming as needed. This position will be fully licensed as a LCSW or LPC and have LAC certification. Both vendor agency leads will work collaboratively to provide clinical supervision.

- **Agency Supervisors:**

- **Clinical:** The identified agency representative will provide clinical supervision to all contracted staff and work under the agencies clinical licensure and policies.
- **Non-Clinical:** The agencies task supervisor will oversee the contracted employees performance and HR related requests/needs and work closely with the Programs Team Program Manager to support the individual staff members. The vendor will provide notification to the Programs team of the frequency of these meetings.

- **Housing & Employment Specialists:** This position will be employed by Mile High Behavioral Health but support both men's and women's RISE programming. The Specialist This position will develop transition plans in preparation for their release. This individual will work closely in collaboration with the counselors and will facilitate groups and offer milieu management supports.
- **Financial Reconciliation:** The vendor will identify a representative to complete monthly invoices to be submitted along with supporting documentation to the Program Team. Further details of invoicing processes are outline in the contract.

#### IV. Vendor Requirements:

- Counselors should go to the Program Manager anytime there is a rule violation that includes jail-based, and program related to problem solving supports and guidance on how the counselor should proceed as soon as the incident has occurred or within reason based on circumstances. If clinically supports are necessary, the Clinical Lead will also be included to provide a clinical lens and guidance. to advise on Once the counselor has been given guidance, that individual will be responsible to discuss next steps with the program participant.
- Contracted staff will be required to read the DSD Inmate Handbook during the on-boarding phase and undergo training offered by DSD staff to learn more about departmental policies and procedures.
- Counselors will follow DSD policies and, procedures and follow Deputies directives to support next steps and program participant decisions.
  - Anytime contracted staff identify consensual and non-consensual sexual behavior, possession of contraband, current suicidality statements or behaviors, and use of force behaviors, they will report these activities to the Program

Manager and sworn staff who will determine next steps to address the identified concern. This should include incidents that involves either a staff member or another individual in custody.

- When a counselor identifies and reports suicidal ideation, the individual will report this behavior to CRT who will provide further supports to the individual.
- **Licensure:** All contracted clinical staff should be registered and in good standing with DORA or should be working towards licensure and be license eligible.
- The program participants status will be recorded utilizing identified JBBS categories (outlined in the contract) in Civicore.
- **Time-Off Requests & Notifications:** The following steps are to be taken by contracted staff:
  - Step One: Email requests should be submitted to the Agency Supervisor and include the timeframe, coverage and any other critical information needed as soon as possible and at a minimum two-weeks preferable. Exceptions can be made on a case-by-case basis.
  - Step Two: Once the employee has received approval for the requested time, a second email that includes the Program Manager, Agency Supervisor, Program Coordinator, and other contracted staff should submitted with a detailed coverage plan, timeframe that has been approved for the individual to be out and any other critical information. The following steps will need to be taken by the employee:
    - The employees will need to work on identifying coverage for their roles and responsibilities while they are out of the office.
    - Time-off should be added to the Programs Team shared calendar.
    - Employees should utilize the template provided as an out-of-office outlook message.
- **Sick Leave:** The Employee should send email notification to the Agency Supervisor, Programs Team Manager and Coordinator, and other contracted staff at minimum 30-minutes prior to the start of their shift with notification that they will be out of the office. This notification should include duties that will need to be covered.
- **Holiday Coverage:** Contracted staff will follow their agencies holiday schedule.
- **Work Schedules:** Contracted staff will work their designated work schedule and will include a work from home day once the 6-month probationary period has successfully been completed. The vendors will work in coordination with Programs Team staff to

ensure there is sufficient staffing throughout the week with work hours being between 7 – 5 p.m. Monday – Friday.

- **Inclement Weather:** Contracted staff will follow their agencies inclement weather policies. The agency supervisor will provide notification to DSD Programs Team staff of coverage changes as soon as possible.
- **Office Space:** Contracted staff will be assigned a dedicated workspace and will be responsible for maintaining their space. It is expected that it will remain clean and organized. All programming materials are to be kept in the shell space at the County Jail except for pre-approved material that can be kept in the workspace.
- **DSD Assigned Equipment:** Contracted staff will be assigned DSD equipment to include monitors, keyboard, a laptop, a charger, a mouse, 1 YubiKey, and a contractor badge and should be returned to the Program Manager when leaving their position. The Program Manager will complete a DSD Equipment Assignment Form and Equipment Return Form when contracted staff are assigned or turn in DSD issued equipment.
- **Vendor Recruitment Efforts:**
  - **Interviews:** The vendor will have the option to include Programs Team staff in interviews to fill vacant positions.
  - **Exit Interviews:** The vendor will have the option to share relevant information from exit interviews with the Programs Team that will help inform process improvement efforts.
- **On-Boarding and Off-Boarding Processes:** The vendor will work in collaboration with DSD Programs Team staff to support on-boarding and off-boarding processes.
- **Human Resource Supports:** The vendor will work in coordination with DSD staff to address employee disciplinary actions, accommodation requests and coaching supports. Denver Sheriff staff that includes Sworn and Programs Team staff will take necessary action to address any safety and security concerns that may arise to include revoking facility access.
- **Meeting & Training Attendance:** RISE staff will attend the following meetings:
  - All RISE Monthly Meetings: Scheduled once a month for 1.5 to 2-hours with the focus on discussing programmatic updates, training, process improvement and team building efforts. This meeting includes all contracted staff, Programs Team staff, and vendor supervisors.
  - Programs Team Monthly Meetings: Scheduled once a month and includes all Career Service and contracted staff. These meetings will include programmatic updates, training, process improvements and team-building efforts.

- Quarterly Programs Team Building Events: Full Program Team team-building activities are scheduled once a quarter and will include contracted staff. Some activities are scheduled off site.
- Monthly DSD Supervisor Check Ins: Once a month and/or as necessary, RISE staff will meet with the Program Manager individually to discuss individual goals, growth opportunities, and successes.
- Alternating Bi-Weekly Men's/Women's RISE Meetings: These meetings focus on staffing program participants with a focus of receiving clinical consultation from the vendors clinical representative and/or vendor supervisor, other RISE staff, and Programs Team members.
- JBBS Meetings: JBBS requires both Programs Team and vendor representation in certain meetings. The following are meetings that will need to be attended.
  - Learning Community: To be attended by Programs Team and vendor staff. These meetings include community stakeholder presentations, jail spotlights, highlights of other BHA programs, best practices, and improvement strategies across the state.
  - Quarterly Meetings: To be attended by Programs Team and vendor staff. Meeting focuses on best-practices, JBBS requirements.
- Other Trainings/Meetings: The City and County of Denver or Department of Safety may require trainings to be completed by contracted staff may be assigned via the Workday portal, held in-person or other virtual streams.

**V. File, Data Collection and HIPPA Compliance Processes:**

- Contracted staff will need to enter client data in the JBBS designated database (Civicore).
- All contracted staff will be issued a Civicore log in at the start of the employment with the RISE program. All data entry for the previous month should be entered by the 15th day of each calendar month to allow BHA staff to utilize current data.
- Based on JBBS requirements, the following information will be needed to be incorporated: basic demographic data, screening outcomes for mental health or substance use, LSI-R scores, a working diagnosis, a summary of the continuum of services offered to individuals based on evidence-based curricula, frequency and duration of services offered, the individual's natural communities, family support, and pro-social support.
- At discharge, the assigned counselor is responsible for updating the JBBS database (Civicore) with the discharge date and reason as well as ensuring the participants

contact information is up to date as well as any alternative contact options (family, probation, etc.).

- The assigned counselor will be responsible for the transition tracking contacts at one, two, six, and twelve months and placing updates in Civicore to track post-release treatment participation.
- The RISE Coordinator will audit transition tracking completion.
- All RISE contracted staff will enter data in the current RISE Spreadsheet and support with the transition and use of the new Nintex form that will replace the current data tracking method.
- Electronic client files (including scanned RISE programmatic assessments, screeners, diagnoses, safety plans, transition plans, etc.) will be scanned and uploaded within 72-hours of completion onto the vendor's electronic health record system. While the participant is in the RISE program, the contracted staff will keep a paper file and follow HIPPA record keeping rules.
- Paper files can be kept behind two double locks within the designated workspace. Files should be separated into two categories to include active participants and archived participants.
- Contracted staff are not allowed to take paper files outside of the facility at any time. The Program Manager will be responsible for handing over archived files to the contracted vendors.
- Once current participants discharge from the program, contracted staff will archive the paper files in a double locked location within their office to await pick up by their home agency on a bi-yearly basis. Electronic client files will be archived in the RISE Program SharePoint and kept for seven-years. Vendors will have internal processes that align with their policies and procedures for HIPPA compliant electronic health records storage and management.

#### VI. Records Requests:

There are two types of requests that includes 1.) Program Participation, and 2.) Treatment Records. The following outlines how these requests will be processed.

- Program Participation: Current program participants can request documentation to provide to for upcoming court hearings. A standard form called Participation Letter Request is utilized and can be provided to court representatives, supervising officers (i.e., probation/parole officers), and/or attorneys. There is a Participation Letter Request template for the men's side of programming and one for the women's side and can be found in the RISE Shared Drive program. A request for this form



should include a signed Release of Information (ROI). When a contracted staff member receives a program participation request, the assigned counselor can complete the template and send it to the Program Manager along with an ROI.

Upon approval from the Program Manager the final letter will be sent to the requesting party by the counselor. A copy with an “unofficial” watermark will be provided to the participant on a case-by-case basis and as approved by the Program Manager. A copy will be saved in the participants file in the clients paper file. Contracted staff should not sign the unofficial letter provided to the participant.

- Requests for Client Files Documents: If any of the contracted staff receive a request for client files, the request should be forward to the Program Manager who will then determine if the request should be processed and approved by DSD and/or the contracted vendor.

DSD staff can provide verification of participation with RISE, program involvement including facility write ups and general compliance, etc. but cannot provide treatment, assessment, diagnoses, and/or other clinical documentation. Records requests for client files that belong to the contracted vendor will be forwarded to them to process directly.

DSD Civil Liabilities Unit (CLU) for approval. Once approved by the CLU, the request will be given back to either the assigned counselor or Program Manager to process.