

AMENDATORY AGREEMENT

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

RECITALS:

A. The Parties entered into an Agreement dated March 16, 2021, a First Amendment dated August 28, 2021, and a Second Amendment dated October 16, 2022 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Statement of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to update the extend the term, increase the maximum contract amount, remove paragraph 20-No Employment of Illegal Aliens to Perform Work Under the Agreement, update paragraph 23-No Discrimination in Employment, and update the exhibits.

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

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

“**3. TERM:** The Agreement will commence on July 1, 2020 and will expire, unless sooner terminated, on June 30, 2024 (the “Term”).”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section 4.1 entitled “**Fee**” is hereby deleted in its entirety and replaced with:

“**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 **SEVEN HUNDRED THOUSAND ONE HUNDRED ELEVEN DOLLARS AND SIXTY-ONE CENTS (\$700,111.61)** for fees. Amounts billed may not exceed rates set forth in Exhibit B.”

3. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section 4.4 entitled “**Maximum Contract Amount**” Sub-section 4.4.1 is hereby deleted in its entirety and replaced with:

“4.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED THOUSAND ONE HUNDRED ELEVEN DOLLARS AND SIXTY-ONE CENTS (\$700,111.61)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 20 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety.

5. Section 23 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

6. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-3 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A are changed to Exhibit A-3.

7. **Exhibit B** is hereby deleted in its entirety and replaced with Exhibit B-3 Budget, attached and incorporated by reference herein. All references in the original Agreement to Exhibit B and changed to Exhibit B-3.

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

9. This 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.

Contract Control Number: SHERF-202369198-03/ Parent: SHERF-202057071-03
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

SHERF-202369198-03/ Parent: SHERF-202057071-03
DENVER HEALTH AND HOSPITAL AUTHORITY

By: DocuSigned by:
Amanda Breeden
0ACDB82B6128484...

Name: Amanda Breeden
(please print)

Title: Director, SPARO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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

Jail Based Behavioral Health Services (JBBS)

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. The BHA was previously known as the Office of Behavioral Health (OBH).

“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>These

“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.

“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 addiction's 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, 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.

E. Supplemental Provisions for Federal Awards - provide guidelines on being considered a subrecipient and the federal requirements.

F. SLFRF, Subrecipient Provisions Exhibit - CDHS - provide information on the requirements established by the U.S. Department of treasury for use of the State and Local Fiscal Recovery Funds.

PART ONE - GENERAL PROVISIONS

Article 1

General Administration

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

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

1.3 Program Administrator. The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities, and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's' contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to cdhs_jbbs@state.co.us

a. BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also attend JBBS Quarterly Meetings, and shall oversee the JBBS Program and its operations. The Program Administrator must also notify JBBS Program Manager(s) to any change in personnel. The Sheriff's Department is encouraged to account for this administrative position in their budget.

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

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

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

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

being provided.

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

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

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

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

1.10 Cultural Competency. The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at <https://thinkculturalhealth.hhs.gov/clas/standards>

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

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

- a.** For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS program, Contractor shall share patient-specific mental health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care.
- b.** All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.
- c.** Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and

to utilize the Medication Consistency formulary developed by CDHS and HCPF.

- d. If Contractor does not utilize the Medication Consistency formulary developed by CDHS and HCPF, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the CDHS Website.
- e. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See **Exhibit B**, Budget and Rate Schedule for a list of covered meds.

Article 2

Confidentiality and HIPAA / 42 CFR Part Two

2.1 HIPAA Business Associate Addendum / Qualified Service Organization

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

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

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

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

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

Article 3

Financial Provisions

- 3.1 Cost Reimbursement / Allowable Expenses.** This contract is paid by cost reimbursement. See **Exhibit B**, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, and shall not exceed any detail in the budget in this regard.
- 3.2 Staff Time Tracking and Invoicing.** The Subcontractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in-kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to cdhs_BHApayment@state.co.us by the 20th of the following month.
- 3.3 Procurement Card.** BHA recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement cards.
- 3.4 Proportional Reduction of Funds.** The Behavioral Health Administration has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 40% of the contract budgeted amount by November 30th, the Behavioral Health Administration may proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 65% of the contract budgeted amount by February 28th, the Behavioral Health Administration may again proportionately reduce the contract budget amount to match current spending rates.
- 3.5 Fiscal Agent County Responsibilities.** Where a county is acting as a fiscal agent for other counties, the fiscal agent county shall pay invoices received by the catchment counties within 45 days of receipt.
- 3.6 Other Financial Provisions,** including invoicing instructions can be found in **Exhibit C**, Miscellaneous Provisions.

PART TWO - JAIL MEDICATION ASSISTED TREATMENT

Article 1

Purpose & Target Population

1.1 Purpose. Treatment of individuals with substance use disorders who come into contact with the criminal justice system. Jails that receive funding through the jail-based behavioral health services program are to allow

medication-assisted treatment to be provided to individuals in the jail. Jails must have services involving consideration for Fentanyl/Carfentanyl related substances, and provide 8 mg of Naloxone at release (this can be two 4mg Narcan or one 8mg Kloxxado). The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

1.2 Target Population. 18 years of age and older, residing in county jail(s), SB 19-008 enacts policies related to the involvement of persons with substance use disorders in the criminal justice system.

Article 2 Activities & Services

2.1 Provision of Medication-Assisted Treatment. Contractor shall hire technical assistance ("TA") providers to support MAT programs in their facility. Technical assistance includes development and implementation of medication-assisted treatment, approval of prescribers by the United States Drug Enforcement Agency, other appropriate withdrawal management care, and assistance with identifying bulk purchasing opportunities for necessary services.

The facility shall offer medication approved by the federal Food and Drug Administration that are approved to treat opiate use disorder, which must include agonists, partial agonists, and antagonists, to a person in custody with an opiate use disorder. The person, in collaboration with the treating provider, must be given a choice concerning what medication is prescribed, based on the facility's medication formulary.

The Contractor or designee, shall be responsible for documenting individual-level MAT services provided, including date of service, type of service, duration of service, specific MAT medication provided, frequency of dosage, and any additional applicable information.

Contractors engaging in MAT treatment shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

- a.** Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to BHA/JBBS Program Manager, before MAT services are provided. See Part Eight, Article 1.5 for more details on how this needs to be submitted.

- b. Identify program appropriate individuals via screening.
- c. Link persons with SUD with a community based clinical care provider.
- d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- e. Provide patient education surrounding SUD and the types of treatment available in their community.
- f. Develop and routinely review individualized treatment plans.
- g. Have fentanyl related considerations for withdrawal management.
- h. Provide overdose reversal medication at release (this can be two 4mg Narcan or one 8mg Kloxxado).

2.2 Allowable Expenses. The following are allowable expenses in the provision of MAT services, reimbursable in accordance with the BHA-approved rate schedule or prior authorization from JBBS Program Manager. For a full list of allowable medications, please see the “medications” section in Exhibit B-3

- a. Fee for service agreements with Contractors for treatment, medical staff, and medications.
- b. Required medications, handled subject to Controlled Substance/ Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone or Kloxxado.
- c. DEA licensing services.
- d. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both sworn and civilian positions.
- e. Small facility and equipment upgrades related to MAT, per JBBS program manager approval.
- f. Training and staff development for MAT. Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.
- g. Technical assistance.
- h. Training services for jail staff as it relates to MAT.
- i. Consultation services for jail staff and community providers as it relates to MAT.
- j. Advertising, marketing or public relation services regarding MAT services.
- k. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail.
- l. Translation services for those receiving MAT services when needed.
- m. Delivery of MAT medications.
- n. Community re-entry services as related to MAT services

Article 3
Standards and Requirements

3.1 Program Policies and Plans.

- a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Eight, Article 1.5.
- b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.

3.2 License Requirements.

- a. Providers licensed as an opioid medication assisted treatment (OMAT) program shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.320: Opioid Medication Assisted Treatment (OMAT).
- b. Providers handling controlled substances shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

3.3 Level of Program/Care. OMAT provider facilities shall meet ASAM Level 1 Outpatient Treatment or 2.1 Intensive Outpatient level of care.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

PART SEVEN - JBBS TECHNICAL ASSISTANCE (HB 22-1326)

Article 1
Purpose & Target Population

1.1 Purpose. For those county jails who choose to accept SLFRF funds as it pertains to HB22-1326, the State of Colorado, Behavioral Health Administration (BHA) in cooperation with JBBS (Jail Based Behavioral Health Services) program, will assist county jails in meeting the requirements set forth by this legislation as it pertains to Medication

Assisted Treatment (MAT) technical assistance provided to jails. County jails may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment.

This technical assistance is a menu of options for different technical assistance elements needed for jails including but not limited to: consulting related to staffing necessary to provide MAT services, including jail operations staff, medical staff, and behavioral health staff. This technical assistance should also include options as to what services are available to offenders upon their release from custody.

Those who will be assisted by the technical assistance are local county detention facilities (jails) throughout the state of Colorado. The state of Colorado has 64 counties, however, not all 64 counties have jails. The JBBS program is currently being offered in 49 county jails. Jail population sizes vary by county, with the largest populations being housed in the seven county Denver metro area jails.

1.2 Target Population. Colorado County Jails participating in the Jail Based Behavioral Health Services program with the Behavioral Health Administration annually contracting with the state of Colorado to receive these funds for the provision of jail based behavioral health services have access to these funds through their contracts.

Article 2

Definitions and Acronyms

Behavioral Health Administration (BHA) represents one of Colorado's many steps towards strategic investments in improving the behavioral health system. 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.

Drug Enforcement Agency (DEA) enforces the controlled substances laws and regulations of the United States and brings to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States; and to recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets.

Jail Based Behavioral Health Services (JBBS) The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to C.R.S.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.

Medication Assisted Treatment (MAT) is the use of medications, in combination with counseling and behavioral therapies, to provide a “whole-patient” approach to the treatment of substance use disorders. Medications used in MAT are approved by the Food and Drug Administration (FDA) and MAT programs are clinically driven and tailored to meet each patient’s needs.

Article 3

Activities and Services

3.1 Expanded Provision of Medication-Assisted Treatment

Through Technical Assistance. Contractors engaging JBBS funding shall access technical assistance to expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

- a.** Contractor shall utilize technical assistance for the Development and Implementation of Medication-Assisted Treatment (MAT)
- b.** Contractor shall hire technical assistance (“TA”) providers to support MAT programs in their facility to address:
 - i. Medication availability within the community.
 - ii. Identifying bulk purchasing options for MAT related services.
 - iii. DEA licensing services.
 - iv. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be either sworn and civilian positions.
 - v. Training services for jail staff as it relates to MAT.
 - vi. Consultation services for jail staff and community providers as it relates to MAT.
 - vii. Advertising, Marketing or Public Relations services regarding MAT services.
 - viii. Human Services collaboration as it pertains to Medicaid enrollment prior to release from custody.
 - ix. Translation services when needed as it pertains to MAT.
 - x. Delivery of MAT medications.
 - xi. Community re-entry services for offender transition
- c.** Contractor shall provide a **work plan** outlining the jail’s intended use for the TA funding no later than 30 days from the date this amendment is executed.
- d.** Contractor shall submit a **policy** of the Jail’s MAT protocols and

procedures for the facility outlining the services and medications offered no later than 30 days from the date this amendment is executed to cdhs_jbbs@state.co.us. A copy of this policy will be provided to BHA before MAT services are provided. The policies will also include guidelines for nonmedical evaluations, including timelines for performing a subsequent medical evaluation.

e. Contractor shall provide appropriate and best-practice withdrawal management care to incarcerated individuals as necessary

f. Contractor shall develop community partnerships with necessary providers to link persons with SUD with an approved community-based clinical care provider.

g. Contractor shall provide patient education surrounding SUD/MAT/ODU and the types of treatment available in their community.

3.2 Allowable Expenses. The following are allowable expenses in the provision of the services above specific to this Part, reimbursable in accordance with the BHA-approved rate schedule.

a. Purchase technical assistance services identified in 3.1(b) above.

b. Provide staff development and training regarding Medication-Assisted Treatment, Substance Use Disorder, and Opioid Use Disorder to fulfill requirements of HB 22-1326.

c. Fee for service agreements with contractors for treatment, medical staff, and medications.

d. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.

e. Jail payroll expenses for interventions, medical staff, and medications.

Invoicing

Invoice	Description	Frequency
Monthly Invoice	<ul style="list-style-type: none"> • Monthly invoices with required backup documentation for payment. When applicable, this includes time sheets that allocate an individual's time if s/he works less than 100% of their time on this program. • EMP is responsible for tracking their monthly invoices and ensuring alignment with the annual budget amount. The payout amount will not exceed the budget total. 	Due 15 days after the end of each month.

Exhibit B-3 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.
- One-time retention payments may be utilized for staff that have remained employed by Mile High Behavioral Health Center for RISE for 6 months or longer when vacancy savings exist within the personnel budget but may not exceed overall contract amount.

<i>SALARY AND FRINGE</i>					
	<i>Salary</i>	<i>% Effort</i>	<i># of Positions</i>	<i>Fringe (26.7%)</i>	<i>Subtotal</i>
MAT Nurse	\$ 45,380.09	100%	0.5	\$ 12,116.48	\$ 57,496.57
<i>SUPPLIES</i>					
MAT Medication (methadone, buprenorphine, Suboxone, naltrexone, Vivitrol, Sublocade)					\$ 64,025.01
Recovery Support Services					\$ 5,000.00
Subtotal					\$ 126,521.58
Indirect (18%)					\$ 27,773.03
TOTAL					\$ 154,294.61