

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter, 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 (hereinafter, the "**Contractor**"). The City and Contractor are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into that certain agreement dated **February 19, 2021**, and a Revival and Amendatory Agreement dated **November 15, 2021** regarding, among others, the implementation of a Program Coordination Group to guide and support the JBBS program (the "Agreement");

WHEREAS, rather than enter into a new contract, the Parties desire to revise and amend the term of the Agreement, amend the maximum amount payable under the Agreement, as well as add and/or revise certain other provisions in the Agreement;

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

1. Article 3 of the Agreement entitled "**TERM**" is hereby amended in its entirety by deleting it and replacing it with the following:

"**3. TERM:** The Agreement will commence on **July 1, 2020**, and will expire, unless sooner terminated, on **June 30, 2023** (the "Term")."

2. Article 4.1 of the Agreement sub-headed "**Fee**" under the main

heading "**COMPENSATION AND PAYMENT**" in Article 4 of the Agreement is hereby amended by deleting the language under the "**Fee**" sub-heading and replacing it with the following:

"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 THIRTY- SEVEN THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS AND NINETY-ONE CENTS (\$837,882.91.00)** for fees. Amounts billed may not exceed rates set forth in **Exhibit B- 2."**

3. Article 4.4.1. subsumed under "**Maximum Contract Amount**" in Article 4.4 of the Agreement is hereby amended by deleting it and replacing it with the following: "**4.4. Maximum Contract Amount**

4.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **EIGHT HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS AND NINETY-ONE CENTS (\$837,882.91.00)** (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-2**. Any services performed beyond those in **Exhibit A- 2** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."

4. Article 20 of the Agreement entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**" is hereby amended in its entirety by deleting and replacing it with the following:

"20. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

20.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

20.2. The Contractor certifies that:

20.2.1. At the time of its execution of this Agreement, it does not

knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

20.2.2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

20.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

20.2.4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

20.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

20.2.6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

20.3. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.”

5. Article 23 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby amended in its entirety by deleting it and replacing it with the following:

“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. Effective upon execution, all references to Exhibits A-1, B-1, and C-1 in the Agreement shall be amended henceforth to read as **Exhibits A-2, B-2, and C-2** as applicable.

7. **Exhibits A-2, B-2, and C-2** are attached and incorporated herein by reference, For clarity, the attached Exhibits are from the City’s contract with the State and the “Contractor” referenced in the Exhibits is the City.

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

9. This Second Amendatory Agreement is not effective or binding on

the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: SHERF-202263823-02/Parent SHERF-202056255-02
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-202263823-02/ Parent SHERF-202056255-02
DENVER HEALTH AND HOSPITAL AUTHORITY

DocuSigned by:
Amanda Breeden
By: 0ACDB82B6128484

Name: Amanda Breeden
(please print)

Title: Director, SPARO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-2- Statement of Work Jail Based Behavioral Health Services

Definitions and Acronyms

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

“Behavioral Health Administration (BHA) designated inpatient restoration facility” means the facilities that are contracted with BHA to provide inpatient restoration services to individuals.

“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.

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

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

“Court-Ordered Competency Evaluation” means a court-ordered examination of an individual before, during, or after trial, directed to developing information relevant to a determination of the individual’s competency to proceed at a particular stage of the criminal proceedings, that is performed by a Competency Evaluator and includes evaluations concerning restoration to Competency.

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

“Forensic Navigator” means social workers working within the CDHS that provide proper care and coordination of pretrial individuals, which involves working with the courts, court liaisons, service providers, and conducting periodic case management evaluations across the 22 judicial districts.

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

“High Risk for Transfer” means an individual who has been ordered to receive inpatient

restorative treatment; for whom an evaluator has determined either that the individual appears to have a mental health disorder and as a result of the mental health disorder, appears to be an imminent danger to others or to himself and/or appears to be gravely disabled.

“LAC”, or Licensed Addiction Counselor, is a behavioral health clinician who can provide cooccurring

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.

“Low Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment services and is assessed to need mental health services but does not need a referral to a Behavioral Health Administration (BHA) designated inpatient facility.

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

“Memorandum of Understanding” 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.

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

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

“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.

PART ONE - GENERAL PROVISIONS

Article 1

General Administration

1.1 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-2**, Miscellaneous Provisions, Section II.

1.2 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 participate in the JBBS Quarterly Meetings and shall oversee the JBBS Program and its operations. The Sheriff's Department is encouraged to account for this administrative position in their budget.

1.3 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 need. 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. 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.

1.4 Subcontractors. The JBBS Program requires a subcontract, or an MOU be in place for any and all subcontractors. See **Exhibit C-2**, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

1.5 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.

1.6 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.

1.7 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 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.

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

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

1.11 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-2**, 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-2**, 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 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_bhpayment@state.co.us by the 20th of the following month.

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

3.4 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.

3.5 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.

3.6 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.

3.7 Other Financial Provisions, including invoicing instructions can be found in **Exhibit C-2**, Miscellaneous Provisions.

Article 4

Advance Payment for Jails with Financial Need

4.1. Purpose. Some county jails are not financially able to support the traditional cost reimbursement structure of this Contract. To increase accessibility to JBBS funding, BHA has established the following advance payment structure for JBBS services, available to jails that demonstrate financial need and agree to the additional financial monitoring provisions included in this section.

4.2 Participation. Contractor's participation in this program will be noted in Exhibit B-2 - Budget. **4.3 Application.**

a. Contractors requesting an advance payment model must submit an application to BHA by February 15th, to cdhs_jbbs@state.co.us. The application must include:

- i. Statement of Financial Need (template provided by BHA), signed by its financial representative.
 - ii. Written plan for compliance with the Advance Payment Fund Controls described in this Article 4; and
 - iii. Projected cost reimbursement budget for the upcoming year on the template provided by BHA.
- b. Contractors that were previously approved for an advance payment model will reapply using the BHA Advance Payment Reapplication template letter, available from BHA Program Managers, due to cdhs_jbbs@state.co.us by February 15 annually.
- c. BHA will notify Contractor of BHA's final decision to grant or deny the request for the advance payment model by March 15.²
- d. Approved Jails will be paid under the advance payment model upon execution of Contractor's contract for the following state fiscal year, provided that the contract is renewed.

4.4 Advance Payment Fund Controls

- a. Contractor shall maintain a separate fund or account for the funds from this Contract, which is not commingled with other accounts or funds.
- i. Contractor shall describe the type of account, purpose, authorized balance, custodian, and the fund in which the cash is reported within five business days of the opening or designation of this account.
 - ii. No receipts may be deposited to the fund other than approved replenishments and increases to the authorized balance as described above.
- b. Contractor shall submit its balance sheet and ongoing cash report against the advance payment to BHA at cdhs_bhpayment@state.co.us after the initial 2-month payment on July 1 and as a submission for its quarterly reconciliation.
- ¹ Note: applications for Fiscal Year 2022 may be approved on a different timeline.
² Note: applications for Fiscal Year 2022 may be approved on a different timeline.
- c. Advance Funds are public funds and shall never be used for personal cash advances check cashing services to anyone, including to employees; loans; or unrelated expenditures.

4.5 Payment Procedure.

- a. BHA shall prepare an initial invoice in the amount of two months of contract services in the amount of 2/12ths of the approved budget submitted by Contractor as part of its application and submit to Contractor for signature by June 15 annually.
- i. BHA will make this initial payment to Contractor by July 7 annually.
- b. Beginning with July's expenses, Contractor shall submit regular cost reimbursement invoices based on actual spending in accordance with the Payment Terms in Exhibit C-2, Section V.C.
- c. The revolving account balance may be adjusted based upon the results of quarterly reconciliations.
- d. Medication Assisted Treatment services described in Part IV Article I will not be paid in advance. MAT services will be paid from the established General Accounting Encumbrance according to the terms of Part IV Article III.

4.6 Reconciliation

- a. Process

- i. Jail submits required documentation from the county accounting system, due to cdhs_jbbs@state.co.us by the 20th of the month following the end of the quarter:
 1. Revenues and expenses for this program.
 2. Cash reconciliation for this specific cash account, including Deposits and disbursements. Actual bank statements may be an appropriate attachment for confirmation of expenses.
- ii. BHA performs reconciliation to actual expenses as indicated
- iii. Payment adjustments may be made based on the reconciliation.
- iv. Invoiced amounts for the last quarter of the year should be applied against the remaining balance in the cash fund, to prevent the need for repayment of funds to BHA.
- v. Any funds remaining in the cash fund in excess of the actual invoiced amount for the full year must be returned to BHA by September 10th for the prior fiscal year.

b. Schedule

- i. In the first month of Quarter 2 (October), reconcile BHA payments from July 1 through September 30 to actual expenses utilizing the Jail's detailed expenditures from July 1 through September 30, while maintaining up to two month's projected expenses for services in the upcoming months.
- ii. In the first month of Quarter 3 (January), reconcile BHA payments from October 1 through December 31 to actual expenses utilizing the Jail's detailed expenditures from October 1 through December 31, while maintaining up to two month's projected expenses for services in the upcoming months.
- iii. In the first month of Quarter 4 (April), reconcile BHA payments from January 1 through March 30 to actual expenses utilizing the Jail's detailed expenditures from January 1 through March 30, while maintaining up to two month's projected expenses for services in the upcoming months.
- iv. A final fiscal year end reconciliation of BHA payments from April 1 - June 30 will occur in July, at which time funds may be payable to the State. A new revolving fund balance for the new fiscal year will be established to meet jail cash flow needs.

**Article 5
Renovations**

5.1 Renovations Work Plan (SB137 Funding Only)

- a. Contractor may utilize SB137 funding (only) to renovate its facility in order to facilitate JBBS services or to meet the requirements of C.R.S. 17-26 Part 3 regarding the use of restrictive housing in jails.
- b. In that event, Contractor shall draft a project request including a work plan and budget for the expansion or renovation project identifying timelines, necessary zoning, licensing, fire safety, and budgetary execution milestones prior to initiating this work by email to cdhs_jbbs@state.co.us.
- c. Contractor shall coordinate monthly progress calls with OBH JBBS Program staff regarding the project management timeline and any barriers to completing the project on-time.

COMPETENCY ENHANCEMENT (SB 19-223)

Article 1

Purpose & Target Population

1.1 Purpose. In May 2019, the Colorado General Assembly passed Senate Bill 19-223; legislation that mandates the provision of interim mental health services for individuals who

have been court-ordered for inpatient competency restoration and who are waiting for admission to an inpatient bed. To compensate for these specialty services, SB 19-223 allocates funding to the Jail Based Behavioral Health Services (JBBS) program to address gaps in services in the jail for those with mental health disorders that are awaiting restoration services.

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

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

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

Article 2

Activities & Services

2.1 Program Referral. The Contractor shall refer individuals for competency enhancement services through one of the following ways:

- a. When a client has been ordered by the court to be evaluated for competency, found incompetent to proceed (ITP), and/or when inpatient restoration has been ordered.
- b. Upon return from a CDHS designated inpatient restoration site.
- c. Jail identifies the individual to be in crisis at booking or during the jail stay as defined in section 1.2 Target Population of this statement of work.
- d. Priority should be given to individuals who have been found incompetent to proceed and are awaiting admission to the state hospital. Priority should also include individuals who are awaiting a competency evaluation and are highly acute and/or in crisis.

2.2 Court Ordered Treatment Level of Care Type. Taking into consideration the court-ordered competency evaluation, current clinical presentation, any assessment or evaluation, and placement of an individual within the jail, treatment services and contact standards should be based on the following three categories:

- a. High Clinical Acuity:
 - Non-compliant with medication, may require the use of forced medications
 - Meets 27-65 criteria (i.e., threats or attempts at suicide or seriously bodily harm to self; homicidal or violent acts, attempts, or threats towards others; incapable of making informed decisions or providing for own essential needs without supervision placing themselves at risk for substantial bodily harm, aka gravely disabled)
 - Placed in a special management unit due to significant medical or behavioral

health concerns

- Significant behavioral concerns including verbal and physical threats or need for physical restraint or other involuntary control methods
- Unable or unwilling to perform activities of daily living (i.e., catatonic, immobile, consistently not eating/drinking/bathing)
- Significant risk behavior (unsafe behaviors, such as those listed above, of any type more than 50% of the time)
- Client has little or no insight into risks
- Client with significant/severe cognitive or emotional problems that could be barriers to safer behavior
- Client who has no understanding of or control of behavior

These individuals are in need of immediate coordination of transfer to a CDHS designated inpatient restoration site or consideration for an alternative means of crisis intervention. They should have daily contact and access to crisis intervention and stabilization services. The Contractor will work with the FST Program Coordinator to appropriately triage admission or alternative intervention.

b. Moderate Clinical Acuity:

- Increased or decreased behaviors from either low acuity or high acuity units and/or monitoring
- Generally compliant with psychotropic medication and jail based behavioral health or other resources (under some circumstances may be non-compliant with medications, actively experiencing symptoms of a mental health disorder, but not posing a significant or immediate risk of danger to self or others)
- Housing in the general population or transitioning from a special management unit
- In general population with psychotropic medication compliance decreasing to less than 80% of the time
- Temporary medical conditions
- Increased ability or willingness to perform activities of daily living from the previous baseline
- Moderate risk behavior (unsafe behaviors of any type more than 20-50% of the time)
- Client has a poor understanding of risks
- Client has mild/moderate cognitive or emotional problems that could be a barrier to safer behavior

These individuals should have daily contact with the jail medical and/or mental health team. Efforts shall be made to assist in the stabilization of these individuals through clinically indicated regular and frequent contact with mental health clinicians. If clinically appropriate, these individuals should be assessed for and offered treatment services. These treatment services should include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT.

c. Low Clinical Acuity:

- Consistently taking psychotropic medication on their own accord (at least 80% of the time)
- Ability to and willingness to perform activities of daily living
- Placed in the general population or general supervision cell (this may include individuals with cognitive disorders as opposed to severe mental illness)
- Actively engaging in jail based behavioral health or other resources

- Occasional risk behavior (client has a fair understanding of risks - unsafe behaviors of any type less than 20% of the time)

These individuals should have daily contact with the medical and/or mental health services team. Efforts shall be made to assist in the stabilization of these individuals through clinically indicated regular and frequent contact with mental health clinicians. If clinically appropriate, these individuals should be assessed for and offered treatment services. These services include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT. Based on clinical acuity, this population may be better suited for outpatient restoration. Competency enhancement program (CEP) should work with and/or refer these individuals to the Forensic Navigator for potential community transition planning. Contractor shall coordinate services with the assigned Forensic Navigator(s).

2.3 Jail Identified Treatment Level of Care Type. At booking, the Contractor shall identify individuals that are referenced in section 1.2 “Target Population” and provide treatment services while the individual is awaiting a court hearing. These services include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT. These provisional services are an attempt to intervene and stabilize the identified individual before court-ordered competency is raised.

a. Jail Booking Screening and Referral. The Contractor shall ensure that individuals are screened within 48 hours from booking and referred for additional treatment services based upon the results of the screens. The Contractor shall employ evidence-based curricula, addressing the following areas listed below. All tools are subject to approval by the Behavioral Health Administration BHA):

- i. Substance Use Disorders
- ii. Mental Health Disorders
- iii. Suicide Risk

b. Jail Referral Process. When there is a positive screen for either substance use, mental health, or suicidal ideation, the Contractor shall ensure that the individual is referred for further assessment with a mental health clinician. Further assessment details shall be shared with the assigned Forensic Navigator(s), informing the Navigators when individuals are placed on or taken off safety protocols.

2.4 Jail Mental Health Evaluation. The Contractor shall ensure that a mental health evaluation is performed promptly on all individuals that have been identified as the “Target Population” referenced in section 1.2, either through the court-ordered referral process or through the jail identified process. A jail mental health evaluation shall identify treatment needs while the individual is awaiting court proceedings or a CDHS designated inpatient restoration site bed. Mental Health Evaluations shall be shared with the assigned Forensic Navigator(s).

2.5 Transition Plan. The Contractor and assigned Forensic Navigator(s) shall work to ensure that a transition plan is developed with an individual upon transition to a BHA designated inpatient restoration facility. The transition plan and report shall outline the following:

- a. Mental health diagnosis
- b. Level of Care type (if applicable)
- c. Current mental health presentation:
 - Symptoms
 - Medication adherence
 - Behaviors
 - Suicidal/homicidal ideations
- d. Prescribed psychotropic medications
- e. Any identifiable cognitive impairment(s)
- f. Treatment services received in jail
- g. Copy of the initial plan of care

h. Placement within the jail

i. Information related to community transition plans including emergency contacts and any pending community referrals

j. Any known medical conditions

2.6 Discharge Plan. Upon the individual's return from an CDHS designated inpatient restoration site, the Contractor shall save a copy of the individual's discharge plan within the same day that individual returns. Once a copy is received, the Contractor shall ensure follow-up care is provided, according to that plan, within 24 hours upon return, as well as provide continual treatment services until the person is released from jail. The Contractor should make every attempt to continue the individuals on the prescribed course of treatment to include prescribed medications. Medications should not be altered solely based on cost or philosophy. Treatment courses should only be changed if medically or clinically indicated.

2.7 Outpatient Restoration Plan. When the Contractor becomes aware that a client's competency and/or clinical status has improved (due to jail based behavioral health services, sobriety, or medication management), the Contractor shall work in collaboration with the Forensic Navigator to identify community supports and/or existing protective factors that would aid in a community transition/re-entry.

2.8 Information Sharing. The Contractor is expected to provide regular and frequent updates to the assigned Forensic Navigator(s). These updates should include clinical presentation, housing placement within the jail, medication compliance and adherence, assessment and evaluation information, information related to transition planning, medical condition information, disciplinary/conduct information, and attempted interventions to address unmanaged symptoms.

2.9 Critical Incidents. The Contractor shall report any critical incidents to the assigned Forensic Navigator(s) via email or telephone immediately and no more than 24 hours after the event. Critical incidents include but are not limited to: death, suicide attempt, suicide completion, escape, injury to self or others, assault on staff, sexual assault, and significant medical emergency resulting in hospitalization.

2.10 Staff Coverage. The Contractor will ensure that appropriate staff coverage is available (back up clinicians, etc....) in order to cover unplanned absences or leave.

Article 3 Deliverables

3.1 For Deliverables under this section, please see Below - JBBS Program Deliverables

Program	Deliverable	Description	Due Date	Responsible Party	Deliver to
All	Provide annual work plan	See Part 7, Article 1, Section 1.1, Subsection a, above	By EOB April 1, for the following fiscal year	Contractor	cdhs_jbbs@state.co.us
All	BHAH invoice	See Part 1, Article 3, Section 3.2, above	By 20th of following month for previous month's expenses	Contractor	cdhs_bhpayment@state.co.us

All	Report critical incidents	See Part 7, Article 1, Section 1.1, Subsection e, above	Within 24 hours of incident	Contractor	cdhs_bha_ci@state.co.us
All	Provide JBBS annual report	See Part 7, Article 1, Section 1.1, Subsection b, above	By EOB July 31 of the current year	Contractor	cdhs_jbbs@state.co.us
All	Workgroup attendance	See Part 7, Article 1, Section 1.1, Subsection d, above	Quarterly	Contractor	Locations TBD
All	Send BHA copy of proposed subcontract	See Part 7, Article 1, Section 1.1, Subsection f, above	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	See Part 7, Article 1, Section 1.1, Subsection g, above	Ongoing / as needed	BHA	Locations TBD
All	Contract Monitoring Tool	See Part 7, Article 1, Section 1.1, Subsection	Ongoing, by the 20th of each month for all	Contractor	JBBS Program Manager
		h, above	services provided during the previous month		

Mental Health Expansion (SB 18-250)	Data entry specific to SB 18-250	See Part 7, Article 1, Section 1.2, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Competency Enhancement (SB 19-223)	Data entry specific to SB 19-223	See Part 7, Article 1, Section 1.3, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Pre-sentence Reentry Coordinator Services	Data entry specific to pre-sentence Reentry coordinator services	See Part 7, Article 1, Section 1.4, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
JMAT (SB 19-008)	Organizational structure	Part 7, Article 1, Section 1.5, Subsection a, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Policies	Part 7, Article 1, Section 1.5, Subsection b, above	Prior to MAT services being delivered	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Barrier Reports	Part 7, Article 1, Section 1.5,	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us

		Subsection c, above			
JMAT (SB 19-008)	Start-Up Plans	Part 7, Article 1, Section 1.5, Subsection d, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Work Plan and Budget Submission/Approval	Part 7, Article 1, Section 1.5, Subsection e, above	Within five (5) business days of plan submission	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Data Entry Specific to JMAT (SB 19-008)	Part 7, Article 1, Section 1.5, Subsection f, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civcore Database Jail Based Behavioral Health Services

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Addendum

JBBS Competency Enhancement Team Roles & Responsibilities

Case Managers	Post Doc
<ul style="list-style-type: none"> • JBBS Data Entry/CiviCore <ul style="list-style-type: none"> ○ MAT ○ CET • Updated Database <ul style="list-style-type: none"> ○ Locations ○ Releases ○ Additions from Court • Updating T-Drive Folder (local Denver Health database) <ul style="list-style-type: none"> ○ Dr. James collaboration on folder • ATIMS <ul style="list-style-type: none"> ○ Updated flags within system on all patients • Scheduling Evaluations • Setting up Evaluations • Case Management • Formulating Treatment Plans • Communicating plan to stakeholders • Managing plan to transition • Communication of Treatment Planning • Individual check-ins with competency patients • Group Therapy/Legal Knowledge Group <ul style="list-style-type: none"> ○ 4D (Mental Health Stabilization Unit) ○ Women's Transition Unit/HAT Unit • Communicate with FSTs <ul style="list-style-type: none"> ○ Case management, updates, coordination of care with multidisciplinary team • Clinical Meetings* <ul style="list-style-type: none"> ○ High Acuity Meeting ○ Provider Meetings ○ Psych/SW Staff Meeting ○ Routine/Treatment Planning Meeting ○ CET Meetings 	<ul style="list-style-type: none"> • Redcap Data Entry <ul style="list-style-type: none"> ○ Med Adherence on all patients bi-weekly ○ Clinical updates on patients ○ Critical Reports • Clinical updates on patients (high priority focus) <ul style="list-style-type: none"> ○ Chart review, EPIC review, MAR review, review of collateral, patient meeting • Coordination with competency evaluators & courts • Individual Therapy/individual check-ins • Group Therapy <ul style="list-style-type: none"> ○ SMART Recovery (Men's Transition Unit/RTU) <ul style="list-style-type: none"> ▪ Pre-contemplative group ▪ Contemplative group ○ Women's Transition Unit/HAT Unit <ul style="list-style-type: none"> ▪ Life Skills ▪ Seeking Safety • Communication with forensic navigators (FSTs) <ul style="list-style-type: none"> ○ Clinical updates, coordination of care with multidisciplinary team • State Hospital Transfers>Returns <ul style="list-style-type: none"> ○ Communicate to FSTs ○ Communicate with multidisciplinary team/HAT unit • Clinical Meetings* <ul style="list-style-type: none"> ○ High Acuity Meeting ○ Provider Meetings ○ Psych/SW Staff Meeting ○ Routine/Treatment Planning Meeting ○ CET Meetings • CET Clinical Triage Notes <ul style="list-style-type: none"> ○ Complete and provide to CMs for entry for JBBS ○ Docs will enter in Redcap • Assessment/Psychological Testing with Court Ordered Medication patients <ul style="list-style-type: none"> a. Collaboration with Dr. James

*High Acuity Meeting (Tuesdays at 10 AM), Psych/SW Staff Meeting (4th Wednesday monthly at 12:30 PM), Routine/Treatment Planning Meeting (Fridays at 9 AM), Provider Meetings (Thursdays at 2 PM; TBD), CET Meeting (Thursdays at 3 PM)

Job Description



DENVER HEALTH™

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FOR LIFE'S JOURNEY

Therapeutic Case Worker

Job Code: D

FLSA Status: Select one

Job Class: Select one

EEO Code: Select one

Reports To: Title

Department: Department

HR Approval: Select one

Approval Date: [Click here to enter a date.](#)

Summary

Under general supervision, performs culturally competent individual/ group therapy, biopsychosocial assessments, care plan development, case management, and referral work, to jail to community patients. Practices within Colorado OBH and CMS Standards for patients receiving substance use disorder and mental health treatment at Denver Health. Subscribes to an evidence-based practice framework to manage and facilitate clinical processes/ progress for patients. Effectively manages a clinical case load and clinical documentation that spans multiple modalities of care. Goals of clinical practice are to assist patients in their ability to effectively manage their addictive disorder and mental health symptoms to better function and gain stability within the community setting.

Essential Duties and Responsibilities

- Performs triage on new clients to identify condition and problems and determine disposition.
- Interviews clients to obtain client health history and/or complete intake evaluation which may include necessary paperwork.
- Documents accurately. Ensures documentation reflects assessment of counseling plan, interventions and response to treatment. Documents formulated treatment plan at time of admission. Each treatment plan will reflect an identified problem. All updates will be written per established state guidelines.
- Evaluates emotional components, impact of health issues and assists client to identify strengths, dysfunctional factors and to establish detailed and coordinated treatment plans.
- Demonstrates ability to develop effective therapeutic interventions that are socio-culturally sensitive.
- Utilizes knowledge of patient population's cultural, religious, ethnic, and social systems in interactions, care planning and education.
- Utilizes working knowledge of medical terms, abbreviations, diagnosis, treatment and prognosis and demonstrates this knowledge verbally and in writing.
- Attempts to re-engage any client who seeks a premature discharge from the program. This will be done through phone contact and mailings.
- Other duties as assigned.

Minimum Qualifications

Education and Experience

- Master's Degree (Required)
- Graduation from a certified Master's Program in psychology or other related human services degree.
- Typically, three to five years of experience working with mental health and/or substance use disorders.

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Job Description



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- Experience with client assessment and providing individual psychotherapy as well as group therapy and documenting clinical progress throughout the treatment episode.

Knowledge, Skills and Abilities

- Advanced knowledge and skills in effective therapeutic practice in Correctional Care setting.
- Able to provide psycho-diagnostic assessment, intervention and patient education for patients under supervision by a licensed mental health professional.
- Possesses skills needed to participate effectively in a leadership role with the multidisciplinary team and to provide teaching as needed to other members of the medical team.
- Possesses advanced written and oral communication skills.

Computers and Technology

- Knowledge of Microsoft Office Suite

Certificates, Licenses and Registration

- Licensed Professional Counselor Candidate
- MA LPCC eligible for licensure within 2 years. All Certifications and Licenses required for this job must be kept current as a condition of continued employment.

Supervisory Responsibilities

This position has no supervisory responsibilities

Work Environment and Physical Demands

The work environment characteristics and physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Requirements	
<input checked="" type="checkbox"/> Lifting < 10 lbs - Light	<input checked="" type="checkbox"/> Sitting
<input type="checkbox"/> Lifting 10 - 20 lbs - Light-Med	<input checked="" type="checkbox"/> Standing
<input type="checkbox"/> Lifting 21 – 40 lbs - Medium	<input checked="" type="checkbox"/> Bending
<input type="checkbox"/> Lifting 41 – 80 lbs- Med Heavy	<input type="checkbox"/> Kneeling
<input type="checkbox"/> Lifting 81 – 120 lbs - Heavy	<input type="checkbox"/> Squatting
<input type="checkbox"/> Lifting > 120 lbs – Very Heavy	<input checked="" type="checkbox"/> Walking (Distance)
<input checked="" type="checkbox"/> Pushing/Pulling < 20lbs	<input checked="" type="checkbox"/> Climbing (Steps, etc.)
<input type="checkbox"/> Push/Pull 20 – 50 lbs	<input checked="" type="checkbox"/> Reaching (overhead, extensive, repetitive)

Job Description



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<input type="checkbox"/> Other:	<input type="checkbox"/> Other:
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Health, Safety and Environmental

Employees are responsible for the Health, Safety, and Welfare of themselves, the environment and other people. All employees must comply with safety training, instructions and help to maintain a safe & clean working environment.

Employees must report any accidents, incidents, and near misses to management. Additionally, employees are expected to notify management of any dangerous or potentially dangerous situations or practices.

<i>Environmental Requirements</i>	
<input type="checkbox"/> Blood and body fluids <input type="checkbox"/> Biohazards (e.g., bacteria, fungi, viruses) <input type="checkbox"/> Radiation (ionizing, laser, microwave) <input type="checkbox"/> Toxins, cytotoxins, poisonous substances <input type="checkbox"/> Chemicals <input type="checkbox"/> Hazardous materials other than blood & body fluids <input type="checkbox"/> Communicable disease <input type="checkbox"/> Combative situations <input type="checkbox"/> Working Outdoors <input type="checkbox"/> Hot, cold, wet surroundings	<input type="checkbox"/> Dust, fumes, gases, mist, powders <input type="checkbox"/> Loud or unpleasant noises <input type="checkbox"/> Electrical hazards <input type="checkbox"/> Grease and oil <input type="checkbox"/> Vibration <input type="checkbox"/> Heights <input type="checkbox"/> Moving mechanical parts <input type="checkbox"/> Wear protective clothing/equipment <input type="checkbox"/> Use hand or power tools <input type="checkbox"/> Operate vehicles/machinery
Type of protective clothing, equipment, hand or power tools, vehicles and machinery used:	

Additional information can be found on the Denver Health Pulse under ***Environment of Care and Safety***.

Job Description



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The Denver Health Code of Conduct

All employees are expected to represent the values and maintain the standards contained in Denver Health Code of Conduct. The Denver Health Code of Conduct can be found on *PolicyStat*

The Standards of Behavior

To perform the job successfully, an individual should demonstrate the Standards of Behavior: **Trust, Respect and Excellence**. Detailed definitions and performance metrics for each behavior can be found on the Denver Health Pulse.

Changes to this Job Description

The Company may amend this job description in whole or part, at any time, without notice.

I understand and accept the responsibilities outlined in this Job Description.

Employee Name

Employee Signature

Date

Supervisor Name

Supervisor Signature

Date

Job Description

**DENVER HEALTH™**

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FOR LIFE'S JOURNEY

Postdoctoral Psychologist Candidate

Job Code: D**FLSA Status:** Select one**Job Class:** Select one**EEO Code:** Select one**Reports To:** Title**Department:** Department**HR Approval:** Select one**Approval Date:** [Click here to enter a date.](#)

Summary

The psychology postdoctoral fellow provides therapeutic services as a psychologist candidate for licensure under the supervision of a licensed Psychologist and other delegated licensed behavioral health clinicians. The position will be focused on correctional care. Services will include supervised diagnostic assessment and brief evidence-based psychotherapy for psychiatric disorders and psychosocial factors in patients with severe and persistent mental illness, chronic medical conditions, and substance abuse. Also provides case management and case coordination to facilitate referrals to community care as needed. Psychology post-doctoral fellow functions as an integral member of the interdisciplinary team. Post-doctoral fellow is actively involved in quality improvement, data monitoring and in research projects. Participates as a member of the Division of Psychology in teaching for the pre-doctoral internship and provides supervision to psychology trainees as needed.

Essential Duties and Responsibilities

- Provide doctoral level psychotherapeutic and psychoeducational services to those in a correctional care facility.
- Performs triage on new clients to identify condition and problems and determine disposition.
- Interviews clients to obtain client health history and/or complete intake evaluation which may include necessary paperwork.
- Documents accurately. Ensures documentation reflects assessment of counseling plan, interventions and response to treatment. Documents formulated treatment plan at time of admission. Each treatment plan will reflect an identified problem. All updates will be written per established state guidelines.
- Evaluates emotional components, impact of health issues and assists client to identify strengths, dysfunctional factors and to establish detailed and coordinated treatment plans.
- Demonstrates ability to develop effective therapeutic interventions that are socio-culturally sensitive.
- Utilizes knowledge of patient population's cultural, religious, ethnic, and social systems in interactions, care planning and education.
- Utilizes working knowledge of medical terms, abbreviations, diagnosis, treatment and prognosis and demonstrates this knowledge verbally and in writing.
- Attempts to re-engage any client who seeks a premature discharge from the program. This will be done through phone contact and mailings.
- Participate in program development activities to increase engagement and retention in treatment for those with substance use disorders.
- Participate in research initiatives to enhance knowledge of substance use disorders.
- Collaborate with OBHS leadership and substance use disorder teams to improve interdisciplinary patient care services.
- Provide didactic and clinical teaching to psychology interns, practica students, and other trainees as appropriate.

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- Complete appropriate documentation of therapeutic activities in a timely manner.

Job Description



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- Participate effectively in supervision with Psychologist and other delegated supervisors.
- Other duties as assigned.

Minimum Qualifications

Education and Experience

- Doctorate Degree (Required)
- Doctoral degree in psychology required.
- Completion of predoctoral internship and graduation from an APA accredited institution with a doctoral degree in psychology.

Knowledge, Skills and Abilities

- Advanced knowledge and skills in effective psychological practice in Correctional Care setting.
- Able to provide psycho-diagnostic assessment, intervention and patient education for patients under supervision by a licensed clinical psychologist.
- Possesses skills needed to participate effectively in a leadership role with the multidisciplinary team and to provide teaching as needed to other members of the medical team.
- Possesses advanced written and oral communication skills.

Computers and Technology

- Knowledge of Microsoft Office Suite

Certificates, Licenses and Registration

- Psychologist Candidate Permit (Required)
- Graduation from an APA accredited institution with a PhD, PsyD, or EdD.
- Registered with the Colorado Department of Regulatory Agencies (DORA) as a qualified licensure candidate (Psychologist Candidate).

Supervisory Responsibilities

This position has no supervisory responsibilities

Work Environment and Physical Demands

The work environment characteristics and physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Description



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Physical Requirements

- | | |
|--|--|
| <input checked="" type="checkbox"/> Lifting < 10 lbs - Light | <input checked="" type="checkbox"/> Sitting |
| <input type="checkbox"/> Lifting 10 - 20 lbs - Light-Med | <input checked="" type="checkbox"/> Standing |
| <input type="checkbox"/> Lifting 21 – 40 lbs - Medium | <input checked="" type="checkbox"/> Bending |
| <input type="checkbox"/> Lifting 41 – 80 lbs- Med Heavy | <input type="checkbox"/> Kneeling |
| <input type="checkbox"/> Lifting 81 – 120 lbs - Heavy | <input type="checkbox"/> Squatting |
| <input type="checkbox"/> Lifting > 120 lbs – Very Heavy | <input checked="" type="checkbox"/> Walking (Distance) |
| <input checked="" type="checkbox"/> Pushing/Pulling < 20lbs | <input checked="" type="checkbox"/> Climbing (Steps, etc.) |
| <input type="checkbox"/> Push/Pull 20 – 50 lbs | <input checked="" type="checkbox"/> Reaching (overhead, extensive, repetitive) |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Other: |

Health, Safety and Environmental

Employees are responsible for the Health, Safety, and Welfare of themselves, the environment and other people. All employees must comply with safety training, instructions and help to maintain a safe & clean working environment.

Employees must report any accidents, incidents, and near misses to management. Additionally, employees are expected to notify management of any dangerous or potentially dangerous situations or practices.

Environmental Requirements

- | | |
|---|---|
| <input type="checkbox"/> Blood and body fluids | <input type="checkbox"/> Dust, fumes, gases, mist, powders |
| <input type="checkbox"/> Biohazards (e.g., bacteria, fungi, viruses) | <input type="checkbox"/> Loud or unpleasant noises |
| <input type="checkbox"/> Radiation (ionizing, laser, microwave) | <input type="checkbox"/> Electrical hazards |
| <input type="checkbox"/> Toxins, cytotoxins, poisonous substances | <input type="checkbox"/> Grease and oil |
| <input type="checkbox"/> Chemicals | <input type="checkbox"/> Vibration |
| <input type="checkbox"/> Hazardous materials other than blood & body fluids | <input type="checkbox"/> Heights |
| <input type="checkbox"/> Communicable disease | <input type="checkbox"/> Moving mechanical parts |
| <input type="checkbox"/> Combative situations | <input type="checkbox"/> Wear protective clothing/equipment |
| <input type="checkbox"/> Working Outdoors | <input type="checkbox"/> Use hand or power tools |
| <input type="checkbox"/> Hot, cold, wet surroundings | <input type="checkbox"/> Operate vehicles/machinery |

Type of protective clothing, equipment, hand or power tools, vehicles and machinery used:

Additional information can be found on the Denver Health Pulse under **Environment of Care and Safety**.

Job Description



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The Standards of Behavior

To perform the job successfully, an individual should demonstrate the Standards of Behavior: **Trust, Respect and Excellence**. Detailed definitions and performance metrics for each behavior can be found on the Denver Health Pulse.

Changes to this Job Description

The Company may amend this job description in whole or part, at any time, without notice.

I understand and accept the responsibilities outlined in this Job Description.

Employee Name

Employee Signature

Date

Supervisor Name

Supervisor Signature

Date



Job Description

Non-Management (Patient Care)

Job Title: Case Manager – Corrections		Mgt Approval/Date: Kellermeyer 08/20/2012	
Department: Denver Sheriff		HR Approval/Date: GThress 10/19/2012	
Job Code: DZZC3149	FLSA Status: Exempt	Salary Class: S - Salaried	
EEO4 Code: 02-Professional	HR Occ Class: 340 Social Wkrs	Job Class: CPT	
Reports To (Job Title): Director of Correctional Psychiatry		Grade Sch: Exempt	

The following statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified.

JOB SUMMARY: Under general supervision, performs standard level professional work assessing, counseling, monitoring, and providing case management to clients involved in the City and County of Denver's Diversion and/or Criminal Justice Programs.

MINIMUM QUALIFICATIONS:

Education: Baccalaureate Degree in Psychology, Sociology, Human Services, Criminal Justice, or a related field.

Experience: One year of experience in performing case management including completing comprehensive needs assessments and developing/implementing case plans OR one year of experience in case work and counseling in areas such as Diversion, Probation, alcohol and drug abuse, community based treatment case management, or a closely related area. Or a combination of appropriate education and experience may be substituted for the minimum education and experience requirements.

Knowledge, Skills & Abilities: Ability to show understanding, courtesy, tact, empathy, and concern, develops and maintains relationships, may deal with people who are difficult, hostile, and/or distressed, relates well to people from varied backgrounds and situations, and is sensitive to individual differences. Ability to express information to individuals or groups effectively taking into account the audience and nature of the information, makes clear and convincing oral presentations, listens to others, attends to nonverbal cues, and responds appropriately. Ability to identify problems, determines accuracy and relevance information, and uses sound judgment to generate and evaluate alternatives and to make recommendations. Knowledge of interviewing techniques sufficient to be able to elicit information. Knowledge of the theories and practices of counseling and case management such as Stages of Change and Motivational Interviewing sufficient to be able to perform the duties related to the work assignment. Knowledge of evidence of inclusion and principles of client confidentiality. Skill in exercising initiative, judgment, creativity, and decision-making sufficient to be able to solve problems and meet client goals and organizational objectives. Skill in calming and reassuring clients in order to engage them in a therapeutic relationship, the reentry process/services, and in motivating and empowering clients to self-monitor and self-manage. Skill in demonstrating client advocacy practices and maintaining appropriate personal and professional boundaries with clients.

Certificate/License/Registration: None. *All Certifications and Licenses required for this job must be kept current as a condition of continued employment.*

ESSENTIAL DUTIES & RESPONSIBILITIES: List each job duty and responsibility that is essential to performing the job successfully, efficiently and safely.

30% Conducts an assessment interview using various assessment tools to appraise and interpret a client's risk factors and needs such as alcohol/drug use, anger, depression, suicidal ideation, thought disturbance, criminal behavior/delinquency, employment/educational needs, and

relationships with family, friends, or other support systems; evaluates a client's resiliency factors and strengths; and recommends corrective actions, classes, activities, and/or other appropriate services/resources.

- 30%** Develops an individual program plan/contract with a client including attending support/prevention groups and/or cognitive/behavioral classes, counseling, employment preparation, participating in community service activities, and/or referring client to community agencies that meet particular individual needs and establishes goals with time lines for completing specific conditions.
- 15%** Monitors and verifies clients have completed agreed upon goals/activities, meets with clients, family members/guardians, school staff, and/or other services providers to discuss progress, problems, and solutions, and recommends corrective action for clients in non-compliance.
- 10%** Maintains client files and records consistent with departmental policies and local, state, and federal rules and regulations.
- 5%** Serves on committees in order to discuss issues and recommend changes to improve services/facilities for youth/clients and coordinates and attends meetings with community based partners/groups, city personnel, and other governmental agencies for the purpose of youth/client prevention efforts.
- 5%** Prepares and conducts various cognitive/behavioral classes, facilitates groups, and develops the curriculum for individual groups and classes.
- 5%** By position, utilizes methods, techniques, and approaches to the delivery of care that are consistent with the age group, developmental skills, and mental health issues of the client and in conformance with a specific care plan tailored to the unique issues/needs of each client.

- *Promotes positive interpersonal (customer) relationships with fellow employees, physicians, patients and visitors. Treats these individuals with courtesy, dignity, empathy and respect; consistently displays courteous and respectful verbal and non-verbal communications.*
- *Adheres to, complies with and demonstrates support for the mission and values of Denver Health. Supports and adheres to the Denver Health Dozen.*
- *Ensures confidentiality of patient information by creating and maintaining a secure and trusting environment by not sharing information learned on the job, except when necessary in the performance of the job responsibilities or to improve a patient's care.*
- *Has regular and predictable attendance.*

For Patient Care Positions:

- *Ensures all duties, responsibilities and competencies are conducted in a manner that is effective and appropriate to patients/clients to whom care/service is being provided.*
- *Demonstrates knowledge and applicability of the principles of growth and development over the life span, as well as demonstrating the ability to assess data reflecting the patient's status and interpreting appropriate cultural information of the patient(s) to whom care/ services is being delivered/provided.*
- *Employee has completed and met their clinical competency standards.*

NON-ESSENTIAL DUTIES & RESPONSIBILITIES: This section should include any job duties considered marginal or not essential to the purpose of the job. *If 5% or more, provide a list of non-essential duties being performed.*

1% Performs other duties as assigned.

ADMINISTRATIVE RESPONSIBILITIES: Check the item(s) that are administrative responsibilities of this position, if applicable: Not Applicable Instructing Assigning Work Reviewing Work
 Assessing Performance Hiring/Terminating Disciplining

DEGREE OF SUPERVISION RECEIVED: Close General Minimal

PERSONNEL SUPERVISED (Titles and Approximate Numbers): None

INTERNAL/EXTERNAL CONTACTS: *List the most significant interactions that the job has within and outside of Denver Health:* Denver Health Correctional Care Staff; Denver Sheriff Department Staff

POPULATION SPECIFIC STAFF: Yes No
 (Check YES, if this job **requires** interaction with patients, families, and/or visitors. If YES, complete the population specific competencies at the employee's home department.)

ADA CHECKLIST – Select the following requirements that are essential (not marginal) for the incumbent to perform this job successfully, efficiently and safely.

Physical and Mental Requirements: Place the appropriate "Amount of Time" code for each of the following:			
0 = None;	1 = less than 1/3;	2 = 1/3 to 2/3;	and 3 = more than 2/3
PHYSICAL: 3 Lifting < 10 lbs - Light 3 Lifting 10 - 20 lbs - Light-Med 1 Lifting 21 – 40 lbs - Medium 1 Lifting 41 – 80 lbs- Med Heavy 1 Lifting 81 – 120 lbs - Heavy 0 Lifting > 120 lbs – Very Heavy 1 Pushing/Pulling < 20lbs 1 Push/Pull 20 – 50 lbs ___ Other: Describe:	ACTIVITIES: 3 Sitting 1 Standing 1 Bending 1 Kneeling 1 Squatting 2 Walking (Distance) 1 Climbing (Steps, etc.) 1 Reaching (overhead, extensive, repetitive) ___ Other:	MENTAL/SENSORY: 3 Strong Recall 3 Reasoning 3 Problem Solving 3 Hearing 3 Seeing/Sight 3 Talk/Speak Clearly 3 Write legibly 3 Reading 3 Concentration 3 Logical Thinking ___ Other:	EMOTIONAL: 3 Fast pace environment 3 Steady pace 3 Able to handle multiple priorities 3 Frequent & intense customer interactions 3 Able to adapt to frequent change 3 Works under deadlines 3 Process complex info 3 Works as part of a team

Environmental Requirements: Place the appropriate "Amount of Time" code for each of the following:		
0 = None;	1 = less than 1/3;	2 = 1/3 to 2/3; and 3 = more than 2/3
1 Blood and body fluids 1 Biohazards (e.g., bacteria, fungi, viruses) 1 Radiation (ionizing, laser, microwave) 1 Toxins, cytotoxins, poisonous substances 1 Chemicals 1 Hazardous materials other than blood and body fluids 1 Communicable disease 2 Combative situations	0 Working Outdoors 1 Hot, cold, wet surroundings 1 Dust, fumes, gases, mist, powders 1 Loud or unpleasant noises 1 Electrical hazards 1 Grease and oil 1 Vibration 1 Heights 1 Moving mechanical parts 1 Wear protective clothing/equipment 0 Use hand or power tools 0 Operate vehicles/machinery	DAILY ACTIVITIES? 3 Continuous keyboard use >2 hrs or intermittent keyboard use > 4 hrs 1 Performance of same motion/ motion pattern every few seconds greater than 2 hours at a time 0 Vibrating or impact tools/ equipment greater than a total of 2 hrs 0 Forceful hand exertions greater than a total of 2 hours ___ Other:
Type of protective clothing, equipment, hand or power tools, vehicles and machinery used:		

DECISION-MAKING AUTHORITY: <i>Check one statement below that comes closest to describing the decision-making authority required in this position:</i>
<input checked="" type="checkbox"/> Decisions are made within limits of clearly established policies, procedures, or instructions. <input type="checkbox"/> Decisions are made requiring limited interpretation of policies, procedures, or instructions. <input type="checkbox"/> Decisions are made requiring broad interpretation of policies, procedures, or instructions. <input type="checkbox"/> Decisions are made which modify previously held or create new policy interpretations. Decisions are made on issues that initiate new organization wide policy.

The following section needs to be completed 1) for a newly hired or rehired employee and 2) when a current employee moves into a different position due to transfer, promotion or demotion. Signatures indicate that the Supervisor has reviewed the Job Description with the employee. Provide a signed copy of the Job Description to the employee and place the originally signed copy in the Supervisor's Personnel Desk File.

Employee's Name:	Date:
Employee's Signature:	
Supervisor's Name:	Date:
Supervisor's Signature:	

Exhibit B-2

Budget

5062	Whitney Nasse	Psychology Candidate for Licensure	\$50,000	11.00	90.00%	41,250	\$	41,250.00
5565	11.00	person months				Fringe 12,788	\$	12,787.50
# of staff =	1	Clinical Prof/Tech-DHA	Yr 1 Full Sal	51,000	TOTAL Sal/Ben	54,038	\$	54,037.50
5062	Andrew Sears	Therapeutic Case Manager	\$65,500	12.00	100.00%	66,810	\$	66,810.00
5565	12.00	person months				Fringe 18,840	\$	18,840.00
# of staff =	1	Clinical Prof/Tech-DHA	Yr 1 Full Sal	66,810	TOTAL Sal/Ben	85,650	\$	85,650.00
5062	Giovanna Martinez	Case Manager (Corrections)	\$56,100	12.00	100.00%	57,222	\$	57,222.00
5565	12.00	person months				Fringe 16,137	\$	16,137.00
# of staff =	1	Clinical Prof/Tech-DHA	Yr 1 Full Sal	57,222	TOTAL Sal/Ben	73,359	\$	73,359.00
7000	Supplies-Office/Admin					\$3,968	\$	3,968.00
8030	Participant Incentives (non-giftcards)			0	\$0	\$12,000	\$	12,000.00
	Subtotal						\$	229,014.50
	Indirect @ 18%						\$	41,222.61
	Total						\$	270,237.11

Exhibit C-2 Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

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

B. Marketing and Communications

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

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

C. Option Letter

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

the same rates and terms as described in this Contract.

D. Start-up Costs

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

E. Immediate Notification of Closures / Reductions in Force

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

F. Contract Contact Procedure

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

G. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will serve as an amendment to the contract for the timeframe identified and agreed to by BHA and the Contractor.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.

- a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
- b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

H. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
 2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov/>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
 3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to CDHS_BHAdeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>
- I. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating

substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

- J. Cash Reserves: The City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the City.
- K. Governmental Immunity: The Contractor, by execution of this contract containing this indemnification clause, does not waive the operation of any law concerning the parties' ability to indemnify. Denver Health agrees to be responsible for the negligent or wrongful acts or omissions of its officers, employees, and agents arising out of this Agreement. The Parties acknowledge that the DHHA is covered and self-insured under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
 - 1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to BHA at CDHS_BHAdeliverables@state.co.us.
 - 2. Contractor shall ensure that its subcontractors perform to the terms of this Contract.
- B. Any subcontract for services must include, at a minimum, the following:
 - 3. A description of each partner's participation
 - 4. Responsibilities to the program (policy and/or operational)
 - 5. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
- C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to CDHS_BHAdeliverables@state.co.us within 30 days of subcontract execution.
- D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Additional Remedies

- A. Duty to Act in Good Faith

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

B. Corrective Action

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

C. Liquidated Damages.

If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of \$300 a day will be assessed and may be permanently withheld from payments due to the Contractor for each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for "late performance." The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach.

IV. Audit Requirements

A. Independent Audit Requirements

6. "Independent financial audit" shall be defined as follows— a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.
7. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and

Auditing Guidelines” for Colorado Department of Human Services, Behavioral Health Administration (BHA), found on the BHA website.

8. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

B. Annual Single Audit

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

V. Financial Requirements

A. Funding Sources

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, “Budget.”**
2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations

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

C. Payment Terms

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

Contract Control Number: SHERF-202263823-02/Parent SHERF-202056255-02
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-202263823-02/ Parent SHERF-202056255-02
DENVER HEALTH AND HOSPITAL AUTHORITY

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-2- Statement of Work Jail Based Behavioral Health Services

Definitions and Acronyms

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

“Behavioral Health Administration (BHA) designated inpatient restoration facility” means the facilities that are contracted with BHA to provide inpatient restoration services to individuals.

“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.

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

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

“Court-Ordered Competency Evaluation” means a court-ordered examination of an individual before, during, or after trial, directed to developing information relevant to a determination of the individual’s competency to proceed at a particular stage of the criminal proceedings, that is performed by a Competency Evaluator and includes evaluations concerning restoration to Competency.

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

“Forensic Navigator” means social workers working within the CDHS that provide proper care and coordination of pretrial individuals, which involves working with the courts, court liaisons, service providers, and conducting periodic case management evaluations across the 22 judicial districts.

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

“High Risk for Transfer” means an individual who has been ordered to receive inpatient

restorative treatment; for whom an evaluator has determined either that the individual appears to have a mental health disorder and as a result of the mental health disorder, appears to be an imminent danger to others or to himself and/or appears to be gravely disabled.

“LAC”, or Licensed Addiction Counselor, is a behavioral health clinician who can provide cooccurring

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.

“Low Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment services and is assessed to need mental health services but does not need a referral to a Behavioral Health Administration (BHA) designated inpatient facility.

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

“Memorandum of Understanding” 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.

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

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

“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.

PART ONE - GENERAL PROVISIONS

Article 1

General Administration

1.1 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-2**, Miscellaneous Provisions, Section II.

1.2 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 participate in the JBBS Quarterly Meetings and shall oversee the JBBS Program and its operations. The Sheriff's Department is encouraged to account for this administrative position in their budget.

1.3 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 need. 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. 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.

1.4 Subcontractors. The JBBS Program requires a subcontract, or an MOU be in place for any and all subcontractors. See **Exhibit C-2**, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

1.5 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.

1.6 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.

1.7 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 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.

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

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

1.11 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-2**, 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-2**, 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 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_bhpayment@state.co.us by the 20th of the following month.

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

3.4 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.

3.5 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.

3.6 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.

3.7 Other Financial Provisions, including invoicing instructions can be found in **Exhibit C-2**, Miscellaneous Provisions.

Article 4 Advance Payment for Jails with Financial Need

4.1. Purpose. Some county jails are not financially able to support the traditional cost reimbursement structure of this Contract. To increase accessibility to JBBS funding, BHA has established the following advance payment structure for JBBS services, available to jails that demonstrate financial need and agree to the additional financial monitoring provisions included in this section.

4.2 Participation. Contractor's participation in this program will be noted in Exhibit B-2 - Budget. **4.3 Application.**

a. Contractors requesting an advance payment model must submit an application to BHA by February 15th, to cdhs_jbbs@state.co.us. The application must include:

- i. Statement of Financial Need (template provided by BHA), signed by its financial representative.
 - ii. Written plan for compliance with the Advance Payment Fund Controls described in this Article 4; and
 - iii. Projected cost reimbursement budget for the upcoming year on the template provided by BHA.
- b. Contractors that were previously approved for an advance payment model will reapply using the BHA Advance Payment Reapplication template letter, available from BHA Program Managers, due to cdhs_jbbs@state.co.us by February 15 annually.
- c. BHA will notify Contractor of BHA's final decision to grant or deny the request for the advance payment model by March 15.²
- d. Approved Jails will be paid under the advance payment model upon execution of Contractor's contract for the following state fiscal year, provided that the contract is renewed.

4.4 Advance Payment Fund Controls

- a. Contractor shall maintain a separate fund or account for the funds from this Contract, which is not commingled with other accounts or funds.
 - i. Contractor shall describe the type of account, purpose, authorized balance, custodian, and the fund in which the cash is reported within five business days of the opening or designation of this account.
 - ii. No receipts may be deposited to the fund other than approved replenishments and increases to the authorized balance as described above.
- b. Contractor shall submit its balance sheet and ongoing cash report against the advance payment to BHA at cdhs_bhpayment@state.co.us after the initial 2-month payment on July 1 and as a submission for its quarterly reconciliation.
 - ¹ Note: applications for Fiscal Year 2022 may be approved on a different timeline.
 - ² Note: applications for Fiscal Year 2022 may be approved on a different timeline.
- c. Advance Funds are public funds and shall never be used for personal cash advances check cashing services to anyone, including to employees; loans; or unrelated expenditures.

4.5 Payment Procedure.

- a. BHA shall prepare an initial invoice in the amount of two months of contract services in the amount of 2/12ths of the approved budget submitted by Contractor as part of its application and submit to Contractor for signature by June 15 annually.
 - i. BHA will make this initial payment to Contractor by July 7 annually.
- b. Beginning with July's expenses, Contractor shall submit regular cost reimbursement invoices based on actual spending in accordance with the Payment Terms in Exhibit C-2, Section V.C.
- c. The revolving account balance may be adjusted based upon the results of quarterly reconciliations.
- d. Medication Assisted Treatment services described in Part IV Article I will not be paid in advance. MAT services will be paid from the established General Accounting Encumbrance according to the terms of Part IV Article III.

4.6 Reconciliation

- a. Process

i. Jail submits required documentation from the county accounting system, due to cdhs_jbbs@state.co.us by the 20th of the month following the end of the quarter:

1. Revenues and expenses for this program.
 2. Cash reconciliation for this specific cash account, including Deposits and disbursements. Actual bank statements may be an appropriate attachment for confirmation of expenses.
- ii. BHA performs reconciliation to actual expenses as indicated
- iii. Payment adjustments may be made based on the reconciliation.
- iv. Invoiced amounts for the last quarter of the year should be applied against the remaining balance in the cash fund, to prevent the need for repayment of funds to BHA.
- v. Any funds remaining in the cash fund in excess of the actual invoiced amount for the full year must be returned to BHA by September 10th for the prior fiscal year.

b. Schedule

i. In the first month of Quarter 2 (October), reconcile BHA payments from July 1 through September 30 to actual expenses utilizing the Jail's detailed expenditures from July 1 through September 30, while maintaining up to two month's projected expenses for services in the upcoming months.

ii. In the first month of Quarter 3 (January), reconcile BHA payments from October 1 through December 31 to actual expenses utilizing the Jail's detailed expenditures from October 1 through December 31, while maintaining up to two month's projected expenses for services in the upcoming months.

iii. In the first month of Quarter 4 (April), reconcile BHA payments from January 1 through March 30 to actual expenses utilizing the Jail's detailed expenditures from January 1 through March 30, while maintaining up to two month's projected expenses for services in the upcoming months.

iv. A final fiscal year end reconciliation of BHA payments from April 1 - June 30 will occur in July, at which time funds may be payable to the State. A new revolving fund balance for the new fiscal year will be established to meet jail cash flow needs.

Article 5 Renovations

5.1 Renovations Work Plan (SB137 Funding Only)

- a. Contractor may utilize SB137 funding (only) to renovate its facility in order to facilitate JBBS services or to meet the requirements of C.R.S. 17-26 Part 3 regarding the use of restrictive housing in jails.
- b. In that event, Contractor shall draft a project request including a work plan and budget for the expansion or renovation project identifying timelines, necessary zoning, licensing, fire safety, and budgetary execution milestones prior to initiating this work by email to cdhs_jbbs@state.co.us.
- c. Contractor shall coordinate monthly progress calls with OBH JBBS Program staff regarding the project management timeline and any barriers to completing the project on-time.

COMPETENCY ENHANCEMENT (SB 19-223)

Article 1

Purpose & Target Population

1.1 Purpose. In May 2019, the Colorado General Assembly passed Senate Bill 19-223; legislation that mandates the provision of interim mental health services for individuals who

have been court-ordered for inpatient competency restoration and who are waiting for admission to an inpatient bed. To compensate for these specialty services, SB 19-223 allocates funding to the Jail Based Behavioral Health Services (JBBS) program to address gaps in services in the jail for those with mental health disorders that are awaiting restoration services.

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

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

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

Article 2

Activities & Services

2.1 Program Referral. The Contractor shall refer individuals for competency enhancement services through one of the following ways:

- a. When a client has been ordered by the court to be evaluated for competency, found incompetent to proceed (ITP), and/or when inpatient restoration has been ordered.
- b. Upon return from a CDHS designated inpatient restoration site.
- c. Jail identifies the individual to be in crisis at booking or during the jail stay as defined in section 1.2 Target Population of this statement of work.
- d. Priority should be given to individuals who have been found incompetent to proceed and are awaiting admission to the state hospital. Priority should also include individuals who are awaiting a competency evaluation and are highly acute and/or in crisis.

2.2 Court Ordered Treatment Level of Care Type. Taking into consideration the court-ordered competency evaluation, current clinical presentation, any assessment or evaluation, and placement of an individual within the jail, treatment services and contact standards should be based on the following three categories:

- a. High Clinical Acuity:
 - Non-compliant with medication, may require the use of forced medications
 - Meets 27-65 criteria (i.e., threats or attempts at suicide or seriously bodily harm to self; homicidal or violent acts, attempts, or threats towards others; incapable of making informed decisions or providing for own essential needs without supervision placing themselves at risk for substantial bodily harm, aka gravely disabled)
 - Placed in a special management unit due to significant medical or behavioral

health concerns

- Significant behavioral concerns including verbal and physical threats or need for physical restraint or other involuntary control methods
- Unable or unwilling to perform activities of daily living (i.e., catatonic, immobile, consistently not eating/drinking/bathing)
- Significant risk behavior (unsafe behaviors, such as those listed above, of any type more than 50% of the time)
- Client has little or no insight into risks
- Client with significant/severe cognitive or emotional problems that could be barriers to safer behavior
- Client who has no understanding of or control of behavior

These individuals are in need of immediate coordination of transfer to a CDHS designated inpatient restoration site or consideration for an alternative means of crisis intervention. They should have daily contact and access to crisis intervention and stabilization services. The Contractor will work with the FST Program Coordinator to appropriately triage admission or alternative intervention.

b. Moderate Clinical Acuity:

- Increased or decreased behaviors from either low acuity or high acuity units and/or monitoring
- Generally compliant with psychotropic medication and jail based behavioral health or other resources (under some circumstances may be non-compliant with medications, actively experiencing symptoms of a mental health disorder, but not posing a significant or immediate risk of danger to self or others)
- Housing in the general population or transitioning from a special management unit
- In general population with psychotropic medication compliance decreasing to less than 80% of the time
- Temporary medical conditions
- Increased ability or willingness to perform activities of daily living from the previous baseline
- Moderate risk behavior (unsafe behaviors of any type more than 20-50% of the time)
- Client has a poor understanding of risks
- Client has mild/moderate cognitive or emotional problems that could be a barrier to safer behavior

These individuals should have daily contact with the jail medical and/or mental health team. Efforts shall be made to assist in the stabilization of these individuals through clinically indicated regular and frequent contact with mental health clinicians. If clinically appropriate, these individuals should be assessed for and offered treatment services. These treatment services should include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT.

c. Low Clinical Acuity:

- Consistently taking psychotropic medication on their own accord (at least 80% of the time)
- Ability to and willingness to perform activities of daily living
- Placed in the general population or general supervision cell (this may include individuals with cognitive disorders as opposed to severe mental illness)
- Actively engaging in jail based behavioral health or other resources

- Occasional risk behavior (client has a fair understanding of risks - unsafe behaviors of any type less than 20% of the time)

These individuals should have daily contact with the medical and/or mental health services team. Efforts shall be made to assist in the stabilization of these individuals through clinically indicated regular and frequent contact with mental health clinicians. If clinically appropriate, these individuals should be assessed for and offered treatment services. These services include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT. Based on clinical acuity, this population may be better suited for outpatient restoration. Competency enhancement program (CEP) should work with and/or refer these individuals to the Forensic Navigator for potential community transition planning. Contractor shall coordinate services with the assigned Forensic Navigator(s).

2.3 Jail Identified Treatment Level of Care Type. At booking, the Contractor shall identify individuals that are referenced in section 1.2 “Target Population” and provide treatment services while the individual is awaiting a court hearing. These services include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT. These provisional services are an attempt to intervene and stabilize the identified individual before court-ordered competency is raised.

a. Jail Booking Screening and Referral. The Contractor shall ensure that individuals are screened within 48 hours from booking and referred for additional treatment services based upon the results of the screens. The Contractor shall employ evidence-based curricula, addressing the following areas listed below. All tools are subject to approval by the Behavioral Health Administration BHA):

- i. Substance Use Disorders
- ii. Mental Health Disorders
- iii. Suicide Risk

b. Jail Referral Process. When there is a positive screen for either substance use, mental health, or suicidal ideation, the Contractor shall ensure that the individual is referred for further assessment with a mental health clinician. Further assessment details shall be shared with the assigned Forensic Navigator(s), informing the Navigators when individuals are placed on or taken off safety protocols.

2.4 Jail Mental Health Evaluation. The Contractor shall ensure that a mental health evaluation is performed promptly on all individuals that have been identified as the “Target Population” referenced in section 1.2, either through the court-ordered referral process or through the jail identified process. A jail mental health evaluation shall identify treatment needs while the individual is awaiting court proceedings or a CDHS designated inpatient restoration site bed. Mental Health Evaluations shall be shared with the assigned Forensic Navigator(s).

2.5 Transition Plan. The Contractor and assigned Forensic Navigator(s) shall work to ensure that a transition plan is developed with an individual upon transition to a BHA designated inpatient restoration facility. The transition plan and report shall outline the following:

- a. Mental health diagnosis
- b. Level of Care type (if applicable)
- c. Current mental health presentation:
 - Symptoms
 - Medication adherence
 - Behaviors
 - Suicidal/homicidal ideations
- d. Prescribed psychotropic medications
- e. Any identifiable cognitive impairment(s)
- f. Treatment services received in jail
- g. Copy of the initial plan of care

h. Placement within the jail

i. Information related to community transition plans including emergency contacts and any pending community referrals

j. Any known medical conditions

2.6 Discharge Plan. Upon the individual's return from an CDHS designated inpatient restoration site, the Contractor shall save a copy of the individual's discharge plan within the same day that individual returns. Once a copy is received, the Contractor shall ensure follow-up care is provided, according to that plan, within 24 hours upon return, as well as provide continual treatment services until the person is released from jail. The Contractor should make every attempt to continue the individuals on the prescribed course of treatment to include prescribed medications. Medications should not be altered solely based on cost or philosophy. Treatment courses should only be changed if medically or clinically indicated.

2.7 Outpatient Restoration Plan. When the Contractor becomes aware that a client's competency and/or clinical status has improved (due to jail based behavioral health services, sobriety, or medication management), the Contractor shall work in collaboration with the Forensic Navigator to identify community supports and/or existing protective factors that would aid in a community transition/re-entry.

2.8 Information Sharing. The Contractor is expected to provide regular and frequent updates to the assigned Forensic Navigator(s). These updates should include clinical presentation, housing placement within the jail, medication compliance and adherence, assessment and evaluation information, information related to transition planning, medical condition information, disciplinary/conduct information, and attempted interventions to address unmanaged symptoms.

2.9 Critical Incidents. The Contractor shall report any critical incidents to the assigned Forensic Navigator(s) via email or telephone immediately and no more than 24 hours after the event. Critical incidents include but are not limited to: death, suicide attempt, suicide completion, escape, injury to self or others, assault on staff, sexual assault, and significant medical emergency resulting in hospitalization.

2.10 Staff Coverage. The Contractor will ensure that appropriate staff coverage is available (back up clinicians, etc....) in order to cover unplanned absences or leave.

Article 3 Deliverables

3.1 For Deliverables under this section, please see Below - JBBS Program Deliverables

Program	Deliverable	Description	Due Date	Responsible Party	Deliver to
All	Provide annual work plan	See Part 7, Article 1, Section 1.1, Subsection a, above	By EOB April 1, for the following fiscal year	Contractor	cdhs_jbbs@state.co.us
All	BHAH invoice	See Part 1, Article 3, Section 3.2, above	By 20th of following month for previous month's expenses	Contractor	cdhs_bhpayment@state.co.us

All	Report critical incidents	See Part 7, Article 1, Section 1.1, Subsection e, above	Within 24 hours of incident	Contractor	cdhs_bha_ci@state.co.us
All	Provide JBBS annual report	See Part 7, Article 1, Section 1.1, Subsection b, above	By EOB July 31 of the current year	Contractor	cdhs_jbbs@state.co.us
All	Workgroup attendance	See Part 7, Article 1, Section 1.1, Subsection d, above	Quarterly	Contractor	Locations TBD
All	Send BHA copy of proposed subcontract	See Part 7, Article 1, Section 1.1, Subsection f, above	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	See Part 7, Article 1, Section 1.1, Subsection g, above	Ongoing / as needed	BHA	Locations TBD
All	Contract Monitoring Tool	See Part 7, Article 1, Section 1.1, Subsection	Ongoing, by the 20th of each month for all	Contractor	JBBS Program Manager
		h, above	services provided during the previous month		

Mental Health Expansion (SB 18-250)	Data entry specific to SB 18-250	See Part 7, Article 1, Section 1.2, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Competency Enhancement (SB 19-223)	Data entry specific to SB 19-223	See Part 7, Article 1, Section 1.3, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Pre-sentence Reentry Coordinator Services	Data entry specific to pre-sentence Reentry coordinator services	See Part 7, Article 1, Section 1.4, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
JMAT (SB 19-008)	Organizational structure	Part 7, Article 1, Section 1.5, Subsection a, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Policies	Part 7, Article 1, Section 1.5, Subsection b, above	Prior to MAT services being delivered	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Barrier Reports	Part 7, Article 1, Section 1.5,	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us

		Subsection c, above			
JMAT (SB 19-008)	Start-Up Plans	Part 7, Article 1, Section 1.5, Subsection d, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Work Plan and Budget Submission/Approval	Part 7, Article 1, Section 1.5, Subsection e, above	Within five (5) business days of plan submission	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Data Entry Specific to JMAT (SB 19-008)	Part 7, Article 1, Section 1.5, Subsection f, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services

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Addendum

JBBS Competency Enhancement Team Roles & Responsibilities

Case Managers	Post Doc
<ul style="list-style-type: none"> • JBBS Data Entry/CiviCore <ul style="list-style-type: none"> ○ MAT ○ CET • Updated Database <ul style="list-style-type: none"> ○ Locations ○ Releases ○ Additions from Court • Updating T-Drive Folder (local Denver Health database) <ul style="list-style-type: none"> ○ Dr. James collaboration on folder • ATIMS <ul style="list-style-type: none"> ○ Updated flags within system on all patients • Scheduling Evaluations • Setting up Evaluations • Case Management • Formulating Treatment Plans • Communicating plan to stakeholders • Managing plan to transition • Communication of Treatment Planning • Individual check-ins with competency patients • Group Therapy/Legal Knowledge Group <ul style="list-style-type: none"> ○ 4D (Mental Health Stabilization Unit) ○ Women's Transition Unit/HAT Unit • Communicate with FSTs <ul style="list-style-type: none"> ○ Case management, updates, coordination of care with multidisciplinary team • Clinical Meetings* <ul style="list-style-type: none"> ○ High Acuity Meeting ○ Provider Meetings ○ Psych/SW Staff Meeting ○ Routine/Treatment Planning Meeting ○ CET Meetings 	<ul style="list-style-type: none"> • Redcap Data Entry <ul style="list-style-type: none"> ○ Med Adherence on all patients bi-weekly ○ Clinical updates on patients ○ Critical Reports • Clinical updates on patients (high priority focus) <ul style="list-style-type: none"> ○ Chart review, EPIC review, MAR review, review of collateral, patient meeting • Coordination with competency evaluators & courts • Individual Therapy/individual check-ins • Group Therapy <ul style="list-style-type: none"> ○ SMART Recovery (Men's Transition Unit/RTU) <ul style="list-style-type: none"> ▪ Pre-contemplative group ▪ Contemplative group ○ Women's Transition Unit/HAT Unit <ul style="list-style-type: none"> ▪ Life Skills ▪ Seeking Safety • Communication with forensic navigators (FSTs) <ul style="list-style-type: none"> ○ Clinical updates, coordination of care with multidisciplinary team • State Hospital Transfers/Returns <ul style="list-style-type: none"> ○ Communicate to FSTs ○ Communicate with multidisciplinary team/HAT unit • Clinical Meetings* <ul style="list-style-type: none"> ○ High Acuity Meeting ○ Provider Meetings ○ Psych/SW Staff Meeting ○ Routine/Treatment Planning Meeting ○ CET Meetings • CET Clinical Triage Notes <ul style="list-style-type: none"> ○ Complete and provide to CMs for entry for JBBS ○ Docs will enter in Redcap • Assessment/Psychological Testing with Court Ordered Medication patients <ul style="list-style-type: none"> a. Collaboration with Dr. James

*High Acuity Meeting (Tuesdays at 10 AM), Psych/SW Staff Meeting (4th Wednesday monthly at 12:30 PM), Routine/Treatment Planning Meeting (Fridays at 9 AM), Provider Meetings (Thursdays at 2 PM; TBD), CET Meeting (Thursdays at 3 PM)

Job Description



DENVER HEALTH™

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FOR LIFE'S JOURNEY

Therapeutic Case Worker

Job Code: D

FLSA Status: Select one

Job Class: Select one

EEO Code: Select one

Reports To: Title

Department: Department

HR Approval: Select one

Approval Date: [Click here to enter a date.](#)

Summary

Under general supervision, performs culturally competent individual/ group therapy, biopsychosocial assessments, care plan development, case management, and referral work, to jail to community patients. Practices within Colorado OBH and CMS Standards for patients receiving substance use disorder and mental health treatment at Denver Health. Subscribes to an evidence-based practice framework to manage and facilitate clinical processes/ progress for patients. Effectively manages a clinical case load and clinical documentation that spans multiple modalities of care. Goals of clinical practice are to assist patients in their ability to effectively manage their addictive disorder and mental health symptoms to better function and gain stability within the community setting.

Essential Duties and Responsibilities

- Performs triage on new clients to identify condition and problems and determine disposition.
- Interviews clients to obtain client health history and/or complete intake evaluation which may include necessary paperwork.
- Documents accurately. Ensures documentation reflects assessment of counseling plan, interventions and response to treatment. Documents formulated treatment plan at time of admission. Each treatment plan will reflect an identified problem. All updates will be written per established state guidelines.
- Evaluates emotional components, impact of health issues and assists client to identify strengths, dysfunctional factors and to establish detailed and coordinated treatment plans.
- Demonstrates ability to develop effective therapeutic interventions that are socio-culturally sensitive.
- Utilizes knowledge of patient population's cultural, religious, ethnic, and social systems in interactions, care planning and education.
- Utilizes working knowledge of medical terms, abbreviations, diagnosis, treatment and prognosis and demonstrates this knowledge verbally and in writing.
- Attempts to re-engage any client who seeks a premature discharge from the program. This will be done through phone contact and mailings.
- Other duties as assigned.

Minimum Qualifications

Education and Experience

- Master's Degree (Required)
- Graduation from a certified Master's Program in psychology or other related human services degree.
- Typically, three to five years of experience working with mental health and/or substance use disorders.

Job Description



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FOR LIFE'S JOURNEY

- Experience with client assessment and providing individual psychotherapy as well as group therapy and documenting clinical progress throughout the treatment episode.

Knowledge, Skills and Abilities

- Advanced knowledge and skills in effective therapeutic practice in Correctional Care setting.
- Able to provide psycho-diagnostic assessment, intervention and patient education for patients under supervision by a licensed mental health professional.
- Possesses skills needed to participate effectively in a leadership role with the multidisciplinary team and to provide teaching as needed to other members of the medical team.
- Possesses advanced written and oral communication skills.

Computers and Technology

- Knowledge of Microsoft Office Suite

Certificates, Licenses and Registration

- Licensed Professional Counselor Candidate
- MA LPCC eligible for licensure within 2 years. All Certifications and Licenses required for this job must be kept current as a condition of continued employment.

Supervisory Responsibilities

This position has no supervisory responsibilities

Work Environment and Physical Demands

The work environment characteristics and physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Requirements	
<input checked="" type="checkbox"/> Lifting < 10 lbs - Light	<input checked="" type="checkbox"/> Sitting
<input type="checkbox"/> Lifting 10 - 20 lbs - Light-Med	<input checked="" type="checkbox"/> Standing
<input type="checkbox"/> Lifting 21 – 40 lbs - Medium	<input checked="" type="checkbox"/> Bending
<input type="checkbox"/> Lifting 41 – 80 lbs- Med Heavy	<input type="checkbox"/> Kneeling
<input type="checkbox"/> Lifting 81 – 120 lbs - Heavy	<input type="checkbox"/> Squatting
<input type="checkbox"/> Lifting > 120 lbs – Very Heavy	<input checked="" type="checkbox"/> Walking (Distance)
<input checked="" type="checkbox"/> Pushing/Pulling < 20lbs	<input checked="" type="checkbox"/> Climbing (Steps, etc.)
<input type="checkbox"/> Push/Pull 20 – 50 lbs	<input checked="" type="checkbox"/> Reaching (overhead, extensive, repetitive)

Job Description



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Other:

Other:

Health, Safety and Environmental

Employees are responsible for the Health, Safety, and Welfare of themselves, the environment and other people. All employees must comply with safety training, instructions and help to maintain a safe & clean working environment.

Employees must report any accidents, incidents, and near misses to management. Additionally, employees are expected to notify management of any dangerous or potentially dangerous situations or practices.

Environmental Requirements	
<input type="checkbox"/> Blood and body fluids	<input type="checkbox"/> Dust, fumes, gases, mist, powders
<input type="checkbox"/> Biohazards (e.g., bacteria, fungi, viruses)	<input type="checkbox"/> Loud or unpleasant noises
<input type="checkbox"/> Radiation (ionizing, laser, microwave)	<input type="checkbox"/> Electrical hazards
<input type="checkbox"/> Toxins, cytotoxins, poisonous substances	<input type="checkbox"/> Grease and oil
<input type="checkbox"/> Chemicals	<input type="checkbox"/> Vibration
<input type="checkbox"/> Hazardous materials other than blood & body fluids	<input type="checkbox"/> Heights
<input type="checkbox"/> Communicable disease	<input type="checkbox"/> Moving mechanical parts
<input type="checkbox"/> Combative situations	<input type="checkbox"/> Wear protective clothing/equipment
<input type="checkbox"/> Working Outdoors	<input type="checkbox"/> Use hand or power tools
<input type="checkbox"/> Hot, cold, wet surroundings	<input type="checkbox"/> Operate vehicles/machinery
Type of protective clothing, equipment, hand or power tools, vehicles and machinery used:	

Additional information can be found on the Denver Health Pulse under **Environment of Care and Safety**.

Job Description



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The Denver Health Code of Conduct

All employees are expected to represent the values and maintain the standards contained in Denver Health Code of Conduct. The Denver Health Code of Conduct can be found on *PolicyStat*

The Standards of Behavior

To perform the job successfully, an individual should demonstrate the Standards of Behavior: **Trust, Respect and Excellence**. Detailed definitions and performance metrics for each behavior can be found on the Denver Health Pulse.

Changes to this Job Description

The Company may amend this job description in whole or part, at any time, without notice.

I understand and accept the responsibilities outlined in this Job Description.

Employee Name

Employee Signature

Date

Supervisor Name

Supervisor Signature

Date

Job Description



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Postdoctoral Psychologist Candidate

Job Code: D

FLSA Status: Select one

Job Class: Select one

EEO Code: Select one

Reports To: Title

Department: Department

HR Approval: Select one

Approval Date: [Click here to enter a date.](#)

Summary

The psychology postdoctoral fellow provides therapeutic services as a psychologist candidate for licensure under the supervision of a licensed Psychologist and other delegated licensed behavioral health clinicians. The position will be focused on correctional care. Services will include supervised diagnostic assessment and brief evidence-based psychotherapy for psychiatric disorders and psychosocial factors in patients with severe and persistent mental illness, chronic medical conditions, and substance abuse. Also provides case management and case coordination to facilitate referrals to community care as needed. Psychology post-doctoral fellow functions as an integral member of the interdisciplinary team. Post-doctoral fellow is actively involved in quality improvement, data monitoring and in research projects. Participates as a member of the Division of Psychology in teaching for the pre-doctoral internship and provides supervision to psychology trainees as needed.

Essential Duties and Responsibilities

- Provide doctoral level psychotherapeutic and psychoeducational services to those in a correctional care facility.
- Performs triage on new clients to identify condition and problems and determine disposition.
- Interviews clients to obtain client health history and/or complete intake evaluation which may include necessary paperwork.
- Documents accurately. Ensures documentation reflects assessment of counseling plan, interventions and response to treatment. Documents formulated treatment plan at time of admission. Each treatment plan will reflect an identified problem. All updates will be written per established state guidelines.
- Evaluates emotional components, impact of health issues and assists client to identify strengths, dysfunctional factors and to establish detailed and coordinated treatment plans.
- Demonstrates ability to develop effective therapeutic interventions that are socio-culturally sensitive.
- Utilizes knowledge of patient population's cultural, religious, ethnic, and social systems in interactions, care planning and education.
- Utilizes working knowledge of medical terms, abbreviations, diagnosis, treatment and prognosis and demonstrates this knowledge verbally and in writing.
- Attempts to re-engage any client who seeks a premature discharge from the program. This will be done through phone contact and mailings.
- Participate in program development activities to increase engagement and retention in treatment for those with substance use disorders.
- Participate in research initiatives to enhance knowledge of substance use disorders.
- Collaborate with OBHS leadership and substance use disorder teams to improve interdisciplinary patient care services.
- Provide didactic and clinical teaching to psychology interns, practica students, and other trainees as appropriate.
- Complete appropriate documentation of therapeutic activities in a timely manner.

Job Description



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- Participate effectively in supervision with Psychologist and other delegated supervisors.
- Other duties as assigned.

Minimum Qualifications

Education and Experience

- Doctorate Degree (Required)
- Doctoral degree in psychology required.
- Completion of predoctoral internship and graduation from an APA accredited institution with a doctoral degree in psychology.

Knowledge, Skills and Abilities

- Advanced knowledge and skills in effective psychological practice in Correctional Care setting.
- Able to provide psycho-diagnostic assessment, intervention and patient education for patients under supervision by a licensed clinical psychologist.
- Possesses skills needed to participate effectively in a leadership role with the multidisciplinary team and to provide teaching as needed to other members of the medical team.
- Possesses advanced written and oral communication skills.

Computers and Technology

- Knowledge of Microsoft Office Suite

Certificates, Licenses and Registration

- Psychologist Candidate Permit (Required)
- Graduation from an APA accredited institution with a PhD, PsyD, or EdD.
- Registered with the Colorado Department of Regulatory Agencies (DORA) as a qualified licensure candidate (Psychologist Candidate).

Supervisory Responsibilities

This position has no supervisory responsibilities

Work Environment and Physical Demands

The work environment characteristics and physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Description



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Physical Requirements

- | | |
|--|--|
| <input checked="" type="checkbox"/> Lifting < 10 lbs - Light | <input checked="" type="checkbox"/> Sitting |
| <input type="checkbox"/> Lifting 10 - 20 lbs - Light-Med | <input checked="" type="checkbox"/> Standing |
| <input type="checkbox"/> Lifting 21 – 40 lbs - Medium | <input checked="" type="checkbox"/> Bending |
| <input type="checkbox"/> Lifting 41 – 80 lbs- Med Heavy | <input type="checkbox"/> Kneeling |
| <input type="checkbox"/> Lifting 81 – 120 lbs - Heavy | <input type="checkbox"/> Squatting |
| <input type="checkbox"/> Lifting > 120 lbs – Very Heavy | <input checked="" type="checkbox"/> Walking (Distance) |
| <input checked="" type="checkbox"/> Pushing/Pulling < 20lbs | <input checked="" type="checkbox"/> Climbing (Steps, etc.) |
| <input type="checkbox"/> Push/Pull 20 – 50 lbs | <input checked="" type="checkbox"/> Reaching (overhead, extensive, repetitive) |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Other: |

Health, Safety and Environmental

Employees are responsible for the Health, Safety, and Welfare of themselves, the environment and other people. All employees must comply with safety training, instructions and help to maintain a safe & clean working environment.

Employees must report any accidents, incidents, and near misses to management. Additionally, employees are expected to notify management of any dangerous or potentially dangerous situations or practices.

Environmental Requirements

- | | |
|---|---|
| <input type="checkbox"/> Blood and body fluids | <input type="checkbox"/> Dust, fumes, gases, mist, powders |
| <input type="checkbox"/> Biohazards (e.g., bacteria, fungi, viruses) | <input type="checkbox"/> Loud or unpleasant noises |
| <input type="checkbox"/> Radiation (ionizing, laser, microwave) | <input type="checkbox"/> Electrical hazards |
| <input type="checkbox"/> Toxins, cytotoxins, poisonous substances | <input type="checkbox"/> Grease and oil |
| <input type="checkbox"/> Chemicals | <input type="checkbox"/> Vibration |
| <input type="checkbox"/> Hazardous materials other than blood & body fluids | <input type="checkbox"/> Heights |
| <input type="checkbox"/> Communicable disease | <input type="checkbox"/> Moving mechanical parts |
| <input type="checkbox"/> Combative situations | <input type="checkbox"/> Wear protective clothing/equipment |
| <input type="checkbox"/> Working Outdoors | <input type="checkbox"/> Use hand or power tools |
| <input type="checkbox"/> Hot, cold, wet surroundings | <input type="checkbox"/> Operate vehicles/machinery |

Type of protective clothing, equipment, hand or power tools, vehicles and machinery used:

Additional information can be found on the Denver Health Pulse under **Environment of Care and Safety**.

Job Description



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Changes to this Job Description

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I understand and accept the responsibilities outlined in this Job Description.

Employee Name

Employee Signature

Date

Supervisor Name

Supervisor Signature

Date



Job Description

Non-Management (Patient Care)

Job Title: Case Manager – Corrections		Mgt Approval/Date: Kellermeyer 08/20/2012	
Department: Denver Sheriff		HR Approval/Date: GThress 10/19/2012	
Job Code: DZZC3149	FLSA Status: Exempt	Salary Class: S - Salaried	
EEO4 Code: 02-Professional	HR Occ Class: 340 Social Wkrs	Job Class: CPT	
Reports To (Job Title): Director of Correctional Psychiatry		Grade Sch: Exempt	

The following statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified.

JOB SUMMARY: Under general supervision, performs standard level professional work assessing, counseling, monitoring, and providing case management to clients involved in the City and County of Denver's Diversion and/or Criminal Justice Programs.

MINIMUM QUALIFICATIONS:

Education: Baccalaureate Degree in Psychology, Sociology, Human Services, Criminal Justice, or a related field.

Experience: One year of experience in performing case management including completing comprehensive needs assessments and developing/implementing case plans OR one year of experience in case work and counseling in areas such as Diversion, Probation, alcohol and drug abuse, community based treatment case management, or a closely related area. Or a combination of appropriate education and experience may be substituted for the minimum education and experience requirements.

Knowledge, Skills & Abilities: Ability to show understanding, courtesy, tact, empathy, and concern, develops and maintains relationships, may deal with people who are difficult, hostile, and/or distressed, relates well to people from varied backgrounds and situations, and is sensitive to individual differences. Ability to express information to individuals or groups effectively taking into account the audience and nature of the information, makes clear and convincing oral presentations, listens to others, attends to nonverbal cues, and responds appropriately. Ability to identify problems, determines accuracy and relevance information, and uses sound judgment to generate and evaluate alternatives and to make recommendations. Knowledge of interviewing techniques sufficient to be able to elicit information. Knowledge of the theories and practices of counseling and case management such as Stages of Change and Motivational Interviewing sufficient to be able to perform the duties related to the work assignment. Knowledge of evidence of inclusion and principles of client confidentiality. Skill in exercising initiative, judgment, creativity, and decision-making sufficient to be able to solve problems and meet client goals and organizational objectives. Skill in calming and reassuring clients in order to engage them in a therapeutic relationship, the reentry process/services, and in motivating and empowering clients to self-monitor and self-manage. Skill in demonstrating client advocacy practices and maintaining appropriate personal and professional boundaries with clients.

Certificate/License/Registration: None. All Certifications and Licenses required for this job must be kept current as a condition of continued employment.

ESSENTIAL DUTIES & RESPONSIBILITIES: List each job duty and responsibility that is essential to performing the job successfully, efficiently and safely.

30% Conducts an assessment interview using various assessment tools to appraise and interpret a client's risk factors and needs such as alcohol/drug use, anger, depression, suicidal ideation, thought disturbance, criminal behavior/delinquency, employment/educational needs, and

relationships with family, friends, or other support systems; evaluates a client's resiliency factors and strengths; and recommends corrective actions, classes, activities, and/or other appropriate services/resources.

- 30%** Develops an individual program plan/contract with a client including attending support/prevention groups and/or cognitive/behavioral classes, counseling, employment preparation, participating in community service activities, and/or referring client to community agencies that meet particular individual needs and establishes goals with time lines for completing specific conditions.
- 15%** Monitors and verifies clients have completed agreed upon goals/activities, meets with clients, family members/guardians, school staff, and/or other services providers to discuss progress, problems, and solutions, and recommends corrective action for clients in non-compliance.
- 10%** Maintains client files and records consistent with departmental policies and local, state, and federal rules and regulations.
- 5%** Serves on committees in order to discuss issues and recommend changes to improve services/facilities for youth/clients and coordinates and attends meetings with community based partners/groups, city personnel, and other governmental agencies for the purpose of youth/client prevention efforts.
- 5%** Prepares and conducts various cognitive/behavioral classes, facilitates groups, and develops the curriculum for individual groups and classes.
- 5%** By position, utilizes methods, techniques, and approaches to the delivery of care that are consistent with the age group, developmental skills, and mental health issues of the client and in conformance with a specific care plan tailored to the unique issues/needs of each client.

- *Promotes positive interpersonal (customer) relationships with fellow employees, physicians, patients and visitors. Treats these individuals with courtesy, dignity, empathy and respect; consistently displays courteous and respectful verbal and non-verbal communications.*
- *Adheres to, complies with and demonstrates support for the mission and values of Denver Health. Supports and adheres to the Denver Health Dozen.*
- *Ensures confidentiality of patient information by creating and maintaining a secure and trusting environment by not sharing information learned on the job, except when necessary in the performance of the job responsibilities or to improve a patient's care.*
- *Has regular and predictable attendance.*

For Patient Care Positions:

- *Ensures all duties, responsibilities and competencies are conducted in a manner that is effective and appropriate to patients/clients to whom care/service is being provided.*
- *Demonstrates knowledge and applicability of the principles of growth and development over the life span, as well as demonstrating the ability to assess data reflecting the patient's status and interpreting appropriate cultural information of the patient(s) to whom care/ services is being delivered/provided.*
- *Employee has completed and met their clinical competency standards.*

NON-ESSENTIAL DUTIES & RESPONSIBILITIES: This section should include any job duties considered marginal or not essential to the purpose of the job. *If 5% or more, provide a list of non-essential duties being performed.*

1% Performs other duties as assigned.

ADMINISTRATIVE RESPONSIBILITIES: Check the item(s) that are administrative responsibilities of this position, if applicable: Not Applicable Instructing Assigning Work Reviewing Work
 Assessing Performance Hiring/Terminating Disciplining

DEGREE OF SUPERVISION RECEIVED: Close General Minimal

PERSONNEL SUPERVISED (Titles and Approximate Numbers): None

INTERNAL/EXTERNAL CONTACTS: *List the most significant interactions that the job has within and outside of Denver Health:* Denver Health Correctional Care Staff; Denver Sheriff Department Staff

POPULATION SPECIFIC STAFF: Yes No
 (Check YES, if this job **requires** interaction with patients, families, and/or visitors. If YES, complete the population specific competencies at the employee's home department.)

ADA CHECKLIST – Select the following requirements that are essential (not marginal) for the incumbent to perform this job successfully, efficiently and safely.

Physical and Mental Requirements: Place the appropriate "Amount of Time" code for each of the following:			
0 = None;	1 = less than 1/3;	2 = 1/3 to 2/3;	and 3 = more than 2/3
PHYSICAL: 3 Lifting < 10 lbs - Light 3 Lifting 10 - 20 lbs - Light-Med 1 Lifting 21 – 40 lbs - Medium 1 Lifting 41 – 80 lbs- Med Heavy 1 Lifting 81 – 120 lbs - Heavy 0 Lifting > 120 lbs – Very Heavy 1 Pushing/Pulling < 20lbs 1 Push/Pull 20 – 50 lbs ___ Other: Describe:	ACTIVITIES: 3 Sitting 1 Standing 1 Bending 1 Kneeling 1 Squatting 2 Walking (Distance) 1 Climbing (Steps, etc.) 1 Reaching (overhead, extensive, repetitive) ___ Other:	MENTAL/SENSORY: 3 Strong Recall 3 Reasoning 3 Problem Solving 3 Hearing 3 Seeing/Sight 3 Talk/Speak Clearly 3 Write legibly 3 Reading 3 Concentration 3 Logical Thinking ___ Other:	EMOTIONAL: 3 Fast pace environment 3 Steady pace 3 Able to handle multiple priorities 3 Frequent & intense customer interactions 3 Able to adapt to frequent change 3 Works under deadlines 3 Process complex info 3 Works as part of a team

Environmental Requirements: Place the appropriate "Amount of Time" code for each of the following:		
0 = None;	1 = less than 1/3;	2 = 1/3 to 2/3; and 3 = more than 2/3
1 Blood and body fluids 1 Biohazards (e.g., bacteria, fungi, viruses) 1 Radiation (ionizing, laser, microwave) 1 Toxins, cytotoxins, poisonous substances 1 Chemicals 1 Hazardous materials other than blood and body fluids 1 Communicable disease 2 Combative situations	0 Working Outdoors 1 Hot, cold, wet surroundings 1 Dust, fumes, gases, mist, powders 1 Loud or unpleasant noises 1 Electrical hazards 1 Grease and oil 1 Vibration 1 Heights 1 Moving mechanical parts 1 Wear protective clothing/equipment 0 Use hand or power tools 0 Operate vehicles/machinery	DAILY ACTIVITIES? 3 Continuous keyboard use >2 hrs or intermittent keyboard use > 4 hrs 1 Performance of same motion/motion pattern every few seconds greater than 2 hours at a time 0 Vibrating or impact tools/ equipment greater than a total of 2 hrs 0 Forceful hand exertions greater than a total of 2 hours ___ Other:
Type of protective clothing, equipment, hand or power tools, vehicles and machinery used:		

DECISION-MAKING AUTHORITY: <i>Check one statement below that comes closest to describing the decision-making authority required in this position:</i>
<input type="checkbox"/> Decisions are made within limits of clearly established policies, procedures, or instructions. <input checked="" type="checkbox"/> Decisions are made requiring limited interpretation of policies, procedures, or instructions. <input type="checkbox"/> Decisions are made requiring broad interpretation of policies, procedures, or instructions. <input type="checkbox"/> Decisions are made which modify previously held or create new policy interpretations. <input type="checkbox"/> Decisions are made on issues that initiate new organization wide policy.

The following section needs to be completed 1) for a newly hired or rehired employee and 2) when a current employee moves into a different position due to transfer, promotion or demotion. Signatures indicate that the Supervisor has reviewed the Job Description with the employee. Provide a signed copy of the Job Description to the employee and place the originally signed copy in the Supervisor's Personnel Desk File.

Employee's Name:	Date:
Employee's Signature:	
Supervisor's Name:	Date:
Supervisor's Signature:	

Exhibit B-2

Budget

5062	Whitney Nasse	Psychology Candidate for Licensure	\$50,000	11.00	90.00%	41,250	\$	41,250.00
5565	11.00	person months			Fringe	12,788	\$	12,787.50
# of staff =	1	Clinical Prof/Tech-DHA	Yr 1 Full Sal	51,000	TOTAL Sal/Ben	54,038	\$	54,037.50
5062	Andrew Sears	Therapeutic Case Manager	\$65,500	12.00	100.00%	66,810	\$	66,810.00
5565	12.00	person months			Fringe	18,840	\$	18,840.00
# of staff =	1	Clinical Prof/Tech-DHA	Yr 1 Full Sal	66,810	TOTAL Sal/Ben	85,650	\$	85,650.00
5062	Giovanna Martinez	Case Manager (Corrections)	\$56,100	12.00	100.00%	57,222	\$	57,222.00
5565	12.00	person months			Fringe	16,137	\$	16,137.00
# of staff =	1	Clinical Prof/Tech-DHA	Yr 1 Full Sal	57,222	TOTAL Sal/Ben	73,359	\$	73,359.00
7000	Supplies-Office/Admin					\$3,968	\$	3,968.00
8030	Participant Incentives (non-giftcards)			0	\$0	\$12,000	\$	12,000.00
	Subtotal						\$	229,014.50
	Indirect @ 18%						\$	41,222.61
	Total						\$	270,237.11

Exhibit C-2 Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

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

B. Marketing and Communications

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

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

C. Option Letter

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

the same rates and terms as described in this Contract.

D. Start-up Costs

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

E. Immediate Notification of Closures / Reductions in Force

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

F. Contract Contact Procedure

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

G. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will serve as an amendment to the contract for the timeframe identified and agreed to by BHA and the Contractor.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.

- a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
- b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

H. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
 2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov/>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
 3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to CDHS_BHAdeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>
- I. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating

substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

- J. Cash Reserves: The City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the City.
- K. Governmental Immunity: The Contractor, by execution of this contract containing this indemnification clause, does not waive the operation of any law concerning the parties' ability to indemnify.

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
 - 1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to BHA at CDHS_BHAdeliverables@state.co.us.
 - 2. Contractor shall ensure that its subcontractors perform to the terms of this Contract.
- B. Any subcontract for services must include, at a minimum, the following:
 - 3. A description of each partner's participation
 - 4. Responsibilities to the program (policy and/or operational)
 - 5. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
- C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to CDHS_BHAdeliverables@state.co.us within 30 days of subcontract execution.
- D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Additional Remedies

- A. Duty to Act in Good Faith

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

B. Corrective Action

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

C. Liquidated Damages.

If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of \$300 a day will be assessed and may be permanently withheld from payments due to the Contractor for each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for "late performance." The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach.

IV. Audit Requirements

A. Independent Audit Requirements

6. "Independent financial audit" shall be defined as follows— a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.
7. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and

Auditing Guidelines” for Colorado Department of Human Services, Behavioral Health Administration (BHA), found on the BHA website.

8. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

B. Annual Single Audit

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

V. Financial Requirements

A. Funding Sources

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, “Budget.”**
2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations

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

C. Payment Terms

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

EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

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

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

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

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

- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.
- l. Appropriate Safeguards.
- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
 - ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
 - iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
 - iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.
- m. Safeguard During Transmission.
- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
 - ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.
- n. Reporting of Improper Use or Disclosure and Notification of Breach.
- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
 - ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

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

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

4. OBLIGATIONS OF COVERED ENTITY

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

5. TERMINATION

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

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

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

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

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

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

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

1. PURPOSE

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

2. ADDITIONAL TERMS

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

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