



Legislation Text

File #: 23-1104, Version: 1

Contract Request Template (Contracts; IGAs; Leases)

Date Submitted: 8-21-2023

**Requesting Agency: Denver Sheriff
Division:**

**Subject Matter Expert Name: Christina Amparan
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Phone Number:**

Item Title & Description:

(Do not delete the following instructions)

*These appear on the Council meeting agenda. Initially, the requesting agency will enter a 2-3 sentence description. Upon bill filling, the City Attorney's Office should enter the title above the description (the title should be in **bold** font).*

*Both the title and description must be entered between the red "title" and "body" below. Do **not** at any time delete the red "title" or "body" markers from this template.*

A bill for an ordinance approving a proposed Third Amendatory Agreement between the City and County of Denver and Denver Health and Hospital Authority, to continue providing Medication Assisted Treatment (MAT) programs for individuals with substance use disorders who are in a Denver jail, citywide.

Amends an intergovernmental agreement with Denver Health and Hospital Authority (DHHA) by adding \$154,294.61 for a new total of \$700,111.61 and one year for a new end date of 6-30-2024 to account for changes in medication and staffing costs for DHHA to continue providing Medication Assisted Treatment (MAT) programs for individuals with substance use disorders who are in a Denver jail, citywide (SAFTY-202369198-05 / SAFTY-202057071). The last regularly scheduled Council meeting within the 30-day review period is on 10-30-2023. The Committee approved filing this item at its meeting on 8-23-2023.

**Affected Council District(s) or citywide?
Citywide**

**Contract Control Number:
SAFTY-202369198**

**Vendor/Contractor Name (including any "DBA"):
Denver Health and Hospital Authority**

Type and Scope of services to be performed:

Below is a brief update of changes to the DHHA Medication-Assisted Treatment (MAT) (SHERF-202057071-00) Amendatory Agreement:

1. The amendment includes a reduction in JBBS funding by \$136,663.85 as compared to last year. The JBBS budget for last year's agreement was \$290,958.46, and this year the budget is \$154,294.61. Below are the line items that saw a change in budget.
 - o Removal of the cost for a Psyc. Candidate.
 - o Reduction in cost for MAT Nurse
 - o Increase in Medication Cost
 - o Decrease in Indirect Cost

2. Also, this agreement is tied to our JBBS grant funded programs which requires new Amendatory Agreements annually.

PART ONE - GENERAL PROVISIONS

**Article 1
General Administration**

- 1.1 Overall Goal.** The overall goal of the JBBS program is to work towards improving the health outcomes of the individuals served.
- 1.2 Participation / Catchments.** County Sheriffs may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with BHA) shall enter into subcontracts with its catchment county Sheriff's Departments. BHA reserves the right to change the fiscal agent as necessary. Subcontracts entered into under this provision shall adhere to the requirements of **Exhibit C**, Miscellaneous Provisions, Section II.
- 1.3 Program Administrator.** The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities, and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's' contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to cdhs_jbbs@state.co.us <mailto:cdhs_jbbs@state.co.us>
 - a. BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also attend JBBS Quarterly Meetings, and shall oversee the JBBS Program and its operations. The Program Administrator must also notify JBBS Program Manager(s) to any change in personnel. The Sheriff's Department is encouraged to account for this administrative position in their budget.
- 1.4 JBBS Program Coordination Group.** The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) will be available to attend periodic Program Coordination Group meetings for technical assistance, contract management, and support based on agency needs. BHA reserves the right to record JBBS meetings as necessary. The Program Coordination Group shall:
 - a. Oversee program implementation.
 - b. Make training recommendations.
 - c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work.
 - ensure program effectiveness and performance is measured by specific client-centered health outcomes and reflected in the data collected.
 - d. Resolve ongoing challenges to program effectiveness.

- e. Inform agency leaders and other policymakers of program costs, developments, and progress.
- f. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
- g. For JBBS Programs serving a catchment of counties, a Sheriff's Department representative from each county is required to participate in the JBBS Program Coordination Group.
- h. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

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

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

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

1.8 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.

1.9 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.

1.10 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.

1.11 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>.

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

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

- a. For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS program, Contractor shall share patient-specific mental health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care.
- b. All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.
- c. Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF.
- d. If Contractor does not utilize the Medication Consistency formulary developed by CDHS and HCPF, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the CDHS Website.
- e. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See **Exhibit B**, Budget and Rate Schedule for a list of covered meds.

Article 2

Confidentiality and HIPAA / 42 CFR Part Two

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

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

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

rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

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

Article 3 Financial Provisions

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

PART TWO - JAIL MEDICATION ASSISTED TREATMENT

Article 1 Purpose & Target Population

- 1.1 Purpose.** Treatment of individuals with substance use disorders who come into contact with the criminal justice system. Jails that receive funding through the jail-based behavioral health services program are to allow medication-assisted treatment to be provided to individuals in the jail. Jails must have services involving consideration for Fentanyl/Carfentanyl related substances, and provide 8 mg of Naloxone at release (this can be two 4mg Narcan or one 8mg Kloxxado). The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.
- Target Population.** 18 years of age and older, residing in county jail(s), SB 19-008 enacts policies related to the involvement of persons with substance use disorders in the criminal justice system.

Article 2 Activities & Services

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

disorder, which must include agonists, partial agonists, and antagonists, to a person in custody with an opiate use disorder. The person, in collaboration with the treating provider, must be given a choice concerning what medication is prescribed, based on the facility's medication formulary.

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

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

- a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to BHA/JBBS Program Manager, before MAT services are provided. See Part Eight, Article 1.5 for more details on how this needs to be submitted.
- b. Identify program appropriate individuals via screening.
- c. Link persons with SUD with a community based clinical care provider.
- d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- e. Provide patient education surrounding SUD and the types of treatment available in their community.
- f. Develop and routinely review individualized treatment plans.
- g. Have fentanyl related considerations for withdrawal management.
- h. Provide overdose reversal medication at release (this can be two 4mg Narcan or one 8mg Kloxxado).

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

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

Article 3 Standards and Requirements

3.1 Program Policies and Plans.

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

License Requirements.

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

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

**Article 4
Deliverables**

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

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

**Article 1
Purpose & Target Population**

1.1 Purpose. For those county jails who choose to accept SLFRF funds as it pertains to HB22-1326, the State of Colorado, Behavioral Health Administration (BHA) in cooperation with JBBS (Jail Based Behavioral Health Services) program, will assist county jails in meeting the requirements set forth by this legislation as it pertains to Medication Assisted Treatment (MAT) technical assistance provided to jails. County jails may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment.

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

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

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

**Article 2
Definitions and Acronyms**

Behavioral Health Administration (BHA) represents one of Colorado’s many steps towards strategic investments in improving the behavioral health system. The BHA is a new cabinet member-led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs.

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

Jail Based Behavioral Health Services (JBBS) The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to C.R.S.18-19-103 (5) (c)(V). The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration.

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

**Article 3
Activities and Services**

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

- a. Contractor shall utilize technical assistance for the Development and Implementation of Medication-Assisted

Treatment (MAT)

- b. Contractor shall hire technical assistance (“TA”) providers to support MAT programs in their facility to address:
 - i. Medication availability within the community.
 - ii. Identifying bulk purchasing options for MAT related services.
 - iii. DEA licensing services.
 - iv. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be either sworn and civilian positions.
 - v. Training services for jail staff as it relates to MAT.
 - vi. Consultation services for jail staff and community providers as it relates to MAT.
 - vii. Advertising, Marketing or Public Relations services regarding MAT services.
 - viii. Human Services collaboration as it pertains to Medicaid enrollment prior to release from custody.
 - ix. Translation services when needed as it pertains to MAT.
 - x. Delivery of MAT medications.
 - xi. Community re-entry services for offender transition
- c. Contractor shall provide a **work plan** outlining the jail’s intended use for the TA funding no later than 30 days from the date this amendment is executed.
- d. Contractor shall submit a **policy** of the Jail’s MAT protocols and procedures for the facility outlining the services and medications offered no later than 30 days from the date this amendment is executed to cdhs_jbbs@state.co.us. mailto:cdhs_jbbs@state.co.us A copy of this policy will be provided to BHA before MAT services are provided. The policies will also include guidelines for nonmedical evaluations, including timelines for performing a subsequent medical evaluation.
- e. Contractor shall provide appropriate and best-practice withdrawal management care to incarcerated individuals as necessary
- f. Contractor shall develop community partnerships with necessary providers to link persons with SUD with an approved community-based clinical care provider.
- g. Contractor shall provide patient education surrounding SUD/MAT/ODU and the types of treatment available in their community.

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

- a. Purchase technical assistance services identified in 3.1(b) above.
- b. Provide staff development and training regarding Medication-Assisted Treatment, Substance Use Disorder, and Opioid Use Disorder to fulfill requirements of HB 22-1326.
- c. Fee for service agreements with contractors for treatment, medical staff, and medications.
- d. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.
- e. Jail payroll expenses for interventions, medical staff, and medications.

Location (if applicable):

WBE/MBE/DBE goals that were applied, if applicable (construction, design, Airport concession contracts):

N/A

Are WBE/MBE/DBE goals met (if applicable)?

N/A

Is the contract new/a renewal/extension or amendment?

Amendment

Was this contractor selected by competitive process or sole source?

No Intergovernmental agreement

For New contracts

Term of initial contract:

Options for Renewal:

How many renewals (i.e. up to 2 renewals)?

Term of any renewals (i.e. 1 year each):

Cost of initial contract term:

Cost of any renewals:

Total contract value council is approving if all renewals exercised:

For Amendments/Renewals Extensions:

Is this a change to cost/pricing; length of term; terms unrelated to time or price (List all that apply)?

Cost, length of term, scope

If length changing

What was the length of the term of the original contract?

7/01/2020 - 6/30/2023

What is the length of the extension/renewal?

One year

What is the revised total term of the contract?

7/1/2020 - 6/30/2024

If cost changing

What was the original value of the entire contract prior to this proposed change?

\$545,817

What is the value of the proposed change?

\$154,294.61

What is the new/revised total value including change?

\$700,111.61

If terms changing

Describe the change and the reason for it (i.e. compliance with state law, different way of doing business etc.)

Below is a brief update of changes to the DHHA Medication-Assisted Treatment (MAT) (SHERF -202057071-00) Amendatory Agreement:

1. The amendment includes a reduction in JBBS funding by \$136,663.85 as compared to last year. The JBBS budget for last year's agreement was \$290,958.46, and this year the budget is \$154,294.61. Below are the line items that saw a change in budget.
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