

## **Employment Contract MOU**

**Between**

**The Huerfano County Sheriff, Bruce Newman**

**And**

**Nancy Winsor, RN, MSN  
JBBS Coordinator**

### **I. Purpose**

Employment Contract (EC) or Memorandum of Understanding (MOU) is entered by and between the Huerfano County Sheriff's Office, (hereinafter referred to as HCS) and Nancy Winsor, (hereinafter referred to as "Contractor"), for the purpose of the JBBS program. This EC establishes the terms, conditions, and responsibilities between the parties for deployment, management, and maintenance of this program. This EC is subject to the provisions of all applicable Federal and Colorado State laws, regulations, policies, and standards.

### **II. Parties**

Huerfano County Sheriff (HC) in include:

- Huerfano County, Bruce Newman, or his designee from Huerfano County Sheriff Office with the physical address of 500 S Albert Street, Walsenburg, Colorado 81089.

### **III. Effective Date, Modification, and Termination**

This Agreement shall become effective upon the signature of both parties for a 12-month period commencing July 1, 2024, and terminating June 30, 2025. This is a contracted position and cannot be extended without funding. This Employment contract maybe amended if mutually agreed upon, to change scope and terms of the EC. Such changes shall be incorporated as a written Amendment to this EC. This Agreement may be terminated by either party at any time; however, the terminating party shall provide written notice to the other party at least thirty days in advance of the effective date of termination unless there is a critical failure to perform. In the event of termination, the HCS either directs Holdings to terminate the EC/MOU, or elect to take, or identify a designee to take, an assignment of the subject EC. If JBBS elects to take an assignment of the subject EC/MOU, the terms of the EC/MOU apply.

### **IV. State Responsibilities.**

HCS agree to fulfill the terms and conditions executed between contractor and HCS in the Employment Contract as follows:

### **V. Contractor Responsibilities.**

The JBBS Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. The OBH Program Manager will be available to attend periodic JBBS Program Coordination Group meetings for assistance and support based on agency need. The JBBS Program Coordination group shall:

- Oversee program implementation.
- Make training recommendations.
- Measure the program's progress toward achieving stated goals.
- Resolve ongoing challenges to program effectiveness.
- Inform agency leaders and other policymakers of program costs, developments, and progress.
- Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
- Medication Assisted Treatment for Substance Abuse to include policy, procedure, assessment of the program, identify problems within the program, implementation of MAT and evaluate outcomes.

The Contractor agrees to: Duties and Responsibilities and can change with notification to the parties:

- Working in tandem and compliance with the state and county regulations.
- Following the standard operating procedures of individual jails.
- Attending seminars, conventions, and training sessions for maintaining effective services.
- Serve as a liaison with the Sheriff and their staff with written communication and notification of changes or requirements by the OBH.
- Input client information and services data into the JBBS Database monthly no later than the 15<sup>th</sup> of the month following each month-end. (Transition Tracking)
- Submit quarterly progress report no later than 30 days after the end of each quarter and using the template provided by the Office of Behavioral Health (OBH).
- Ensure that licensed SUD staff will submit DACODS and CCAR data for all services offered in the jails.
- Submit to OBH as requested any or all of the following prevalence data, critical incidents, demographics, information, numbers of clients served, types and quantities of services delivered, number and percentages who successfully transition to community-based services, and program discharge outcomes.
- Help to develop ECs for contracted service providers for approval from individual counties that addresses the uniqueness of each county's jail.
- Attend Quarterly Meetings of the OBH
- Develop a process for implementing that guide and supports the JBBS program.

- Submit budget reports to OBH and collaborate with the fiscal agent about spending.

*Huerfano County Sheriff specific requirement:*

- For JBBS programs serving HCS 's department representative from the county is required to participate in the JBBS Program Coordination Group
- This program model approach will require regular meetings to discuss the program implementation and program effectiveness for each jail
- The JBBS Program Coordination Group is responsible for ensuring the needs of the Huerfano County Jail are being met by the resources and subcontracted service providers
- Meet with group on a regular basis and continual basis to ensure project implementation and goals are progressing.
- Oversee program implementation.
- Make training recommendations.
- Measure the program's progress toward achieving stated goals
- Resolve ongoing challenges to program effectiveness.
- Inform agency leaders and other policy makers of program costs, developments, and progress.
- Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
- Submit prior to April 15<sup>th</sup> of each year, a work plan and budget for option letter renewal.
- Work in collaboration with the fiscal agent or his designee.

**Skills and Specifications**

- Communicate empathetically and listen actively to foster collaboration with others.
- Navigate delicate topics in a tactful and productive manner to resolve disagreements and conflicts effectively.
- Manage the craft of providing constructive, thoughtful feedback and receiving feedback as a development opportunity.
- Awareness of the legal norms, procedures, and operations of individual jails.
- Effective time and risk management abilities.

- Ability to work in coordination with the Sheriff, staff, community organizations and providers.
- Ability to develop duties and program expectations.
- Ability to run data queries, organize data, maintain the integrity of data, and ensure proper sorting and input of data.

### JBBS Program Deliverables

Deliverables for all JBBS programs are outlined below. All jails must submit the following.

1. **Annual Work Plan:** Each jail must submit an Annual Work Plan via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) for approval by the OBH Program Manager by the end of business of the first working day of June each year, for the following state fiscal year contract period (June 30-July 1). A work plan template is provided at the end of this document.
2. **Annual Report:** Each jail must submit to the State the previous year's Annual Report by end of business on July 31, utilizing the JBBS Reporting Template provided by OBH. The Annual Report must be submitted via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us). Your JBBS Program Manager will provide you with an annual report template.

### Quarterly Meeting Attendance

OBH facilitates JBBS Program Meetings every quarter. All jails must ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings is responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

### Site Visits

OBH Program Managers will conduct site visits for the purpose of providing targeted support of JBBS programming, as well as quality assurance monitoring of the program on a periodic or as needed basis. Individual OBH Program Managers will work with your jail and program staff to coordinate support to best meet your needs.

### Data Entry

All programs are required to submit data monthly to the CiviCore "JBBS Database". The specific data fields required for input vary by program area and are listed in the sections below

### Data Submission

Each jail is required to report information in the JBBS Database. Data must reflect current individual enrollment and services provided by the 15th day of each calendar month. The following data elements will be captured in the JBBS Database:

- Basic demographic information
- Number of individuals served
- Number of individuals who screened “Positive” for a mental health disorder or substance use disorder; number of other screenings completed
- The type and quantity of services provided, including the type and quantity of Medication Assisted Treatment services provided
- Number of individuals who successfully transition to community-based services upon release
- Program discharge outcomes and treatment status in community after discharge

#### Critical Incidents of Interest

A critical incident of interest is any significant event that results in bodily harm to an inmate involved in any aspect of the JBBS program, or any staff member working with that inmate. Jails must report any critical incident within 24 hours from the time the incident occurs by sending an encrypted email to: [cdhs\\_ci\\_obh@state.co.us](mailto:cdhs_ci_obh@state.co.us) The e-mail must include:

- Date and time of incident
- Location of the incident
- The nature of the incident
- How the incident was resolved
- Name[s] of staff present
- Whether the incident resulted in any physical harm to the participant or any staff

#### Copy of Subcontract

Each jail must submit a copy of any subcontracts via email to OBH at [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) within 30 days of the subcontract execution. The subcontract will be evaluated to ensure they are compliant with the maximum rates established by OBH in the FY 2020-2021 Annual Budget Exhibit B document.

The following table provide key dates related to each program area. This table applies to all programs and the following tables apply to each specific program.

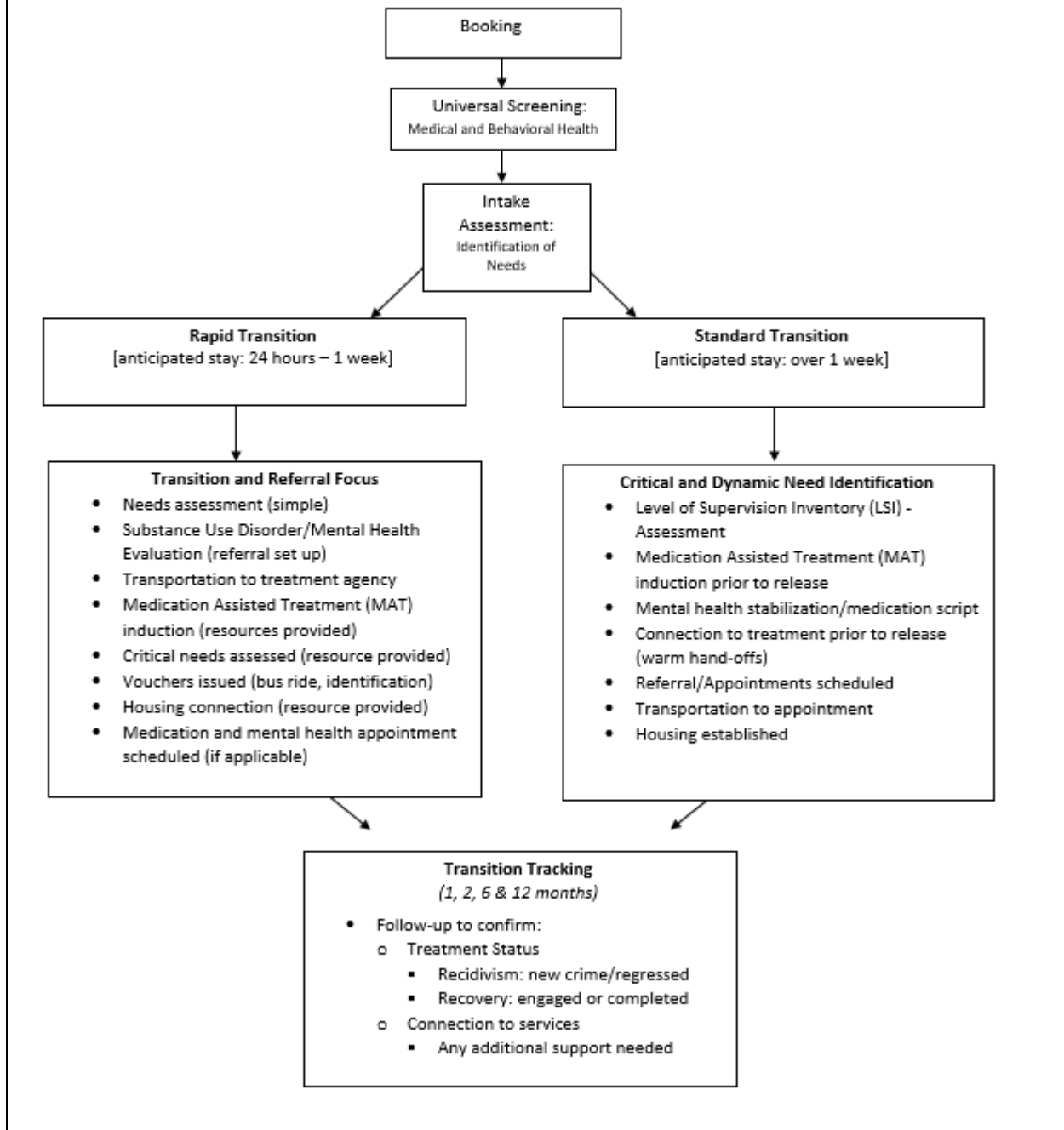
#### **Table 1\_1 JBBS Coordinator**

<b>Activity</b>	<b>Due Date</b>	<b>Deliver To</b>
Submit JBBS Work Plan	By 5:00 pm April 1 for the following fiscal year	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
Submit JBBS Annual Report	By EOB July 31 of the current year	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
Report Critical Incident	Within 24 hours of incident	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
Quarterly Meeting Attendance	Locations TBD; currently virtual	
Send OBH Copy of proposed Subcontract	Within 30 days of contract being signed	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
Site visits	Ongoing and as needed	
Data Entry	Ongoing and by the 15 <sup>th</sup> of each month for all services provided during the previous month	JBBS Data Base CiviCore

#### Medication Assisted Treatment

<b>Activity</b>	<b>Due Date</b>	<b>Deliver to</b>
Organizational Structure	August 1 annually	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
Policies	Prior to MAT being delivered	
Barrier Reports	August 1 annually	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
Start Up Plans	August 1 annually	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
Work Plan and Budget	Within 5 business days of plan submission	OBH Program Manager Kelley Russell
Data Entry Specific to JMAT	Ongoing by the 15 <sup>th</sup> of each month for all services provided during the previous month (Dee Lyons, NP)	JBBS Civicore

## Individual Transition Process from Jail to Community



JBBS Coordinator Ensures Qualified Personnel and Work for the following:

### Data Submission

Each jail is required to report information in the JBBS Database. Data must reflect current individual enrollment and services provided by the 15th day of each calendar month. The following data elements will be captured in the JBBS Database:

- Basic demographic information

- Number of individuals served
- Number of individuals who screened “Positive” for a mental health disorder or substance use disorder; number of other screenings completed
- The type and quantity of services provided, including the type and quantity of Medication Assisted Treatment services provided
- Number of individuals who successfully transition to community-based services upon release
- Program discharge outcomes and treatment status in community after discharge

#### Critical Incidents of Interest

A critical incident of interest is any significant event that results in bodily harm to an inmate involved in any aspect of the JBBS program, or any staff member working with that inmate. Jails must report any critical incident within 24 hours from the time the incident occurs by sending an encrypted email to: [cdhs\\_ci\\_obh@state.co.us](mailto:cdhs_ci_obh@state.co.us) The e-mail must include:

- Date and time of incident
- Location of the incident
- The nature of the incident
- How the incident was resolved
- Name[s] of staff present
- Whether the incident resulted in any physical harm to the participant or any staff

#### Requirement to Work with Licensed Providers

The JBBS program requires that jails partner with licensed behavioral health care providers (agencies and/or individuals), who are in good standing with the Department of Regulatory Agencies (DORA). The provider(s) shall provide appropriate screening(s), assessment(s), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan. The provider (s) shall utilize evidence-based screening processes and tools, subject to approval by OBH, to screen for mental health disorders, substance use disorders, suicidal ideation, trauma, and traumatic brain injuries.

The types of providers jails may subcontract with to deliver JBBS services are listed below:

- Licensed Associate Counselor (LAC)
- Licensed Professional Counselor (LPC)
- Licensed Clinical Social Worker (LCSW)
- Licensed Marriage and Family Therapist (LMFT)
- Certified Addiction Specialist (CAS) II or III
- Licensed Psychologist (LP)
- Other providers, not listed above, will need to be approved by an OBH Program



Screening: All jails must utilize evidence-based screening tool(s) (treatment that is backed by scientific evidence; studies have been conducted and research has been documented on a particular treatment modality, and it has proven to be successful), subject to approval by OBH, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries, and medication needs. In addition, all individuals should be screened for substance use withdrawal symptoms, and jails are required to have detox protocols in place. Screening must take place within 72 hours of booking.

Treatment and Transition Plans: A transition or treatment plan must be created for every individual who enters the program which includes:

- Summary of the evidence-based continuum of services offered to individuals
- Frequency and duration of services offered
- If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers
- Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI)
- The individual's natural communities and pro-social support
- A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration
- A transition checklist and additional resources related to creating treatment and transition plans can be found on the JBBS website

## **VI. Financial Considerations.**

Except where otherwise detailed in this EC, each party is responsible for its own costs. Any assistance provided by the HCS under this EC and any assistance provided by the Contractor is subject to the availability of appropriations. All financial assistance provided by the state will be done pursuant to in compliance with the JBBS fiscal rules and procurement code (e.g., a separate written agreement that complies with the state fiscal rules).

## **VII. General Provisions.**

**A. Inspection.** The HCS reserves the right to review the services provided hereunder by Contractor at all reasonable times and places during the term of this EC. If any services do not conform to the Scope of Work, the JBBS or the HCS may require the Contractor to perform the services again in conformity to the Scope of Work with no additional compensation. When defects in the services cannot be corrected by reperformance, then the HCS may require the Contractor to take all necessary actions to ensure that future performance conforms to the Scope of Work, and equitably reduce the payments due to the Contractor to

reflect the reduced value of the services. In addition, the HCS shall have all other remedies available pursuant to law.

**B. Waivers.** The waiver of any breach of a term or provision of this EC shall not be construed as a waiver of breach of any other term or as a waiver of any subsequent breach of the same or any other term or provision.

**C. Choice of Law and Venue.** This Agreement shall be governed by the law of the Huerfano County Sheriff venue for any action related to this EC shall be in the Huerfano County District Court.

**D. Attachments.** All attachments (Exhibit A Statement of Work of the JBBS, Independent Contractor Salary Contract, JBBS Coordinator Job Description) to this EC are incorporated herein by this reference and made a part hereof as if set forth fully herein. In the event of any conflict or inconsistency between the terms of this EC and the attachment, the terms of this EC shall control.

**E. Complete Agreement.** This EC is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a EC duly executed and approved.

**F. No Interest.** The signatories aver (state as a fact) that to their knowledge, no HCS employee or agent has any personal or beneficial interest whatsoever in the services described herein.

**G. Non-Discrimination.** The contractor shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.

**H. Insurance.** Contractor shall obtain, and always maintain during the terms of this EC, insurance in the following kinds and amounts:

1. Standard Workers' Compensation and Employer Liability as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment; within 30 days of hire.

2. General and/or Personal Injury and/or Professional and/or Automobile Liability (including bodily injury, personal injury and property damage) with the following coverage, depending on the policy.

**K. Conflicts of Interest.** The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State in accordance with statute.

### VIII. Licenses.

The contractor shall maintain a Registered Nurse License in accordance with the Colorado State Board of Nursing.

Nancy Lynn Winsor	RN	Colorado	License Number 12753	Active	Unencumbered	Original Issue: 12/12/2000	<b>Expires: 9/30/2024</b>	Multistate
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**IX. Confidentiality.**

The parties hereto understand and agree that the information in this Agreement is confidential and not subject to disclosure under the Colorado Open Records Act. The material is protected under section 24-72-204(3)(a), C.R.S., which states in part: CORA requires the custodian to deny inspection of several categories of public records, other than to the person in interest, including:

**X. Liability.**

Unless otherwise provided for in this Agreement, no term or condition, of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act (CGIA), §24-10-101, et seq., C.R.S., as amended. Liability for claims for injuries to persons or property arising out of the alleged negligence of the JBBS its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provision of §24-10-101 et seq., C.R.S., as amended.

**XI. Effect on Procedures and Laws.**

All assistance provided under this MOA must comply with applicable laws, regulations, and agency policies.

**XII. No Private Right Created.**

This document is an internal agreement between the JBBS and the Sheriff's Department and the entity with ownership or control of contractor and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

**XIII. Settlement of Disputes.**

The parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this EC before referring the matter to any other person or entity for settlement.

**XIV. Capacity to Enter into Agreement.**

The persons executing this Employment Contract on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

The parties agree that uses and disclosures of CHI are permitted for the proper management and administration of governmental operations, to carry out the legal responsibilities of state business within each respective agency, or as required or permitted by federal or state law. Disclosures will be limited to the amount reasonably

necessary to meet the purpose for which the CHI is to be used or disclosed.

**XVI. Data Sharing Agreements.**

The Sheriff's Office shall ensure a data sharing Business Associates Agreement is developed between the partner agencies. The data sharing agreement shall address client confidentiality as set forth under 42 C.F.R. Part 2 and HIPAA law and regulations. A Business Associate Agreement to share assessments and screenings is required for any program that has more than one treatment subcontractor, the contractor, and agency rendering services in the jail.

**XVII. Contractor/Partnership Termination.**

In the event where partnerships with the contractor such as the JBBS coordinator is terminated, the Sheriff's Office shall transition to a new partnership no later than 30 days from termination to ensure continuity of care and duties for all participants in the program.

**XVIII. Training and Meetings.**

The contractor must attend quarterly meetings. The contractor to make the work plan and report the outcomes. The JBBS and or the HCS and or contractor the amount of training necessary to do the duties described in the job description and the JBBS Statement of Work.

- Program Orientation: The contractor shall attend mandatory orientation sessions with the OBH Program Manager, the JBBS Program Manager and Fiscal Staff upon execution of the contract.
- Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the terms of the JBBS Program contract.

**XIX. Evidence-Based Practices.**

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

**The contractor shall be paid \$52.26 per hour** and will include driving time when needed and mileage reimbursed at the state rate. The contractor will be responsible for submitting mileage forms, and a detailed time sheet.

This EC shall begin on July 1, 2024, and end on June 30, 2025 or when services are no longer needed.



Nancy Winsor, RN, MSN JBBS Coordinator

Employer

\_\_\_\_\_  
Sheriff, Bruce Newman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Arica Andreatta, Huerfano County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Galusha, Huerfano County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karl Sporleder, Huerfano County Commissioner

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Date