

**EMPLOYMENT CONTRACT  
MOU**

**Between**

**The Sheriff of Huerfano County, Bruce Newman**

**And**

**J. Manuel Soto  
Certified Addiction Specialist**

**I. Purpose**

This Employment Contract (EC) is entered by and between the Huerfano County Sheriff's (hereinafter referred to as HC), and J. Manuel Soto, (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) 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. The HC include:

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

This Agreement shall become effective upon the signature of both parties for a 12-month period, hourly position commencing July 1, 2024, and terminating June 30, 2025. This is a contracted position and cannot be extended without funding. This EC may be amended if mutually agreed upon, to change the 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 catchment of Sheriff's Office either direct holdings to terminate the EC, 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, the terms of the EC apply.

**IV. State Responsibilities.**

The HC agrees to fulfill the terms and conditions executed between contractor and the Catchment of Sheriff's Office in the Employment Contract as follows:

**HC Responsibilities.**

- Determine and provide an organizational structure designed to facilitate and promote effective administration of the program.

- HC indicate the Huerfano County to be served and the Sheriff's Department contact(s) for the jail.
- Describe the capacity or efforts to screen, using a validated OBH screening tool, all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs.
- Provide culturally competent and appropriate services.
- Describe the jail's ability to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.
- Provide policies that reflect an ability to provide services in a manner that respects and protects client rights. This requirement includes providing the subcontractor with the required space and computer for telehealth to offer individual and group treatment services detailed under the Treatment Provision subsection.
- Maintain support relationships with local probation and parole departments.
- Detailed security protocol and reporting requirements expected from the subcontracted treatment provider. This includes determining the limits of confidentiality for information disclosed by individuals during the course of treatment as it applies to a jail setting and the safety of the jail.

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

The Contractor agrees to: Duties and Responsibilities of a Certified Addiction Specialist and can change with notification to the parties:

#### **CAS Duties**

- The contractor agrees to continue to maintain the CAS credentials. Continue her education at the graduate level for LAC.
- Provide an array of outpatient mental health services to promote individualized patient recovery.
- Conduct intake, individual therapy.
- Develop service plans and conduct reviews as needed throughout the duration of treatment.
- Complete and maintain documentation in a timely and accurate manner and according to Federal, State and Agency guidelines.
- Write reports to the court, department of human services, or other community agencies as necessary.
- Collaborate with external psychiatric care providers as well as representatives from criminal justice agencies and civic assistance programs.
- Meet all requirements of Certified Addiction Specialist.
- Maintain all certifications.
- Implement and follow the same protocols and policies for services for the JBBS program.
- Utilize evidence-based screening processes and tools, for mental health disorders and substance abuse disorders.
- Provide services to the target population.
- Must hold license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).

- Report information in the OBH JBBS Civicor database.
- Provide in-person counseling and or telehealth counseling twice per month. Intakes are completed weekly. Ensure privacy is provided for all sessions.
- Exhibit A Statement of Work for complete list of duties.

### **Certified Addiction Specialist (CAS)**

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.
- GAIN assessment contained in the intake and counseling sessions for each individual admitted into JBBS program

### **Screening:**

- HC 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. Screening must take place within 72 hours of booking.

### **VI. Financial Considerations.**

Except where otherwise detailed in this EC, each party is responsible for its own costs. Any assistance provided by the Catchment of Sheriffs 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 HC 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 HC 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 HC 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 HC shall have all other remedies available pursuant to the 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 HC 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 state (as a fact) that to their knowledge, no HC 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. The contractor is responsible for: 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 format:
  - a. Occurrence Basis Policy - combined single limit of \$600,000.
  - b. Annual Aggregate Limit Policy - not less than \$1 million plus agreement that vendor will purchase additional insurance to replenish the limit to \$1 million if claims reduce the annual aggregate below \$600,000.
  - c. Claims-Made Policy - combined single limit of \$600,000 plus an endorsement that extends coverage 2 years beyond the policy expiration date.

**I. 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 license in accordance with the Colorado Department of Regulatory Agency.

| License Number | License Method | License Type                   | License Status | Original Issue Date | Effective Date | Expiration Date |
|----------------|----------------|--------------------------------|----------------|---------------------|----------------|-----------------|
| ACC.0021090    | Original       | Certified Addiction Specialist | Active         | 03/16/2021          | 09/01/2023     | 08/31/2025      |

**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.

The contractor understands that all information obtained in sessions is confidential and the contractor would be libel or responsible for protecting all protected health information according to each jail policies on protected health information.

The contractor will not divulge written, verbal, electronically, and/or audio/video taped information about inmates that the contractor will encounter during jail visits in person, telephone, or telehealth. The contractor understands that any breach of this confidentiality may result in disciplinary consequences ranging from probation to termination.

**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 EC 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 Office 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 an 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.

**XV. Permitted Uses and Disclosures.**

The parties may use or disclose Confidential Health Information (CHI) as permitted or required by federal or state law or as authorized and permitted in accordance with this Agreement.

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 aECnt 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.

**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 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.

This EC shall begin on July 1, 2024 and end on June 30, 2025.

**The contractor shall be paid \$1,7001.10/month and will provide 10 hours per week. Plus, mileage when needed at state rate and driving time when indicated.**

*Jose Manuel Soto, CAS*

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J. Manuel Soto, CAS

BY: \_\_\_\_\_  
Bruce Newman, Huerfano County Sheriff

DATE: \_\_\_\_\_

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

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

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