

Employment Contract

Between

**The Huerfano County Sheriff's Office
Bruce Newman, Sheriff**

And

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

I. Purpose

Employment Contract (EC) is entered by and between the Huerfano County Sheriff's Office, (hereinafter referred to as the "Contractor"), and Nancy Winsor, (hereinafter referred to as ("Subcontractor")), 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

The Contractor includes:

- Huerfano County, Sheriff 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 time period commencing October 9, 2023, and terminating June 30, 2024. This is a contracted position and cannot be extended without funding. This EC may be 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 Contractor 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 Contractor agrees to fulfill the terms and conditions executed between the Contractor and the Subcontractor 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 Behavioral Health Association (BHA) JBBS Program Manager will be available to attend periodic JBBS Program Coordination Group

meetings if requested, 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.
- Assist with policies, procedures, assessments of the JBBS program, identify problems within the program, monitor the implementation of medication assisted treatment (MAT) and evaluate outcomes.

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

- Work in tandem and comply with the state and county regulations.
- Follow the standard operating procedures of the jail.
- Attend seminars, conventions, and training sessions to help maintain effective services.
- Serve as a liaison with the Sheriff and his staff with written communication and notification of changes or requirements by the BHA.
- Input client information and services data into the JBBS Database "Civicore" each month no later than the 15th of the month.
- Submit monthly contract monitoring tool to the BHA no later than 30 days after the end of each month for the prior month's services, using the template provided by the BHA.
- Ensure that all JBBS clinical providers (mental health and substance use treatment staff) are licensed and in good standing with the Department of Regulatory Agencies (DORA) and will submit DACODS and CCAR data for all services offered in the jails.
- Submit to the BHA, 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.

- Attend JBBS meetings (quarterly workgroup and learning community).
- Submit budget reports to BHA and collaborate with the county finance about spending.

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

- The Sheriff or his designee must 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.
- Provide support to the JBBS Program Coordinator to ensure the needs of the Huerfano County Jail detainees are being met by the resources and subcontracted service providers.
- 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 15th of each year, a work plan and budget for option letter renewal.

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 for approval by the BHA JBBS 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 the BHA. The Annual Report must be submitted via email to cdhs_jbbs@state.co.us.
3. **Quarterly Meeting Attendance**
4. **Data Entry:** All programs are required to submit data monthly to the JBBS Database "Civcore". 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

5. **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 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

6. **Copy of Subcontract:** Each jail must submit a copy of any subcontracts via email to the BHA at 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 the BHA.

VI. Financial Considerations.

Except where otherwise detailed in this EC, each party is responsible for its own costs. Any assistance provided by the Subcontractor 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 Contractor reserves the right to review the services provided hereunder by Subcontractor at all reasonable times and places during the term of this EC. If any services do not conform to the Statement of Work, JBBS or the Contractor may require the Subcontractor to perform the services again in conformity to the Statement of Work with no additional compensation. When defects in the services cannot be corrected by reperformance, then the Contractor may require the Subcontractor to take all necessary actions to ensure that future performance conforms to the Statement of Work, and equitably reduce the payments due to the Subcontractor to reflect the reduced value of the services. In addition, the Contractor 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 (JBBS Deliverables, 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 an EC duly executed and approved.

F. No Interest. The signatories aver (state as a fact) that to their knowledge, no Huerfano County Sheriff's Office 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 (RN) 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	Expires: 9/30/2024	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 (CORA). 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 Huerfano County 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 Huerfano County 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.

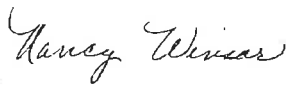
XIX. Evidence-Based Practices.

The Contractor and 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 Subcontractor shall be paid \$51.24 per hour and will include driving time when needed and mileage reimbursed at the state rate. The Subcontractor will be responsible for submitting mileage forms, and a detailed time sheet.

This EC shall begin on October 9, 2023, and end on June 30, 2024 or when services are no longer needed.



Nancy Winsor, RN, MSN JBBS Coordinator

Employer



Sheriff, Bruce Newman

10-05-2023

Date

Arica Andreatta, Huerfano County Commissioner

Date

John Galusha, Huerfano County Commissioner

Date

Karl Sporleder, Huerfano County Commissioner

Date