

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	Original Contract Number 23 IBEH 174457
Contractor Huerfano County Colorado for the use and benefit of Huerfano County Sheriff's Department	Amendment Contract Number 23 IBEH 179376
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 \$131,550.00	Contract Performance Beginning Date July 1, 2022
Extension Terms None	Current Contract Expiration Date June 30, 2023
Total for All State Fiscal Years \$131,550.00	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR Huerfano County Colorado for the use and benefit of Huerfano County Sheriff's Department _____ By: Mr. Bruce Newman, Sheriff Date: _____	STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director _____ By: Dr. Morgan Medlock, Commissioner, Behavioral Health Administration Date: _____
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Andrea Eurich / Toni Williamson Amendment Effective Date: _____	

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. PURPOSE

In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Huerfano County jail.

The purpose of this amendment is to replace the Exhibit A, Statement of Work, replace the Exhibit B, Budget and replace the Exhibit C, Miscellaneous Provisions. This amendment also increases the FY23 Budget by \$20,000 resulting in a new FY23 Budget of \$131,550.00

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A.** The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B.** REPLACE Exhibit A, Statement of Work with Exhibit A-1, Statement of Work, attached and incorporated by reference.
- C.** REPLACE Exhibit B, Budget with Exhibit B-1, Budget, attached and incorporated by reference.
- D.** REPLACE Exhibit C, Miscellaneous Provisions with Exhibit C-1, Miscellaneous Provisions, attached and incorporated by reference.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A-1 - 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” 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>

“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 co-occurring 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 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.

Exhibits

A: Statement of Work - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.

B: Budget - outline of the projected cost/expenses of the project.

C: Miscellaneous Provisions - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.

D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.

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**, 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**, 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 Office of Behavioral Health, 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**, 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 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_BHApayment@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 Office of Behavioral Health 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**, 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 - Budget.

4.3 Application.

- a. Contractors requesting an advance payment model must submit an application to BHA by February 15¹, 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, 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_ibbs@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.

PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1

Purpose and Target Population

1.1 Purpose. As used in this Statement of Work exhibit, the State and the Contractor together are referred to as the "Parties". The Parties understand and agree that the goal of the Jail Based Behavioral Health Services (JBBS) Program is to support county Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW, CAS), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

Article 2

Activities and Services

2.1. Licensed Substance Use Disorder Treatment Requirements.

- a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.
- b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c. Contractor shall implement policies and procedures on how subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.

d. Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.

i. Contractor shall utilize evidence-based screening processes and tools (see page 11; Article 2, 2.1), subject to approval by BHA, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries and suicidality.

e. Each individual's treatment / transition plan shall incorporate:

i. Summary of the continuum of services offered to individuals based on evidence-based curricula.

ii. Frequency and duration of services offered.

iii. If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.

iv. Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI).

v. The individual's natural communities, family support, and pro-social support.

vi. A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration.

vii. Contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

Article 3 Standards & Requirements

3.1 Authorizing Legislation and Description of Services. The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

a. Alcohol and drug screening, assessment, and evaluation.

b. Alcohol and drug testing.

c. Treatment for assessed substance abuse and co-occurring disorders.

d. Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

3.2 Level of program care. Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care.

Article 4 Data Reporting

4.1 Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA.

Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the CiviCore JBBS database or other database as prescribed by BHA:

- a.** A record for each individual who screened “positive” for a mental health disorder or substance use disorder; other screenings completed and results thereof.
- b.** Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
- c.** For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.
- d.** The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see **Exhibit B** for allowable medications.
- e.** Number of individuals who successfully transition to community-based services upon release.
- f.** Program discharge outcomes and treatment status in the community after discharge.

4.2 The Contractor agrees to respond to BHA’s inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issues.

4.3 Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's Database access will need to be removed.

Article 5

Performance Measures

5.1 Performance Measures:

- a. Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community-based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six and 12 months post release. The individual’s treatment status shall be recorded in the CiviCore JBBS database, or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor’s Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:
 - i. Deceased – In the event of death of the individual post-release.
 - ii. In Treatment – Individual is engaged in community-based treatment services as recommended in the transition plan.
 - iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.

- iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.
 - v. Not in Treatment – Individual is reported by the community-based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.
 - vi. Status Unknown – Individual cannot be located.
 - vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.
- b. Recidivism.** JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.
- c. BHA may conduct an annual analysis of recidivism.** The following will apply to this analysis:
- i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.
 - ii. “Recidivism” is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.
 - iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

Article 6 Deliverables

6.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)

Article 1 Purpose & Target Population

1.1 Purpose. The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 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. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2022, there are JBBS programs in 47 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other County Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low-cost services in the community.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

Article 2 Activities & Services

2.1 Services. It is best practice that all jails should be utilizing evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

- a.** Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

- b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kiosk, email).
- c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.
- d. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
- e. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.

2.2 Training and Meetings. The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

- a. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, to be organized by BHA as soon as is practicable execution of the contract.
- b. Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

2.3 Evidence-Based Practices. The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a 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 be addressed to support success.

2.4 Individualized Service Provision. The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

Article 3 Standards and Requirements

3.1 Mental Health Treatment Provider. The subcontracted mental health treatment provider/individual must be licensed and in good standing with the Department of Regulatory

Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

Article 4 Deliverables

4.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART FOUR - JAIL MEDICATION ASSISTED TREATMENT (SB 19-008)

Article 1 Purpose & Target Population

1.1 Purpose. Senate Bill 19-008 concerns treatment of individuals with substance use disorders who come into contact with the criminal justice system. Section 6 of the bill requires jails that receive funding through the jail-based behavioral health services program to allow medication-assisted treatment to be provided to individuals in the jail. 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.

1.2 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. Contractors engaging 19-008 funding 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 before MAT services are provided. If a policy is not provided and MAT services are not offered, an explanation as to why will be provided to BHA prior to any BHA JBBS funds being issued. See Part Six, 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.

2.2 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. 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.
- c. Jail payroll expenses for interventions, medical staff, and medications.
- d. Facility and equipment upgrades related to MAT.
- e. 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.

Article 3 Standards and Requirements

3.1 General Accounting Encumbrance. This program will be funded by a General Accounting Encumbrance (GAE). Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3.2 Program Policies and Plans.

- a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Six, 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.

3.3 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.

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

3.5 Tiered MAT Funding.

a. Contractors will be provided with funding for MAT services based on the following tiered system created by BHA:

TIER 1. This is the base tier, a starting point for jails that may have high barriers and/or resource shortage. It is primarily for jails that only offer Vivitrol and Buprenorphine continuations for pregnant individuals. If Contractor at this tier anticipates spending over \$5,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 2. This is the middle tier for established programs, but these programs may have some barriers and are not offering a full FDA MAT medication list yet. This is primarily for jails that offer continuations for inmates for Buprenorphine products as well as Vivitrol. An additional \$10,000 may be offered if Methadone is offered as a continuation for inmates. If Contractor at this tier anticipates spending over \$35,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 3. This is the top tier for established programs. It should include full induction and continuation of all FDA approved medications. Jails in this group would submit a budget (could be \$150,000 or more) for their MAT program, submit a work plan outlining how they will screen, refer, provide medications while incarcerated, and transfer care of those individuals to community MAT providers upon release.

b. MAT funding based on Tiers will be based on Program Manager's discussion with the contracted jail. If a program chooses to prove eligibility for a higher tier, this will be taken into consideration for the following contract year. A jail will stay within one tier for an entire contract year but can move up or down depending on proved eligibility and need.

Article 4 Deliverables

4.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

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

Article 1 Purpose & Target Population

1.1 Purpose

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 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.

"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.

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 47 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.

1.3 General Accounting Encumbrance. This program will be funded by a General Accounting Encumbrance (GAE). Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

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. Medication Acquisition/utilize technical assistance for identifying bulk purchasing opportunities for necessary services
 - iii. DEA licensing services
 - iv. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both 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 Relation Services regarding MAT services
 - viii. Building modifications as it pertains to MAT services
 - ix. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail
 - x. Telecommunication services (ex WiFi upgrades)
 - xi. Translation services when needed
 - xii. Delivery of MAT medications
 - xiii. Community re-entry services for offender transition (services that help offenders transition from prison to a productive community life)
- c. Contractor shall provide a work plan outlining the jail’s intended use for the TA funding for no later than 30 days from the date this amendment is executed. If jails decline the funding, a written explanation will be provided by 30 days from when this amendment is executed.
- d. 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.

- i. A copy of this policy will be provided to BHA before MAT services are provided. If a policy is not provided and MAT services are not offered, an explanation as to why will be provided to BHA prior to any BHA JBBS funds being issued no later than 30 days from the date this amendment is executed.
- ii. 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 initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail where clinically indicated.
- h. Contractor shall provide patient education surrounding SUD/MAT/OD 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.
- f. Facility and equipment upgrades related to MAT. Upgrade plan subject to prior approval.

PART SIX - JBBS PROGRAM DELIVERABLES

Article 1

1.1 Deliverables for All JBBS Programs

a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.

b. Annual Report. The Contractor shall submit to the State the previous year's Annual Report by EOB July 31, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to cdhs_jbbs@state.co.us

c. JBBS Database Reporting.

i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL:

<https://fw.civicore.com/jbbhs> or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

ii. Data Entry shall include:

- a. Basic individual demographic and working diagnosis information.
- b. Booking date (date that the individual was booked into jail).
- c. Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals who screen “positive” for a mental health disorder or substance use disorder.
- d. Admission date (date that individual began receiving JBBS services).
- e. If applicable, results of Level of Supervision Inventory (LSI/LSI-R) risk assessment (recommended for individuals admitted to the JBBS program who are in jail more than 30 days).
- f. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).
- g. Date, duration, and participants who attended for treatment or case management group sessions.
- h. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
- i. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.

iii. The Contractor or Contractor’s designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

- a. Encounters are due by the last business day of each month for all services provided during the previous month.
- b. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.
- c. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services.

See the latest version of the Finance & Data Protocol #1 Special Studies Codes and Eligibility for more details.

d. Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the

meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

e. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client that occurs within the jail, is documented and shared with the Office of Behavioral Health via an encrypted email to cdhs_ci_bha@state.co.us, within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting requirement in all subcontractor agreements. The documentation should include the following:

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

f. Copy of Proposed Subcontract. 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_jbbs@state.co.us within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by BHA.

g. Site Visits. The JBBS Program Manager(s) shall conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

h. Monthly Contract Monitoring Tool. The Contractor shall submit a completed contract monitoring tool to their assigned JBBS program manager no later than the 20th of the month with the prior months information. JBBS program managers will update this internally.

i. Plan of Action. Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, shall be asked to submit a plan of action to improve program performance for the current or next fiscal year.

j. Monthly BHA Invoice. Invoices will be submitted to cdhs_bhpayment@state.co.us by the 20th of the following month. Only one month's expenses are allowed per invoice. Supporting documentation will only be required in the event of an audit, but these records should be maintained by the Contractor.

k. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.

l. Behavioral Health Screenings:

- i. Individuals involved in the JBBS program are required to complete an evidence based behavioral health screen for each of the following five categories:
Substance Use Disorder, Mental Health, Suicide, Trauma and Traumatic Brain

Injury. This information should be used to formulate a comprehensive treatment plan to include appropriate referrals...

- ii. For individuals who are admitted to the JBBS program and are in custody more than 30 days, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

1.2 Additional Deliverables Related to Mental Health Expansion (SB 18-250)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 6, Article 1, Section 1.1, Subsection c, above, the following additional data related to Mental Health Expansion shall be collected:

- i. Whether the individual is receiving mental health services only, not SUD services (checkbox in JBBS Database).

1.3 Additional Deliverables Related to Competency Enhancement (SB 19-223)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 6, Article 1, Section 1.1, Subsection c, above, the following additional data related to Competency Enhancement shall be collected:

- i. Whether the individual is involved in the competency restoration process (checkbox in JBBS Database).
- ii. Whether the individual has returned to jail after receiving competency restoration services (checkbox in JBBS Database).

1.4 Additional Deliverables Related to Pre-Sentence Reentry Coordinator Services

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 6, Article 1, Section 1.1, Subsection c, above, the following additional data related to Pre-Sentence Reentry shall be collected:

- i. Whether the individual is pre-sentence at time of admission (checkbox in JBBS (CiviCore) Database).

1.5 Additional Deliverables Related to Jail Medication-Assisted Treatment (SB 19-008)

a. Organizational Structure. All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT

program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to cdhs JBBS@state.co.us by August 1 annually.

b. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email to cdhs JBBS@state.co.us. Contact JBBS Program Manager for additional information on creating MAT policies.

c. Barrier Reports. If Contractor does not yet deliver MAT in its jail, Contractor shall submit a report detailing the barriers Contractor is experiencing that have prevented MAT delivery in the jail. Describe the capacity or efforts needed to get the jail into compliance or ability to provide MAT in the jail, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to cdhs JBBS@state.co.us by August 1 annually.

d. Start-Up Plans. In the first year that Contractor will deliver MAT in its jail, Contractor shall submit a report of ramp-up activities that will occur in the first four months of the project via email to cdhs JBBS@state.co.us by August 1 annually.

e. Work Plan and Budget Submission/Approval. In order to access MAT funds, Contractor must submit a work plan selecting an MAT tier and describing how the funds will be used. If Contractor's proposed budget exceeds the soft cap described in its tier (described in Part Six, article 3.5 above), Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for more information, or a rejection with cause. Budgets in excess of its tier's soft cap must be approved in advance in writing by the BHA JBBS Program Manager. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.

f. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part 6, Article 1, Section 1.1, Subsection c, above. Data shall be entered in the JBBS (Civcore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

1.6 Additional deliverables related to JBBS TECHNICAL ASSISTANCE (HB 22-1326)

- a. **Work Plan.** Contractor shall provide a work plan outlining the jail's intended use for the TA funding for no later than 30 days from the date this amendment is executed. If jails decline the funding, a written explanation will be provided by 30 days from when this amendment is executed.

Table 1

Below is the deliverables table required by BHA, for each JBBS related service.

Program	Deliverable	Description	Due Date	Responsible Party	Deliver to
All	Provide annual work plan	See Part 6, Article 1, Section 1.1, Subsection a, above	By EOB April 1, for the following fiscal year	Contractor	cdhs_jbbs@state.co.us
All	BHA invoice	See Part 1, Article 3, Section 3.2, above	By 20th of following month for previous month's expenses	Contractor	cdhs_BHApayment@state.co.us
All	Report critical incidents	See Part 6, Article 1, Section 1.1, Subsection e, above	Within 24 hours of incident	Contractor	cdhs_ci_BHA@state.co.us
All	Provide JBBS annual report	See Part 6, 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 6, Article 1, Section 1.1, Subsection d, above	Quarterly	Contractor	Locations TBD
All	Send BHA copy of proposed subcontract	See Part 6, 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 6, Article 1, Section 1.1, Subsection g, above	Ongoing / as needed	BHA	Locations TBD
All	Contract Monitoring Tool	See Part 6, Article 1,	Ongoing, by the 20th of	Contractor	JBBS Program Manager

		Section 1.1, Subsection h, above	each month for all services provided during the previous month		
Mental Health Expansion (SB 18-250)	Data entry specific to SB 18-250	See Part 6, 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 6, 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 6, 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 6, Article 1, Section 1.5, Subsection a, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Policies	Part 6, 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 6, Article 1, Section 1.5, Subsection c, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Start-Up Plans	Part 6, Article 1, Section 1.5,	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us

		Subsection d, above			
JMAT (SB 19-008)	Work Plan and Budget Submission/Approval	Part 6, 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 6, 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
JBBS MAT TA (HB 22-1326)	Work Plan and Budget Submission/Approval		Within five (5) business days of plan submission	Contractor or designated subcontractor	cdhs_jbbs@state.co.us

JBBS Work Plan

1. Identify the Project Name, Purpose and Timeline

- i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, JBBS/Competency Enhancement, or JBBS/Medication Assisted Treatment (MAT).
- ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
- iii. The Timeline will be June 30, 2022 - July 1, 2023

2. Put Your Work Plan Into Context

- i. This should include an introduction and background of the facility's JBBS program.
- ii. Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution*. Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc...
- iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc...

- iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.
3. **Establish Your Goals and Objectives:** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:
- i. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
 - ii. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
 - iii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
 - iv. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
 - v. What security protocol and reporting requirements are expected from the treatment provider?
 - vi. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
 - vii. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence-based curricula?
 - viii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials, and general duties of each position.
4. **Define and Coordinate Your Resources:**
- i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
 - ii. Describe how you plan to link offenders with community services upon their release from custody.
5. **Understand Your Constraints:** Are there any obstacles that are going to get in the way of providing these services?
- i. Examine if there are any barriers to treatment within the jail? Within the community?
 - ii. If so, it is possible to address these and, if so, how do you plan to do that?

6. **Discuss Risks and Accountability:** Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.
 - i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.

The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended. Please use the template provided below to complete your work plan.



COLORADO
Office of Behavioral Health
Department of Human Services

EXHIBIT B-1, FY23 ANNUAL BUDGET

BHA Program	JBBS
Agency Name	Huerfano County
Budget Period	July 1, 2022 - June 30, 2023
Project Name	JBBS

This contract will be paid in advance terms as shown in Exhibit A, Part One, Article 4.

Program Contact, Title	Bruce Newman, Sheriff
Phone	719-738-1740
Email	brucenewman@bresnan.net
Fiscal Contract, Title	Carl Young, Financial Admin
Phone	719-738-3000 x110
Email	cyoung@huerfano.us
Date Completed	November 1, 2022

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	Funding Source	Total
Substance Use Disorder Treatment	State General Fund	65,775.00
Mental Health Treatment	State General Fund	65,775.00
Total Contract		131,550.00

General Accounting Encumbrance - Medication Assisted Treatment	
MAT Services	
GAE Total	1,690,458.00
Fentanyl Technical Assistance	
GAE Total	2,955,000.00

***GAE total for all Contractors is \$4,645,458. No minimum amount is guaranteed to Contractor. Funds are invoiced as earned per the terms of Exhibit A and the following Rate Schedule.*

JBBS RATE SCHEDULE	
Statewide Maximum Salaries	
Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.	
Licensed Therapist (LPC/LCSW/LAC/LMFT)*	\$82,400/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	\$66,950/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	\$61,800/year
Case Manager (CM) *	\$56,650/year
Certified Addiction Technician (CAT)	\$43,260/year
Physician Assistance (PA) *	\$123,600/year
MD/DO *	\$258,805/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	\$100,522/year
Pre-sentence Coordinator *	\$70,00/year
Pharmacist (Pharm-D)	\$131,933/year
Registered Nurse *	\$74,160/year
Data Entry Clerk	\$41,200/year
Peer Support Specialist	\$35,000/year
Qualified Medication Administration Person (QMAP)	\$15.50/hour
*BHA will reimburse salaries up to the state maximum	
*BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA	
Travel	
Mileage (IRS rate)	\$0.59/mile
Operating Expenses	
Maximum total percentage of contract budget	10%
Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to \$200 per clinician, per test.	
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
Indirect Expenses	

Maximum total percentage of contract budget	10%
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
RECOVERY SUPPORT SERVICES	
Allowed Services *	Additional Notes
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child
Clothing	
Educational Costs (books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of \$250.00 per person
Medications	30 day limit per person
Personal Care (e.g. haircuts)	
Phone Cards	Limit of \$15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of \$100.00 per person
Utilities	1 month limit per client
* BHA may consider other expenses pending justification from jails and written pre-approval by BHA	
MEDICATIONS	
Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.	
Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at https://www.colorado.gov/hcpf/pharmacy	
Medication	Rate
Methadone	\$18/day. Methadone treatment, including medication and integrated psychosocial and
Naltrexone (oral)	Monthly Medication Rate: \$85. Monthly Prescriber Rate: \$150
Depot-naltrexone (injectable) (Vivitrol)	\$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - mg.	\$41/month
Buprenorphine (pregnancy) - 2mg	\$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	\$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	\$80/month
Naloxone (Narcan)	Unit Cost: \$75. Prescriber Rate: \$35
Suboxone and generics	\$5.55 / unit @30 days = \$166.50 for a 2mg-0.5mg dose; range can increase from 4mg-
Buprenorphine - 8mg	\$41/month
Buprenorphine - 2mg	\$31/month
Subalocate (injectable)	\$1,376/unit; 380mg injection (extended release) per month

Revised 02_23_2022

**Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

Exhibit C-1

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. 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.

D. 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.

E. 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.

F. 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 be ratified as an amendment to the contract as soon as possible.
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.

G. 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>

- H. 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.

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 as set forth in the Contract provisions.

- B. Any subcontract for services must include, at a minimum, the following:
 - 1. A description of each partner's participation
 - 2. Responsibilities to the program (policy and/or operational)
 - 3. 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.
 - 4. A copy of this Contract and all its terms and conditions.
- 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. 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.

Jail Based Behavioral Health Services (JBBS) Program Work Plan
Fiscal Year 2022-2023

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