# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** JBBS Contract & Intergovernmental Agreement

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:** **Term Ends:** **Grant Contract #:**

**Summary:**

JBBS Contract & Intergovernmental Agreement

**Fiscal Impact:**

**Submitted by:** Liz Mense for Clayton Curtis; SO **Submitter's Email Address:** EMense@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:
The costs to serve eligible Gunniosn County clients will be paid by Grantee, Montrose County. No fiscal impact to Gunnison County as revenues and expenditurs won't run through our books. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/7/2019

**County Attorney Review:** (●) Required ( ) Not Required

Comments:
ok db 6/13/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/13/2019 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/13/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/18/2019

*Revised April 2015*

**19 IHJA 127283**
eClearance: **1904971**

# STATE OF COLORADO
# DEPARTMENT OF HUMAN SERVICES CONTRACT

## SIGNATURE AND COVER PAGES

| | |
|---|---|
| **State Agency**<br>Colorado Department of Human Services<br>Office of Behavioral Health | **Contractor**<br>Montrose County Colorado for the use and benefit of Montrose County Sheriff's Office<br>Contractor's State of Incorporation: Colorado |
| **Contract Maximum Amount**<br>Initial Term<br>State Fiscal Year 2019 $165,306.00<br>State Fiscal Year 2020 $507,458.00<br><br>Extension Terms<br>None<br><br>Maximum Amount for All Fiscal Years $672,764.00 | **Contract Performance Beginning Date**<br>The later of the Effective Date or May 01, 2019<br><br>**Initial Contract Expiration Date**<br>June 30, 2020<br><br>Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five (5) Years from its Performance Beginning Date. |
| **Pricing/Funding**<br>Price Structure: Cost Reimbursement<br>Contractor shall invoice: Monthly<br>Fund Source: 100% State Funded | **Options**<br>The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v:<br>Option to Extend Term per §2.C: Yes<br>Option to Increase or Decrease Maximum Amount per §5.B.v: Yes |
| **Insurance**<br>Contractor shall maintain the following insurance if indicated with "Yes," as further described in §12:<br><br>Worker's Compensation: Yes<br>General Liability: Yes<br>Automobile Liability: **Yes**<br>Protected Information: **Yes**<br>Professional Liability Insurance: **No**<br>Crime Insurance: **No** | **Miscellaneous**<br>Authority to enter into this Contract exists in: C.S.R. 27-60-106.<br>Law-Specified Vendor Statute (if any): N/A<br>Procurement Method: Exempt<br>Solicitation Number (if any): Intergovernmental - County contract |
| **State Representative**<br>Carie Gaytan, Director of Finance<br>Office of Behavioral Health<br>Department of Human Services<br>3824 West Princeton Circle, Bldg. 15<br>Denver, Colorado 80236<br>(303) 866-7944 / carie.gaytan@state.co.us | **Contractor Representative**<br>Gene Lillard, Sheriff<br>Montrose County Colorado for the use and benefit of Montrose County Sheriff's Office<br>1200 N. Grand Avenue<br>Montrose, Colorado 81401<br>(970) 252-4023 / sheriff@montrosecounty.net |

**Exhibits**

The following Exhibits are attached and incorporated into this Contract:
Exhibit A - Statement of Work
Exhibit B - Budget
Exhibit C - Work Plan
Exhibit D - HIPAA Business Associate Agreement
Exhibit E - Miscellaneous Provisions
Exhibit F - Recovery Support Services
Exhibit G - Application Process

**Contract Purpose**

The purpose of this contract is to 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.

**Signature Page begins on next page →**

## THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

| **CONTRACTOR**<br>Montrose County Colorado for the use and benefit of<br>Montrose County Sheriff's Office<br><br>Gene Lillard<br>By: Gene Lillard, Sheriff<br>Date: 4/16/2019 | **STATE OF COLORADO**<br>Jared Polis, Governor<br>Department of Human Services<br>Michelle Barnes, Executive Director<br><br>By: Carie Gaytan, Director of Finance<br>Office of Behavioral Health<br>Date: |
|---|---|
| 2nd State or Contractor Signature if Needed<br><br>By: Name & Title of Person Signing for Signatory<br>Date: | **LEGAL REVIEW**<br>Cynthia H. Coffman, Attorney General<br><br>By:<br>Assistant Attorney General<br>Date: |

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**

By:
Clint Woodruff / Andrea Eurich

Effective Date:

-- Signature and Cover Pages End --

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## 1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.

## 2. TERM AND EFFECTIVE DATE

**A.** Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

**B.** Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

**C.** Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§21** "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

**D.** End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

**E.** Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i.**

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§15.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made.

Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

## 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

**A.** "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

**B.** "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.

**C.** "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

**D.** "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

**E.** "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

**F.** "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

**G.** **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

**H.** **"End of Term Extension"** means the time period defined in **§2.D**.

I. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. **"Extension Term"** means the time period defined in **§2.C.**

L. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

M. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

N. **"Initial Term"** means the time period defined in **§2.B**.

O. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

P. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

Q. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

R. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. "**Services**" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Y. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

**Z.** "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

**AA.** "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## 4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

## 5. PAYMENTS TO CONTRACTOR

**A.** Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

**B.** Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on

delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§21** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

## 6. REPORTING - NOTIFICATION

**A.** Quarterly Reports.

In addition to any reports required pursuant to **§17** or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and

standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

**B.** Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in **§15**.

**C.** Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§15** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

## 7. CONTRACTOR RECORDS

**A.** Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

**B.** Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C.** Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

**D.** Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

## 8. CONFIDENTIAL INFORMATION-STATE RECORDS

**A.** Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

**B.** Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

**C.** Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and

monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D.** Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

**E.** Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

**F.** Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

## 9. CONFLICTS OF INTEREST

**A.** Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

**B.** Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written

approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

**C.** Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

**D.** Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

## 10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

**A.** General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

**B.** Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

**C.** Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

**D.** Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

**E.** Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

**F.** Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

**G.** Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

**H.** Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§15** within 7 days of Contractor's receipt of such notice.

**I.** Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**J.** Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**K.** Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

## 11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the

Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

## 12. REMEDIES

**A.** State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary

to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

**B.** Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§11** and the dispute resolution process in **§13**, shall have all remedies available at law and equity.

## 13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the state to be contrary to the public interest or the State's best interest.

## 14. DISPUTE RESOLUTION

**A.** Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

**B.** Resolution of Controversies

If the initial resolution described in **§14.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## 15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## 16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

**A.** Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

**B.** Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

**C.** Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## 18. GENERAL PROVISIONS

**A.** Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

**B.** Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

**C.** Binding Effect

Except as otherwise provided in **§18.A.**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

**D.** Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

**E.** Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**F.** Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**G.** Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

**H.** Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

**I.** Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

**J.** Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

**K.** Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).

ii. Colorado Special Provisions in **§19** of the main body of this Contract.

iii. The provisions of the other sections of the main body of this Contract.

iv. Any other Exhibit(s) shall take precedence in alphabetical order.

**L.** External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

**M.** Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

**N.** Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

**O.** Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

**P.** Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.A.,** this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

**Q.** Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**R.** CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**S.** Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

**T.** Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term

of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

**U.** Indemnification

i. Applicability

This entire **§18.U** does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

## 19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

### A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

### B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental

Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the

term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[***Not applicable to intergovernmental agreements***] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.**

***[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]*** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a

Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHSmay terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

### L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

## 20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

### A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

### B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

### C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

### D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

**E. Criminal Background Check**

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and DHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

**F. Fraud Policy**

Contractor shall comply with the current CDHS Fraud Policy.

**G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)**

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

## REST OF PAGE INTENTIONALLY LEFT BLANK

## 21. SAMPLE OPTION LETTER (IF APPLICABLE)

| | |
|---|---|
| **State Agency**<br>Insert Department's or IHE's Full Legal Name | **Option Letter Number**<br>Insert the Option Number (e.g. "1" for the first option) |
| **Contractor**<br>Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc... | **Original Contract Number**<br>Insert CMS number or Other Contract Number of the Original Contract |
| **Current Contract Maximum Amount**<br>Initial Term<br>State Fiscal Year 20xx $0.00<br>Extension Terms<br>State Fiscal Year 20xx $0.00<br>State Fiscal Year 20xx $0.00<br>State Fiscal Year 20xx $0.00<br>State Fiscal Year 20xx $0.00<br>Total for All State Fiscal Years $0.00 | **Option Contract Number**<br>Insert CMS number or Other Contract Number of this Option<br><br>**Contract Performance Beginning Date**<br>Month Day, Year<br><br>**Current Contract Expiration Date**<br>Month Day, Year |

1. **OPTIONS:**
   - **A.** Option to extend for an Extension Term
   - **B.** Option to change the quantity of Goods under the Contract
   - **C.** Option to change the quantity of Services under the Contract
   - **D.** Option to modify Contract rates
   - **E.** Option to initiate next phase of the Contract
2. **REQUIRED PROVISIONS:**
   - **A.** **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
   - **B.** **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
   - **C.** **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
   - **D.** **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
   - **E.** **For use with all Options that modify the Contract Maximum Amount:** 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 above.
3. **OPTION EFFECTIVE DATE:**
   - **A.** The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

| | |
|---|---|
| **STATE OF COLORADO**<br>John W. Hickenlooper, Governor<br>INSERT-Name of Agency or IHE<br>INSERT-Name & Title of Head of Agency or IHE<br><br>SAMPLE ONLY – DO NOT SIGN<br>By: Name & Title of Person Signing for Agency or IHE<br><br>Date: SAMPLE ONLY – DO NOT SIGN | In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.<br>**STATE CONTROLLER**<br>**Robert Jaros, CPA, MBA, JD**<br><br>SAMPLE ONLY – DO NOT SIGN<br>Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval<br><br>Option Effective Date: SAMPLE ONLY – DO NOT SIGN |

# EXHIBIT A., STATEMENT OF WORK

## Jail Based Behavioral Health Services – Mental Health Expansion

### Background & Overview

The Office of Behavioral Health (OBH) 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 shorter jail sentences and decreased recidivism through better identification and treatment of behavioral health needs.

The focus of the existing JBBS programs is to provide screening, assessment and treatment for substance use disorders and co-occurring substance use and mental health disorders, as well as transition case management services to people who need such services while they are in jail.

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 July 2015, there are JBBS programs in 44 county jails across the State of Colorado.

### Additional Mental Health Funding

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Senate Bill 18-250 also allocated additional funding 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 Departments that currently operate JBBS programs, as well as new applicants are eligible to apply for these funds. Specifically, Sheriff 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 Departments.

In accordance with the legislation, all funds are to be used to provide behavioral health services for adults (18 years of age and older) with mental health disorders or co-occurring substance use and mental health disorders. To carry out the JBBS program, Sheriff 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 releasing from jail to free or low cost services in the community.

The Statement of Work below includes some, though not necessarily all, of the requirements that the Contractor will need to fulfill as a participant of the JBBS program.

## Article 1
## Programmatic Activities and Services

1.1 Target Population & Eligibility Criteria: The program services are intended for individuals at county jails who are in need of behavioral health services. The Contractor shall develop eligibility criteria and program policies to identify individuals who will be referred to the program services. The Contractors may expand eligibility criteria to meet specific community needs. Clients who are in the jail facility for more than 30 days and are admitted to the JBBS program will require a Level of Supervision Inventory- LSI/LSI-R risk assessment. The service plan shall incorporate the findings from the risk assessment.

The funds from this contract must be used to provide the provisions of mental health services to individuals who are in the jail and have been court ordered to the Colorado Department of Human Services to receive competency restoration services. The funds are not limited to this population; however this population must be prioritized among the individuals receiving services funded by this contract.

1.2 JBBS Program Coordination Group: The Contractor shall develop a process for *implementing a Program Coordination Group 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. The OBH Manager, Jail and Criminal Justice Mental Health Programs will be available to attend periodic Program Coordination Group meetings for technical assistance and support based on agency need. The Program Coordination Group shall:

a. Oversee program implementation
b. Make training recommendations
c. Measure the program's progress toward achieving stated goals
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 staffs have the resources and support required for service provision.
g. In multi-county partnership JBBS Programs, a sheriff department representative from each county is required to participate in the JBBS Program Coordination Group. This program model approach will require regular meetings to discuss the program implementation and program effectiveness for each jail. The Program Coordination Group is responsible for ensuring the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

A program "champion" shall be identified at each jail from the Sheriff's Department staff to serve as the agency representative on the Program Coordination Group. The program "champion" shall be someone in a position of authority within their agency and have a demonstrated commitment to the JBBS Program.

1.3 Services: The Contractor shall 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.

**Services # a - e are required to be provided at all jails in order to be eligible for these funds.**

a. Brief Screening of all individuals booked in the jail facility for *mental health and substance use disorders and suicide risk* within 48 hours of booking/intake at the facility, utilizing the following evidence-based standardized tools:

   - **Brief Jail Mental Health Screen:** https://www.prainc.com/wp-content/uploads/2015/10/bjmhsform.pdf

   - **Screening Instrument for Substance Use:** www.bhevolution.org/public/document/ssi-aod.pdf

   - **Training guide link for Simple Screening Instrument:** https://www.ncjrs.gov/pdffiles1/Digitization/152987NCJRS.pdf

   - **Columbia Suicide Severity Rating Scale:** https://docs.google.com/document/d/13W_tIOPbio08TwpckQt6SjzWE3B8L3ugAVJEXveM8bM/edit?usp=sharing

   - **Training and resource link for Columbia Suicide Severity Rating Scale:** http://cssrs.columbia.edu/the-columbia-scale-c-ssrs/cssrs-for-communities-and-healthcare/#filter=.general-use.english

b. Assess all individuals booked into the jail facility for substance use withdrawal symptoms and develop protocols for medical detoxification monitoring procedures.
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 all psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103;
e. Assist in the provision of coordinated services for individuals in jail custody who may require competency restoration services
f. 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 facility;
g. Jails are encouraged to seek partnerships with Opiate Treatment Providers and create policies and procedures to provide Methadone or other FDA approved MAT services. Due to the heroin and opioid use prevalence in the state and across the country; jails demonstrating

willingness to partner with local resources to provide Medication Assisted Treatment (MAT) to individuals in the jails will be given priority. [1]

The Contractor shall determine the most effective process to partner with community based clinical providers to ensure the following services are available to individuals in jail custody.

1.4 Memorandum of Understanding (MOU) or Subcontract with Treatment Providers: The Contractor shall develop MOUs or subcontracts with treatment providers to ensure that the services listed in provision 1.4 of this Article are available to individuals in jail custody.

The MOUs or Subcontracts shall include the following:

a. **Data Sharing Agreements**: The Contractor shall ensure a data sharing Business Associates Agreement is developed between the partner agencies. The data sharing agreement shall address client confidentiality as set forth under 42 C.F.R. Part 2 and HIPAA law and regulations. A Business Associate Agreement to share assessments and screenings is required for any program that has more than one treatment subcontractor agency rendering services in the jail.
b. **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.
c. **Program Manager:** The Contractor shall select a JBBS Program Manager, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Manager's contact information shall be communicated via email to the Office of Behavioral Health within one business day of change to kerry.krause@state.co.us.

OBH prefers that a staff person from the Sheriff's Department assume the role of Program Manager. The Program Manager shall be well versed in the JBBS Program, including contractual requirements. The Program Manager shall also participate in the JBBS Quarterly Meetings, and shall oversee the JBBS Program and its operations. The Sheriff Department is encouraged to account for this administrative position in their budget.

1.5 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

[1] Note: OBH is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

of agencies' roles and responsibilities, law enforcement issues, program policies and procedures, information sharing, safety and other opportunities to see policies translated into action.

a. Program Orientation: The Contractor shall attend a mandatory orientation session with the OBH Program Manager and Fiscal Staff in Denver upon execution of the contract.
b. Program Meetings and Required Trainings: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract.

1.6 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.

1.7 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.

1.8 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.

1.9 Critical Incidents: The Contractor shall share the following information with the Office of Behavioral Health via an encrypted email to cdhs_ci_obh@state.co.us if a critical incident occurs during a session or in the presence of clinical staff funded by the JBBS funds within 24 hours of the time the incident occurs:

a. Name of participant involved;
b. Date and time of incident;
c. Location of the incident;
d. The nature of the incident;
e. How the incident was resolved;
f. Name[s] of staff present; and
g. Whether the incident resulted in any physical harm to the participant or any staff.

1.10 Project Work Plan: Each program must develop a 24-month Project Work Plan. A Project Work Plan identifies measurable goals and objectives, a timeline for the project (including primary phases of implementation and the implementation milestones associated with each phase), activities and services, and the processes and responsible parties necessary to accomplish the goals and objectives. For definitions and examples of goals see Exhibit A. Clearly detail pre-implementation or ramp-up activities occurring in the first four (4) months of the project.

1.11 Recovery Support Services: Programs may budget for wraparound resources which may include work clothes, shoes, or basic need purchases that will assist in stabilizing the client in the community. An approved list of Recovery Support Services can be found in Exhibit F.

## Article 2
## Provider Qualifications and Requirements

2.1 Substance Use Disorder Treatment Provider: The subcontracted substance use disorder treatment provider must be licensed by the Office of Behavioral Health to provide specialty services for individuals involved in the criminal justice system. The agency license number for the office location must be submitted in the work plan. Drug Alcohol Coordinated Data System (DACODs) and Colorado Client Assessment Record (CCARs) shall be submitted under the license number for the location closest to the jail.

2.2 All other subcontracted clinical providers shall be required to follow the professional scope of practice as authorized by the Department of Regulatory Agencies.

## Article 3
## Payment

3.1 This contract will result in a cost reimbursement contract for the awardees. Costs are expenses related to the services provided to meet the project requirements. The contractor will be reimbursed for allowable costs, less revenue offsets to other payer funding sources, incurred and directly related to the work performed to meet the deliverables or goals specified in the contract.

3.2 Payment invoices: The contractor shall submit invoices in the format template provided to OBH on a monthly basis within 20 days following the end of the reporting period. All payment requests shall be submitted electronically to cdhs_obhpayment@state.co.us. The contractor shall maintain adequate supporting documentation for all costs claimed on invoices for reimbursement. The State has up to 45 days to make invoice payments. Consequently, the contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

3.3 Payment funds: Payment Funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose. Funds cannot be used for the acquisition of real property or new construction.

## Article 4
## Monitoring, Compliance, and Evaluation

4.1 Site Visits: The OBH Manager, Jail and Criminal Justice Mental Health Programs staff shall conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic basis.

4.2 Quarterly Meetings: The Contractor Program Champion shall attend quarterly meetings hosted by the OBH Manager, Jail and Criminal Justice Mental Health Programs for the purpose of communication and collaboration on project goals and updates. Within the meeting venue the contractor shall receive program updates from OBH and be required to update OBH on program progress regarding efficacy statistics informing implementation efforts. It is recommended that the program champion bring a staff representative from the subcontracted treatment provider to share information regarding the services provided.

4.3 Quarterly Reporting: The contractor shall provide relevant program information and data by submitting quarterly progress reports 20 days after the end of a quarter to OBH. Describe the process to ensure that quarterly progress reports are submitted by the deadline.

The Contractor shall comply with and participate in any additional monitoring, compliance, and evaluation activities deemed necessary.

## Article 5
## Deliverables

The Contractor shall submit to OBH via cdhs_deliverablesOBH@state.co.us the following deliverables unless otherwise specified.

| *Due Date* | *Activity* |
|---|---|
| Quarterly – 30 days after the end of a quarter | Submit Quarterly Progress Report using template provided by OBH |
| Monthly | Database: All agencies are required to input client information and services data into the Jail-Based Behavioral Health Services database online using the following URL: https://fw.civicore.com/jbbhs Agencies will need access to login.<br>Data for each quarter must be current by the 15th of the month following the end of each quarter to allow Office staff to pull data queries.<br>Licensed SUD treatment providers will be required to submit DACODS and CCAR data (or the Data Integration Initiative equivalent, as advised by OBH) for all services offered in jails with these funds. When these clients engage in services after release from jail, the community provider who delivers services will be required to submit documentation according to their community behavioral |

| | |
|---|---|
| | health service contracts. |
| Upon execution of subcontracts | Submit copy of subcontract/MOUs to Program Manager. These will be kept in the contract folder |
| Work Plan and Budget for Option Letter Renewal | On or before April 15 annually for contract term. |

## Article 6
## Performance Measures

6.1 The Contractor shall gather and submit to OBH data, and other supporting materials as requested, regarding the following:

a. Prevalence data gathered from administering mental health, substance use disorder and suicide risk assessment;
b. Number of critical incidents at the jail involving individuals with a behavioral health positive screen;
c. Basic demographic information about the persons receiving services with these funds
d. Numbers of clients served;
e. The types and quantities of services delivered;
f. Number and percentage who successfully transition to community based services upon release; and
e. Program discharge outcomes.

COLORADO
Office of Behavioral Health

# Colorado Department of Human Services
## Office of Behavioral Health
### FY19 ANNUAL BUDGET

| Program | JBBS |
|---|---|

| | |
|---|---|
| Agency Name | Montrose County Sheriff's Department |
| Budget Period | April 1, 2019 through June 30, 2019 |
| Project Name | Expanded Jail Based Services Program |

| | |
|---|---|
| Program Contact Name, Title | Dave Waker, Sergeant |
| Phone | (970) 252-4023 |
| Email | dwaker@montrosecounty.net |
| Fiscal Contract Name, Title | Cindy Dunlap, Finance Director |
| Phone | (970) 252-5077 |
| Email | cdunlap@montrosecounty.net |
| Date Completed | March 1, 2019 |

**All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.**

**EXPENDITURE CATEGORIES**

| Jail Personnel Services<br>Salaried and Hourly Employees | | | | | Annual Budget |
|---|---|---|---|---|---|
| Position Title | Description of Work | Gross or Annual Salary | Fringe | Percent of Time on Project | Total Amount Requested from OBH |
| Program Manager | This individual serves as a liaison between Sheriffs' departments, jails, and clincal staff and helps to monitor expenditures and to ensure that the program goals and objectives are met and that the program works for all the jails in the catchment area. The Program Manager will attend all meetings, set up those meetings, gather and report data, and monitor deliverables. | $ 15,000 | $ 5,400 | 50% | $ 10,200.00 |
| | | | | | $ - |
| | | | | | $ - |
| | | | | **Total Jail Personnel (including fringe benefits)** | **$ 10,200.00** |

| Contractors/Consultants (payments to third parties or entities) | | | | Annual Budget |
|---|---|---|---|---|
| Name | Description | Rate | Quantity | Total Amount Requested from OBH |
| The Center for Mental Health | Personnel | $ 58,371.00 | 1 | $ 58,371.00 |
| Correctional Health Partners | Program administration inside the Montrose County jail. | $ 1,117.50 | 4 | $ 4,470.00 |
| The Center for Mental Health | Administrative | $ 3,000.00 | 1 | $ 3,000.00 |
| | | | | $ - |
| | | | | $ - |
| | | | **Total Contractors/Consultants** | **$ 65,841.00** |

| Travel | | | | Annual Budget |
|---|---|---|---|---|
| Item | Description of Item | Rate | Quantity | Total Amount Requested from OBH |
| Mileage | | $ 0.58 | 1322 | $ 766.76 |
| Meals | | $ 20.00 | 12 | $ 240.00 |
| Lodging | | $ 100.00 | 4 | $ 400.00 |
| | | | | $ - |
| | | | Total Travel | $ 1,406.76 |

| Supplies & Operating Expenses | | | | Annual Budget |
|---|---|---|---|---|
| Item | Description of Item | Rate | Quantity | Total Amount Requested from OBH |
| Office supplies and postage | | $ 50 | 3 | $ 150 |
| Office Equipment | | $ 1,000 | 3 | $ 3,000 |
| Laptop | | $ 1,000 | 3 | $ 3,000 |
| | | | | $ - |
| | | | | $ - |
| | | | Total Supplies & Operating Expenses | $ 6,150 |

| Recovery Services | | | | Annual Budget |
|---|---|---|---|---|
| Item | Description of Item | Rate | Quantity | Total Amount Requested from OBH |
| Psychiatric Medications | | $ 225.00 | 120 | $ 27,000.00 |
| Recovery Supports | | $ 248.00 | 160 | $ 39,680.00 |
| | | | | $ - |
| | | | | $ - |
| | | | Recovery Services | $ 66,680.00 |

| Administrative Services | | | | Annual Budget |
|---|---|---|---|---|
| Item | Description of Item | Rate | Quantity | Total Amount Requested from OBH |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | Administrative Services | $ - |
| | | | TOTAL DIRECT COSTS (TDC) | $ 150,277.76 |

| Less: Expenses per OMB 2CFR § 200 | |
|---|---|
| Rent | $ - |
| Equipment | $ - |
| Other Unallowable Expenses | $ - |
| Total Expenses per OMB 2CFR § 200 | $ - |
| *MODIFIED TOTAL DIRECT COSTS (MTDC)* | $ 150,277.76 |

| Indirect Costs<br>[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached] | | | Annual Budget |
|---|---|---|---|
| Item | Description of Item | Percentage | Total Amount Requested from OBH |
| 10% Indirect rate of County Jail direct cost: | | 10.00% | $ 15,027.78 |
| | | **Total Indirect** | **$ 15,027.78** |
| | | **TOTAL**<br>Total amount will round | **$ 165,306.00** |

The Parties may mutually agree, in writing, to modify the Budget administratively using an OBH Budget Reallocation form

COLORADO
Office of Behavioral Health
Department of Human Services

# Colorado Department of Human Services
## Office of Behavioral Health
### FY20 ANNUAL BUDGET

| Program | JBBS |
|---|---|

| | |
|---|---|
| Agency Name | Montrose County Sheriff's Department |
| Budget Period | July 1, 2019 through June 30, 2020 |
| Project Name | Expanded Jail Based Services Program |

| | |
|---|---|
| Program Contact Name, Title | Dave Waker, Sergeant |
| Phone | (970) 252-4023 |
| Email | dwaker@montrosecounty.net |
| Fiscal Contract Name, Title | Cindy Dunlap, Finance Director |
| Phone | (970) 252-5077 |
| Email | cdunlap@montrosecounty.net |
| Date Completed | March 1, 2019 |

**All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.**

**EXPENDITURE CATEGORIES**

| Jail Personnel Services<br>Salaried and Hourly Employees | | | | | Annual Budget |
|---|---|---|---|---|---|
| Position Title | Description of Work | Gross or Annual Salary | Fringe | Percent of Time on Project | Total Amount Requested from OBH |
| Program Manager | This individual serves as a liaison between Sheriffs' departments, jails, and clincal staff and helps to monitor expenditures and to ensure that the program goals and objectives are met and that the program works for all the jails in the catchment area. The Program Manager will attend all meetings, set up those meetings, gather and report data, and monitor deliverables. | $ 60,000 | $ 21,600 | 50% | $ 40,800.00 |
| | | | | | $ - |
| | | | | | $ - |
| | | | | **Total Jail Personnel (including fringe benefits)** | **$ 40,800.00** |

| Contractors/Consultants (payments to third parties or entities) | | | | Annual Budget |
|---|---|---|---|---|
| Name | Description | Rate | Quantity | Total Amount Requested from OBH |
| The Center for Mental Health | Personnel | $ 233,485.00 | 1 | $ 233,485.00 |
| Correctional Health Partners | Program administration inside the Montrose County jail. | $ 4,470.00 | 4 | $ 17,880.00 |
| The Center for Mental Health | Administrative | $ 12,000.00 | 1 | $ 12,000.00 |
| | | | | $ - |
| | | | | $ - |
| | | | **Total Contractors/Consultants** | **$ 263,365.00** |

| Travel | | | | Annual Budget |
|---|---|---|---|---|
| Item | Description of Item | Rate | Quantity | Total Amount Requested from OBH |
| Mileage | | $ 0.58 | 2022 | $ 1,172.76 |
| Meals | | $ 20.00 | 12 | $ 240.00 |
| Lodging | | $ 100.00 | 4 | $ 400.00 |
| | | | | $ - |
| | | | | $ - |
| | | | Total Travel | $ 1,812.76 |

| Supplies & Operating Expenses | | | | Annual Budget |
|---|---|---|---|---|
| Item | Description of Item | Rate | Quantity | Total Amount Requested from OBH |
| Office supplies and postage | | $ 50 | 12 | $ 600 |
| Office Equipment | | $ 1,000 | 2 | $ 2,000 |
| Laptop | | $ 1,000 | 2 | $ 2,000 |
| | | | | $ - |
| | | | | $ - |
| | | | Total Supplies & Operating Expenses | $ 4,600 |

| Recovery Services | | | | Annual Budget |
|---|---|---|---|---|
| Item | Description of Item | Rate | Quantity | Total Amount Requested from OBH |
| Psychiatric Medications | | $ 233.00 | 300 | $ 69,900.00 |
| Recovery Supports | | $ 326.00 | 248 | $ 80,848.00 |
| | | | | $ - |
| | | | | $ - |
| | | | Recovery Services | $ 150,748.00 |

| Administrative Services | | | | Annual Budget |
|---|---|---|---|---|
| Item | Description of Item | Rate | Quantity | Total Amount Requested from OBH |
| | | | | $ - |
| | | | | $ - |
| | | | Administrative Services | $ - |
| | | | TOTAL DIRECT COSTS (TDC) | $ 461,325.76 |

| Less: Expenses per OMB 2CFR § 200 | |
|---|---|
| Rent | $ - |
| Equipment | $ - |
| Other Unallowable Expenses | $ - |
| Total Expenses per OMB 2CFR § 200 | $ - |
| *MODIFIED TOTAL DIRECT COSTS (MTDC)* | $ 461,325.76 |

| Indirect Costs<br>[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached] | | | Annual Budget |
|---|---|---|---|
| Item | Description of Item | Percentage | Total Amount Requested from OBH |
| 10% Indirect rate of County Jail direct cost: | | 10.00% | $ 46,132.58 |
| | | **Total Indirect** | **$ 46,132.58** |
| | | **TOTAL**<br>Total amount will round | **$ 507,458.00** |

The Parties may mutually agree, in writing, to modify the Budget administratively using an OBH Budget Reallocation form

# EXHIBIT C., WORK PLAN

## Jail Based Behavioral Health Services

**ACTIVITIES AND SERVICES:**

1. Describe the following components of the JBBS program in FY 19-20 including a:
    a. JBBS Program Coordination Group.

The JBBS Program Coordination Group, for the counties of Delta, Gunnison, Montrose, and San Miguel, will be composed of JBBS champions with at least one coming from each of the four Sheriff's Departments represented in this response. Each champion will have decision making authority and the ability to meet at regular intervals to ensure the fulfillment of the required obligations and deliverables. The JBBS Coordination Group will oversee program implementation, make training recommendations, measure the program's progress toward achieving the stated goals of the work plan, resolve any challenges to program effectiveness, develop policies and protocols to ensure clinical staff have the resources and support required for service provision, to inform the OBH Manager and Jail and Criminal Justice Mental Health Programs of the successes and challenges of the program, meet regularly to discuss the program implementation and effectiveness, and to ensure that the needs of each participating jail are being met by the available resources through the grant and the Center for Mental Health, the subcontracted service provider.

b. County/counties in the program partnership.

The program partnership will consist of the counties of Delta, Gunnison, Montrose, and San Miguel and the Sheriffs who represent the people of each respective county.

c. Subcontracted staff or treatment agencies to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

The subcontracted treatment agency will be the Center for Mental Health (the Center) as the Center's services cover all four counties stated above plus the two counties, Hinsdale and Ouray, who lack jails and have contracts with Montrose and Gunnison to house individuals arrested in their counties. As a comprehensive behavioral healthcare provider, the Center provides the required services of the Expanded JBBS program and is the contracted provider in the original JBBS program.

d. Screening process at booking for mental health, substance use disorders and suicide risk.

Every individual booked into the respective jail facility will be screened within 48 hours for mental health and substance use disorders and suicide risk, utilizing: The Brief Jail Mental

Health Screen; the Simple Screening Instrument for Alcohol and Other Drugs (SSI-AOD); and the Columbia Suicide Severity Rating Scale. A positive screen in either one or more than one category will result in an individual being referred into services or for further evaluation.

e. Summary of the continuum of services needed and to be offered at the jail (see Scope of Work for allowable services pursuant to SB18-250).

All individuals booked into the respective county jail facility will be monitored for substance use withdrawal symptoms. In addition, each will be screened within the first 48 hours for mental health, substance use disorders, and suicide risk. All individuals will be assessed for psychiatric medication needs by requesting and reviewing medical and prescription history. Psychiatry services will be provided to incarcerated individuals and medications will be provided to those who need them based on the approved medication formulary. Pending the outcome of screenings and individual inmate need, coordinated services will be provided to each individual while they are incarcerated. The Center for Mental Health will assist in the provision of coordinated services for individuals in jail custody who may require competency restoration services. These services are developing and are currently unavailable in the catchment area. Competency restoration services may not be available immediately upon funding award and may need time and resources before they become viable.

The Center currently offers Medication Assisted Treatment (MAT) services as do some additional local providers. Through the subcontracted services in the jails, those services will be provided.

Prior to the release of the individual, clinical staff will make concrete arrangements for the individual to continue with behavioral health and medical services at the most convenient community location so that services are not interrupted.

Using the risk/need/responsivity model, clinical staff will determine additional risk factors such as financial issues, family dynamics, housing instability, low literacy levels, lack of transportation and others. From that determination, a decision will be made as to the continuum of care for the individual once the individual is released to the community. Knowing that health and social disparities impact the individual's likelihood of successfully living in the community, wrap-around needs will be carefully examined and determined while the individual is still incarcerated.

While working with clinical staff and knowing the outcome of risk factor assessments, case managers will ensure that all possible barriers to successful community living for the individual are removed. Recovery support services will be different for each community and may include: emergency housing with a 90 day limit, medications with a 30 day limit with schedule II meds filled not to exceed seven days at a time, application fees for ID or birth certificate one per client, bus pass or gas vouchers not to exceed one month of bus passes or $30 for vouchers, basic hygiene items not to exceed $15, phone cards not to exceed $15, GED program and testing as available in the community, job placement training as part of the supported employment grant

administered by the Center for Mental Health, medical assistance for copays, testing not to exceed $250, clothing vouchers not to exceed $100, personal hygiene care not to exceed $20, UA/BAs not to exceed $100, transportation to residential treatment if required and not to exceed $1,200, connections to food banks and food kitchens, utilities with a one month limit, and child care with a one month limit.

f. Staff allocations for the services listed in e.

As to staffing allocations, there will be a .50 (FTE) Program Manager as staff of the applicant to oversee implementation and efficacy of the program and a .50 Program Coordinator representing clinical staff to work with the Program Manager to ensure services are as expected, .55 FTE psychiatric nurse practitioner, .55 FTE medical case manager, .50 FTE clinician, and 1.2 FTE case managers. These FTE are in addition to existing personnel currently providing jail-based care and services and will be allocated as follows: 1.) .55 FTE psychiatric nurse practitioner with time to be split: .20 FTE for Delta; .20 FTE for Montrose; .10 FTE for Gunnison; and .05 FTE for San Miguel; 2.) .55 FTE medical case manager with time to be split: .20 FTE for Delta; .20 FTE for Montrose; .10 FTE for Gunnison; and .05 FTE for San Miguel; 3.) an additional .5 FTE clinical staff with time to be split: .25 FTE for Gunnison; .25 FTE for San Miguel; 4.) an additional 1.2 FTE case management staff with time to be split: .25 FTE for Delta; .25 for Gunnison; .50 FTE for Montrose; and .20 FTE for San Miguel.

Description of the modality of services.

All services will be delivered in a recovery model while working with a person's strengths. Modality of services will include Cognitive Behavioral Therapy, Motivational Interviewing, Wellness Self-Management Plus, Solution Focused Brief Therapy, Anger Management, Prolonged Exposure, Cognitive Processing Therapy, and aspects of Dialectical Behavioral Therapy. Each individual will have the right to receive services which are suited to their individual needs. Each will have the right to receive culturally appropriate care and interpreter services for clients with communication disabilities and needs. Each individual will have the right to be free from discrimination on the basis of race, religion, gender, age, disability, health status, or sexual orientation. Client Rights and Privacy Notice documents will be given to each client at the time they are admitted into the program where they are reviewed and signed. Consumers will be informed verbally and in writing about the Center's grievance procedures and guidelines. Each client will also be given the name and telephone number of the Consumer Advocate and the State Grievance Board. The jails will also provide adaptive technologies for inmates with disabilities.

The presenting problem, diagnosis, treatment plan, therapy notes, medication adherence and effectiveness, treatment team members, and recovery progress will all become an imperative part of an individual's care and electronic health record.

g. Frequency and duration of services

Frequency and duration of services will vary with the diagnosis. Services provided in the jails, in addition to what is currently available, will include psychiatric services primarily via telepsychiatry or in person, individual and group therapy, case management, education and support, treatment contact, coordination of care with jail staff, coordination of care with the Center's team along with probation, parole, and the department of human services. Individuals with a mental illness diagnosis or a substance use disorder diagnosis will receive individual services at least weekly or bi-weekly in 30 to 60-minute sessions; and/or group sessions lasting one and a half to two hours for as long as there is a medical necessity. In person or telepsychiatry services as well as medical case management services will be offered in each jail on differing schedules depending on need. The initial psychiatric evaluation will last 60 minutes with 30-minute follow up sessions which can shorten to 20-minute sessions if the individual is stable. Those individuals who screen positive for suicidality will be monitored closely and enrolled in appropriate and timely care. Behavioral health staff will work closely with jail staff to ensure that the individual remains safe while working to gain stabilization of their symptoms.

To ensure the continuum of care, individuals enrolled in services in the jail will be enrolled with the Center for Mental Health at a location convenient to the individual upon release from jail. The case manager will begin working with the individual no later than two weeks prior to release to ensure the individual is enrolled in care, that they have the wrap-around services needed to help ensure their stable and successful reentry into their community.

i. Availability of services during the week and hours of operation

Availability of services during the week and hours of operation will differ according to the jail location and will occur according to the following schedule:

**Delta**: Four hours weekly medical services clinic; four hours weekly for the services of a medical case manager; therapy and substance use disorder services every day from 8:00 am to 4:00 pm with a one hour lunch break (currently offered, but with some available time in the schedule – will continually re-assess to see if additional resources should be added); screening services Monday through Friday from 8:00 am to 4:00 pm; case management as needed with availability eight hours Monday through Friday – (an additional four hours daily with this grant).
**Gunnison**: Four hour weekly medical services clinic each week; two hours twice a week for the services of a medical case manager; therapy and substance use disorder services four hours each day Monday through Friday – (an additional ten hours added with this grant); screening services every day four hours a day Monday through Friday; case management as needed, but no less than four hours five days a week.
**Montrose**: Medical services clinic four hours weekly; four hours weekly for the services of a medical case manager; screening services every day eight hours a day Monday through Friday; case management - additional four hours each day Monday through Friday. These services are in addition to what is currently being offered under the existing JBBS grant.
**San Miguel**: Two hours medical services clinic each week; two hours weekly for the services of a medical case manager; therapy and substance use disorder services five hours each Monday,

Wednesday (a total of ten additional hours) and Friday from 10 am to 3:00 pm (existing); screening services four hours each Monday, Wednesday, and Friday; and case management as needed but no less than eight hours weekly.

h. Type(s) of evidence-based practice or promising practice to be provided

Clinical staff will use evidence-based practices or promising practices within the service delivery structure. These include Cognitive Behavioral Therapy, Motivational Interviewing, Wellness Self-Management Plus, Solution Focused Brief Therapy, Anger Management, and Dialectical Behavioral Therapy. The medical staff will provide care within the scope of the American Medical Association and the American Psychiatric Nursing Association. The medical staff remain current on advancing and upcoming best practices while pursuing continuing medical education as defined by the professional degree.

2. Please attach Letters of Support from partner agencies demonstrate intent to partner and resources to be provided by the entity.

Please see attached Letters of Support from the Sheriffs of Delta, Gunnison, and San Miguel Counties.

3. Estimated target number of individuals to be booked, screened, and to receive the proposed services in the JBBS program.

In addition to those currently served under the JBBS program, this funding opportunity will serve: Delta 120 individuals; Gunnison 94 individuals; Montrose 155 individuals; and San Miguel 34 individuals, for a total of newly served annually at 403.

4. Describe your policies on client admission criteria for this program.

Admission criteria to the Expanded JBBS services will be that the inmate screens positive on the Brief Jail Mental Health Screen; the Simple Screening Instrument for Alcohol and Other Drugs (SSI-AOD); and/or the Columbia Suicide Severity Rating Scale and agrees to participate in services. For those who screen positive but will not be incarcerated for more than two weeks, the individual will meet with the treatment provider and/or the care manager to coordinate care with outpatient services. These individuals will be provided with available wrap-around resources to transition successfully into the community and into outpatient treatment.

**24-Month Project Work Plan**

| | |
|---|---|
| **(1) Goal:** | Implementation of the project will begin with a complete understanding of the roles and responsibilities of each party. |

| | |
|---|---|
| Objective 1: | A dedicated JBBS Program Coordination Group will begin to meet within month one of contract signing with the state. The group will be made up of a decision maker with authority from each of the Sheriff's officers who are partners to this project. The group will also include a Program Manager who will help with implementation and reaching goals and objectives of the program. |
| Objective 2: | A Memorandum of Understanding will be entered into by the end of the second month of contract completion with the State, which outlines the responsibilities of the Center for Mental Health and the contracting agencies to ensure the required activities are completed as designed. |

| Project activities that support the identified goal and objectives | Responsible staff/ partners | Timeline | |
|---|---|---|---|
| | | Start Date | End Date |
| 1. Within the first month of contract award, the JBBS Program Coordination Group and the Program Manager will meet for their inaugural meeting. The frequency of meetings and a meeting schedule will be drafted by the group. | The contracting agency | Upon completion of contract with the state | Prior to the end of the first month of contract award |
| 2. MOU outlining the data sharing agreements, subcontractor partnership termination, and the roles and responsibilities of the Program Manager along with a management plan that supports the JBBS Coordination Group will be drafted by the attorney for the contracting agency and reviewed by the subcontractor | The contracting agency and partnering Sheriff Departments | Within six weeks after receipt of contract | By the end of month two months after receipt of contract |
| 3. The MOU will be signed by the subcontracting organization | Shelly J. Spalding, Chief Executive Officer, the Center for Mental Health | Two weeks after receipt of draft MOU | By the end of month two of grant award. |

| | |
|---|---|
| **(2) Goal:** | Correctional staff in all four jails in the catchment area will feel |

| | |
|---|---|
| | adequately trained to respond to people in custody who have a mental illness or substance use disorder or both. |
| Objective 1:<br><br>Objective 2: | By the end of month three of contract award, the contractors will decide on trainings to be delivered on site in the individual jails.<br><br>By the end of month four of contract award, sufficient staff at all the jails will be trained so as to feel more competent in responding to individuals in the jail with a mental illness or substance use disorder of both. |

| Project activities that support the identified goal and objectives | Responsible staff/ partners | Timeline | |
|---|---|---|---|
| | | Start Date | End Date |
| 1. Sheriffs, jail staff, and the Center for Mental Health will explore training opportunities that helps to meet the identified goal. | JBBS Program Coordination Group, Regional Directors, and Medical services from the Center for Mental Health | Day one of month three after contract signing | Last day of month three after contract signing |
| 2. The Center for Mental Health and the JBBS Coordination Group will determine if any training provided by the Center would fit the need, i.e. Mental Health First Aid for law enforcement. | JBBS Program Coordination Group, Regional Directors, and Medical services from the Center for Mental Health | Day one of month three after contract signing | Last day of month three after contract signing |
| 3. The training will be decided upon by the JBBS Program Coordination Group and the trainings for jail staff will begin. A minimum number of jail staff will be trained to cover all shifts of the jail. | JBBS Program Coordination Group and the Program Manager | Day one of month four following contract signing | Last day of month four after contract signing |

| | |
|---|---|
| **(3) Goal:** | Behavioral Health personnel will have a good understanding of the roles and responsibilities of law enforcement and jail staff. |
| Objectives: | Within four months of contract award, cross training of behavioral health personnel will begin to enhance the understanding of the roles and obligations of law enforcement personnel and jail staff. |

| Project activities that support the identified goal and objectives | Responsible staff/partners | Timeline | |
|---|---|---|---|
| | | Start Date | End Date |
| The contractor will offer cross training for staff of the Center for Mental Health to help them more fully understand the roles, responsibilities, law enforcement issues, program policies and procedures, information sharing, and safety presented by this funding opportunity and SB18-250. | Contracting agencies, and Program Manager | Day one of month four of contract signing | Last day of month four of contract signing |

| **(4) Goal:** | Qualified clinical staff will care for individuals with a behavioral health need in each county jail in the catchment area. |
|---|---|
| Objectives: | 1. Upon funding award and the signing of the MOU, the clinical subcontractor will begin providing jail services.<br>2. Each jail will have the services they need within four months of contract signing.<br>3. Services will be consistently monitored to ensure adequate staff are in place. |

| Project activities that support the identified g1oal and objectives | Responsible staff/ partners | Timeline | |
|---|---|---|---|
| | | Start Date | End Date |
| 1. Hire a .55 FTE psychiatric nurse practitioner with time to be split: .20 FTE for Delta; .20 FTE for Montrose; .10 FTE for Gunnison; and .05 FTE for San Miguel.<br>2. Hire a .55 FTE medical case manager with time to be split: .20 FTE for Delta; .20 FTE for Montrose; .10 FTE for Gunnison; and .05 FTE for San Miguel.<br>3. Hire an additional .5 FTE clinical staff with time to be split: .25 FTE for Gunnison; .25 FTE for San Miguel.<br>4. Hire an additional 1.2 FTE case management staff with time to be split: .25 FTE for Delta; .25 FTE for | Shelly J. Spalding | Upon funding notice | When the position is filled |

| | | | |
|---|---|---|---|
| Gunnison; .5 FTE for Montrose; and .2 FTE for San Miguel.<br><br>5. Hire a .50 FTE Program Coordinator to oversee the clinical services of the program and to help ensure that the needs of each jail are being met and a .50 FTE Program Manager who is an employee of the applicant to serve as the liaison for the program and to track services and costs. | | | |

| **(5) Goal:** | The contractor will meet the fiscal requirements of the program. | | |
|---|---|---|---|
| Objectives: | 1. Upon execution of the contract, the contractor will attend a mandatory orientation session with the OBH Program Manager and Fiscal Staff in Denver.<br><br>2. The contractor will ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in-kind contributions will be disclosed in the invoice submission.<br><br>3. The contractor will electronically submit invoices in the format template provided to OBH monthly and within 20 days following the end of the reporting period. | | |
| Project activities that support the identified goal and objectives | Responsible staff/ partners | Timeline | |
| | | Start Date | End Date |
| 1. Orientation immediately following the signed contract will provide the basics required to invoice for services<br><br>2. Fiscal staff of contracting agency will be trained in the specifics for invoicing for the services provided.<br><br>3. The contracting agency will submit the first invoice for services provided under the contract on a monthly basis and within 20 days following the reporting period.<br><br>4. All invoices will be submitted | Contracting Agency | Upon contract signing | Continuous and ongoing in nature |

| | | | |
|---|---|---|---|
| electronically.<br>5. The contractor will maintain all supporting documentation for invoicing. | | | |

| (6) Goal: | Required meetings will be attended by the appropriate individuals | | |
|---|---|---|---|
| Objectives: | 1. County Sheriffs, jail staff, the Program Manager and clinical providers, will be available for site visits by the OBH Manager and Jail and Criminal Justice Mental Health Programs staff as necessary to receive technical assistance support and quality assurance monitoring of the program.<br>2. The contractor or his designee, the Program Manager, and selected clinical staff, will attend quarterly meetings hosted by the OBH Manager, Jail and Criminal Justice Mental Health Programs to enhance communication and collaboration on project goals and objectives. It is understood that these meetings will be via video conference or phone conference. | | |
| Project activities that support the identified goal and objectives | Responsible staff/ partners | Timeline | |
| | | Start Date | End Date |
| 1. All Sheriffs of the catchment area, jail staff, Program Manager, and clinical staff will be available for site visits. Each will be prepared to ask and answer questions to learn from others and to teach, when appropriate, for a better understanding of local needs and strengths, and to understand best practices across the state. | Sheriffs from Delta, Gunnison, Montrose, and San Miguel, jail staff, the Program Manager, Program Coordinator, and clinical staff | Upon contract signing | Ongoing and continuous in nature |

| (7) Goal: | Meet or exceed reporting requirements |
|---|---|
| Objectives: | 1. No later than 30 days after the end of each quarter the contractor will submit a progress report using the OBH template.<br>2. Monthly each agency will input client information and services data |

| | |
|---|---|
| | into the JBBS database.<br>3. Clinical staff will submit DACODS and CCAR data for all jail-based services.<br>4. Submit an option letter renewal with a work plan and budget each year before April 15th. |

| Project activities that support the identified goal and objectives | Responsible staff/ partners | Timeline | |
|---|---|---|---|
| | | Start Date | End Date |
| 1. Program Manager will input client information and services data into the JBBS database monthly no later than the 15th of the month following each month end.<br>2. The Program Manager will submit a quarterly progress report no later than 30 days after the end of each quarter and using the template provided by OBH.<br>3. Licensed SUD staff will submit DACODS and CCAR data for all services offered in jails.<br>4. The contractor and Program Manager will submit to OBH as requested any or all of the following: prevalence data, critical incidents, demographics information, numbers of clients served, types and quantities of services delivered, number and percentage who successfully transition to community-based services, and program discharge outcomes.<br>5. Before April 15 annually submit a work plan and budget for option letter renewal. | Program Manager, jail staff for each jail, Sheriffs in each of the four counties, and licensed clinical staff | Upon contract signing | Ongoing and continuous in nature |

| **(8) Goal:** | Create the best JBBS Program possible |
|---|---|
| Objectives: | 1. Take advantage of regular meetings to suggest and make improvements to the JBBS program implementation. |

| | |
|---|---|
| | 2. Ensure that all jails have the services and supports that they need. |

| Project activities that support the identified goal and objectives | Responsible staff/ partners | Timeline | |
|---|---|---|---|
| | | Start Date | End Date |
| 1. Meet regularly and often to ensure good communication between agencies and staff. Always tackle the elephant in the room to create a safe place to express concerns and frustrations.<br>2. Make certain that each dollar is spent wisely and with each individual gaining services in mind.<br>3. Help individuals to live successfully in their communities to help prevent further incarcerations. | | With Contract signing | Ongoing and continuous in nature |

# EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

## 1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

## 2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

## 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such

system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

   i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

   ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

   i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

      A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

      B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

   ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

   iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

   i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

o. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of

Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## 6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## 7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## 8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## 9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

## 10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain

written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section: or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this **Agreement** may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

## 11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

## 12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

## 13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

# APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

   i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

   i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

   i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

   i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

   i. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program ("Program") and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

   ii. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program ("protected information"), it is fully bound by the provisions of the federal regulations covering the Confidentiality of Alcohol

and Drug Abuse Patient Records, 42.C.F.R. Part 2. Protected information encompasses protected health information ("PHI") and references PHI shall be understood to include protected information.

iii. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.

iv. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R Part 2.

v. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.

vi. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

i. Reserved.

## Exhibit E., Miscellaneous Provisions

### I. General Provisions and Requirements

A. Finance and Data Protocols
The Contractor shall comply with the Office of Behavioral Health's (OBH) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Print and Marketing Materials
When the Contractor publishes newsletters, consumer pamphlets, or other publications where financial contributors/funders are noted, the State shall be listed as funder. Contractor shall include the current Colorado Department of Human Services logo on any visual marketing materials that advertise programs funded by this Contract.

C. Option Letter
1. For contracts using only State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget,"** based upon a cost of living adjustment for the Substance Use Treatment and Prevention lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 21, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

D. 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 OBH eliminating funding to that specific program and/or budget line item.

E. Immediate Notification of Closures / Reductions in Force
If the Contractor intends to close a facility or program, it shall notify the OBH 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 OBH Contracts Unit at least five business days prior to the layoffs.

### II. Audit Requirements

A. Independent Audit Requirements
1. "Independent financial audit" shall be defined as follows– a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time

or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.

2. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of $300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and Auditing Guidelines" for Colorado Department of Human Services, Office of Behavioral Health (OBH), found on the OBH website.

3. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

B. Annual Single Audit
   1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of $750,000 or more during its fiscal year, then the Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507).

## 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. The Contractor shall report to the Single Audit the amount of the federal grant identified in the budget under the CFDA number identified in this contract.
   3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Unit Cost Report
   Contractor and all sub-contractors providing behavioral health treatment and recovery services shall complete and submit a unit cost report in accordance with the accounting and auditing guidelines by November 30th each year.

C. 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 the OBH, 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.

D. 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 OBH.
3. All payment requests shall be submitted electronically to OBHpayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by OBH.

# EXHIBIT F – RECOVERY SUPPORT SERVICES

## PROGRAM: JBBS MENTAL HEALTH EXPANSION PROGRAM

| | ALLOWED SERVICES | ADDITIONAL NOTES |
|---|---|---|
| 1 | Application Fees ID / Birth Certificates | One time per client |
| 2 | Backpacks | |
| 3 | Basic Hygiene Items | Limit of $15.00 per person |
| 4 | Bicycles | May be provided if client is engaged in treatment services for 2 or more months post release and can prove no other transportation options are available. 1 time per person. |
| 5 | Bus Pass – Daily, Monthly | One time per client for monthly and 3 booklets for one-time passes |
| 6 | Child Care | 1 month limit per client |
| 7 | Clothing Vouchers | Limit of $100.00 per person |
| 8 | Educational Costs ( books, supplies, and fees) | |
| 9 | Emergency Housing | 90 days limit per person |
| 10 | Food Assistance | |
| 11 | Gas Vouchers | Limit of $30.00 per person |
| 12 | GED Program / Testing | |
| 13 | Job Placement Training | |
| 14 | Life Skills Training | |
| 15 | Medical Assistance – copays / infectious disease testing | Limit of $250.00 per person |
| 16 | Medications | 30 days limit per person |
| 17 | Personal Hygiene Care (eg. haircuts) | Limit of $20.00 per person |
| 18 | Phone Cards | Limit of $15.00 per person |
| 19 | Pre-paid Cell Phones | *TO BE PAID FOR UPON RELEASE AND AFTER CLIENT ATTENDS 2 APPOINTMENTS IN THE COMMUNITY.<br>Cost of the phone and up to 2 months of bills. |
| 20 | Print Brochures to Referral Sources | |
| 21 | Taxi | Only if no public transportation is available in the area |
| 22 | Transportation to Residential Treatment | Limit of $1,200.00 per contract (for the whole catchment area) |
| 23 | UA / BAs | Limit of $100.00 per person |
| 24 | Utilities | 1 month limit per client |

** No mental health or substance use disorder groups or individual treatment to be funded via these funds

# EXHIBIT G., APPLICATION PROCESS

How do I apply and where can I Obtain Additional Information?

**Eligible Counties**

Per SB 18-250 priority shall be given to rural and frontier counties for mental health services funds. The following counties are encouraged to apply for these funds:

Alamosa, Baca, Bent, Clear Creek, Conejos, Crowley, Delta, Eagle, Elbert, Garfield, Grand, Gunnison, Kit Carson, La Plata, Lincoln, Logan, Mesa, Moffat, Montezuma, Montrose, Morgan, Otero, Pitkin, Prowers, Routt, San Miguel, Summit, Washington, Yuma.

**Request for Funds and Work Plan Submission Process**

For funding consideration, the following documents must be submitted electronically in Microsoft Word.doc format no later than **December 17, 2018** via email to kerry.krause@state.co.us, Manager, Jail and Criminal Justice Mental Health Programs for funding consideration:

- Work Plan - Exhibit A
- Cover Page - Exhibit B
- Budget Template - Exhibit C
- Letters of Supports (if available)

Funding decisions shall be announced in January 2019.

Questions may be directed to Kerry Krause at kerry.krause@state.co.us

The Work Plan should be no longer than single spaced twelve (12) pages, conform to the format outlined in this document, and provide detailed responses to each of the areas listed below. Work Plans not utilizing this format will be deemed incomplete and may not be considered for funding:

**Informational Webinar:**

An Information Session about the JBBS funding announcement will be hosted on:

November 27, 2018 10:00am - 11:30am

Attendees must register for the webinar via the link below.

Webinar Registration URL: https://attendee.gotowebinar.com/register/2648040009444548353

# INTERGOVERNMENTAL AGREEMENT
# BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MONTROSE COLORADO AND THE COUNTIES OF DELTA, GUNNISON, AND SAN MIGUEL REGARDING JAIL BASED BEHAVIORAL SERVICES GRANT FOR 2019-2020

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is entered into on the ____ day of _____, 2019, by and between the Board of County Commissioners of the County of Montrose, Colorado, the  and Fiscal Agent, hereinafter referred to as "Grantee," "Fiscal Agent," or "Montrose County," and the other member Counties of the Jail Based Behavioral Services Program Coordination Group, namely the Colorado counties of Delta, Gunnison, and San Miguel Counties (hereinafter "Member County(ies)"); collectively "Parties."

## RECITALS

WHEREAS, pursuant to section 18(2)(a) and (2)(b) of Art. XIV of the Colorado Constitution and C.R.S. 29-1-201, *et seq*, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units with the approval of the legislative body or authority of the unit having the power to so approve; and

WHEREAS, under C.R.S. § 27-60-106, the Colorado General Assembly created the Office of Behavioral Health (hereinafter "OBH") to implement Jail-based Behavioral Services Program (hereinafter "JBBS Program") with the purpose of providing mental health counselling, substance use disorder treatment pursuant to C.R.S. § 18-19-103 (5)(c)(V), and transitional care coordination in jails throughout Colorado; and

WHEREAS, the JBBS Program, which been operational since 2011 with funding from the Correctional Treatment Cash Fund pursuant to C.R.S. § 18-19-103, has the goal of providing appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration, which should result in shorter jail sentences and decreased recidivism through better identification and treatment of behavioral health needs; and

WHEREAS, in May 2018, the Colorado General Assembly passed Senate Bill 18-250, which allocated additional funding to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis, and treatment, as well as psychiatric prescription services and the purchase of medications; and

WHEREAS, the counties of Gunnison, Delta, Montrose, and San Miguel are part of the JBBS Program Coordination Group and will benefit from the additional funding of the JBBS Program; and

WHEREAS, Montrose County has been designated as Fiscal Agent for the 7th Judicial District for purposes of the Grant Funds provided by the State of Colorado Department of Human Services for the JBBS Program; therefore, serves as Grantee and responsible County of the Grant Funds; and

WHEREAS, the 7th Judicial District member counties of Gunnison, Delta, Montrose, Ouray, San Miguel and Hinsdale wish to enter into this IGA with, and between, each other to set forth the mutual understanding between the Parties regarding the grant funds.

THEREFORE, Consistent with the principles set forth herein, the Parties enter into this IGA.

All Attachments and Exhibits herein referenced and attached are incorporated by this reference and made a part of this IGA.

Grant funds will be managed in accordance with the State of Colorado Department of Health and Human Services Contract (hereinafter referred to as "Grant Agreement" and attached as Exhibit 1) Section 5 as revised or amended and reissued by the State of Colorado year to year; and the requirements of the respective grant agreements.

## I. RESPONSIBILITIES OF MEMBER COUNTIES

Each Member County agrees to:

1. Comply with all federal, state and local laws and regulations, as required in the Grant Agreement.

2. The funds provided under the terms of the Grant will be used for the purposes set forth in this IGA and the respective referenced Grant Agreement and Statement of Work that are the subject of this Agreement.

3. To use the grant funds according to the grant requirements and Statement of Work set forth in the Grant Agreement, and accept the responsibility of managing its own resources related to use of the grant funds, including personnel and equipment.

4. To coordinate and work collaboratively with each other and with any contracted 3rd party needed to complete the Scope of Work set forth in this Agreement the Grant Agreement to achieve the stated purpose of the Grant.

5. To keep and maintain appropriate records, including inventory of any equipment and supplies received; work and progress accomplished for the project(s) and accounting of the funds used in accordance with the requirements set forth in the Agreement between County, as Grantee, and Department of Human Services, State of Colorado, Grantor; and make records related to the grant and funds available for inspection and/or audit by Grantee or the State upon reasonable notice. The records shall be retained until the last to occur of (i) the date three (3) years after the date the Grant expires or is terminated, (ii) final payment under the Grant is made, (iii) the resolution of any pending Grant matters, or (iv) if an audit is occurring, or the Grantee has received notice that an audit is pending, the date such audit is completed and its findings have been resolved.

6. To execute an Equipment/Supply Release Form upon receipt of any equipment, supplies or other inventory to a county designated under an approved project; and to accept responsibility for the equipment, supplies or other inventory as required in the Release Form.

7. Warrants and affirms that it has not been disbarred or suspended from participation in any federal or state programs; and ensure than any contractors, or other 3rd parties that may perform work related to the Grant award projects, has not been debarred nor suspended from any federal programs, and is not on any debarment or suspension list under Federal Executive Order Nos. 12549 and 12689, "Debarment and Suspension" at 31 U.S.C. §6101 note, and U.S. DOT regulations "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29, and will maintain such status at all times during the term of this IGA and the grant funding.

8. Carry insurance coverage: Each Member County shall maintain insurance coverage at all times during the term of this IGA, as required by State and local laws or regulations and as set forth in referenced in the Grant Agreement (Section 10), between Grantee and the Colorado Department

of Human Services that is the basis for this IGA. Individual Member Counties shall provide evidence to Grantee, as requested, that such requirements have been met and shall provide updated information to the Grantee in the event any changes are made to Member County's insurance coverage during the term of this IGA.

9. Work with other third party contractors, if any, contracted by Grantee under the Grant Agreements to the extent needed to accomplish the requirements, purpose and Scope of Work set forth in those Grant Agreements, attached hereto.

10. Each of the four (4) Member Counties shall ensure its respective spending for its specific grant project(s) does not exceed the grant funding awarded as given in the Scope of Work of the Grant Agreement, Project Summaries set forth in the Grant Agreement attached hereto. Should Grantee/Fiscal Agent be required to expend funds on behalf of any Member County that are not reimbursed to the Grantee/Fiscal Agent, the Member County responsible for the unreimbursed spending agrees to repay Grantee/Fiscal Agent for any and all unreimbursed amounts Grantee is required to pay. If any approved projects require local matching funds, the Member County for whom the project is approved shall be responsible for providing the matching funds.

11. Procurement of equipment and/or supplies under the Grant shall be in accordance with the State or Grantee's procurement policies as required by the applicable Grants Management Guide as revised or amended year to year. Should a request for proposals (RFP) be required, each Member County shall be responsible for drafting the RFP for the subject county's project(s). Such RFP shall meet the requirements set forth in Grantee's Procurement Policy, and may be subject to review by Grantee at Grantee's request prior to its publication.

12. As a participant in this Grant, County Members recognize and agree that Montrose County as the Fiscal Agent, does not determine the amounts awarded to each respective recipient county, and cannot modify the determinations of the authorized state agency in this regard.

13. Bring any documents applicable to this IGA and grant funding that require approval of the local governmental entity before the Member County's Board of County Commissioners ("BOCC") for consideration.

14. Comply with all requirements outlined in the Grant Agreement, Statement of Work and Work Plan as relevant to each Member County.

15. Participate in the reporting requirements set by the State and provide any required documents to the Program Manager to assist the Fiscal Agent in complying with the reporting requirements set out in the Grant Agreement, Statement of Work and Work Plan.

16. Other duties and responsibilities, as Member County's, that may be needed or required by the Grant Agreements to accomplish the purpose and Scope of Work of the Grants.

## II. RESPONSIBILITIES OF GRANTEE/FISCAL AGENT

Montrose County, as Grantee and Fiscal Agent, agrees to:

1. Enter into the Grant Agreement with the Colorado Department of Human Services for the 2019 Grant Year and provide up-front funding within the Scope of Work of the Grant, subject to reimbursement through the awarded grant funds, for individual Member County projects approved under the Scope of Work in the subject Grant Agreement.

2. Comply, as Grantee, with the requirements of the aforementioned Grant Agreement with the Colorado Department of Human Services exclusive of exceptions, if any, for the receipt of grant funds to be utilized under this IGA.

3. Work with the Program Manager and/or other governmental entities as needed, and the Member Counties to accomplish the purposes of the grant funding and this IGA.

4. As Fiscal Agent, bring any documents applicable to this IGA and grant funding that require approval of the local governmental body before the Montrose County Board of County Commissioners ("BOCC") for consideration.

5. Enter into third party agreements, as needed and approved by the Montrose County BOCC, to accomplish the purpose and scope of work for the grant that is the subject of this IGA and the aforementioned Grant Agreements between Grantee and the Colorado Department of Human Services.

6. Assist the other Member Counties, as able and appropriate, in accomplishing the purpose of the Grant and Scope of Work in accordance with the terms and conditions of the grant and this IGA.

7. As Fiscal Agent, maintain project budget and accounting procedures appropriate to the grant funding, pay approved invoices, and request reimbursement in accordance with the grant requirements.

8. Cooperate and work with the other Member Counties and the Colorado Department of Human Services, as applicable, in a timely manner to enable achievement of the Scope of Work set out in the Grant Agreements.

9. Ensure adequate execution of the requirements of the Grant Agreement, Statement of Work, and Work Plan.

10. Other duties and responsibilities, as Grantee and Fiscal Agent, that may be needed or required to assist in accomplishing the purpose and Scope of Work required under this IGA and the Grant Agreements that are the subject of, and reason for, this IGA.

## III. INDEMNIFICATION

To the extent required by Colorado law, each of the Parties to this IGA shall indemnify, defend and hold each other harmless within applicable law, their officers, employees and agents, against all costs and expenses, including reasonable attorneys fees, incurred as a result of any claim or demand related to the receipt and disbursement of the Grant Funds, and from and against any claim or demand arising from use of the Grant Funds or the equipment purchased with the Grant Funds, arising from the alleged negligent acts or omissions which occurred or are alleged to have occurred during the performance of their duties, unless such acts or omissions occurred outside the scope of their employment or were willful or wanton.

The provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any affirmative defenses, immunities, rights, benefits, or protections, including provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq* or the Federal tort Claims Act, 28 U.S.C. 2671, *et seq*. as applicable, or now or hereafter amended.

## IV. STATUS OF PARTIES

Each party to this IGA is an independent contractor to the other. No party is an employee of the other; nor is any employment, partnership, joint venture or relationship other than that set forth in this IGA intended or contemplated by the Parties.

## V. TERM AND TERMINATION

The term of this IGA shall coincide with the respective terms of the above-mentioned Grant Agreements that is the subject of this IGA, from the effective date of the Grant Agreements to full and complete closure of all the referenced Grants. For termination prior to the term of the Grants, Grantee/Fiscal Agent has the same rights as the State under the Termination Section of the Grant Agreements between the State as Grantor and Montrose County as Grantee/Fiscal Agent. Provided there is no early termination, this Agreement will remain in force and effect until all Grant funds awarded pursuant to the Grant Agreements have been utilized or returned, and all associated reports and documentation have been completed and accepted by the Colorado Department of Human Services, and all Grants have been closed.

Any Party to this IGA may terminate this IGA as to that Party upon thirty (30) days written notice to the other Parties. Upon such termination by a Party, use of Grant funds as contemplated in this IGA and the Grant Agreement will no longer be available to the terminating Party. Certain obligations of this IGA, including but not limited to, record keeping, inventory and indemnification shall continue for the terminating Party beyond the date of termination.

## VI. AVAILABILITY OF FUNDS

The Grantee/Fiscal Agent bears no financial obligations to any Member Counties under this IGA. As Fiscal Agent, the Grantee will administer the funds awarded under the respective Grants referenced herein that are the subject of this IGA in accordance with the Grant requirements.

The total amount of grant funds governed by this IGA and available for approved projects shall be no greater than the cumulative amount awarded for all approved projects under each grant for each grant year. If any approved projects require a contribution of local matching funds, the Member County for whom the project is approved shall be responsible for contributing the required local matching funds.

Transfer and receipt of equipment, supplies or other items approved under grant projects to the individual Member Counties shall be as required in the respective Grants, and the fiscal policies of the Grantee. Payment by Grantee/Fiscal Agent for any equipment, supplies or other items that not reimbursed under the respective Grants will be subject to reimbursement to the Grantee by the Member County obtaining such equipment, supplies or other items.

## VII. NON-APPROPRIATION

The Parties hereto understand and acknowledge they are subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by execution of this IGA. It is understood and agreed that this IGA does not constitute a multiple fiscal year direct or indirect debt or financial obligation within the meaning of TABOR, and therefore, notwithstanding anything in this IGA to the contrary, all payment obligations of any Party are expressly dependent and conditioned upon continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding December 31. Financial obligations, if any, payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with the rules, regulations and resolutions of the Party, and/or the State of

Colorado pursuant to the Grant Agreements, and other applicable law. Upon failure to appropriate such funds, this IGA shall terminate.

## VIII. STAFF ALLOCATIONS FOR THE SERVICES

As to staffing allocations, there will be a 0.50 FTE Program Manager as staff of the applicant to oversee implementation and efficacy of the program and a 0.50 Program Coordinator representing clinical staff to work with the Program Manager to ensure services are as expected, 0.55 FTE psychiatric nurse practitioner, 0.55 FTE medical case manager, 0.50 FTE clinician, and 1.2 FTE case managers. These FTE are in addition to existing personnel currently providing jail-based care and services and will be allocated as follows: 1.) 0.55 FTE psychiatric nurse practitioner with time to be split: 0.20 FTE for Delta; 0.20 FTE for Montrose; 0.10 FTE for Gunnison; an d 0.05 FTE for San Miguel; 2.) 0.55 FTE medical case manager with time to be split: 0.20 FTE for Delta; 0.20 FTE for Montrose; 0.10 FTE for Gunnison; and 0.05 FTE for San Miguel; 3.) an additional 5 FTE clinical staff with time to be split; 0.25 FTE for Gunnison; 0.25 FTE for San Miguel; 4.) an additional 1.2 FTE case management staff with time to be split: 0.25 FTE for Delta; 0.25 for Gunnison; 0.50 FTE for Montrose; and 0.20 FTE for San Miguel.

The status of the Program Manager for the Member Counties is that of a Montrose County employee 0.5 FTE. The Fiscal Agent will determine the scope of services needed of a Program Manager, and the desired results in accordance with the Grant Agreement, Statement of Work, and Work Plan. Funds have been allocated in the project budgets of the respective grants for a Program Manager. Grantee will enter into an employment agreement with the Program Manager in its capacity as Fiscal Agent. The term of the Agreement with the Program Manager shall be no longer than the term of the most recent Grant Agreement between Grantee and the State, or until all grants are fully closed, whichever is sooner.

## IX. MISCELLANEOUS PROVISIONS

A. CONFLICT OF INTEREST: No elected official, officer, employee or contracted services of any of the individual Member Counties shall have any personal or beneficial interest whatsoever in the services or property that is the subject of the respective Grant Agreements.

B. PROCUREMENT: Procurement of equipment and/or supplies under the Grant shall be in accordance with the State or Grantee's procurement policies as required by the applicable Grants Management Guide as revised or amended year to year. Should a request for proposals (RFP) be required, each Member County shall be responsible for drafting the RFP for the subject county's project(s). Such RFP shall meet the requirements set forth in Grantee's Procurement Policy, and may be subject to review by Grantee at Grantee's request prior to its publication.

Use of personal or a county credit or debit card by any Member County or the Program Manager for procurement, expenses and/or costs related to the activities of the JBBS without prior approval of the Grantee/Fiscal Agent is limited to a maximum of $1,000. Use of credit or debit cards for purchases in an amount that exceeds this limit without prior approval may not be reimbursed. In such a case, the individual or county incurring the costs and expenses may be financially responsible for the debt.

C. NON-SEVERABILITY AND EFFECT OF INVALIDITY: Each provision of this IGA shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this IGA is deemed or determined by a court with competent jurisdiction to be invalid or prohibited, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or this IGA as a whole.

D. AMENDEMENTS: This IGA, or any portions thereof, may be amended, revised or modified in writing agreed to and executed by all the Parties.

E. ASSIGNMENT: This IGA, or any part thereof, may not be assigned by any of the Parties in any manner whatsoever, or assign any of the privileges or responsibilities recited herein without the prior written consent of the Grantee/Fiscal Agent and each of other Parties.

F. THIRD PARTY BENEFICIARIES: All rights and obligations under this IGA are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this IGA are incidental to the IGA, and do not create any rights for such third parties.

G. NOTICE: Any notice, demand or communication which any party may desire or be required to give to any other party or parties shall be in writing. It shall be deemed sufficiently given or rendered if sent by first class U.S. mail, postage prepaid or via electronic mail with receipt notification unless otherwise required.

H. COUNTERPARTS: This IGA may be executed in one (1) or more counterparts, and on different dates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This IGA was brought before each of the respective Member Counties' Board of County Commissioners at a publicly noticed and held meeting for consideration and comment, and was approved by each on the signature dates, as affirmed by their respective signatures below.

IN WITNESS WHEREOF, this Intergovernmental Agreement is executed by each of the JBBS Program Coordination Group Member Counties on the dates set forth below.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF MONTROSE,
COLORADO

ATTEST:

[SEAL]

By:_____
Sue Hansen, Chair

_____
Clerk/Deputy Clerk to the Board
Date:_____

By: _____
Sheriff Gene Lillard

BOARD OF COUNTY COMMISSIONERS
OF DELTA COUNTY COLORADO

ATTEST:

[SEAL]

By:_____
, Chair

_____
Clerk/Deputy Clerk to the Board
Date:_____

By: _____
Sheriff Mark Taylor

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY COLORADO

ATTEST:

[SEAL[

By:_____
, Chair

_____
Clerk/Deputy Clerk to the Board
Date:_____

By: _____
Sheriff John Gallowich

BOARD OF COUNTY COMMISSIONERS
OF SAN MIGUEL COUNTY COLORDO

ATTEST:
[SEAL]

By:_____
, Chair

_____
Clerk/Deputy Clerk to the Board
Date:_____

By: _____
Sheriff Bill Masters