AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Behavioral Health Telehealth Grant

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Colorado Division of Behavioral Health Telehealth Grant

Fiscal Impact: $25,000

Submitted by: Linda Nienhueser for Sheriff Department **Submitter's Email Address:** lnienhueser@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, no impact to current budget, will request budget amendment to document grant revenue and matching expenditures. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/24/2020

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

Comments:
ok db 8/18/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/18/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/21/2020

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

Agenda Date: 8/25/2020

Revised April 2015

STATE OF COLORADO

Department of Human Services

ORDER

Number: PO,IHJA,202000012683

Date: 5/18/20

Description:

FY20 Telehealth, Gunnison County, JBBS, Ec 2003470

Effective Date: -

Expiration Date: -

*******IMPORTANT*******

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

Division of Behavioral Health
3824 W. Princeton Circle
Denver, CO 80263

BUYER

Buyer:

Email:

VENDOR

GUNNISON COUNTY
Sheriff's Office
510 W BIDWELL AVE
GUNNISON, CO 81230-2722

Contact: Adam Murdie

Phone: 970-641-1108

SHIP TO

DIVISION OF BEHAVIORAL HEALTH
3824 W. PRINCETON CIRCLE
DENVER, CO 80236

SHIPPING INSTRUCTIONS

Delivery/Install Date: -

FOB:

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

The purpose of this purchase order is for the implementation expenses of the telehealth system at the Gunnison County jail. Reference EC #2003470 and associated statement of work.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	96343		0	0.00	$25,000.00	☐

Description: FY20 JBBS Telehealth

Service From: 03/26/20 Service To: 06/30/20

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = $25,000.00

Exhibit A - Statement of Work

Jail Based Behavioral Health Services

Definitions and Acronyms

Definitions and Acronyms. The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jails:

"Bridges Program/Court Liaison" means an individual employed or contracted with the State Court Administrator's Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems.
https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridgesThese

"CAC II", or Certified Addiction Counselor Level II, allows the counselor to practice addiction treatment services independently (with the exception of clinical supervision). The counselor must meet all the requirements for a CAC I, complete the required number of clinically supervised work experience hours, successfully pass the CAC II required training classes, and present proof of passing a national examination. The CAC II applicant should obtain at least 1000 hours of clinically supervised work experience in the practice beyond the hours earned for the CAC I to demonstrate their ability to practice psychotherapy independently as a CAC II.

"CAC III", or Certified Addictions Counselor Level III, is the supervisory level. A clinical Bachelor's degree in the behavioral health sciences is required. The applicant must meet all the requirements for a CAC II. The applicant for a CAC III must complete the required number of clinically supervised work experience hours, successfully pass the CAC III required training classes, and present proof of passing a national examination.

"Competency Enhancement Program" means the program funded through SB 19-223 to provide jail-based mental health services to those awaiting an inpatient competency restoration bed.

"Competency Evaluator" means a licensed physician who is a psychiatrist or licensed psychologist, each of who is trained in forensic competency assessments, or a psychiatrist training and practicing under the supervision of a psychiatrist with expertise in forensic psychiatry, or a psychologist who is in forensic training and is practicing under the supervision of a licensed psychologist with experience in forensic psychology.

"Court-Ordered Competency Evaluation" means a court-ordered examination of an individual
before, during, or after trial, directed to developing information relevant to a determination of the

individual's competency to proceed at a particular stage of the criminal proceedings, that is performed by a Competency Evaluator and includes evaluations concerning restoration to Competency.

"Critical Incidents" means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

"Forensic Navigator" means social workers working within the CDHS that provide proper care and coordination of pretrial individuals, which involves working with the courts, court liaisons, service providers, and conducting periodic case management evaluations across the 22 judicial districts.

"Forensic Support Team" means a group of individuals working within the CDHS who provide evaluation and competency restoration education services, case management, and assertive community treatment services to individuals awaiting competency restoration services.

"High Risk for Transfer" means an individual who has been ordered to receive inpatient restorative treatment; for whom an evaluator has determined either that the individual appears to have a mental health disorder and as a result of the mental health disorder, appears to be an imminent danger to others or to himself and/or appears to be gravely disabled.

"LAC", or Licensed Addiction Counselor, is a behavioral health clinician who can provide co-occurring services.

"LCSW", or Licensed Clinical Social Worker, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

"LPC", or Licensed Professional Counselor, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

"Low Risk for Transfer" means an individual who has been ordered to receive inpatient restorative treatment services, and is assessed to need mental health services but does not need a referral to an OBH designated inpatient facility.

"Moderate Risk for Transfer" means an individual who has been ordered to receive inpatient restorative treatment, for whom an evaluator has determined either that the individual appears to have a mental health disorder or appears to be gravely disabled and does not appear to be an imminent danger to others or to himself at that point in time.

"Office of Behavioral Health (OBH) designated inpatient restoration facility" means the facilities that are contracted with OBH to provide inpatient restoration services to individuals.

"Program Level of Care Type" means the level of care a person receives while in jail awaiting a bed for inpatient restorative treatment.

"Regional Accountable Entity" is responsible for building networks of providers, monitoring data and coordinating members' physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

PART ONE - GENERAL PROVISIONS

Article 1
General Administration

1.1 Participation / Catchments. County Sheriffs may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with OBH) shall enter into subcontracts with its catchment county Sheriff's Departments. Subcontracts entered into under this provision shall adhere to the requirements of Exhibit B, Miscellaneous Provisions, Section II.

1.2 Subcontractors. See Exhibit B, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

1.3 The contractor may serve individuals who are awaiting Medicaid approval or other funds to pay for initial treatment services.

1.4 The contractor shall provide services in a manner that respects and protects individual rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services described in this Contract.

1.5 Recovery Support Services. Programs may provide for wraparound resources including, but not limited to, clothes, shoes, transportation, or basic hygiene need purchases that will assist in stabilizing the individual in the community.

1.6 The contractor shall maintain support relationships with local probation and parole departments.

1.7 Cultural Competency. Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at https://thinkculturalhealth.hhs.gov/clas/standards .

1.8 Contractor shall make reasonable accommodations to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

Article 2
Confidentiality and HIPAA / 42 CFR Part Two

2.1 HIPAA Business Associate Addendum / Qualified Service Organization Addendum
The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, Exhibit C of this Contract.

2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.

a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in Exhibit C of this Contract.
b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

2.3 Additional Measures. The Contractor shall agree to the following additional privacy measures:

a. Safeguards. The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.
b. Confidentiality. The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g. interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement.

Article 3
Financial Provisions

3.1 Cost Reimbursement / Allowable Expenses. This contract is paid by cost reimbursement. Items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by OBH, and shall not exceed any detail in the budget in this regard

3.2 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in kind contributions supporting the JBBS Program shall be disclosed in the invoice submission.

3.3 General Accounting Encumbrances. Some Parts under this Statement of Work may utilize general accounting encumbrances. Detailed information regarding the general accounting encumbrances can be found in those Parts.

3.4 Other Financial Provisions, including invoicing instructions can be found in Exhibit B, Miscellaneous Provisions.

PART TWO - TELEHEALTH SYSTEM FOR JAILS

Article 1
Purpose

1.1 The Office of Behavioral Health is issuing this purchase order in order to provide jails that have challenges accessing healthcare services with resources to implement telehealth technologies (System) to support inmates' behavioral health needs.

1.2 Background. Currently, 36 of Colorado's 64 counties, located in rural and frontier areas, are designated as Health Professional Shortage Areas (HPSAs). This means that these counties have been identified as having lower than normal behavioral healthcare access due to several factors, including but not limited to; challenges in recruiting and retaining behavioral health professionals and cost effective delivery of services. Telehealth is emerging as a solution for these regions with the potential of addressing rural and frontier community concerns of access to care, cost effective delivery and distribution of limited providers.

In addition, the Department is focusing on implementing meaningful and impactful changes within the criminal justice system, and these changes are impacted greatly by the factors noted above - specifically to the jail setting. Currently, substance use disorders and other mental health conditions are increasing in the jail setting, and present hardships to those jails lacking service provisions to meet the needs of this vulnerable population. Due to funding limitations (on-site staffing issues, or access to appropriate healthcare services) jails are impacted when dealing with time sensitive needs of inmates that transition in and out of jails to communities or other criminal justice settings that require behavioral healthcare support.

Behavioral healthcare providers are frequently traveling throughout rural and frontier regions to serve these vulnerable populations and have limited availability due to the vast demographic areas supported. Connecting behavioral health service providers to inmates through video technology can help to create a system that better screens and assesses inmates and provides earlier treatment and continuity of care. Use of telehealth technologies combined with a well designed care model has been shown to significantly reduce the cost of care.

Additionally, avoiding unnecessary inmate transports decreases staff costs and personnel availability issues while potentially reducing security issues with inmates leaving the facility. The use of telehealth can greatly enhance the services provided to the criminal justice population while improving health outcomes and reducing healthcare costs in these regions.

Article 2
Activities/Services

2.1 Telehealth System. The jail listed on the purchase order cover page (Contractor) shall independently select a telehealth vendor to purchase telehealth technology (System) that meets the following specifications:

a. System must be useable in Contractor's facility, with minor upgrades and renovations if necessary

b. System shall reduce duplication and leverage existing infrastructure

c. System shall address broadband capacity and any other diagnostic equipment or software needs for each jail

d. System shall provide telehealth functionality of the type used by behavioral health providers; including but not limited to: direct video conferencing, telephone, mobile health, email, patient monitoring device, and store and forward.

e. Telehealth services vary depending on the type of System used; however, the overall goal is to provide long distance behavioral health care that can support the following Substance Abuse and Mental Health Services Administration (SAMHSA) identified domains of care as noted in the table below:

Telehealth across the Behavioral Health Continuum of Care

Domain	Telehealth Example
Assessment	Online substance use questionnaire
Treatment	Cognitive-behavioral therapy through videoconferencing
Medication management/monitoring	Text message reminders to take medications as directed
Continuing care	Group chats for relapse prevention
Education	Webinars for clients and providers
Collaboration	Interactive video for consultation

f. System should preferably have the potential to support Electronic Health Record (EHR) utilization and Health Information Exchange (HIE) access

2.2 Renovations.

a. The Contractor may utilize funds to perform remodeling / building renovations that are necessary to accommodate the System and its accompanying technology, according to the recommendations of the selected telehealth vendor.
b. Renovations / other work under this section must occur prior to the termination date of this Purchase Order, June 30, 2020.

2.3 Not to Exceed Amount.

a. System expenses cannot exceed $25,000 (Not to Exceed Amount) for implementation (hardware, delivery, software, training, and other directly associated costs) and any necessary renovations as described in section 2.2 above.
    a. Renovations may not exceed 10% of the Not to Exceed Amount.

2.4 Payment

a. The Contractor shall invoice for subcontracted services provided under this purchase order as soon as the Contractor incurs the legal obligation to pay, and in no event later than the 20th of the month following when services are provided.
b. The Contractor shall utilize the invoice template(s) provided by OBH.
c. All payment requests shall be submitted electronically to OBHpayment@state.co.us .