

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	Original Contract Number 23 IBEH 174368
Contractor City of Longmont	Amendment Contract Number 25 IBEH 189722
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 \$382,000.00 Extension Terms State Fiscal Year 2024 \$405,000.00 State Fiscal Year 2025 \$362,968.00 *Any amount paid as a result of Holdover Letter 25 IBEH 191657 prior to execution of this Amendment shall be deducted from the Current Contract Maximum Amount. Total for All State Fiscal Years \$1,149,968.00	Contract Performance Beginning Date July 1, 2022 Current Contract Expiration Date June 30, 2025

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR City of Longmont By: Joan Peck, Mayor Date: _____	STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director By: Dannette R. Smith, Commissioner, Behavioral Health Administration Date: _____
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Amanda Rios / Telly Belton / Toni Williamson

Amendment Effective Date: _____

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

SENIOR ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 24-002992

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2024, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

Under the original contract the Contractor has implemented a Co-Responder Services Program for its community by partnering with key stakeholder partners.

The purpose of this contract amendment is to update and replace the following exhibits: Exhibit A-1, Statement of Work; Exhibit B-1, Budget, and Exhibit C-1, Miscellaneous Provisions with the most current versions for Fiscal Year 2025 contract extension and renewal: Exhibit A-2, Statement of Work; Exhibit B-2, Budget, and Exhibit C-2, Miscellaneous Provisions.

5. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. REPLACE Exhibit A-1, Statement of Work with Exhibit A-2, Statement of Work, attached hereto and incorporated herein by reference.
- D. ADD Exhibit B-2, Budget, attached hereto and incorporated herein by reference.

- E. REPLACE Exhibit C-1, Miscellaneous Provisions, with Exhibit C-2, Miscellaneous Provisions, attached hereto and incorporated herein by reference.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

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Exhibit A-2 - Statement of Work

Article 1

Purpose and Target Population

- 1.1 Purpose.** Co-Responder Programs (“Programs”) create and foster partnerships between behavioral health professionals and law enforcement, (which may include other first responders if necessary). Co-Responder Programs identify calls for police service where behavioral health (mental health and/or substance use) appear to be a relevant factor, and then provide effective responses to involve people in crisis and those with behavioral health needs. The law enforcement officer and the behavioral health specialist’s combined expertise aims to improve de-escalation of situations, deflect individuals away from involvement with the criminal justice system and/or unnecessary hospitalization, and link them to appropriate services.

The program and team structure varies between locations to best meet the needs of the community and the partnering agencies, taking population density and other available resources into consideration. There are generally two approaches, a primary or secondary response model. A primary response is the response model in which the clinician is paired with an officer for joint response, and typically the officer’s time is dedicated to the program; Secondary response is the response model in which the clinician generally responds to requests from officers or dispatch, and is not generally paired directly with an officer.

The purpose of this project is to create, sustain, or expand Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor. The behavioral health provider can provide assessment, crisis intervention services, and referrals on scene. They may also provide follow-up and connections to additional resources when necessary.

- 1.2 Target Population.** Individuals who have been brought to the attention of law enforcement and appear to be experiencing a behavioral health crisis or who have other behavioral health needs, as determined by the awarded Contractor and their Program policies. This includes individuals at risk for low-level offenses, misdemeanor crimes, and individuals who have had repeated contact with law enforcement. The awarded Contractor may expand eligibility criteria to meet specific community needs.

Article 2

Definitions and Resources

2.1. Definitions & Acronyms

“BAA” means Business Associate Agreement, as defined in Exhibit C - HIPAA Business Associate Addendum - Qualified Service Organization Addendum..

“BHA” means Behavioral Health Administration established in Section 27-50-102, C.R.S.

“CDHS” means Colorado Department of Human Services which is the principal department of the Colorado state government that operates the state's social services.

“Co-Responder Program” means Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor.

“Contract” means this statement of work, including all other Exhibits associated with this Request for Applications (RFA).herinto incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

“Contractor” means the awarded party with whom the BHA will enter into an agreement.

“Critical Incident” means a situation in which death, physical assault and/or serious injuries are sustained by Program staff or clients that occurs during a Co-Responder intervention or response.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996

“Program” means Co-Responder program.

“Program/Project Manager” means the person responsible and accountable for managing the Contractor’s Co-Responder Program.

“ Program Coordination Group” means the group that oversees the Program’s implementation and progress.

“RNR” means the Risk-Need-Responsivity model of assessment and treatment to determine risk of recidivism, criminogenic needs, and responsivity of interventions.

“Steering Committee” means the group responsible for guiding any changes or issues around the implementation and development of the Program.

Article 3 Activities & Services

- 3.1. Allowable Uses of Funding:** The Contractor may use funds to support, with the approval of BHA, items including but not limited to, the following:
- (a) Program personnel and, project management and community engagement.
 - (b) Temporary services and treatments necessary to stabilize a participant’s condition, including necessary housing.
 - (c) Outreach.
 - (d) Direct costs for services.
 - (e) Specialized program training.
 - (f) Dedicated law enforcement resources, including overtime required for participation in operational meetings and training.
 - (g) Training and technical assistance from experts in the implementation of Co-Responder Services Programs in other jurisdictions.
 - (h) Collecting and maintaining the data necessary for program evaluation.
- 3.2. Work Plan:**
- (a) The Contractor shall provide BHA with a Work Plan as part of the application, using the BHA-provided template, for review and approval.

- (b) The Contractor shall meet with BHA monthly to review progress on the work plan.
 - (c) An updated Work Plan must be submitted on an annual basis, at a minimum, for review and approval.
- 3.3.** The Contractor shall respond to communications from the BHA within five (5) calendar days.
- 3.4.** Start-up Period for Project Development: The Contractor shall be permitted a start-up period of up to three (3) months from the date of execution of the contract. At the end of this period, the Contractor shall be expected to have all required program partnerships and contracts finalized, and be ready to begin program operations. If the Contractor is unable to implement the program within three months time, the Contractor will be placed on a performance improvement plan and the Contractor shall work with BHA on drafting and meeting this performance improvement plan.
- 3.5.** Steering Committee:
 - (a) The Contractor shall develop and maintain a Steering Committee to oversee the implementation and ongoing development of the Program for the duration of the Contract term. The Steering Committee shall meet at least biannually to discuss, problem-solve and/or guide any changes or issues around the implementation and ongoing development of the Program. The Steering Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:
 - 1. Lead law enforcement agency representative.
 - 2. Behavioral health service provider representative.
 - 3. Impacted individual/consumer or family member.
 - 4. Local hospital representative and;
 - 5. Regional Crisis Services Administrative Services Organization representative.
 - (b) The Contractor shall also include other entities in the Steering Committee, which in its determination, are integral to the success of the Program. This may include prosecutors, jail administrators, advocacy groups, and harm reduction organizations.
 - (c) The Steering Committee shall be charged with the following:
 - 1. To perform an initial examination of the nature of the problem to help develop the Program's objectives and design.
 - 2. To consider how the Program relates to other local criminal justice or behavioral health partnerships that may be in place, or are in the process of being established.
 - 3. To support a forum for planning decisions during the implementation phase, and to provide ongoing leadership, problem-solving and design modifications throughout the life of the Program.
 - 4. To designate appropriate staff to make up a Program Coordination Group;
 - 5. To identify any barriers to the Program's success, and help reduce and resolve the impacts of barriers on the Program (such as identification of facilities).
 - 6. To develop procedures to ensure that essential information is shared in an appropriate and timely manner.

3.6. Program Coordination Group:

- (a) The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. If the creation of two separate groups is unrealistic due to workforce and/or resource limitations, this Program Coordination Group may be the same as the Steering Committee.
- (b) The Program Coordination Group shall:
 - 1. Oversee officer and Program training implementation, as specified in Article 3.10 below.
 - 2. Measure the Program's progress toward achieving stated goals.
 - 3. Resolve ongoing challenges to the Program's effectiveness; and
 - 4. Inform agency leaders and other policymakers of Program costs, developments, and progress.
- (c) The Contractor shall designate a law enforcement Program Champion within each partnering law enforcement agency to serve as the agency's representative on the Program Coordination Group.

3.7. Program/Project Manager: The Contractor shall select a Program/Project Manager ("Manager"), and establish the Manager's role, responsibilities, and authority, which shall include support of the Steering Committee and the Program Coordination Group. The Contractor shall communicate via email to BHA any changes to the Manager's contact information within one business day of change.

Partnership Agreements: The Contractor shall develop partnership agreements with other local criminal justice agencies, behavioral health organizations or government agencies, to address any key challenges inherent in multidisciplinary collaboration. Partnership agreements shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data.

The Contractor, or any other party or partnership, does not have authority to negotiate or enter into any agreements on behalf of CDHS or the BHA.

3.8. Data Sharing Agreements: The Contractor shall ensure a data-sharing Business Associates Agreement ("BAA") is developed and put in place between the partner agencies, as applicable by law. The data-sharing agreement shall ensure that each partner agency complies with the terms of the BAA, HIPAA, and 42 CFR Part 2.**3.9. Program Policies and Procedures:**

- (a) The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval.
- (b) The Contractor shall submit a draft copy of each of the policies and procedures required under this Section 3.9 (Program Policies and Procedures), to BHA for review and comment. The Contractor shall work with BHA to resolve all comments from BHA, and incorporate any agreed revisions in the final policies and procedures.
- (c) The Contractor shall ensure that specific policies and procedures are developed and implemented for the following aspects of the Program:
 - (1) Target Population and Eligibility Criteria: The Contractor shall identify the target population, develop eligibility criteria, and develop Program

policies to identify individuals who will be referred to the Program. The Contractor shall ensure that the referrals include individuals at risk for low-level offenses and misdemeanor crimes and individuals who have had repeated contact with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.

- (2) Call Taker and Dispatcher: The Contractor shall develop, or ensure the development of, policies and procedures for call takers and dispatchers. These shall include, but are not limited to:

1. The specific information call takers must gather from calls,
2. Policies specifying the means by which dispatchers are informed of staffing patterns, including up to date information during shifts.
3. Clear definitions of the geographic coverage areas designated and eligible for law enforcement and behavioral health Co-Responder calls.

- (d) Stabilization, Observation and Disposition: The Contractor shall develop policies and procedures to help guide law enforcement officers and/or behavioral health Co-Responders resolve encounters with the least restrictive environment appropriate for the circumstances.

- (e) Transportation and Custodial Transfer: The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:

1. Identify facilities capable of assuming custodial responsibility, which are available at all times, have personnel qualified to conduct a behavioral health evaluation, and do not turn away people brought by law enforcement without specific reasons.
2. Establish resources to connect individuals with, including friends, family members, peer support groups, or crisis centers, when available in non-custodial situations.
3. Engage the services of the individual's current behavioral health provider or a crisis team.

- (f) Critical Incident Policy: Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and/or serious injuries sustained by Program staff or clients) ("Critical Incidents") that occur during a Program intervention or response and adhere to Critical Incident Reporting in Section 3.17.

- (g) Information Exchange and Confidentiality: The Steering Committee shall develop procedures to ensure that essential information is shared in an appropriate manner. Information shall be shared in a way that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

3.10. Program Training and Cross-training:

- (a) State Program Meeting Requirements: The Contractor shall attend an orientation session (mandatory only in the Contractor's first year under the Program), monthly Program check-in meetings with the BHA manager, and other required Program meetings and training throughout the term of the Program.
- (b) Contractor Training: The Contractor shall provide training necessary for Contractor's Program to include:
 - 1. Officer Training: The Contractor shall provide officer training to improve officers' responses to people with behavioral health needs and to educate officers on the Program. The Contractor shall determine the amount of training necessary to ensure, at a minimum, that there is a group of officers sufficient to cover all time shifts and geographic districts.
 - 2. Cross-training: The Contractor shall provide opportunities to behavioral health personnel and other stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, program policies and procedures, information sharing, safety, and other opportunities to see policies translated into action.
- 3.11.** Service Area: The Contractor shall define the service area that best meets the community's needs.
- 3.12.** Individualized Service Provision: The Contractor's Program shall link individuals referred to or contacted by the Program to community-based behavioral health supports and services, as appropriate.
- 3.13.** The Non-Displacement of Resources: The Contractor shall ensure Program participants do not receive preferential access to resources if it would prevent others on waitlists, or who had previously secured a resource, from being served.
- 3.14.** Evidence-Based Practices: The Contractor shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, 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.
- 3.15.** Staff Time Tracking and Invoicing: The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.
- 3.16.** Subcontractor/Partnership Termination: In the event of a termination of a partnership with a subcontractor, such as a case management, service provider, or individuals providing these services internally 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. The Contractor shall communicate any subcontractor termination via email to the BHA Program Manager within one business day.
- 3.17.** Critical Incident Reporting: If a Critical Incident (including death, physical assault and/or serious injuries sustained by Program staff or clients) occurs during a Co-Responder intervention or response, the Contractor shall make the appropriate selection on the BHA data collection form and inform the BHA Program Manager within three (3) days to determine any additional actions.
- 3.18.** Period of Performance: From contract execution - June 30, 2024. Potential renewal of contract is subject to approval by the BHA Program Manager for each state fiscal year, if

funding allows, and is subject to compliance and contract performance. State fiscal years end on June 30. New fiscal years begin July 1.

Article 4

Minimum Requirements

- 4.1.** The Contractor shall create, modify, update, or implement and maintain a Co-Responder program in the community they serve.
- 4.2.** The Contractor shall partner with behavioral health specialists to best meet the needs of the community and partnering agencies, taking population density and other available resources into consideration.
- 4.3.** Behavioral health Co-Responders shall be dispatched along with law enforcement or may provide a joint secondary response on these calls.
- 4.4.** The behavioral health provider shall offer assessment and crisis intervention services at the scene, provide referral information to the individual, and provide follow-up, when necessary.
- 4.5.** The Contractor shall implement and maintain the Program for its community by collaborating with key stakeholders to ensure service delivery, training, and resource coordination.
- 4.6.** The Contractor shall collect data, measure outcomes, and report Program outcomes to the State to assist in determining the effectiveness of the Program.

Article 5

Deliverables

- 5.1.** Deliverable Table. The Contractor shall provide the deliverables in accordance with the dates outlined in the table below to cdhs_bhadeliverables@state.co.us, unless otherwise specified. Deliverable deadlines occurring after contract end date are contingent upon contract renewal. Deadlines may be altered administratively.

DELIVERABLES	DATE DUE
Revised Work Plan	Due 30 days from Contract Effective Date and annually thereafter.
Program Policies and Procedures Document	<p>During implementation phase:</p> <ol style="list-style-type: none"> 1. Draft document due to BHA 90 days from Contract Effective Date. 2. Final document due to BHA 30 days from reviewed draft sent from BHA to Contractor. <p>Subsequent updates to policies and procedures due to BHA within 10 days of changes.</p>
Submit copy of partnership agreement(s)	Upon execution of partnership agreement(s)

Participate in a monthly progress status meeting with the BHA Manager of Co-Responder Services. Meetings may be in-person or via phone or video conference.	Monthly
Monthly data reporting using template provided by BHA, on current performance outcomes	Monthly - 15 days after the end of the reporting month.
Submit copy of subcontract(s)	Upon execution of subcontract(s)
Submit copy of the Steering Committee and Policy Coordination Group Member Rosters* <i>*If Steering Committee and Policy Coordination Group members are the same, note the rationale on roster.</i>	60 days after contract execution and as updated

Article 6

Performance Outcome Measures

- 6.1.** Measure: Number of referrals received and responded to by Program
Outcome Goal: Of the total number of Program referrals, 70% or more will receive a response.
- 6.2.** Measure: Number of calls that do not result in arrest
Outcome Goal: Of the total number of active Co-Responder calls, 90% or more will not result in arrest when there is no cause for mandatory arrest (at the discretion of the officer).
- 6.3.** Measure: Number of interventions, services and resource linkage provided to individuals contacted by the Program
Outcome Goal: Of the total number of individuals contacted, 70% will receive one or more intervention, service, or linkage to resources.



COLORADO
Behavioral Health
Administration

EXHIBIT B-2, FY25 ANNUAL BUDGET

BHA Program	Co-Responder
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Agency Name	City of Longmont
Budget Period	07/01/2024-06/30/2025
Project Name	CORE

Program Contact Name, Title	Emily Van Doren, Manager
Phone	(720) 534-1415
Email	emily.vandoren@longmontcolorado.gov
Fiscal Contract Name, Title	James Brown, Chief - Collaborative Services
Phone	303-774-3699
Email	james.brown@longmontcolorado.gov
Date Completed	4/29/2024

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

EXPENDITURE CATEGORIES					
Personnel Services / Salaried Employees					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
					\$ -
Personnel Services / Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
Project Coordinator	Project coordination and data analytics in support of admin and operational needs - 50% funding	\$ 36.00	\$ 10.80	1040.00	\$ 48,672.00
Administrative Analyst	Admin support for CORE team - 50% funding	\$ 35.00	\$ 18.00	1040.00	\$ 55,120.00
					\$ -
Total Personnel Services (including fringe benefits)					\$ 103,792.00
Contractors / Consultants (payments to third parties or entities)					Annual Budget
Contractor Name	Description of Work	Rate	Quantity		Total Amount Requested from BHA
Clinical Supervisor	Dr. McDonald provisions of supervision to clinical needs of CORE team	\$ 145.00	1056		\$ 153,120.00
Hopelight	Mid-Level Practitioner to support medical intervention as an extension of CORE	\$ 5,000.00	12		\$ 60,000.00
					\$ -
Total Contractors/Consultants					\$ 213,120.00
Travel					Annual Budget
Item	Description of Item	Rate	Quantity		Total Amount Requested from BHA
Travel - Staff Training and Conferences	Travel costs associated with CoRCON attendance. Includes registration, airfare expenses, lodging x 5 nights, food expenses and ground transportation.	\$ 2,000.00	1		\$ 2,000.00
					\$ -
Total Travel					\$ 2,000.00

Supplies & Operating Expenses				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Vehicle - Operating Leases and Rentals	Leases for 2 vehicles to support CORE team	\$ 1,000.00	12	\$ 12,000.00
Vehicle - Fleet Lease Operating and Mtn.	Monthly vehicle costs including gas, maintenance and repairs for 2 vehicles	\$ 950.00	12	\$ 11,400.00
Office - NonCapital Expenses	Supplies for CORE team to include work equipment, general supplies for administrative and operationsl work	\$ 100.00	6	\$ 600.00
Software	6 months of annual fees associated with Julota Software System	\$ 3,138.50	6	\$ 18,831.00
Client - Supplies	Misc. client costs for medical supplies, birth certificates, transportation, clothing and other appropriate interventions	\$ 102.10	12	\$ 1,225.20
				\$ -
Total Supplies & Operating Expenses				\$ 44,056.00
TOTAL DIRECT COSTS (TDC)				\$ 362,968.00
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
Subaward in excess of \$25,000				\$ -
Rent				\$ -
Equipment in excess of \$5,000				\$ -
Other Unallowable Expenses				\$ -
Total Expenses per OMB 2CFR § 200				\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 362,968.00
Indirect Costs				Annual Budget
Indirect Cost	Description of Item	Percentage		Total Amount Requested
Drop Down Box	Describe what the cost includes and the use of allowance			
				\$ -
Total Indirect				\$ -
TOTAL Request				\$ 362,968.00

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

Exhibit C-2 Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

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

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP 2024*106 and with Contractor's solicitation response thereto.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
 - a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
5. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
 - a. As part of the BHA/Contractor communication during the emergency,

Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.

- b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>

- J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational

new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

- Monthly/quarterly monitoring calls
- Invoice supporting documentation - e.g., timesheets, logs of travel, or wraparound service costs.
- Routine programmatic reports
- Technical assistance and training
- Site visits

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
- B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.
- C. Any subcontract for services must include, at a minimum, the following:
 1. A description of each partner's participation
 2. Responsibilities to the program (policy and/or operational)
 3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
 4. A copy of this Contract and all its terms and conditions.
- D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within 30 days of subcontract execution.
- E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

A. Funding Sources

The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, “Budget.”** **If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income

Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to twenty percent (20%) of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

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 BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us.
4. Year-end invoice estimates are due by June 15. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than 45 days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30 which require revisions must be final by September 10 or they may not be paid.
8. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five (45) days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five (45) days after invoice submission to the State.