



CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency State of Colorado for the use and benefit of Department of Human Services, Office of Behavioral Health	Original Contract Number 17 IHJA 87803
Contractor City and County of Denver for the use and benefit of Denver Sheriff's Department	Amendment Contract Number 18 IHJA 97941
Current Contract Maximum Amount Initial Term State Fiscal Year 2017 \$279,741	Contract Performance Beginning Date 7/1/2016
Extension Terms State Fiscal Year 2018 \$283,662 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$563,403	Current Contract Expiration Date 6/30/2018

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.

<p style="text-align: center;">CONTRACTOR</p> City and County of Denver for the use and benefit of Denver Sheriff's Department  _____ By: Patrick Firman, Sheriff Date: <u>5/12/17</u>	<p style="text-align: center;">STATE OF COLORADO</p> John W. Hickenlooper, Governor State of Colorado for the use and benefit of Department of Human Services, Office of Behavioral Health  _____ By: Michael Skorupka, JD, MBA Deputy Director, Office of Behavioral Health Date: <u>5/26/17</u>
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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: 

 Clint Woodruff / Vatri Gimble

Amendment Effective Date: 6/26/2017

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 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, 2017, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of this Amendment is to extend the end date of the Contract to 6/30/2018, revise the "Contract Price Not to Exceed" provision, and to amend effective 7/1/2017 certain stated and attached Contract Exhibits.

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. The attached: Amendment #1 to Exhibit A Statement of Work (Effective 7/1/2017); Amendment #1 - Exhibit B-1, Budget (Effective 7/1/2017); Amendment #1 - Revised Exhibit E - Performance Measures and Incentives for SFY18 (Effective 7/1/2017); and, Contract Exhibit H - Supplemental Miscellaneous Provisions are hereby added to the Contract. Original Contract Exhibits B and E shall apply only to SFY17.

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.

(end of Page 3)

**Amendment #1 to Contract Exhibit A-1 Statement of Work
(Effective 7/1/2017)
Jail Based Behavioral Health Services**

I. Goal/Purpose

As used in this Amendment #1 to Exhibit A, the State and the Contractor together are referred to as the "Parties".

This Amendment #1 to Exhibit A shall be supplemental and in addition to the terms, conditions and requirement of Contract Exhibit A.

The Parties understand and agree that the goal of the Jail Based Behavioral Health Services Program is to support county sheriffs in providing 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 jails. Through funds authorized by the Colorado General Assembly (SB 12-163), the Office of Behavioral Health (OBH) intends to continue funding the Jail Based Behavioral Health Services Programs.

II. Objective(s)

Sheriff Departments are eligible Contractors for said funds. County Sheriffs can develop programs either individually, or as multiple County Sheriff Departments submitting a combined work plan.

In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for adults (18 years of age and older) with substance use disorders or co-occurring substance use and mental health disorders. The Contractor in providing required services hereunder, shall utilize and maintain a partnership with local community provider(s) that are currently licensed by OBH, have the ability to provide services within the jail, and have the capacity to provide free or low cost services in the community to inmates upon release.

III. Contractor's Proposal as reflected in Contract Exhibit A, Statement of Work

It is the intent of the Parties hereto to use and apply the Contractor's "proposals" to State requirements (as set forth in the original Contract Exhibit A, Statement of Work) as affirmative work requirements of the Contractor. In that regard, the Parties understand and agree that the following interpretations and applications to the Contract shall be made in applying the said State requirements and Contractor's Proposals as affirmative work requirements of the Contractor.

1. Informational statements and representations therein about the Contractor shall be interpreted as material representations of fact by the Contractor relied upon by the State in entering into the Contract.

2. Goals and objectives statements therein shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.
3. Proposed "action/active verb" statements therein shall be interpreted as material contractual required duties of the Contractor.
4. Proposed budget and pricing statements/information therein for the proposed work shall be interpreted and applied as contractual not-to-exceed pricing and cost-reimbursement budget requirements and obligations.
5. Proposed time statements for accomplishing the proposed work therein shall be interpreted and applied as required contractual time performance standards.

IV. Activities/Services

The Contractor shall submit an Annual Work Plan and budget via email for approval by the Offender Mental Health Services Program Manager by 5:00pm MST, April 1 each year, for the following state fiscal year contract period. No budget modifications may be submitted after May 1 each year. The Parties acknowledge that the Contractor has submitted to the State such Annual Work Plan for SFY18.

The work plan, once approved by OBH, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the then current Contract Exhibit A, Statement of Work, as amended.

The Annual Work Plan shall specify the information in the following Sections IV.1 and IV.2.

IV.1. Sheriff Office Requirements:

- 1.1. Determine and provide an organizational structure designed to facilitate and promote effective administration of the program. Contractor shall assign a staff person from the Sheriff's Department to the role of a Program Manager to oversee the operations of the treatment subcontractors and should be well versed in the program's contractual requirements and participate in the JBBS Quarterly Meetings.
- 1.2. Indicate the counties to be served and the Sheriff's Department contacts for each jail if there are multiple jails receiving services.
- 1.3. Describe the capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs.
- 1.4. Provide culturally competent and appropriate services.
- 1.5. Describe the jail's ability to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

- 1.6. Provide policies that reflect an ability to provide services in a manner that respects and protects client rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services detailed under the Treatment Provision subsection.
- 1.7. Maintain support relationship with local probation departments.
- 1.8. Detail security protocol and reporting requirements expected from the subcontracted treatment provider. This includes determining the limits of confidentiality for information disclosed by individuals during the course of treatment as it applies to a jail setting and the safety of the jail.

IV.2. Licensed Substance Use Disorder Treatment Requirements

- 2.1. Services must be rendered by OBH-licensed agencies. Describe the provider's OBH Substance Use Treatment Provider number for the agency location under which the JBBS program will operate.
- 2.2. Document existing policies and procedures on how the treatment provider manages and maintains clinical records for the clients served at the outpatient community location. The provider must follow the same protocols and policies for record management for services offered in the jail, as the program is being authorized to operate under the provider's OBH outpatient services license.
- 2.3. Describe the ability to provide treatment based on an individualized treatment and/or transition plan based on screening, clinical and risk (LSI-R) assessments completed for the client within the past six months. The treatment / transition plan should incorporate the client's natural communities and pro-social supports.
- 2.4. Provide details on either available capacity for community based treatment through other funding streams to continue with the same provider in the community following release; or demonstrate an ability to interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans and other community service agencies to meet the client's treatment needs.

Note: Treatment services in the community will not be funded by JBBS.

- 2.5. Describe the planning process to transition individuals from jail based services to appropriate behavioral health and other needed community services upon release from incarceration.
- 2.6. Describe the services to be provided by your program including:
 - a) Additional Program Admission Criteria. Per program authorizing legislation, individuals must have a substance use disorder and/or a co-occurring mental health disorder to be eligible to receive services under the JBBS program.
 - b) Screening process and screening tools to be utilized from the OBH approved screening tool options (see Data Reporting) to screen for mental health disorders, substance use disorders, trauma and traumatic brain injuries.
 - c) Summary of the continuum of services offered.
 - d) List of the modality of services and evidence based curricula utilized.
 - e) Process of incorporating of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory- Revised

- f) Frequency and duration of services offered.
- g) Availability of services during the week and hours of operation.
- h) Breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position. For example Case Manager BA level 0.5 FTE and clinician licensed or CAC III 1.0 FTE.
- i) In jails where more than one treatment subcontractor is providing services, describe how client caseloads are assigned amongst the providers. Programs in this scenario will require a Business Associates Agreement or a Confidentiality Agreement to share assessments and screening. Describe the plan for making these agreements.
- j) Describe the service array available within the community to program participants upon their release from jail, including behavioral health services. The work plan must detail existing programs available to the clients upon release at the provider's agency locations in the community. The agency's programs available should be able to take on clients who are awaiting Medicaid approval or other funds to pay for initial treatment services.
- k) Describe which Recovery Support Services (approved list is attached) are most needed in the catchment area and how the provider or Sheriff's Department will use a portion of their budget to meet these needs.

IV.3. Data Reporting:

- I. Subcontracted treatment providers are continually required to report the following information in the OBH Jail Based Behavioral Health Services Civicore database. Data must reflect current client enrollment and services provided at the end of each calendar month to allow OBH staff to access data. The following data elements will be captured from the Civicore JBBS database:
 - a) Basic demographic information
 - b) Numbers of clients served
 - c) The types and quantities of services delivered
 - d) Number and percentage who successfully transition to community based services upon release
 - e) Program discharge outcomes
 - f) Prevalence data gathered from administering mental health, substance use disorder, risk assessment, trauma and traumatic brain injury screens

- II. Contractor shall utilize one of the following screening tools from each of the five categories listed below for all individuals referred to JBBS.

Substance Use Disorder Screening	Mental Health Disorder Screening	Trauma Screening	Traumatic Brain Injury Screening	Risk Assessment
Standardized Offender Assessment-Revised	Colorado Criminal Justice Mental Health Screen – Adult	PTSD Checklist	HELPS Brain Injury Screening Tool	Level of Supervision Inventory

	(CCJMHS-A)			
Addiction Severity Index	Brief Behavioral Health Screen	Trauma Symptom Inventory	Traumatic Brain Injury Screening	
Simple Screening Instrument -				

IV.4 DACODS and CCAR data:

Licensed SUD treatment providers will submit DACODS and CCAR data to the Office of Behavioral Health. Providers are required to submit DACODS for individuals who have a substance use disorder and receive treatment services. A CCAR is required for individuals who have mental illness diagnosis. Admission and Discharge DACODS and CCAR should be completed upon admission in treatment services at the jail and when discharged from services. A new CCAR and DACOD should be completed for the client upon admission to services in the community setting.

V. Standards & Requirements

V.1. Authorizing Legislation and Description of Services:

The Jail Based Behavioral Health Services Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the department of corrections, the state board of parole, the division of criminal justice of the department of public safety, and the department of human services to cooperate in the development and implementation of the following:

- 1) Alcohol and drug screening, assessment, and evaluation.
- 2) Alcohol and drug testing.
- 3) An annual statewide conference regarding substance abuse treatment.
- 4) Treatment for assessed substance abuse and co-occurring disorders.
- 5) Recovery support services

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

V.2. License requirements:

Subcontracted treatment providers must hold a Substance Use Disorder Provider license from the Office of Behavioral Health. The provider must be licensed to offer services to the Criminal Justice specialty population. Service provision in the jail setting must meet all the standards in the Colorado Department of Human Services Behavioral Health Rules as defined under 2 CCR 502-1.

V.3. Level of program care:

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

V.4. OBH Requirements:

OBH shall review and submit all feedback and edits on the Semi-Annual reports within fifteen (15) business days of receipt.

OBH shall prepare annual data reports from the Civicore JBBS Database by August 30 each year. These reports shall reflect annual Admissions, Discharges, Services, Screenings and Transitional Tracking Outcomes for all programs.

VI. Outcomes

Transition Tracking Outcomes: As the goal of the JBBS program is to identify treatment service needs and assisting with engagement in community based treatment services upon release. The Contractor shall track and log the outcomes of individuals in the community at one, two, six, and twelve months after release from jail, and report such outcomes to the State in its JBBS Semi-Annual Reports required by Sec. VII below.

Performance-Based Incentives shall be paid to the Contractor by the State for meeting or outperforming benchmarks for the number of clients engaging in treatment services upon release from the jail. See Exhibit E, JBBS Performance Incentive, for details.

VII. Deliverables

VII.1. Semi Annual Reports:

- 1.1 to the Contractor shall submit to the State a Semi Annual Report twice each fiscal year utilizing the JBBS Semi-Annual Reporting Template provided by OBH.
- 1.2 The first report reflecting programming July through December shall be submitted on or before January 31 each year.
- 1.3 The second report reflecting programming January through June shall be submitted on or before July 31 each year.

VII.2. Data Entry:

The Contractor shall complete all applicable data fields in the JBBS Civicore Database on a continual basis throughout the year. All data entry shall be complete by July 15th each year to allow OBH to compile reports.

VII.3. Quarterly Meeting Attendance:

OBH facilitates JBBS Program Meetings every quarter. The Contractor shall ensure that a representative from each program and facility participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information

discussed during the meetings to the rest of the Contractor's program organizational structure.

VIII. Additional Provisions

VIII.1 Semi-Evaluation Reports:

The Contractor shall prepare and submit to the State, semi-annual evaluation reports, which shall include information relative to the progress in achievement of goals specified in this Statement of Work. Report templates will be made available to the Contractor by the State or its designee. The Contractor shall deliver reports to the State or its designee not later than the last working day of the month each January (services July through December) and each July (services January through June).

VIII.2 Copy of Proposed Subcontract

The Contractor shall provide to the State a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract.

VIII.3 Funds for Medication Assisted Treatment

Payment for medication assisted treatment services which may include purchase of naloxone kits or other FDA approved medications and ancillary services for the purposes of treating substance use disorders to all program Contractors will be made as earned, in whole or in part, from the available funds encumbered in an amount not to exceed \$136,500 for the JBBS program. Each Contractor/county is limited to a maximum of \$10,500 per contract period. It is further understood and agreed that the maximum amount of funds available for payment to all program Contractors state wide for the current fiscal year for this purpose is \$136,500, except as this amount may be modified by the State. At any time, the liability of the State for such payment shall be limited to the encumbered amount remaining of such funds.

VIII.4 Recovery Support Services Invoices

Contractor shall submit recovery support services invoices to OBH monthly. All invoices over \$1,000 must be submitted with supporting documentation.

VIII.5 Budget Management

The Parties understand and agree that this is a "cost reimbursement" contract, and the payment by the State to the Contractor for services by Contractor hereunder are paid as earned and in accordance with Contract Exhibit B, Budget, as amended. The Parties agree that the Contract Exhibit B, as amended, shall be managed as between the Parties to allow Budget adjustments between Budget categories of up to 20% of the Budget not-to-exceed total.

Exhibit B-1
City and County of Denver/Denver Sheriff's Department
JBBS Program
July 1, 2017 to June 30, 2018

	Salary	Fringe	Total Originally Requested	FINAL from State after			In-Kind	Total JBB Budget
				PreIncentive	Incentive	Incentive		
Vendor Personnel								
• BI, Inc. (2 FTE)								
Case Manager 1 FTE	31,220	9,119						
Therapist 1 FTE	39,500	11,538	91,377	91,377		91,377		91,377
• Empowerment (1.25 FTE)								
Trauma Therapist 0.50 FTE	19,001	1,986						
Therapist 0.25 FTE	16,395	1,761						
Behavioral Therapist 0.50 FTE	19,999	4,905	64,047	64,047		64,047		64,047
• Mile High BHC (1.2 FTE)								
Program Therapist 1 FTE	44,000	7,260						
Program Manager 0.15 FTE	6,750	1,114						
Director of Behavioral Health 0.05 FTE	3,400	561	63,085	63,085		63,085		63,085
Subtotal	180,265	38,244						
Administrative/Indirect								
• BI, INC			49,015	20,600	19,509	40,109	8,906	49,015
• Empowerment			6,405	3,816	2,589	6,405	-	6,405
• Mile High BHC			14,718	8,842	5,876	14,718	-	14,718
• COLA						3,921	3,921	3,921
Recovery Support Services								
• BI, INC			5,000				3,000	3,000
• Empowerment			7,000				5,000	5,000
• Mile High BHC			7,000				5,000	5,000
Educational and Office Supplies								
	300							
	participants							
• Workbooks	x \$70						21,000	21,000
• Office supplies	\$200*12						2,400	2,400
Performance Incentive								
10% of Total amount requested								
			307,647	251,767	27,974	\$283,662	49,227	328,96

**Amendment #1 - Revised Exhibit E (Effective 7/1/2017)
Performance Measures and Incentives for SFY18**

Program Goal: The goal of the Jail Based Behavioral Health Services program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration.

JBBS Programs are required to demonstrate the ability to transition individuals from jail based services to appropriate behavioral health and other needed community services upon release from incarceration.

Performance Measure: Programs are required to follow-up with all clients who are successfully discharged from the program and released to the community at 1, 2, 6 and 12 months after release. Clinicians are required to either call the client or track treatment engagement at the community-based treatment provider to which the client was referred. The outcome of the transition tracking attempt is required to be logged into the Civicore JBBHS Database.

The following options are the transition tracking outcome status options in the database:

1. Deceased- In the event of client death post release
2. In Treatment- Client is engaged in community-based treatment services as recommended on the transition plan
3. New Crime/Regressed- Client returned to jail for violations or committed a new crime
4. Not Applicable- Client sentenced to Department of Corrections or client not tracked
5. Not In Treatment- Client is tracked via the community-based treatment agency or the client reports to not be in treatment services as recommended on the transition plan
6. Status Unknown- Client cannot be reached or tracked
7. Treatment Completed- Client completed treatment as recommended at release from jail

Performance Based Incentives will be paid out to programs meeting or outperforming benchmarks for the number of clients engaging in treatment services upon release from the jail.

The benchmark for programs to earn their Performance Incentive is a total of 55% of the clients released from the program will be "In Treatment" or "Treatment Completed" at the 1 month Transition Tracking interval. This data shall be pulled after the end of the fiscal year (June 30th) from the Civicore JBBHS Database. The benchmark was determined based on the statewide average number of successfully discharged individuals tracked to be "In Treatment" at the 1 month tracking interval in FY 17's semi-annual data.

Methodology:

1. All JBBS Programs are required to submit budgets reflecting a 10% withhold from the total contract award amount for the performance incentive payout.

For example, if the program is requesting a total of \$100,000; the Direct Personnel, Client, Recovery Support Funds, Operating, Other and Administration must total \$90,000. \$10,000 is to be withheld for the performance incentive payout and cannot be invoiced during the fiscal year.

2. The Annual Report data shall be pulled from the Civicore JBBHS Database after the fiscal year (June 30th) ends. The performance shall be based on the Transition Tracking Outcomes of the total number of individuals eligible to be tracked at the 1 month interval who have a transition tracking status of "In Treatment" or "Treatment Completed".

Note: the eligible individuals to be tracked will exclude the number of clients tracked as "Not Applicable" or "Deceased" since these individuals are will not be eligible to engage in treatment services due to being sentenced to the Department of Corrections or due to client death.

For JBBS programs designed to have multiple county partnerships in their program; the performance will be based on the average the all counties.

3. The outcome data shall be shared with all programs by the end of August and 10% incentive payment withhold will be paid out to programs that meet or exceed 55% benchmark.

Programs who do not meet the performance outcome shall be asked to submit a plan of action to improve program outcomes for the next fiscal year. The un-earned portion of the contract funds shall be reverted.

Exhibit H (Effective 7/1/2017)
Supplemental 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 23, **"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), the provisions for which are outlined in **Exhibit F, "Supplemental Provisions for Federal Awards."**

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.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: SHERF-201627831-01

Contractor Name: State of Colorado

By: _____

Name: _____
(please print)

VENDOR
SIGNATURE
ON PG 1

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

