

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	Original Contract Number 23 IBEH 174362
Contractor City and County of Denver	Amendment Contract Number 24 IBEH 182551
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 \$360,000.00 Extension Terms State Fiscal Year 2024 \$370,000.00 Total for All State Fiscal Years \$730,000.00	Contract Performance Beginning Date July 1, 2022 Current Contract Expiration Date June 30, 2024

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 City and County of Denver</p> <p style="text-align: center;">(see incorporated Supplemental Signature Page attachment)</p> <p style="text-align: center;">_____ By: Michael Hancock, Mayor</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <p style="text-align: center;">_____ By:</p> <p style="text-align: center;">Behavioral Health Administration</p> <p style="text-align: center;">Date: _____</p>
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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: _____
Andrea Eurich / Toni Williamson

Amendment Effective Date: _____

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2023, 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, Statement of Work; Exhibit B, Budget, and Exhibit C, Miscellaneous Provisions with the most current versions for Fiscal Year 2024 contract extension and renewal: Exhibit A-1, Statement of Work; Exhibit B-1, Budget, and Exhibit C-1, 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, Statement of Work with Exhibit A-1, Statement of Work, attached hereto and incorporated herein by reference.
- D. ADD Exhibit B-1, Budget, attached hereto and incorporated herein by reference.

- E. REPLACE Exhibit C, Miscellaneous Provisions, with Exhibit C-1, 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.

Exhibit A-1 Statement of Work

Co-Responder Program

Article 1 Purpose and Target Population

1.1 Purpose

Co-Responder Programs (“Program”) identify calls for police service where behavioral health (mental health and/or substance use) appear to be a relevant factor and provide effective responses that involve people in crisis and those with behavioral health needs. By creating and fostering partnerships between behavioral health professionals and law enforcement (may include additional first responder types), this model aims to deflect individuals from unnecessary criminal legal system involvement and/or hospitalization, and link them to appropriate and needed services. Behavioral health co-responders shall be dispatched along with law enforcement or may provide a joint secondary response on these calls. 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. The Contractor shall implement and maintain the Program for its community by collaborating with key stakeholders to ensure service delivery, training and resource coordination. The Contractor shall collect data, measure outcomes, and report Program outcomes to the State to assist in determining the effectiveness of the Program.

1.2. Target Population

Individuals who have been brought to the attention of law enforcement and are experiencing or appear to be experiencing a behavioral health crisis or who have other behavioral health needs.

Article 2 Definitions and Acronyms

- 2.1. “BAA”** means Business Associate Agreement
- 2.2. “BHA”** means Behavioral Health Administration
- 2.3. “CDHS”** means Colorado Department of Human Services
- 2.4. “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
- 2.5. “HIPAA”** means Health Insurance Portability and Accountability Act of 1996
- 2.6. “RNR”** means Risk-Need-Responsivity model

Article 3 Activities and Services

- 3.1. Start-up Period for New Project Development:** The Contractor shall establish all required Program partnerships and finalize all required contracts needed to begin its Program

operations within three (3) months from the Contract Performance Beginning Date (the Start-Up Period). If the Contractor is unable to implement the Program by the end of the Start-up Period, the Contractor will be placed on a Performance Improvement Plan established in coordination with the Behavioral Health Administration (BHA).

3.2. Revised Work Plan: The Contractor shall provide BHA with an updated Work Plan on at least an annual basis for review and approval.

3.3. 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. Contractor shall also include other entities in the Steering Committee that it determines are integral to the success of the Program, such as prosecutors, jail administrators, advocacy groups, and harm reduction organizations.
- c. The Steering Committee shall be charged with the following:
 1. Initial examination of the nature of the problem and help determine the Program's objectives and design;
 2. Consider how the Program relates to other local criminal justice-behavioral health partnerships that may be in place or are in the process of being established;
 3. 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. Designate appropriate staff to make up a Program Coordination Group;
 5. Identify Program barriers to success and help reduce the impacts of barriers on the Program (such as identification of facilities as stated in Section H.4. below); and
 6. Develop procedures to ensure that essential information is shared in an appropriate manner as stated in Section H.6. below.

3.4. Program Coordination Group:

- a. The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. This Group may be the same as the

Steering Committee, if the creation of two separate groups is unrealistic due to workforce and/or resource limitations. The Program Coordination Group shall:

1. Oversee officer and Program training implementation;
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.

- b. 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.

3.5. Program/Project Manager: The Contractor shall select a Program/Project Manager (Manager) and establish the Manager's role, responsibilities, and authority that includes 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.

3.6. Partnership Agreements: The Contractor shall develop partnership agreements 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 Colorado Department of Human Services (CDHS) and/or BHA do not, however, direct the Contractor (or any other party) to, or give the Contractor (or any other party) authority to, negotiate or enter into any agreements on behalf of CDHS or BHA.

3.7. Data Sharing Agreements: The Contractor shall ensure a data-sharing Business Associates Agreement is developed and put in place between the partner agencies. The data-sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA BAA attached to this Contract.

3.8. Program Policies and Procedures: The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval, including specific policies and procedures for the following aspects of the Program:

- a. 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 adults at risk for low-level controlled substance-related offenses and misdemeanor crimes all of whom have been repeatedly involved with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.
- b. Call Taker and Dispatcher: The Contractor shall develop policies and procedures for call takers and dispatchers, including, but not limited to, the call information call takers shall gather, the manner in which dispatchers will be provided with up-to-date information on staffing patterns during shifts, and the geographic areas that identify law enforcement and behavioral health co-responders designated to respond to calls.

- c. Stabilization, Observation and Disposition: The Contractor shall develop policies and procedures to help guide co-responder teams (officers and/or behavioral health co-responders) to resolve an encounter with the least restrictive environment for the call's circumstances.
- d. 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 that are capable of assuming custodial responsibility, 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. Connect individuals with a friend or family member, a peer support group, or crisis center, when available and in noncustodial situations in which the person does not meet the criteria for emergency evaluation and is not under arrest, but officers or the team determine the individual would benefit from services and support.
 - 3. Engage the services of the individual's current behavioral health provider or a crisis team.
- e. 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.
- f. The Contractor shall submit a draft copy of each of the policies and procedures required under this Section III (Activities/Services), Paragraph H to BHA for review and comment, and work with BHA to resolve all comments from BHA and incorporate corresponding revisions as agreed upon with BHA in the final policies and procedures.
- 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).

3.9. Program Training and Cross-training:

- a. State Program Meeting Requirements: The Contractor shall attend an orientation session (mandatory only during 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.
- 3.10. **Catchment Area:** The Contractor shall define the service and/or catchment area that best meets the community's needs.
 - 3.11. **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.
 - 3.12. **The Non-Displacement of Resources:** The Contractor shall ensure the Program participants do not receive preferential access to scarce resources that would prevent others in need or on waitlists from being served.
 - 3.13. **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.
 - 3.14. **Staff Time Tracking and Invoicing:** The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.
 - 3.15. **Use of Contract Funds:** The Contractor may use Contract Funds to support, with the approval of BHA, items including but not limited to, the following:
 - a. Program personnel, project management and community engagement
 - b. Temporary services and treatments necessary to stabilize a participant's condition, including necessary housing
 - c. Outreach and direct costs for services
 - d. Specialized program training
 - e. Dedicated law enforcement resources, including overtime required for participation in operational meetings and training
 - f. Training and technical assistance from experts in the implementation of Co-Responder Services Programs in other jurisdictions
 - g. Collecting and maintaining the data necessary for program evaluation
 - 3.16. **Subcontractor/Partnership Termination:** In the event a partnership with a subcontractor such as a case management or service 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. The Contractor shall communicate any subcontractor termination via email to the State 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 Manager of Co-Responder Services within 3 days to determine any additional actions.

**Article 4
Deliverables**

- 4.1. Activities noted below shall be emailed by the listed Due Date below to cdhs_bhadeliverables@state.co.us unless otherwise specified.
- 4.2. Deliverables table

DELIVERABLES	DATE DUE
Revised Work Plan	Due 30 days from Contract Effective Date and after that annually.
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 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)
<p>Submit copy of the Steering Committee and Policy Coordination Group Member Rosters*</p> <p><i>*If Steering Committee and Policy Coordination Group members are the same, note the rationale on roster.</i></p>	60 days after contract execution and as updated

Article 5
Performance Outcome Measures

- 5.1.** 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.
- 5.2.** 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).
- 5.3.** 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-1, FY24 ANNUAL BUDGET

BHA Program	Co-Responder Program
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Agency Name	Behavioral Health Strategies Section, CBH Division, DDPHE City and County of Denver
Budget Period	July 1, 2023 - June 30, 2024
Project Name	Denver Substance Use Navigator

Program Contact Name, Title	Kalyn Horst, Substance Use & Prevention Manager
Phone	(720) 865-5503
Email	kalyn.horst@denvergov.org
Fiscal Contract Name, Title	Michael LeClaire, Senior Accountant
Phone	(720)913-5264
Email	michael.leclaire@denvergov.org
Date Completed	3/23/2023

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
SUN Program Administrator	Oversee program development and implementation; facilitate partnerships for guiding and improving program activities; ensure grant requirements are met and contract compliance. Salary is approximate as this role is currently vacant (duties being covered by manager in interim).	\$81,000	\$29,970	50%	\$ 55,485.00
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
					\$ -
Total Personnel Services (including fringe benefits)					\$ 55,485.00
Contractors / Consultants (payments to third parties or entities)					Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	
Denver Health	2.5 FTE Care Navigator salary and fringe, shift differential; Administrative support and supervision salary and fringe (1-10% FTE each); Subcontractor indirect costs (10% rate)	\$ 22,804.59	12	\$ 273,655.08	
Denver Health	Mileage, travel, and supplies for staff and program participants; Participant support/engagement incentives; Supportive housing	\$ 2,628.67	12	\$ 31,544.04	
Total Contractors/Consultants					\$ 305,199.00
Travel					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
Professional Conference Attendance	Annual Police, Treatment, and Community Collaborative (PTAC) Conference registration and travel/mileage (partial coverage - per diem to be covered with other funds)	\$ 455.50	1	\$ 455.50	
Total Travel					\$ 456.00
Supplies & Operating Expenses					Annual Budget

Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Cell Phone Service	Cell phone services for program staff	\$ 58.00	12	\$ 696.00
Total Supplies & Operating Expenses				\$ 696.00
TOTAL DIRECT COSTS (TDC)				\$ 361,836.00
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
SubContract in excess of \$25,000				\$ 280,199.00
Rent				\$ -
Equipment in excess of \$5,000				\$ -
Other Unallowable Expenses				\$ -
Total Expenses per OMB 2CFR § 200				\$ 280,199.00
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 81,637.00
Indirect Costs				Annual Budget
Indirect Cost	Description of Item	Percentage	Total Amount Requested from BHA	
10% De Minimis Rate	Compensation for supervisor, managers and non-program staff (Accounting, Administrative, Technical Support, etc.); Computer hardware and software; Office space/Utilities; Travel; Supplies	10%	\$ 8,163.70	
Total Indirect				\$ 8,164.00
TOTAL Request				\$ 370,000.00

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

Exhibit C-1 Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

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

B. Marketing and Communications

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

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on 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. Continuity of Operations Plan

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

that normal operations may be resumed.

- b. Contractor and BHA will agree in writing when the emergency 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.

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

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

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
- 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
 - 1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B-1, "Budget."**
 - 2. If a Single Audit is performed in accordance with Section IV.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.

3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 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.

C. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.