

CONTRACT AMENDMENT #4

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	Original Contract Number 21 IHJA 160882
Contractor City and County of Denver	Amendment Contract Number 24 IBEH 182541
Current Contract Maximum Amount Initial Term State Fiscal Year 2021 \$571,517.00 Extension Terms State Fiscal Year 2022 \$551,517.00 State Fiscal Year 2023 \$560,341.00 State Fiscal Year 2024 \$578,000.00 Total for All State Fiscal Years \$2,261,375.00	Contract Performance Beginning Date September 30, 2020 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 Department of Human Services Michelle Barnes, Executive Director</p> <p style="text-align: center;">_____ By:</p> <p style="text-align: center;">Behavior Health Administration</p> <p style="text-align: center;">Date: _____</p>
--	--

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 Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity (LEAD/LEAD) Program by partnering with key stakeholder partners.

The purpose of this contract amendment is to update and replace the following exhibits: Exhibit A-3, Statement of Work; Exhibit B-2, Budget, and Exhibit C-2, Miscellaneous Provisions with the most current versions for Fiscal Year 2024 contract extension and renewal: Exhibit A-4, Statement of Work; Exhibit B-3, Budget, and Exhibit C-3, 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-3, Statement of Work with Exhibit A-4, Statement of Work, attached hereto and incorporated herein by reference.
- D. ADD Exhibit B-3, Budget, attached hereto and incorporated herein by reference.
- E. REPLACE Exhibit C-2, Miscellaneous Provisions, with Exhibit C-3, 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-4 Statement of Work

Colorado Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity (LEAD/LEAD) Program

Article 1 Purpose and Target Population

Colorado is part of a national effort by states and local governments working together to find effective ways to help decrease disparities in the criminal justice system and reduce the common experience in which individuals repeatedly cycle through the criminal justice process via arrest, booking, detention, prosecution, and incarceration. The Colorado LEAD/LEAD Program offers an innovative alternative that allows three pathways into the program: 1) Law Enforcement Officers (LEOs) have the discretion to divert potential arrests of individuals to intensive community-based services in lieu of the traditional criminal justice pathway; 2) LEOs offer participation to those they believe would benefit from program services due to a history of contact with the criminal justice system driven by behavioral health issues; 3) Integrating direct Community Referrals into the program, henceforth known as Let Everyone Advance with Dignity. This third pathway involves enrollment of referrals identified by community partners of those in need of community-based services provided through LEAD. By utilizing harm reduction principles, the LEAD/LEAD Program intends to reduce neighborhood crime and individual-level harm by non-violent offenders committing low-level crimes that are driven by problematic substance use, mental illness, prostitution, or other site-specific criteria. Specifically, the goals of LEAD/LEAD are to reduce criminal recidivism, decrease service utilization and associated costs to the criminal justice system, and improve quality of life for participants by positively impacting psychosocial factors, behavioral health needs, and housing issues.

Article 2 Objectives

The Contractor shall implement a LEAD/LEAD Program for its community by partnering with local key stakeholders and the technical assistance provider, Public Defender Association's LEAD/LEAD Support Bureau. The Contractor shall provide required data to the state contracted evaluator, and/or directly to the Behavioral Health Administration (BHA) in order to continue to determine the impact and learnings of the LEAD/LEAD programs throughout the State.

Article 3 Eligibility and Services

3.1 Participant Eligibility Criteria

- a. In accordance with the LEAD/LEAD Support Bureau's guidelines, eligible participants for the Program are adults who are at-risk for repeated, criminal charges and/or incarceration, due to unmet behavioral health needs.
- b. Pursuant to the LEAD/LEAD model, all participants must enter the Program in one of these three ways: Law Enforcement Diversion Referrals, Law Enforcement Social Contact Referrals, or

Community Referrals (also known as Let Everyone Advance with Dignity), with priority placed on serving Law Enforcement Diversion Referrals.

- c. The Contractor may expand eligibility criteria for the offenses eligible for Diversion (Pre-arrest or Pre-booking), Social Contact Referrals, or Community Referrals for the Contractor’s Program to meet specific community needs, with BHA approval.

3.2 Offense Eligibility Criteria

- a. Diversion (Pre-arrest or Pre-booking) Referrals: A person for whom the LEO has probable cause to arrest for any of the charges listed in Table I (below), and who expresses an interest in voluntarily participating in the program.

Table I Offenses Eligible for Diversion (Pre-arrest or Pre-booking) Referrals	
I.	Possession for sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption.
II.	Sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption.
III.	Possession of a controlled substance or other prohibited substance.
IV.	Being under the influence of a controlled substance or other prohibited substance.
V.	Being under the influence of alcohol and a controlled substance or other prohibited substance.
VI.	Prostitution pursuant to C.R.S 18-7-201.
VII.	Other criminal offenses approved by jurisdiction/site that are likely the result of unmet behavioral health issues.

- b. Social Contact Referrals: An individual who the LEO believes is at high risk of arrest in the future for any of the above charges specified in Table I (above). The individual must also meet the criteria specified in Table II (below) and express interest in voluntarily participating in the Program. The Contractor shall serve Social Contact Referrals only if the contractor has the capacity to serve such individuals, after responding to Diversion Referrals.

Table II Eligibility Criteria for Social Contact Referrals	
I.	Verification by law enforcement that the individual has had prior involvement with low-level drug activity, prostitution, or other criminal offenses approved by jurisdiction/site that are likely the result of unmet behavioral health issues. Verification shall consist of any of the following: <ul style="list-style-type: none"> A. Criminal history records, including, but not limited to, prior police reports, arrests, jail bookings, criminal charges, or convictions indicating that he or she was engaged in eligible activities/crimes. B. Law enforcement has directly observed the individual’s participation in eligible activity/crime on prior occasions. C. Law enforcement has a reliable basis of information from another first responder, a behavioral health professional, or credible community member to believe that the individual is engaged in eligible activity/crime and would benefit from the program.
II.	The individual’s prior involvement in eligible activity/crime occurred within the LEAD/LEAD Program jurisdiction.
III.	The individual’s prior involvement in eligible activity/crime occurred within 24 months of the date of referral.
IV.	The individual does not have a pending or active case in drug court or mental health court.
V.	The individual is not prohibited, by means of an existing no-contact order, temporary restraining order, or anti-harassment order, from making contact with a current LEAD/LEAD participant.

- c. Direct Community Referrals (a.k.a Let Everyone Advance with Dignity): A person whom a community member (someone who is not a law enforcement officer) genuinely believes is experiencing substance use issues and/or mental health concerns that are driving life difficulties which have led, or may lead to, involvement with the criminal justice system. The community member should believe intensive case management could begin the process to help alleviate these issues for the referred individual, and reduce the possibility of ongoing incarceration for the individual. If Contractor decides to add CRs to its LEAD Program, Contractor shall follow the eligibility criteria specified in Table III (below):

Table III Eligibility Criteria for Community Referrals (Let Everyone Advance with Dignity)	
I.	Each jurisdiction shall create policies and procedures regarding who may refer, define participation of person/entity, and provide ongoing training and support of identified referral sources. <ul style="list-style-type: none"> A. Clearly define which members of Operational Work Group (OWG) have the ability to approve or veto CRs, with a minimum requirement that LEOs continue to be notified of all enrolled CRs, as long as notification does not create or increase harm to participants.
II.	Verification of referrals to determine eligibility that potential participant fits original LEAD criteria to reduce neighborhood crime and individual-level harm by non-violent offenders committing low-level crimes that are driven by problematic substance use, mental illness, prostitution, or other site-specific criteria.

3.3 Harm Reduction Service Philosophy. The Contractor shall ensure policies and procedures are in place to engage participation of individuals in LEAD/LEAD Program on a voluntary basis and with the understanding that individuals entering the program may be at different stages of readiness and may progress at their own pace without fear of being terminated from the program or prosecuted. Participants shall not be denied services if they continue substance use or involvement in criminal activity.

3.4 Individualized Service Provision. The Contractor’s LEAD/LEAD Program shall offer individuals suspected of eligible offenses intensive harm reduction case management featuring individually tailored intervention plans as an alternative to incarceration and prosecution. Additionally, the Contractor shall monitor and make reasonable efforts to ensure that all enrolled participants are completing a GAIN assessment following enrollment, and a minimum of every six months, to track progress. Other site specific tools may also be utilized in addition to the GAIN.

3.5 The Non-Displacement of Resources. The Contractor shall ensure the LEAD/LEAD Program participants do not receive preferential access to scarce resources that would prevent others in need or on wait lists from being served.

3.6 Evidence-based Practices. The Contractor shall use evidence-based and promising practices with a screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is also 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 transportation, all of which may need to be addressed to support success. The Contractor can find resource information about EBPs at:

<https://www.samhsa.gov/resource-search/ebp>

<https://www.samhsa.gov/find-help/harm-reduction>

<https://store.samhsa.gov/sites/default/files/d7/priv/sma19-5097.pdf>

<https://www.prainc.com/risk-need-responsivity/>

<https://csgjusticecenter.org/2017/01/13/in-brief-understanding-risk-and-needs-assessment/>

<https://csgjusticecenter.org/events/risk-need-responsivity-101-a-primer-for-sca-and-jmhcp-grant-recipients/>

<https://nationalreentryresourcecenter.org/resources/collaborative-comprehensive-case-plans>

<https://www.publicsafety.gc.ca/cnt/rsrscs/pblctns/rsk-nd-rspnsvty/index-en.aspx>

<https://csgjusticecenter.org/events/best-and-promising-practices-in-integrating-reentry-and-employment-interventions/>

3.7 Catchment Area. The Contractor shall define the service and/or catchment area that best meets the community's needs.

3.8 Services and Resources. The Contractor shall provide services/resources to address criminogenic needs and social determinants of health consistent with harm reduction principles, and evidence-based and promising practices, including, but not limited to:

- a. Intensive case management which include individually tailored intervention plans
- b. Temporary and permanent housing that includes individualized supportive services
- c. Medical care and/or medication management
- d. Mental health care, psychological counseling, and/or medication management
- e. Treatment for alcohol or substance use disorders
- f. Nutritional counseling and treatment
- g. Education, employment assistance, and vocational training
- h. Civil legal services
- i. System (s) navigation

3.9 Program Policies and Procedures. The Contractor shall develop, maintain, and produce LEAD/LEAD Program policy and procedures, upon BHA review, approval and/or denial.

3.10 Training and Meeting Attendance. The Contractor shall attend mandatory program meetings and other required training throughout the term of the LEAD/LEAD Program.

3.11 Policy Coordinating Group (PCG). The Contractor shall develop and maintain a key stakeholder policy committee composed of senior members of their respective agencies who are authorized to make decisions on behalf of their offices. The Contractor shall ensure that the Committee consists of at least 51% of the members representing agencies and entities other than the Contractor. The PCG is responsible for ensuring sufficient resources are dedicated to the success of the program, developing and modifying policies and procedures, creating participant eligibility criteria, and establishing and modifying diversion eligible criminal charges and exclusionary criteria (if any). The Contractor shall enter into a written agreement such as a Memorandum of Understanding with each participant, and shall address in each agreement the participant's commitment to participating in the implementation of

the LEAD/LEAD Program and any key challenges inherent in multidisciplinary collaboration. The key local stakeholder disciplines include, but are not limited to:

- a. Law Enforcement;
- b. Mayor, County Executives, and City Council;
- c. District Attorney's Offices;
- d. Public Defender's Offices;
- e. Public Health and Social Service Agencies (to include Mental Health and Substance Use Disorder service providers; and
- f. Case Management Service Providers
- g. Civil Rights and or Racial Justice Organization (s)
- h. Community Representatives and the Business Community

3.12 Operations Work Group (OWG). The Contractor shall maintain an Operations Work Group to ensure the daily operations of the LEAD/LEAD Program are consistent with policies established by the PCG. The Contractor shall ensure the OWG convenes in person or via video/phone conference, ideally bi-weekly, but no less than one time per month. The OWG shall address system barriers, conduct case reviews, and work jointly to identify options and potential solutions to support participant progress. Members are appointed by the PCG and typically include LEOs, Case Managers, Public Defenders, other service providers, and community leadership representatives.

3.13 Program/Project Manager (PM). The Contractor shall select a Program/Project Manager (PM) for its LEAD/LEAD Program, and identify the position's roles, responsibilities, and authority. The Contractor shall develop a management plan that supports both the PCG and the OWG. Per LEAD/LEAD Support Bureau's best practices recommendations, the PM should be independent from all PCG member agencies and not employed by a law enforcement office, deputy public defender, or member of the deputy district attorney's office. Any changes to the PM contact information shall be communicated via email to the BHA's Manager of Diversion Programs within one business day of change.

3.14 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff are tracked and invoiced separately from any other programs they have in addition to the LEAD/LEAD Program. The Contractor shall disclose in the LEAD/LEAD Program invoice submission any other funding sources or in-kind contributions supporting the LEAD/LEAD Program.

3.15 Data Sharing Agreements. The Contractor shall ensure a data sharing Business Associates Agreement is developed 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.

3.16 Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a case management or 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.

3.17 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 participants) that occur during a program intervention or response.

3.18 Critical Incident Reporting. If a Critical Incident (including death, physical assault, and/or serious injuries sustained by Program staff or participants) occurs during a program intervention or response, the Contractor shall complete and email (encrypt) the Critical Incident Form within three (3) days to CDHS_BHA_CI@state.co.us to determine any additional actions. This form can be found at: https://bha.colorado.gov/sites/bha/files/documents/BHA%20Criticcal%20Incident%20Form_7.2022.pdf

3.19 Data Collection and Process Improvement.

- a. The BHA and/or a contracted data collection entity (DCE) will collect data to evaluate the ongoing efficacy and cost savings of the four (4) individual LEAD/LEAD Programs, as well as the combined statewide efforts of all LEAD/LEAD Programs.
- b. The DCE shall also work with the BHA Diversion Manager, BHA's Health Information Technology (HIT) and Behavioral Health Analytics, Epidemiology, and Evaluation (BHAE) teams, and Program Managers at all four LEAD/LEAD sites to revise and improve ongoing data collection procedures to reduce administrative burden and ensure necessary data metrics are tracked and reported. Additionally, the DCE will work with Civicore and Chestnut staff to design and troubleshoot database improvements, which may require LEAD/LEAD sites to allow BHE and DCE direct access to these systems.
- c. Data collection and process improvement activities may include, but are not limited to, creation of standardized report templates, oversight and improvement of program assessments and participant surveys, database improvements, and programmatic recommendations. The Contractor shall be responsive to requests made by the BHA or DCE to ensure consistent oversight/support is achieved.
- d. The BHA and/or DCE will provide the Contractor with the frequency and timing of data collection. Contractor shall report data to the BHA and/or DCE including, but not limited to:
 - i. Number of Pre-arrest and Pre-booking Referrals
 - ii. Number of Social Contact Referrals
 - iii. Number of participants from Pre-arrest and Pre-booking referrals
 - iv. Number of participants from Social Contact Referrals
 - v. Participant costs paid from budget
 - vi. Global Appraisal of Individual Needs (GAIN)
 - vii. Arrest Cover Sheets
 - viii. Evaluation Surveys
 - viiii. Interviews

3.20 BHA Monitoring. The State has the right and obligation to monitor and audit Contractor and subcontracted providers' performance and resolve consumer complaints. Such monitoring may include onsite as well as off-site review and audit in areas including but not limited to level of care appropriateness, clinical quality, outcome indicators, service efficiency, administrative proficiency, and financial performance. BHA shall send copies of all monitoring reports regarding providers that are in the Contractor's network to the Contractor within 90 days of completion of the visit.

**Article 4
Deliverables**

Deliverables noted below shall be emailed by Due Date to CDHS_BHAdeliverables@state.co.us unless otherwise specified.

Deliverables	Due Date
FY 24 Work Plan	30 days from Contract Effective Date and annually or as updated
Submit copy of LEAD/LEAD Program policy and procedures for review/approval by BHA, including but not limited to items in sections 3.1, 3.2, 3.9, and 3.17	Due 30 days following Contract Effective Date and after that annually or as updated
Submit copy of subcontract (s)	Upon execution of subcontract (s)
Submit copy of current Key Stakeholder Policy Committee roster, and contracts with Key Stakeholders (such as Memo(s) of Understanding [MOU])	Due 60 days following Contract Effective Date and after that annually or as updated
Participate in a monthly progress status meeting with the BHA Manager of Diversion Programs to provide updates on current monthly and YTD Performance Outcome Measures noted in Section V	1x/month via telephone or video conference, or in person meeting
Submit Quarterly Progress Report using template provided by BHA	30 days after the end of a quarter; Exception- Q4 report due 6/30/24

*Deadlines may be altered administratively.

**Article 5
Performance Measures**

5.1 Decrease in the severity and/or number of new crimes committed by participants resulting in arrests.

- a. In FY 24, 30% of the total enrolled participants will demonstrate a decrease in the severity and/or number of new crimes committed (based on history of charges prior to enrollment).

5.2 Reduce participant harm.

- a. In FY 24, for 70% of those enrolled who have met with Case Manager (s) at least three times,

Program Staff will utilize participant input, assessment data, appropriate interventions, direct services, and resource linkage to achieve at least one primary goal identified by participants to reduce individual harm driven by unmet behavioral health needs and/or unmet responsibility factors (i.e., Social Determinants of Health).

5.3 Increase the number of Arrest Diversion Referrals.

- a. In FY 24, of the total number of referrals received, a target of 10% shall be Arrest Diversion Referrals, as long as efforts to increase ADRs do not create participant, program, or community harm.



COLORADO
Behavioral Health
Administration

EXHIBIT B-3, FY24 ANNUAL BUDGET

BHA Program	Criminal Justice Diversion-LEAD/LEAD
--------------------	--------------------------------------

Agency Name	City and County of Denver Department of Safety
Budget Period	July 1, 2023- June 30, 2024
Project Name	Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity (LEAD/LEAD)

Program Contact Name, Title	Tien Tong
Phone	303-418-3373
Email	Viet-Tien.Tong@denvergov.org
Fiscal Contract Name, Title	Chanee Cummings
Phone	720-913-6538
Email	Chanee.Cummings@denvergov.org
Date Completed	3/31/2023

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
Program Administrator	Provide program management and supervision. Oversee program development, implementation and operations. Facilitate collaboration among key partnerships for guiding and improving program activities. Ensure contract compliance and deliverables are met.	\$ 108,925.00	\$ 32,677.50	100%	\$ 141,602.50
Outreach Intake Coordinators/Case Managers	Receive warm hand-offs from program referrals at partner agencies or in the field. Conduct intake and follow-up assessments and collaborate with participants to create plans and set goals for intensive case management. Create warm hand-offs to key providers, particularly housing and behavioral health, and meet clients where they are at in the community, as needed.	\$ 232,000.00	\$ 69,600.00	100%	\$ 301,600.00
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)					\$ 443,203.00
Contractors / Consultants (payments to third parties or entities)					Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	
CiviCore	Regular maintenance plus system upgrades, updates, and training	\$ 575.00	12	\$ 6,900.00	
Total Contractors/Consultants					\$ 6,900.00
Subawards					Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	
				\$ -	
Total Subawards					\$ -
Travel					Annual Budget

Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Parking and travel/mileage reimbursements	Average cost of parking and mileage reimbursement for staff at \$30/staff/week	\$ 120.00	52	\$ 6,240.00
Total Travel				\$ 6,240.00
Supplies & Operating Expenses				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Temporary Shelter	Temporary hotel/shelter vouchers that provide access to a safe indoor bed while providers work with clients on stabilization and transitional treatment options. May include motel stays or other private or non-profit temporary shelter options. Stays may vary on a case by case basis, but the quantity is calculated based on average of 3 nights per stays	\$ 270.00	55	\$ 14,850.00
Transitional Housing	Transitional Housing supports agreements with housing providers to create opportunities for sober living or other transitional housing. The program may help subsidize rent costs for people between 1 and 3 months, on a case-by-case basis. The purpose of this support is to help gradually transition people who do not have the ability to pay, have applied for and do not have other temporary/transitional housing support at the time, and can significantly benefit from short term housing support, into longer term housing options. Rate is calculated based on average one bedroom rental in Denver per month x a period of 1.5 months. per person	\$ 2,250.00	14	\$ 31,500.00
Treatment Beds	Easy access, low barrier, safe treatment beds to provide people with temporary and transitional stability while giving case managers and care coordinators time to connect them more effectively to the services they need. The treatment provider delivers transitional residential substance abuse treatment with the goal of providing stabilization and encouraging gradual transition to consistent, community-based treatment. Treatment beds at a rate of \$60 per day per bed x 30 days per person	\$ 1,800.00	5	\$ 9,000.00
Wraparound Services	Flexible wraparound service resources for basic care supplies and to fill other gaps in resources, on a case-by-case basis, that are not already covered through insurance or other public assistance. Examples of individual client support items might include ID fees, a meal, a wheelchair, a bus ticket, etc. Rate is based on average cost per person. Quantity is based on an average of 45 participants a month for twelve months.	\$ 25.00	540	\$ 13,500.00
Training	Case management and other best-practice trainings, as needed, such as MI, trauma-informed practices, harm reduction, case management, and cross training with community and justice related partners, including light food and beverage for training events.	\$ 3,197.00	2	\$ 6,394.00
Cell phone service	Cell phone services for 5 staff per month	\$ 300.00	12	\$ 3,600.00
Computers	Computers and cell phone for 4 new staff	\$ 1,250.00	4	\$ 5,000.00
Total Supplies & Operating Expenses				\$ 83,844.00
TOTAL DIRECT COSTS (TDC)				\$ 540,187.00
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)				\$ 540,187.00
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	7%	\$ 37,813.09	
Total Indirect				\$ 37,813.00
TOTAL Request				\$ 578,000.00

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

Exhibit C-3 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-3, "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.