

# Contract Amendment #7

## Signature and Cover Page

**State Agency**

Colorado Department of Human Services  
 Behavioral Health Administration

**Contractor**

Douglas County

**Current Contract Maximum Amount**

**Initial Term**

State Fiscal Year 2023 \$274,706.00

**Extension Terms**

State Fiscal Year 2024 \$270,000.00

State Fiscal Year 2025 \$459,550.00

State Fiscal Year 2026 \$350,000.00

State Fiscal Year 2027 \$345,000.00

Total for All State Fiscal Years \$1,699,256.00

**Original Contract Number**

23 IBEH 174371

**Amendment Contract Number**

27 IBEH 204135

**Contract Performance Beginning Date**

June 1, 2022

**Current Contract Expiration Date**

June 30, 2027

---

Signature page begins on next page.

---



**The Parties Hereto Have Executed This Amendment**

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

**Contractor**

Douglas County

**State of Colorado**

Jared S. Polis, Governor  
 Colorado Department of Human Services  
 Michelle Barnes, Executive Director

\_\_\_\_\_  
 By: Abe Laydon, Chair, Board of Douglas  
 County Commissioners

\_\_\_\_\_  
 By: Stephanie Beasley, Commissioner  
 Behavioral Health Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor**

Douglas County

**Contractor**

Douglas County

\_\_\_\_\_  
 By: Arielle Denis, Legal

\_\_\_\_\_  
 By: Christie Guthrie, Financial Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor**  
Douglas County

\_\_\_\_\_  
By: Doug DeBord, County Manager

**Date:** \_\_\_\_\_

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**State Controller**  
Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: Telly Belton/Toni Williamson/Amanda Rios/Nina Douglass

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 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, 2026, 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 amendment is to renew the contract for State Fiscal Year 2027. This amendment updates Exhibit A, Exhibit B, Exhibit C, and adds \$345,000.00 in new funding for FY27.

## **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-2, Statement of Work, with Exhibit A-3, Statement of Work, attached and incorporated by reference.
- D. ADD Exhibit B-7, Budget, attached and incorporated by reference.
- E. REPLACE Exhibit C-3, Miscellaneous Provisions, with Exhibit C-4, Miscellaneous Provisions, attached and incorporated 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-3 - Statement of Work

## Article 1

## Purpose and Target Population

## 1.1 Purpose

The purpose of this project is to create, sustain, or expand Co-Responder Programs. Co-Responder Programs (“Programs”) create and foster partnerships between behavioral health professionals and law enforcement, in order to provide effective responses to individuals in crisis and those with behavioral health needs (mental health and/or substance use). Programs identify calls for police service where behavioral health appears to be a relevant factor and utilize the combined expertise of behavioral health and law enforcement to de-escalate situations, deflect individuals away from unnecessary criminal legal system involvement and hospitalization, and link individuals to appropriate services. The behavioral health clinician provides on-site screening and assessment, crisis intervention services, and referrals, as well as follow-up and connections to additional resources when necessary.

Taking population density and other available resources into consideration, the program and team structure vary between locations to best meet the needs of the community and the partnering agencies. There are generally two approaches: a primary or secondary response model. A primary response is when the clinician is paired with an officer for a joint response, and the officer’s time is usually dedicated to the program. A secondary response is when the clinician responds to requests from officers or dispatch and is not generally paired directly with an officer. In addition to law enforcement and behavioral health clinicians, Programs may include other components, such as additional first responder types (fire, EMS, etc.), case management, and peer support.

## 1.2 Target Population

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

## Article 2

## Definitions and Acronyms

- 2.1 **“BAA”** means Business Associate Agreement, as defined in Exhibit D - HIPAA Business Associate Agreement- Qualified Service Organization Addendum.
- 2.2 **“BHA”** means Behavioral Health Administration established in Section 27-50-102, C.R.S.
- 2.3 **“CDHS”** means Colorado Department of Human Services which is the principal department of the Colorado state government that operates the state's social services.
- 2.4 **“Co-Responder Program”** means Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor.
- 2.5 **“Contractor”** means individual or entity selected as a result of solicitation to complete the work contained in the Contract.
- 2.6 **“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.
- 2.7 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996.
- 2.8 **“Program”** means the Co-Responder program.
- 2.9 **“Program/Project Manager”** means the person responsible and accountable for managing the Contractor's Co-Responder Program.
- 2.10 **“Program Coordination Group”** means the group that oversees the Program's implementation and progress.
- 2.11 **“Project Director”** means the person who is employed by and has decision making authority for the Contractor, holds overall responsibility for ongoing program administration and fiscal oversight and is the point of contact for BHA for the purposes of contract management and oversight.
- 2.12 **“RNR”** means the Risk-Need-Responsivity model of assessment and treatment to determine risk of recidivism, criminogenic needs, and responsivity of interventions.
- 2.13 **“Steering Committee”** means the group responsible for guiding changes and addressing issues related to the implementation and development of the Program.

## Article 3 Activities and Services

### 3.1 Allowable Uses of Funding

The Contractor may use funds to support, with the approval of BHA, items including but not limited to the following:

- (a) Program personnel, project management, and community engagement.
- (b) Costs for temporary services and treatments necessary to stabilize a participant's condition, including necessary housing, when other funding is unavailable.
- (c) Outreach.
- (d) Specialized program training approved by BHA.
- (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.

### 3.2 Work Plan

- (a) The Contractor shall provide BHA with an annual Work Plan, using the BHA-provided template, for review and approval.
  - i. DELIVERABLE: Annual Work Plan
  - ii. DUE DATE: Due 30 days from Contract Effective Date and annually thereafter
  - iii. DELIVERED TO: Program Manager

3.3 The Contractor shall respond to communications from the BHA within five (5) calendar days.

### 3.4 Start-up Period for Project Development

The Contractor shall be permitted a start-up period of up to three (3) months from the date of contract execution. At the end of this period, the Contractor is expected to have all required program partnerships and contracts finalized and to be ready to begin program operations. If the Contractor is unable to implement the program within three months, the Contractor will be placed on a performance improvement plan and shall work with BHA to draft and meet it.

### 3.5 Steering Committee

- (a) The Contractor shall develop and maintain a Steering Committee that meets at least biannually to oversee the implementation and ongoing development of the Program for the duration of the Contract term. The Steering Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:
- i. Lead law enforcement agency representative.
  - ii. Behavioral health service provider representative.
  - iii. Impacted individual and/or consumer or family member.
  - iv. Local hospital representative and;
  - v. Crisis Services representative.
- (b) The Contractor shall also include other entities in the Steering Committee, which, in its determination, are integral to the success of the Program. Entities may include, but are not limited to, prosecutors, jail administrators, advocacy groups, and harm reduction agencies.
- (c) The Steering Committee shall be charged with the following:
- i. To perform an initial examination of the nature of the problem to help develop the Program's objectives and design.
  - ii. To consider how the Program relates to other local criminal justice or behavioral health partnerships that may be in place or are in the process of being established.
  - iii. To support a forum for planning decisions during the implementation phase, and to provide ongoing leadership, problem-solving, and design modifications throughout the life of the Program.
  - iv. To designate appropriate staff to make up a Program Coordination Group.
  - v. To identify and resolve or reduce the impact of any barriers to the Program's success.
  - vi. To develop procedures to ensure that essential information is shared in an appropriate and timely manner.
    - 1) DELIVERABLE: Steering Committee & Program Coordination Group Rosters
    - 2) DUE DATE: Sixty (60) days after contract execution and as updated
    - 3) DELIVERED TO: [cdhs\\_bhadeliverables@state.co.us](mailto:cdhs_bhadeliverables@state.co.us)

### 3.6 Program Coordination Group

- (a) The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. If creating two separate groups is unrealistic due to workforce and/or resource limitations, this Program Coordination Group may be the same as the Steering Committee.
- (b) The Program Coordination Group shall:
  - i. Oversee officer and Program training implementation, as specified in Article 3.12 below.
  - ii. Measure the Program's progress toward achieving stated goals.
  - iii. Resolve ongoing challenges to the Program's effectiveness; and
  - iv. Inform agency leaders and other policymakers of Program costs, developments, and progress.
- (c) The Contractor shall designate a law enforcement Program Champion within each partnering law enforcement agency to serve as the agency's representative on the Program Coordination Group.
  - 1) DELIVERABLE: Steering Committee & Program Coordination Group Rosters
  - 2) DUE DATE: Sixty (60) days after contract execution and as updated
  - 3) DELIVERED TO: [cdhs\\_bhadeliverables@state.co.us](mailto:cdhs_bhadeliverables@state.co.us)

### 3.7 Program/Project Manager

The Contractor shall select a Program/Project Manager ("Manager"), and establish the Manager's role, responsibilities, and authority, which shall include support of the Steering Committee and the Program Coordination Group. The Manager is the point person for BHA throughout the life of the contract. The Contractor shall notify BHA by email of any changes to the Manager's contact information within one business day of the change.

### 3.8 Project Director

If the Manager is not employed within the Contractor's agency or does not have the necessary decision making authority, the Contractor shall identify a Project Director who is employed by the Contractor and has decision making authority for the Contractor. The Project Director holds overall responsibility for ongoing program administration and fiscal oversight and is the point of contact for BHA for the purposes of contract management and oversight. The Contractor shall notify BHA via email of any changes to the Project Director's contact information within one business day of the change. If the Manager has

the necessary authority within the Contractor's agency, the Project Director role may be the same person.

### 3.9 Partnership Agreements

The Contractor shall develop partnership agreements with other local criminal justice agencies, behavioral health agencies, or government agencies, to address any key challenges inherent in multidisciplinary collaboration. Partnership agreements shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data. The Contractor, or any other party or partnership, does not have authority to negotiate or enter into any agreements on behalf of CDHS or the BHA.

- (a) DELIVERABLE: Partnership Agreement(s)
- (b) DUE DATE: Upon execution of a partnership agreement(s)
- (c) DELIVERED TO: [cdhs\\_bhadeliverables@state.co.us](mailto:cdhs_bhadeliverables@state.co.us)

### 3.10 Data Sharing Agreements

The Contractor shall ensure that a data-sharing Business Associates Agreement ("BAA") is developed and implemented between the partner agencies, as required by law. The data-sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA-BAA and 42 CFR Part 2.

### 3.11 Program, Policies, and Procedures

- (a) The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval.
- (b) The Contractor shall submit a draft copy of each of the policies and procedures required under this Article 3.11, to BHA for review and comment. The Contractor shall work with BHA to resolve all comments from BHA and incorporate any agreed-upon revisions in the final policies and procedures.
  - i. DELIVERABLE: Program Policies and Procedures Document
  - ii. DUE DATE: Draft document due to BHA ninety (90) days from initial Contract Effective Date. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within ten (10) days of changes
  - iii. DELIVERED TO: BHA Program Manager shall provide email address during contract execution process.

- (c) The Contractor shall ensure that specific policies and procedures are developed and implemented for the following aspects of the Program.
- i. 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 and contacted by the Program, including the types of calls for service and the general circumstances that warrant a co-response engagement. The Contractor shall include the Target Population criteria outlined in Article 1.2 in the Program target population and eligibility criteria.
  - ii. Call Taker and Dispatcher  
The Contractor shall develop, or ensure the development of, policies and procedures for call takers and dispatchers. These shall include, but are not limited to:
    - 1) The specific information call takers must gather from calls.
    - 2) Policies specifying the means by which dispatchers are informed of staffing patterns, including up to date information during shifts.
    - 3) Clear definitions of the geographic coverage areas designated and eligible for law enforcement and behavioral health Co-Responder calls.
    - 4) Call types that Co-Responder Teams will respond to and the process by which dispatchers request deployment of the Co-Responder team to active calls for service.
- (d) Stabilization, Observation, and Disposition  
The Contractor shall develop policies and procedures to help guide law enforcement officers and behavioral health Co-Responders to resolve encounters with the least restrictive environment appropriate for the circumstances.
- (e) Transportation and Custodial Transfer  
The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:
- i. Identify facilities capable of assuming custodial responsibility, which are available at all times, have personnel qualified to conduct a behavioral health evaluation, and do not turn away people brought by law enforcement without specific reasons.

- ii. Establish resources to connect individuals with, including friends, family members, peer support groups, or crisis centers, when available in non-custodial situations.
- iii. Engage the services of the individual's current behavioral health provider or a crisis team.

(f) Critical Incident Policy

Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and/or serious injuries sustained by Program staff or clients) ("Critical Incidents") that occur during a Program intervention or response and adhere to Critical Incident Reporting in Article 3.19.

(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).

3.12 Program Training and Cross-Training

(a) State Program Meeting Requirements.

The Contractor shall attend an orientation session (mandatory only in the Contractor's first year under the Program), monthly Program progress status meetings with the BHA Program Manager, and other required Program meetings and training throughout the term of the Program.

- i. DELIVERABLE: Monthly Program Progress Status meetings
- ii. DUE DATE: Monthly (day and time shall be mutually agreed upon after contract execution)
- iii. DELIVERED TO: BHA Program Manager shall provide virtual meeting link upon identifying mutually agreed upon day and time

(b) Contractor Training

The Contractor shall provide necessary training for Contractor's Program to include:

i. 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 who have received training about the Program that is sufficient to cover all time shifts and geographic districts.

ii. Cross-Training

The Contractor shall provide opportunities to behavioral health personnel and other internal and external 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.

3.13 Service Area

The Contractor shall define the service area that best meets the community's needs and submit to BHA for approval.

3.14 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.

3.15 The Non-Displacement of Resources

The Contractor shall ensure Program participants do not receive preferential access to resources if it would prevent others on waitlists, or who had previously secured a resource, from being served.

3.16 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.

3.17 Staff Time Tracking and Invoicing

The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.

### 3.18 Subcontractor or Partnership Contract Execution and Termination

The Contractor shall submit copies of all their subcontracts related to this project within thirty (30) days of subcontract execution. In the event of the termination of a partnership with a subcontractor related to service provision of this project, the Contractor shall transition to a new partnership or hire personnel within the Contractor's agency no later than thirty (30) days from termination to ensure continuity of service for participants of the Program. The Contractor shall communicate any subcontractor termination via email to the BHA Program Manager within one (1) business day.

(a) DELIVERABLE: Subcontractor Executed Copies

(b) DUE DATE: Upon execution of subcontracts

(c) DELIVERED TO: [cdhs\\_bhadeliverables@state.co.us](mailto:cdhs_bhadeliverables@state.co.us)

### 3.19 Critical Incident Reporting

If a Critical Incident (including death, physical assault and/or serious injuries sustained by Program staff or clients) occurs during a Co-Responder intervention or response, the Contractor shall make the appropriate selection on the BHA data collection form and inform the BHA Program Manager within three (3) days to determine any additional actions.

### 3.20 Data Collections and Program Outcomes

The Contractor shall collect data, measure outcomes, and report Program outcomes to the State, using the BHA data collection form, to assist in determining the effectiveness of the Program. The Contractor shall provide the BHA Program Manager with the email(s) of the Program personnel who are responsible for the monthly data submission for inclusion on the Secure Uploader whitelist. The URL for the Secure Uploader is listed on the data collection form and may be requested from the BHA Program Manager

(a) Deliverable Report Title: Monthly data reporting

(b) Deadline: Fifteen (15) days after the end of the reporting month

(c) Deliverable Submission: Upload completed data template monthly via the BHA Secure Uploader

Article 4  
Deliverables

4.1 Deliverables Table

The Contractor shall provide the deliverables in accordance with the dates outlined in the table below to [cdhs\\_bhadeliverables@state.co.us](mailto:cdhs_bhadeliverables@state.co.us), unless otherwise specified.

Deliverable deadlines occurring after contract end date are contingent upon contract renewal. Deadlines may be altered administratively.

<b>Deliverable</b>	<b>Deadline</b>	<b>Statement of Work Reference</b>
Revised Work Plan (On a template provided by BHA)	Due 30 days from Contract Effective Date and annually thereafter	Article 3.2
Program Policies and Procedures Document	During implementation phase: 1. Draft document due to BHA ninety (90) days from Contract Effective Date. 2. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor.  Subsequent updates to policies and procedures due to BHA within ten (10) days of changes.	Article 3.11
Partnership agreement(s) copies	Upon execution of partnership agreement(s)	Article 3.9
Monthly Progress Status Meeting (Mutually agreed upon day/time via Google Meet)	Monthly	Article 3.12
Data reporting (Using BHA provided template and submitted through Secure Uploader)	Fifteen (15) days after the end of the reporting month	Article 3.20
Subcontract(s) copies	Upon execution of subcontract(s)	Article 3.18
Steering Committee and Program Coordination Group Member Rosters	Sixty (60) days after contract execution and as updated	Articles 3.5 and 3.6

Article 5  
Performance Outcome Measures

5.1 Measure: Number of calls for service and referrals received and responded to by Program

Outcome Goal: Of the total number of Program calls for service and 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-7: FY27 Annual Budget

BHA Program	Co-Responder		
Agency Name	Douglas County Government	Program Contact Name, Title	Laura Ciancone, Manager MH Division
		Phone	720-520-2497
		Email	<a href="mailto:lciancone@douglasco.gov">lciancone@douglasco.gov</a>
Budget Period	07/01/2026-06/30/2027	Fiscal Contact Name, Title	Abby Fithian, Supervisor, Financial Services
		Phone	303-814-5360
		Email	<a href="mailto:afithian@douglasco.gov">afithian@douglasco.gov</a>
Project Name	Douglas County Community Response Team	Date Completed	4/17/2026

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
CRT Clinical Staff	Salary for Clinicians and Resource Specialists	\$92,647.80	\$ 39,900.20	100%	\$ 132,548.00
CRT Clinical Staff	Salary for Clinicians and Resource Specialists	\$ 79,151.00	\$ 15,828.00	100%	\$ 94,979.00
CRT Clinical Staff	Salary for Clinicians and Resource Specialists	\$ 77,757.95	\$ 25,717.05	100%	\$ 103,475.00
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)					\$ 331,002.00
Contractors / Consultants (payments to third parties or entities)					Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	
				\$ -	
Total Contractors/Consultants					\$ -
Travel					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
				\$ -	
Total Travel					\$ -
Supplies & Operating Expenses					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
CRT General Supplies	Supply items for the Douglas County Community Response Team (CRT) program such as office/car supplies business cards leave-behind CRT notifications and information for clients, program branded communication materials, uniforms, equipment including but not limited to technology, items for community events and for client engagement/distress tolerance, translation services, etc.	\$ 583.50	12	\$ 7,002.00	
CRT Service Dog Maintenance	Food, veterinary care (basic annual visits and vaccinations), equipment, car climate motoring system, certifications and grooming. The amount of \$2,000 is for a single therapy dog.	\$ 166.00	12	\$ 1,992.00	

Client Funds	Flexible funds for CRT clients as short-term support to meet basic needs and reduce barriers to care, to include but not limited to transportation, emergency shelter, food, clothing, assistance with treatment co-pays, etc. Additionally, this fund may be used to assist individuals and families meet other basic needs that if unmet impact the ability to be mentally well, safe and stable, to include but not limited to, pro-social and wellness activities, childcare, etc.	\$ 217.00	12	\$ 2,604.00
CRT Team Day	Team building and cross training among clinicians, resource specialists, law enforcement, other Mental Health Division programs, and with community partners. Activities may include, for example, a range day (fee to book), team building activities with a fee, specialty/topical trainings with a fee.	\$ 400.00	1	\$ 400.00
Continuing Education Units (CEU) and Certification Stipend	Equitable, once-annual/person, stipend for CRT Clinicians to cover costs associated with CEUs, tests, and certifications/licensure directly relevant and related to the delivery of high-quality crisis clinical services.	\$ 250.00	8	\$ 2,000.00
				\$ -
Total Supplies & Operating Expenses				\$ 13,998.00
<b>TOTAL DIRECT COSTS (TDC)</b>				<b>\$ 345,000.00</b>
<b>Exclusions from Indirect Cost Base expenses per OMB 2CFR § 196</b>				
Subaward in excess of \$50,000				\$ -
Rent				\$ -
Equipment in				\$ -
Other				\$ -
Total Expenses per OMB 2CFR § 200				\$ -
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>				<b>\$ 345,000.00</b>
<b>Indirect Costs</b>				<b>Annual Budget</b>
Indirect Cost	Description of Item	Percentage	Total Amount Requested	
			\$ -	
Total Indirect			\$ -	
<b>TOTAL Request</b>				<b>\$ 345,000.00</b>

## Exhibit C-4 - 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 fifteen 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 to be funded by this Contract. Contractor shall submit marketing materials to BHA Communications Team for approval prior to release. BHA's Communications Team shall provide feedback or approval within five 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 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 or 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. Procurement Requirement

The Contractor shall comply with all the provisions and requirements of RFP 2025\*152 and with Contractor’s solicitation response thereto.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent

possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).

2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
  3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
  4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
    - a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
  5. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    - a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
    - b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
    - c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.
- I. Cultural Responsiveness in Service Delivery
1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement

strategies to decrease the disparities in access, service use, and outcomes— both within those subpopulations and in comparison to the general population.

2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to [cdhs\\_BHAdeliverables@state.co.us](mailto: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/clas/standards>

#### J. Prohibition on Marijuana

Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

#### K. Monitoring Requirements

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

1. Monthly or quarterly monitoring calls

2. Invoice supporting documentation, for example: timesheets, logs of travel, or wraparound service costs
  3. Routine programmatic reports
  4. Technical assistance and training
  5. Site visits
- II. Use of Subcontracts
- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
  - B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.
  - C. Any subcontract for services must include, at a minimum, the following:
  - 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](mailto:cdhs_BHAdeliverables@state.co.us) within thirty days of subcontract execution.
    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
  - 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 thirty days from termination to ensure continuity of care for all participants of the program.

### III. Financial Requirements

#### A. Funding Sources

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

#### B. Program Income

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

#### C. Budget Reallocations

The Contractor may reallocate funds between the budget categories of this contract, up to ten percent (10%) of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

#### D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the twentieth of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to [CDHS\\_BHApayment@state.co.us](mailto:CDHS_BHApayment@state.co.us).
4. Year-end invoice estimates are due by June 15th. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30th.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than forty-five days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30th which require revisions must be final by September 10th or they may not be paid.

8. Any requests for payment received after September 10th for the prior state fiscal year or after December 10th for the prior federal fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five days of receipt of a correct and complete invoice to CDHS\_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five days after invoice submission to the State.