EXHIBIT A
STATEMENT OF WORK

Part One
General Provisions

Part One: General Provisions

Chapter 1
Background and Overview

1.1.1. BHASOs, Defined. Behavioral Health Administrative Services Organizations ("BHASOs") are regionally-informed administrative organizations with which BHA contracts to establish, administer, and maintain adequate networks of Behavioral Health Safety Net Services and Care Coordination. (C.R.S. § 27-50-401(1)).

1.1.2. BHASO Statutory Requirements. Pursuant to C.R.S. § 27-50-403(2) and C.R.S. § 27-50-301(2), a BHASO shall:

a. Proactively engage priority populations and high acuity Individuals with adequate case management and Care Coordination throughout the care continuum;
b. Incorporate, implement, and demonstrate trauma-informed care practices;
c. Accept and provide behavioral health safety net services to Individuals presenting for services in the behavioral health administrative services organization's region, even in the presenting Individual resides in a different region;
d. Promote competency in de-escalation techniques;
e. Through network adequacy and other methods, ensure timely access to treatment, including high-intensity behavioral health treatment and community-based treatment for all Individuals including children, youth, and adults;
f. Require collaboration with all state and local law enforcement and county agencies in the service area, including judicial districts, county departments of human or social services and local collaborative management programs within the service area;
g. Triage Individuals who need alternative services outside the scope of the behavioral health safety net system;
h. Promote patient-centered care, cultural awareness, and coordination of care to appropriate behavioral health safety net providers;
i. Collaborate with schools and school districts in the service area to identify gaps in services and to promote student access to behavioral health services at school and in the contracting with providers to build the network of behavioral health safety net services, inclusion of relevant programs or services eligible for federal grants or reimbursement, including relevant programs or services identified in the federal Title IV-E prevention services clearinghouse;
j. Update information as requested by the BHA about available treatment options and outcomes in each Region of the state;
k. Utilize evidence-based or evidence-informed programming to promote quality services;
l. Prioritize relevant programs or services eligible for federal grants or reimbursement, including relevant programs or services identified in the federal Title IV-E prevention

services clearinghouse when contracting with providers to build the network of Behavioral Health Safety Net Services; and

m. Meet all other criteria established by the BHA in this Contract and its referenced materials.

1.1.3 Purpose. No later than July 1, 2025, the BHASO shall establish, administer, and maintain an adequate network of providers of Behavioral Health Safety Net Services and Care Coordination. Network adequacy is discussed further in Part One, Chapter 6, Article 2.

1.1.4 Objectives. The BHASO shall provide utilization and access, quality, fiscal, and data management for the Safety Net Services within its Region(s). The BHASO shall also provide and coordinate behavioral health services for children, youth, and families. The objectives of this program are to:

1. Operate as part of a continuum of integrated services, with deep connections to community resources;
2. Operate an integrated behavioral health Safety Net System that serves the entire Region(s) and incorporates the Substance Abuse Mental Health Services Administration (SAMHSA) Practice Guidelines and Guiding Principles, as well as SAMHSA Guidelines for Trauma-Informed Care as described in section 1.3.10 below;
3. Apply a recovery and resiliency-oriented philosophy and clinical design aimed at producing tangible, improved outcomes;
4. Develop appropriate coordination across the continuum of care and improve access by linking the Safety Net System, Care Coordination, and community resources;
5. Maintain a network capable of ensuring access and continuity of all contracted services within the Region(s);
6. Provide seamless transitions as Individuals move across systems of care, based on the Individual's needs and rights; and
7. Partner and/or contract with the Regional Accountable Entities, law enforcement, counties, Single Entry Points, System of Care collaboratives, child and adolescent serving programs, county human service agencies, Community Centered Boards and other providers to meet the goals and objectives of the Safety Net System and improve the health and well-being of Coloradans.

1.1.5 BHASOs and Colorado's Behavioral Health Safety Net.

a. As set forth in C.R.S. 27-50-301(1); the Behavioral Health Safety Net System is a comprehensive and standardized behavioral health system throughout the state that must include Behavioral Health Safety Net Services for children, youth, and adults along a continuum of care. The Behavioral Health Safety Net System represents the portion of the state's behavioral health system that is publicly funded. The Safety Net System is critical in ensuring all Individuals experiencing behavioral health challenges can access

Behavioral Health Safety Net Services along the continuum of care, regardless of the severity of their need or their ability to pay.

b. BHA has three roles as relates to the Behavioral Health Safety Net System: setting up conditions, directly regulating, and delivering funds within the Safety Net System. The BHASOs are the main mechanism by which BHA delivers funds within the Safety Net System. The BHASOs utilize BHA funds to contract with a network of Safety Net Providers and the Individual Provider Network to provide the Safety Net Services. On behalf of BHA, the BHASOs form the networks required to deliver Safety Net Services. BHA and the BHASOs will each have a role in monitoring the availability and quality of services that are provided to Individuals in Colorado, assessing the adequacy of funds available for care delivery, and in making recommendations on what resources are needed for an effective Behavioral Health Safety Net System.

Chapter 2
Definitions and Acronyms

Article 1 - Definitions
Article 2 - Acronyms

Article 1 - Definitions

"27-65; or 27-65 Program" - The Care and Treatment of Persons with Mental Health Disorders outlined in Colorado law (C.R.S. §27-65-101, *et seq*.). This law includes the procedures and oversight of involuntary care and treatment of individuals with mental health disorders. These services include but are not limited to: 72-hour mental health holds; Involuntary Transportation Holds; Short-Term Mental Health Certifications; Long-term Involuntary Care and Treatment; Court-Ordered Evaluations; and Involuntary Medications. The State of Colorado requires all facilities that perform 27-65 procedures submit data to the Behavioral Health Administration to ensure Individual safety and maintain standards of care.

"988/Crisis Line" - the 988 Suicide & Crisis Lifeline, formally National Suicide Prevention Lifeline. The 988 Lifeline is a national network of local crisis centers that provide free and confidential emotional support to people in suicidal crisis or emotional distress 24 hours a day, 7 days a week in the United States.

"Acute Treatment Units (ATU)" - an agency or a distinct part of an agency, with an endorsement for short-term psychiatric care, which may include treatment for substance use disorders, that provides a twenty-four-hour, therapeutically planned and professionally staffed environment for individuals who do not require inpatient hospitalization but need more intense and individualized services than are available on an outpatient basis, such as crisis management and stabilization services.

"Administrative Fee" - a fee charged by the agency responsible for administering programs to cover expenses related to record-keeping and/or additional administrative costs.

"Administrative Service Organization (ASO)" - An organization responsible for managing a comprehensive and statewide Crisis System that includes Mobile Crisis Response, Walk-In Centers, Crisis Stabilization, and Crisis Respite Services capable of serving children, adolescents, and adults in behavioral health crisis situations pursuant to C.R.S. §27-65-103 - 104.

"Adult Protective Services (APS)" - APS investigates allegations of physical and sexual abuse, caretaker neglect, exploitation and harmful acts (collectively referred to as "mistreatment") and self-neglect of at-risk adults. APS offers protective services to improve the health, safety, and welfare of at-risk adult(s) experiencing mistreatment or self-neglect. APS uses community-based services and resources, health care services, family and friends when appropriate, and other support systems while protecting the at-risk adult's right to confidentiality, self-determination, and least-restrictive intervention.

"Appropriateness" - means the provision of treatment services consistent with the Individual's identified clinical needs and level of functioning.

"Ascent" - a holistic, community-based program that implements the Coordinated Speciality Care model for First Episode Psychosis (FEP) to provide intensive outpatient treatment and support.

"Assertive Community Treatment (ACT)" - a program that offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness.

"Assistance Listing" - refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA).

"At-Risk of Homelessness" - an individual or family who are experiencing housing instability such as being on the verge of losing their housing for behavioral health (i.e. serious and/or persistent mental illness, hospitalization, entering/exiting institutionalization, crisis intervention, etc.), fallen behind or unable to make their rental or mortgage payments for any given reason including lack of immediate additional resources. Individuals or families who are being displaced, or experiencing additional barriers such as lacking familial support, fleeing partner intimate violence or human trafficking, are justice involved, or have a mental/physical disability. Additionally, individuals or families who are living in hotels/motels, couchsurfing, individuals doubling-up in one household or multiple families living in one household, youth with a history of running away, unaccompanied children or youth, children and youth involved in the child welfare, foster care, or juvenile justice system, and individuals living in their vehicles including recreational vehicles (i.e. recreational vehicles, motorhomes, campervans, coaches, caravans, travel trailers, campers, or popup campers).

"Behavioral Health" - as defined in C.R.S. §27-50-101(1): An individual's mental and emotional well-being and actions that affect an individual's overall wellness. Behavioral health issues and disorders include substance use disorders, mental health disorders, serious psychological distress, serious mental disturbance, and suicide and range from unhealthy stress or subclinical conditions to diagnosable and treatable diseases. "Behavioral health" also describes service systems that encompass promotion of emotional health and prevention and treatment services for mental health disorders and substance use disorders.

"Behavioral Health Accounting and Auditing Guidelines" - guidelines for recording and reporting revenues and expenses of Colorado's behavioral health services delivery system and provide a comprehensive cost reporting system for Colorado's behavioral health providers.

"Behavioral Health Administration (BHA)" - Behavioral Health Administration was established in July 2022 by HB21-1097 to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs across all payers. It is the lead entity to ensure there is a transparent and accountable system in place that results in better behavioral health outcomes for all people in Colorado.

"Behavioral Health Administration Advisory Council (BHAAC)" - The BHA Advisory Council (BHAAC) is a group of people with lived experience who applied for and were selected

to ensure there is public accountability and transparency across the activities of the BHA. The inclusion of the BHAAC is codified in legislation and the BHAAC began activities in 2022.

"Behavioral Health Administration, Administrative Rule" - BHA is responsible for regulating the provision of behavioral health services in Colorado by developing and monitoring reasonable and proper rules and regulations. The State Board of Human Services passed the updated BHA Provider Rules (adopted November 3, 2023), setting the foundation for new rules and regulations to take effect for behavioral health providers beginning on January 1, 2024.

"Behavioral Health Administrative Service Organization (BHASO)" - An organization that will contractually administer substance use disorder treatment services (currently managed by Managed Service Organizations), crisis services (currently managed by Administrative Service Organizations), community mental health services offered by Community Mental Health Centers, and other behavioral health related programs historically operated by the BHA. The BHASOs will manage a network to provide a continuum of Behavioral Health Safety Net Services and Care Coordination in their regions. BHASOs will also be expected to interface and align with the Regional Accountable Entities that manage services and provide Care Coordination for Medicaid members.

"Behavioral Health Entity (BHE)" - a facility or provider organization engaged in providing community-based health services, which may include behavioral health disorder services, alcohol use disorder services, or substance use disorder services, including crisis stabilization, acute or ongoing treatment, or community mental health center services.

"Behavioral Health Provider" - As defined in C.R.S. 27-50-101(6); a recovery community organization as defined in C.R.S. 27-80-126, a recovery support services organization as defined in C.R.S. 27-60-108, or a licensed organization or professional providing diagnostic, therapeutic, or psychological services for behavioral health conditions. Behavioral health providers include a residential child care facility, as defined in C.R.S. 26-6-903(29), and a federally qualified health center.

"Behavioral Health Safety Net Provider" - Comprehensive Community Behavioral Health Providers and Essential Behavioral Health Safety Net Providers.

"Behavioral Health Safety Net Services" - As defined in C.R.S. 27-50-301(3)(a):

(a) Emergency or crisis behavioral health services;
(b) Mental health and substance use outpatient services;
(c) Behavioral health high-intensity outpatient services;
(d) Behavioral health residential services;
(e) Withdrawal management services;
(f) Behavioral health inpatient services;
(g) Mental health and substance use recovery supports;
(h) Integrated care services;
(i) Care management;
(j) Outreach, education, and engagement services;
(k) Outpatient competency restoration;

(l) Care coordination;
(m) Hospital alternatives;
(n) Screening, assessment, and diagnosis, including risk assessment, crisis planning, and monitoring to key health indicators; and
(o) Additional services that the BHA determines are necessary in a region or throughout the state.

"Behavioral Health Services" - mental health, substance use, and/or co-occurring services.

"Behavioral Health Task Force (BHTF)" - On April 8, 2019, Governor Jared Polis directed the Colorado Department of Human Services to spearhead Colorado's Behavioral Health Task Force. The mission of the task force was to evaluate and set the roadmap to improve the current behavioral health system in the state. In September 2020, the task force released its blueprint, as well as several other reports, that outline our vision for reform.

"BHA Program" - a scope of work identified in Exhibit A, Part Three that may be developed and implemented to contribute to provision of each required Safety Net Service.

"Bipolar with Psychosis" - is characterized by Bipolar Disorder with the presence of either delusions or hallucinations or both.

"Bridge Housing" - typically does not set timeframes for residences, is accompanied by tenancy supportive services (TSS), and provides a temporary place for those who have been matched with a supportive housing opportunity, Permanent Supportive Housing or Rapid Re-Housing, to safely reside while waiting to finalize the logistics necessary to utilize a voucher or other form of rental assistance.

"**Bridges Court Liaison Program"** - The Bridges Program dedicates local behavioral health professionals as court liaisons (court liaisons) in each judicial district to facilitate communication and collaboration among judicial, health care, and behavioral health systems.

"Business Associate Agreement (BAA)" - an agreement between a HIPAA covered entity and a business or individual that performs certain functions or activities on behalf of, or provides a service to, the covered entity when the function, activity, or service involves the creation, receipt, maintenance, or transmission of Protected Health Information (PHI) by the business or individual.

"Business Day" - refers to any day in which normal business operations are conducted. This is generally considered to be Monday through Friday from 9 a.m. to 5 p.m. local time and excludes weekends and public holidays.

"Calendar Day" - refers to every day on the calendar, i.e. all 365 days of the year (366 if it is a leap year).

"Capacity / Capacity Budget" - The capacity-based business model utilizes a cost and revenue center approach whereby total costs and revenues are isolated, accumulated, adjusted by revenue recognized from other payers in accordance with GAAP. BHA covers the unfunded remainder of

the costs to maintain service capacity. The unfunded costs covered by BHA are limited to the not-to-exceed amount of the Contract(s).

"Care Coordination" - services that support Individuals and families and initiate care and navigating crisis supports, mental health and substance use disorder assistance, and services that address the social determinants of health, and preventive care services.

"Care Management" - outreach-focused high-intensity support to individuals who may have complex needs, be involved in multiple systems, and/or require additional support to achieve whole person health.

"Care Navigation Line" - services include independent screening of the treatment needs of the Individual using nationally recognized screening criteria to determine the correct level of care; the identification of licensed or accredited treatment options across the continuum of care; and the availability of various treatment options for the Individual.

"CDPHE Opioid Antagonist Bulk Purchase Fund" - allows eligible entities to purchase opiate antagonists, such as naloxone or Narcan, at low or no cost.

"Certified Community Behavioral Health Clinic" - a type of health clinic in the United States that treats mental health and substance abuse disorders regardless of the patient's health insurance status and ability to pay for care. Certified Community Behavioral Health Clinics are funded through Medicaid or SAMHSA grants.

"Certified Recovery Coach" - a peer-based recovery service that is non-clinical and designed to engage others beyond recovery initiation through stabilization and into recovery maintenance.

"Child and Adolescent Needs and Strengths (CANS)" - a multi-purpose tool developed for children's services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. The CANS was developed from a communication perspective so as to facilitate the linkage between the assessment process and the design of individualized service plans including the application of evidence-based practices.

"Children and Youth with Special Health Care Needs (CYSHCN)" - HRSA Maternal and Child Health Bureau defines Children and Youth with Special Health Care Needs as "those who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally."
Link to definition:
https://mchb.hrsa.gov/sites/default/files/mchb/programs-impact/nsch-cshcn-data-brief.pdf

"Civil Forfeiture Report" - Civil forfeiture is a procedure used by the federal and state governments to seize assets without filing a criminal charge. The process is intended to disrupt complex criminal operations, like drug trafficking rings. The Civil Forfeiture Reform Act requires State and local law enforcement agencies authorized to effect civil forfeitures to biannually report:

(a) Specified information, if known, about forfeiture cases resulting in proceeds for the agency
(b) The amount of proceeds received from such cases
(c) A categorization of the expenditure of proceeds
(d) The retained balance of the forfeiture proceeds

"Closeout Period" - begins on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by BHA of non-renewal. The Closeout Period shall end on the day that BHA has accepted the final deliverable for the Closeout Period, as determined in the BHA-approved and updated Closeout Plan and has determined that the closeout is complete.

"Closeout Plan" - describes all requirements, steps, timelines, milestones and Deliverables necessary to fully transition the services described in the Contract from the Contractor to BHA or to another contractor selected by BHA to be the BHASO contractor after the termination of the Contract. The Closeout Plan shall also designate an Individual to act as a closeout coordinator, who will ensure that all requirements, steps, timelines, milestones and deliverables contained in the Closeout Plan are completed and work with BHA and any other contractor to minimize the impact of the transition on Individuals and BHA.

"Colorado Bureau of Investigation (CBI)" - the CBI is intended to support and assist local, county and state criminal justice agencies through the provision of professional investigative and forensic laboratory services, as well as the management and administration of criminal justice records and data sharing.

"Colorado Comprehensive Assessment Record (CCAR)" - a clinical instrument designed to assess the behavioral health status of a consumer in treatment. The tool can be used to identify current clinical issues facing the consumer and to measure progress during treatment.

"Colorado Crisis Services (CCS)" - the statewide behavioral health crisis response system offering mental health resources, substance use or emotional crisis help, and information and referrals.

"Colorado Daylight Partnership Learning Collaboratives" - Daylight Partnership assists local community health centers throughout Colorado in Advancing access to and enhancing behavioral healthcare services for deaf, hard of hearing and deafblind Coloradans.

"Colorado Open Records Act (CORA)" - means the Colorado Open Records Act, C.R.S. §§24-72-200.1 et. seq.

"Colorado Revised Statutes (C.R.S.)" - the codified general and permanent statutes of the Colorado General Assembly.

"Columbia Suicide Severity Rating Scale (C-SSRS)" - a suicidal ideation and behavior rating scale created by researchers at Columbia University, University of Pennsylvania, University of Pittsburgh and New York University to evaluate suicide risk.

"Commitment to Quality" - The performance monitoring strategy described in Section 1.8.2.4 of this Exhibit A, Part One.

"Community Centered Board (CCB)" - Community Centered Boards support access to long term services and supports through Medicaid waivers for Home and Community Based Services. Specific waivers require CCBs to coordinate services to Medicaid members in the least restrictive setting possible with the goal of keeping them in their homes and communities as an alternative to institutional care.

"Community Mental Health Center" - As defined in C.R.S. 25-1.5-103; either a physical plant or a group of services under unified administration and including at least the following: Inpatient services; outpatient services; day hospitalization; emergency services; and consultation and educational services, which services are provided principally for persons with behavioral or mental health disorders residing in a particular community in or near which the facility is situated.

"Community Reinforcement Approaches" - a psychosocial intervention for individuals with alcohol and other substance use disorders that has been adapted for several populations, including adolescents and family members of individuals resistant or reluctant to enter treatment.

"Community Supervision Tool (CST)" - used to assess the risk of reoffending and identify criminogenic needs to assist in supervision planning.

"Competency Individuals" - individuals who the court has ordered a competency evaluation, deemed incompetent to proceed, and/or ordered to complete restoration services.

"Competency Restoration" - The process used when an individual charged with a crime is found by a court to be incompetent to stand trial, typically due to an active mental illness or an intellectual disability. A criminal defendant must be restored to competency before the legal process can continue.

"Comprehensive Community Behavioral Health Provider/Comprehensive Provider" - As defined in C.R.S. 27-50-101(11); a licensed behavioral health entity or behavioral health provider approved by the Behavioral Health Administration to provide care coordination and the following Behavioral Health Safety Net Services, either directly or through formal agreements with behavioral health providers in the community or region:

(a) Emergency and crisis behavioral health services;
(b) Mental health and substance use outpatient services;
(c) Behavioral health high-intensity outpatient services;
(d) Care management;
(e) Outreach, education, and engagement services;
(f) Mental health and substance use recovery supports;
(g) Outpatient competency restoration; and
(h) Screening, assessment, and diagnosis, including risk assessment, crisis planning, and monitoring to key health indicators.

"Conflict of Interest" - when an individual's personal interests – family, friendships, financial, or social factors – could compromise his or her judgment, decisions, or actions in the workplace.

"Contingency Management" - the systematic application of behavioral principles, discovered by laboratory researchers working in the field of the experimental analysis of behavior, to treat the problem behavior of individuals.

"Continuity of Operations Plan" - is an effort within agencies to ensure that primary functions continue to be performed during a wide range of emergencies, including localized acts of nature, accidents and technological or attack-related emergencies.

"Contract" - The agreement, including all attached exhibits, all documents incorporated by reference, all referenced statutes, rules, and cited authorities, and any future modifications thereto, that is entered into as a result of a solicitation.

"Contract Amendment" - a document making changes to, correcting, or adding to an existing contract after it has been signed.

"Contractor" – The individual or entity selected as a result of this solicitation to complete the work contained in the Contract.

"Co-Responder" - a mental or behavioral health professional who aids law enforcement in responding to calls involving people with mental health or addiction issues, or any member of such a crisis response team.

"Correctional Treatment Board" - a seven-member statewide board that was created pursuant to HB12-1310. The board was created to manage the disbursement of the treatment funds as well as address policy issues as they pertain to the effective treatment of offenders with substance abuse and co-occurring disorders**.**

"Corrective Action Plan" - a process of identifying and addressing the root cause of a problem or non-performance by an agency, with the goal of preventing the issue from recurring and improving performance under the Contract.

"Couchsurfing" - an individual or families who frequently move, two or more times, from one tenuous living arrangement to another within the past sixty (60) days, does not have a lease or occupancy agreement up to sixty (60) days prior to relocating, and can be experiencing sleeping arrangements that include sleeping on a couch, bed, floor, or chair.

"County Department" - in reference to a State of Colorado County or district department of human or social services.

"Crisis Intervention Training (CIT)" - a specialized police curriculum that aims to reduce the risk of serious injury or death during an emergency interaction between persons dealing with a mental health crisis and the police officers who respond.

"Crisis Resolution Teams (CRT)" - multidisciplinary, specialist mental health services that offer brief intensive home treatment to people experiencing a mental health crisis, with the aim of averting hospital admission wherever possible.

"Crisis Respite Services" - provide temporary or short-term care by a licensee, candidate or other personnel based on the level of care being provided and is designed for an individual that has experienced a self-defined crisis. Crisis respite is intended to be a flexible intervention or set of services based on the presenting concerns of the individual in a self-defined crisis and must have the capacity to:

(a) Provide supports necessary to alleviate the conditions leading to the initial crisis, and
(b) Enhance an individuals' sense of safety and agency in managing their crisis.

"Crisis Stabilization Units (CSU)" - an agency, endorsed for behavioral health crisis and emergency services per Chapter 6 and that provides short-term, bed-based crisis stabilization services in a twenty-four-hour environment for individuals who cannot be served in a less restrictive environment.

"Crisis System" - an organized set of structures, processes and services in place to meet all types of urgent and emerging mental health crisis needs in a defined population or community, effectively and efficiently.

"Critical Incident" - includes but is not limited to the following:

(a) Breach of confidentiality: any unauthorized disclosure of protected health information as described in HIPAA.
(b) Death: including the death of an individual inside of or outside of the agency's physical location while an individual is receiving services or where an individual has attempted to receive services from the agency within the past thirty (30) calendar days.
(c) Elopement: absconding from a mental health hold, certification, emergency/involuntary commitment, or a secure facility where an individual is being held as a result of a court order. This includes any unauthorized absence of a child, when a child cannot be accounted for or when there is reasonable suspicion to believe the child has absconded.
(d) Any instance when an individual cannot be located following a search of the agency, the agency grounds, and the area surrounding the agency, and:
    (i) There are circumstances that place the individual's health, safety, or welfare at risk; or
    (ii) The individual has been missing for eight (8) hours.
(e) Medication diversion: any medication diversion. If the diverted drugs are injectable, the agency shall also report the full name and date of birth of any individual who diverted the injectable drugs, if known
(f) Medication error: medication error that resulted or could have resulted in harm to the individual.
(g) Medical emergency: any suicide attempt/self-injury, other form of serious injury, health emergency, overdose, or serious illness which occurred on agency premises or in the presence of agency personnel.

(h) Any instance involving physical, sexual, or verbal abuse of an individual by another individual, personnel, or a visitor to the agency.
(i) Any instance that results in any of the following serious injuries to an individual:
  (i) Brain or spinal cord injuries
  (ii) Life-threatening complications of anesthesia or life-threatening transfusion errors or reactions
  (iii) Second- or third-degree involving twenty (20%) percent of more of the body surface area of an adult or more fifteen (15%) percent or more of the body surface area of a child
(j) Any instance involving caretaker neglect of an individual.
(k) Any instance involving misappropriation of an individual's property, meaning patterns of loss or single incidences of deliberately misplacing, exploiting, or wrongfully using, either temporarily or permanently, an individual's belongings or money without the individual's consent.
(l) Any occurrence involving the malfunction or intentional or accidental misuse of care equipment that occurs during treatment or diagnosis of an individual and that significantly or adversely affects or, if not averted, would have significantly adversely affected an individual.

"Current Contract Expiration Date" - the date the contract expires, listed on the first page of the contract document.

"Dartmouth ACT Model (DACTS)"- The Dartmouth Assertive Community Treatment Scale (DACTS fidelity scale) helps organizations implement ACT, the evidence-based practice. ACT improves outcomes for people with severe mental illness who are most at risk of homelessness, psychiatric crisis and hospitalization, and involvement in the criminal justice system.

"Deliverable" - the specific outputs or outcomes the BHASO agrees to provide to BHA in exchange for payment. They are defined in the statement of work of the contract, and they may have deadlines, quality standards, or other criteria attached to them.

"Documented Serious and Persistent Mental Illness" - are those that are prolonged and recurrent, impair activities of daily living, and require long-term treatment. Common diagnoses include schizophrenia, bipolar disorder, and major depression

"Drug and Alcohol Coordinated Data System (DACODS)" - the primary SUD Individual level treatment data collection instrument used by BHA.

"Effective Date" – The date on which the Contract resulting from this solicitation is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for the Contract.

"Electronic Health Record" - The systematized collection of patient and population electronically stored health information in a digital format.

"Essential Behavioral Health Safety Net Provider/Essential Provider" - As defined in C.R.S. 27-50-101(13), means a licensed behavioral health entity or behavioral health provider approved by the Behavioral Health Administration to provide care coordination and at least one of the Behavioral Health Safety Net Services:

(a) Emergency and crisis behavioral health services;
(b) Mental health and substance use outpatient services;
(c) Behavioral health high-intensity outpatient services;
(d) Behavioral health residential services;
(e) Withdrawal management services;
(f) Behavioral health inpatient services;
(g) Integrated care services;
(h) Hospital alternatives; or
(i) Additional services that the Behavioral Health Administration determines are necessary in a region or throughout the state.

"Evidence-Based Practice" - A behavioral health intervention practice whose effectiveness has been supported by research.

"Exhibit" - a document attached to and incorporated into a contract or agreement.

"Federal Poverty Line" - A measure of income issued every year by the Department of Health and Human Services. Federal poverty levels are used to determine your eligibility for certain programs and benefits, including savings on Marketplace health insurance, and Medicaid and Children's Health Insurance Program coverage.

"Finance and Data Protocols" - protocol is intended to provide]BHA contractors with direction for the assignment of special studies codes to Individual-level encounter data that is submitted to BHA. It also includes eligibility requirements for each special studies code. Special studies codes are specific codes that correspond to a BHA program or funding stream that are important for BHA research, contract performance and/or reporting activities.

"Forensic Support Team (FST)" - Through Senate Bill 19-223, the Behavioral Health Administration was allocated twenty (20) staff positions to serve as the Forensic Support Team (FST). This team consists of sixteen (16) Forensic Navigators who are located within all fifty-five (55) jails across the state of Colorado and in all twenty-two (22) judicial districts. This team also includes two Program Coordinators who are licensed clinicians. The Program Coordinators provide supervision to the Forensic Navigators and ensure consistent coordination of competency restoration services. The Forensic Support Team serves as the primary point of contact for BHA competency services for stakeholders.

(a) The Forensic Navigators are automatically assigned to individuals.
(b) Waiting in jail for a competency evaluation
(c) Waiting in jail for admission to inpatient restoration
(d) Individuals participating in inpatient restoration.
(e) And to individuals returning from inpatient restoration waiting in jail to be reviewed by the court.

"Gender-Responsive Services" - Agencies providing gender-specific women's treatment which include the following components:

(a) Emotional and physical safety of individuals take precedence over all other considerations in the delivery of services;
(b) Services designed to increase women's access to care, and engagement and retention of individuals (such as comprehensive case management, transportation, child care);
(c) Women-only therapeutic environments;
(d) Women-specific service needs and topic areas;
(e) Program services shall directly address trauma issues currently manifesting in the individual's life either through direct service provision or by referral; and,
(f) Multiple modalities that meet the specific needs of women (group and individual therapy, case management and opportunities for women to be in treatment with their children where possible).

"General Accounting Encumbrance (GAE)" - A General Accounting Encumbrance (GAE) is a pooled encumbrance in the state accounting system that is shared across multiple contracts or purchase orders. Using a pooled GAE permits the State to encumber a block of money for an entire program where the costs of operating the program are shared across more than one contract or purchase order and the amount of money that each vendor may earn is indeterminate at the time of execution of the contract or purchase order.

"General Safety Net Service Terms" - the scope of work for each Part Three chapter that defines the basic criteria for provision of a given Safety Net Service.

"Grievance" - an expression of dissatisfaction made to the BHA about the care or services received or not received by an individual, that could not be resolved to the satisfaction of the person expressing the grievance at the time of submission to BHE personnel. Grievances may be submitted by an individual or entity, including but not limited to, recipients of service, family members of recipients of service, authorized representatives of recipients of service, licensed facilities, state departments and members of the general public.

"Grievance Resolution Process" - the process through which BHA and the BHASO shall resolve reported grievances.

"Health First Colorado" - Colorado's Medicaid program. Health First Colorado is free or low cost public health insurance for Coloradans who qualify for Medicaid.

"Health Information Exchange (HIE)" - A network/platform that allows health care professionals and patients to appropriately access and securely share an Individual's medical information electronically.

"Homeless" - a person who lacks a fixed, regular, and adequate night-time residence, or is in a doubled-up situation, or is in imminent danger of losing their primary night-time residence, and who lacks resources or support networks to remain in housing, or has a primary night-time residency that is:

(a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations which includes safe havens, hotels, congregate shelters, and transitional housing for the mentally ill, but excludes prisons or other detention facilities,
(b) an institution that provides a temporary residence for individuals intended to be institutionalized, or
(c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, or
(d) at imminent risk of being lost from an immediate eviction without identification of a subsequent residence, which if lost would result in emergency shelter or safe haven placement.

"Housing Security" - when an individual or family maintains housing for 12-months or more, is no longer utilizing rental assistance or voucher programs, only utilizes 30 percent of their area median income (AMI) for housing costs, is not behind on mortgage or rental payments, are currently not experiencing the formal process of eviction, experiences stable employment, and is not on the verge of returning to homelessness.

"Housing Stability" - an individual or family maintains housing for 12-months or more and does not return to homelessness.

"In Custody" - individual residing in the county jail, typically pre-plea.

"Independent Assessment"- means a process to assess the strengths and needs of the child using an age-appropriate, evidence-based, validated, functional assessment tool that is completed by a trained licensee or licensee-candidate mental health provider and must be free of any personal or business relationship that would cause a conflict of interest in evaluating the child or youth and their family and making recommendations concerning the child's, youth's, and family's therapeutic needs according to the federal Title IV-E state plan or any waiver in accordance with 42 U.S.C. §675a.

"Individual" - Individual means a person seeking or receiving behavioral health services.

"Individual Provider Network (IPN)" - means a group of health-care providers formed to provide health-care services to individuals.

"Individual Placement and Support" - an evidence based supported employment program that helps people with mental illness and/or substance use disorders find and keep competitive jobs, while at the same time providing employers with access to motivated employees.

"Intensive Case Management" - a collaborative process for assessing, planning, implementing, coordinating, monitoring and evaluating options and services to meet an individual's behavioral health needs.

"Intellectual or Developmental Disability (IDD)" - includes many severe, chronic conditions that are due to mental and/or physical impairments.

"Involuntary Commitment (IC)" - The legal process by which a person is confined in a psychiatric hospital or residential substance use disorder program because of a mental disorder, against their wishes, for up to a two hundred seventy (270) day period. During the initial stages of treatment, assessments are completed, and an ASAM level of care is determined. Course of treatment consists of Intensive Residential, followed by Transitional Residential after which they are shifted to intensive outpatient providers, then standard outpatient providers where appropriate, who follow through to the end of the commitment. The intent is to provide assistance for individuals who struggle with voluntary treatment, to successfully navigate the behavioral health and substance abuse systems with knowledgeable and qualified staff, to better ensure successful completion of the civil commitment and long-term sobriety.

"Jail Stakeholders" - may include jail administrators, jail mental health providers, jail medical providers, and others who are employed within the jail and work with the competency population.

"Jail Based Behavioral Services (JBBS)" - which provides appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration.

"Law Enforcement Assisted Diversion (LEAD)" - a pre-booking diversion program that aims to improve public health and to end the cycle of recidivism. Instead of being charged and booked following an arrest, the arresting officer identifies the arrestee as a potential participant for the diversion program and subsequently connects them with a case manager.

"Learning Hub" - See OwnPath Learning Hub.

"Level of Supervision Inventory (LSI)" - a quantitative survey of attributes of offenders and their situations relevant to level-of-supervision decisions; the LSI can be a reliable and valid assessor of offender risk and need.

"Licensee" - a psychologist, social worker, clinical social worker, marriage and family therapist, licensed professional, counselor, or addictions counselor licensed as defined in C.R.S. § 12-245-202(8).

"Licensing and Designation Database Electronic Record System (LADDERS)" - a Substance use disorder and mental health service directory which is published and maintained by BHA.

"Major Depressive Disorder" - is a mood disorder that causes a persistent feeling of sadness and loss of interest. Also called major depressive disorder or clinical depression, it affects how Individuals feel, think and behave and can lead to a variety of emotional and physical problems.

"Managed Service Organization" - An organization responsible for managing a network of coordinated and comprehensive alcohol and drug treatment services for specific priority populations, as well as for Individuals outside the specific priority populations, and implementing principles of managed care in the provision of such services in order to expand capacity and improve treatment outcomes while containing costs.

"Maximum Amount Available" - the maximum amount of dollars available for spending in a state fiscal year.

"Medicaid" - A United States federal government program that provides health insurance for adults and children with limited income and resources.

"Medicaid Management Information System (MMIS), also known as interChange (iC)" - an integrated group of procedures and computer processing operations (subsystems) developed at the general design level to meet principal objectives.

"Medical Director" - a physician who oversees the medical care and other designated care and services in a BHASO.

"Mental Health Block Grant (MHBG)"- The Community Mental Health Services Block Grant (MHBG) program makes funds available to all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, and 6 Pacific jurisdictions to provide community mental health services.

"Mental Health Diagnosis" - refers collectively to all diagnosable mental disorders — health conditions involving significant changes in thinking, emotion and/or behavior and distress and/or problems functioning in social, work or family activities.

"Mental Health First Aid" - the help given to someone developing a mental health problem, experiencing a worsening of a mental health problem or in a mental health crisis. Mental Health First Aid can be given until the person has received appropriate professional treatment or the crisis is resolved.

"Mobile Crisis Response" - provide a timely paired mobile response to a behavioral health crisis in the community. Mobile crisis service agencies must provide referrals and facilitate transitions to other crisis agencies, behavioral health entities, and community-based services as clinically indicated.

"Momentum Program"- this program supports the transition of children and adults from inpatient mental health institutes, hospitals, home, and other care settings to community living.

"Not to Exceed" - a cap on the time and materials stipulated in the Contract.

"Ohio Risk Assessment System (ORAS)" - a set of dynamic risk/needs assessment tools that helps identify factors that drive a person toward negative or criminal behaviors and also can help determine each person's risk of reoffending.

"Operational Start Date" - July 1, 2025, the date upon which all sections of this Contract will become operative.

"Opioid Treatment Program" - provides medication-assisted treatment (MAT) for people diagnosed with an opioid use disorder (OUD). OTPs must be certified by SAMHSA and accredited by an independent, SAMHSA-approved accrediting body.

"Outpatient Competency Restoration (OCR)" - a community-based program that allows adults and juveniles in the criminal justice or juvenile justice system, who are found incompetent to proceed by the court, to receive psychoeducation services, case management, and referrals to community-based services and supports throughout all of Colorado with the goal of restoring competency.

"Outpatient Treatment" - behavioral health (substance use, mental health, or co-occurring) services provided to an individual in accordance with their service plan on a regular basis in a non-overnight setting, which may include, but not be limited to, individual, group, or family counseling, peer support professional services, case management, or medication management.

"Outreach, Education, and Engagement Services" - Means services by an agency that have identified priority target populations and services needs in the area the agency serves that require higher levels of active engagement by the agency to produce positive behavioral health outcomes.

"Ownership" - an Individual who is a legal proprietor of an organization, including a provider or Individual who owns assets of an organization, or has a financial stake in the BHASO.

"OwnPath" - A searchable online directory that allows people in Colorado to find behavioral health providers licensed by BHA and to search for specific services or use a guided search to identify providers or resources that best meet their needs. (http://ownpath.co)

"OwnPath Learning Hub" - An online learning platform free to residents of Colorado where individuals can access behavioral health training classes in an asynchronous manner for upskilling and reskilling purposes. Some of these courses can count for college credit.

"Oxford House" - a community-based approach to addiction recovery, which provides an independent, supportive, and sober living environment.

"PEAKPro" - A state IT system for verification of an individual's eligibility and submission of an individual's application for benefits.

"Peer Navigator" - A person employed by the BHASO directly or through a contract to a Recovery Community Organization who has lived experience in recovery from a substance use disorder and is either an ICandRC Certified Peer and Family Specialist or will be eligible within one (1) year of hire.

"Peer Support Professional" - a peer support specialist, recovery coach, peer and family recovery support specialist, peer mentor, family advocate, or family systems navigator who meets the qualifications in C.R.S. § 27-60-108(3)(a)(iii).

"Peer Support Specialist/Peers" - A person who shares the experience of living with a psychiatric disorder and/or addiction. Peers offer their unique lived experience with behavioral health conditions to provide support focused on advocacy, education, mentoring, and motivation.

"Performance Hub" - A performance monitoring system, required by C.R.S. § 27-50-201, to track capacity and performance of all behavioral health providers, including those that contract with BHASOs, and inform needed changes to the public and private behavioral health system in the state.

"Permanent Supportive Housing (PSH) or Supportive Housing" - decent, safe, affordable, community-based housing that provides tenants, including homeless and persons with disabilities, to live independently with all the rights and responsibilities of tenancy and provides intensive tenancy supportive services (TSS) or supportive services. Utilizing best practices (Housing First and Progressive engagement models as well as Harm Reduction and Trauma-Informed approaches), service providers outreach to individuals and their families to provide TSS and support.This approach is designed to allow tenants to live as independently as possible as well as voluntarily request and receive TSS throughout their lifetime.

"Post-Traumatic Stress Disorder" - is a mental health condition that's triggered by a terrifying event, either experiencing it or witnessing it. Symptoms may include flashbacks, nightmares and severe anxiety, as well as uncontrollable thoughts about the event.

"Priority Population" - As defined in C.R.S. 27-50-101(17); Priority Populations are defined as persons who are:

(a) Uninsured, underinsured, Medicaid-eligible, publicly insured, or whose income is below thresholds established by the BHA; AND
(b) Presenting with acute or chronic behavioral health needs, including but not limited to individuals who have been determined incompetent to stand trial, adults with serious mental illness, and children and youth with serious emotional disturbance.

"Psychiatric Residential Treatment Facility (PRTF)" - an inpatient psychiatric facility for children and youth who need intensive psychiatric care but do not require the level of care of an inpatient hospital setting.

"Qualified Individual" as defined in C.R.S. in 26-6-102 (30.3) and C.R.S. 19-1-103 (87.7) means a trained professional or licensed clinician, as defined in the federal "Family First Prevention Services Act". "Qualified Individual" must be approved to serve as a qualified individual according to the state plan. "Qualified Individual" must not be an interested party or participant in the juvenile court proceeding and must be free of any personal or business relationship that would cause a conflict of interest in evaluating the child, juvenile, or youth and making recommendations concerning the child's, juvenile's, or youth's placement and therapeutic needs according to the federal Title IV-E state plan or any waiver in accordance with 42 U.S.C. Sec. 675a.

"Qualified Residential Treatment Programs (QRTP)" - a facility that provides residential trauma-informed treatment that is designed to address the needs, including clinical needs, of children with serious emotional or behavioral disorders or disturbances.

"Quality" - the provision of treatment services, which, within the constraints of technology, resources, and Individual circumstances, will meet accepted standards and practices that improve Individual health and safety status in the context of recovery.

“Quality Assurance (QA) Work Plan” - the standard that guides business function and service delivery and applies to all programming and services at the agency.

“Regional Accountable Entity (RAE)” - Regional entities responsible for managing a network of primary care physical health providers and behavioral health providers to ensure access to appropriate care for Medicaid members.

“Regional Advisory Committee” - A regional subcommittee designed to promote local community input pertaining to behavioral health service needs. The Regional Advisory Committee is created to directly inform the BHASO in the Region in order to improve services, accountability, and transparency in the Region. See C.R.S. § 27-50-703.

“Region(s)” - Geographic service regions in Colorado in which the BHASO will subcontract to provide all required services. A map and listing of counties in each Region can be found in Exhibit A, Part One, Chapter 4.

“Relative Value Units (RVUs)” - are a measure of value used in the United States Medicare reimbursement formula for physician services.

“Request for Application (RFA)” - a type of solicitation notice in which an organization announces that grant funding is available.

“Request for Proposal (RFP)” - a document that announces a project, describes it, and solicits bids from qualified contractors to complete it.

"Residential Child Care Facility" - a facility licensed by the state department to provide twenty-four-hour group care and treatment for five or more children operated under private, public, or nonprofit sponsorship.

“Respondent” - An individual or organization who submits a response to questions in this RFI.

“Risk, Needs, Responsibility” - Risk: The probability that an offender will commit additional offenses. Criminogenic Need: Factors that research has shown have a direct link to offending and can be changed. Responsivity: Matching an offender's personality and learning style with appropriate program settings and approaches.

“Safety Net Providers” - see *Behavioral Health Safety Net Providers.*

“Safety Net Services” - *see Behavioral Health Safety Net Services.*

“Safety Net System” - As set forth in C.R.S. 27-50-301(1); A comprehensive and standardized behavioral health system throughout the state that must include Behavioral Health Safety Net Services for children, youth, and adults along a continuum of care.

"School-Based Mental Health Specialist (SBMHS)" - provides high-quality behavioral health outreach, linkage, consultation, and collaboration between community mental health centers and school districts. The SBMHS can work broadly on systemic issues within schools and school districts as well as work closely with internal and external stakeholders.

"Schizophrenia or Schizoaffective-Disorder" - is a mental health disorder that is marked by a combination of schizophrenia symptoms, such as hallucinations or delusions, and mood disorder symptoms, such as depression or mania.

"Screening, Assessment, and Diagnosis" - Screening means a brief process used to identify current behavioral health or health needs and is typically documented through the use of a standardized instrument. Screening is used to determine the need for further assessment, referral, or immediate intervention services. Assessment means a formal and continuous process of collecting and evaluating information about an individual for service planning, treatment, and referral. Assessments establish justification for services. diagnosis is the assessment of influences on the desired patient behavior. It includes consideration of individual, social, environmental, and medical regimen factors that may either impede or facilitate behavior.

"Secure Transportation" - vehicles are equipped with safety locks, a safety mechanism that ensures vehicle driver(s) and passenger safety, and transparent safety partitions, if utilized.

"Serious Emotional Disturbance (SED)" - for an Individual under the age of 18, a diagnosable mental, behavioral, or emotional disorder in the past year, which resulted in functional impairment that substantially interferes with or limits the child's role or functioning in family, school, or community activities.

"Serious Mental Illness (SMI)" - for an Individual age 18 or over, a diagnosable mental, behavior, or emotional disorder that causes serious functional impairment that substantially interferes with or limits one or more major life activities.

"Single Entry Point (SEP)" - Single Entry Point agencies provide case management, care planning, and make referrals to other resources for Medicaid members with the following qualifying needs: elderly, blind and disabled, mental health, persons living with AIDS, brain injury, spinal cord injury, children with a life-limiting illness, and children with a physical disability.

"Social Determinants of Health (SDOH)" - The conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks.

"Social Health Information Exchange" - a network to securely share physical, behavioral, and social health information between providers involved in whole-person care, designed by the Colorado Office of eHealth Innovations.

"Special Connections" - A BHA-licensed gender-responsive residential treatment program designed to meet the unique needs of the federally defined priority population of pregnant and

postpartum women with substance use disorders. The program provides gender-responsive and trauma-informed substance use disorder treatment, individual and group counseling, reproductive health education, prenatal and postnatal care coordination, intensive parenting support and access to childcare, and wherever possible, allows mothers to keep their infants and young children with them during treatment.

"Standard Framework for Levels of Integrated Care" - SAMHSA's Center for Integrated Health Solutions released a new report that demonstrates how the integration of healthcare is essential to improve the individual's experience of care, improve the health of the general population, and reduce per capita healthcare costs.

"Start-Up Period" - shall begin on the Effective Date (anticipated to be January 1, 2025) and shall end on July 1, 2025 and shall allow the BHASO to complete all requirements of the Start-Up Period, including the completion and implementation of the Start-Up Plan.

"Start-Up Plan" - a plan submitted by the BHASO that describes how the BHASO shall implement all requirements of this contract, and includes at a minimum, all of the following:

(a) A description of all activities, timelines and milestones necessary to fully transition the services of the BHASO program described in the Contract from the prior MSO, ASO, and CMHC contractors to the BHASO.
(b) A description of all activities, timelines, milestones and deliverables necessary for the BHASO to be fully able to perform all work by the Operational Start Date.
(c) Activities to fully transition the services described in the Contract from the prior MSO, ASO, and CMHC contractors.
(d) A listing of all personnel involved in the Start-Up and what aspect of the Start-Up they are responsible for.
(e) Infrastructure for data collection and exchanges, invoicing and reimbursement.
(f) Test system compatibility.
(g) Adherence to data security protocols.
(h) Completion of the following deliverables with established deadlines prior to Operational Start Date:
    (i) Established BHASO Network and associated agreements.
    (ii) Individual and provider materials and education.
    (iii) Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for the BHASO to complete its obligations under the Contract.
    (iv) Communication and Coordination Plan with the Region's RAThe risks associated with the Start-Up and a plan to mitigate those risks.

"State" – The State of Colorado, acting by and through any State agency.

"State Behavioral Health Services Billing Manual" - HCPF and BHA have established this State Behavioral Health Services Billing Manual to provide common definitions of the program service categories and standard guidance in documenting and reporting covered Colorado Medicaid State Plan (required services), Behavioral Health Program 1915(b)(3) Waiver services (alternative or (b)(3) services), and BHA services in coding formats that are in compliance with

the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The clinical coding systems currently used in the United States, and which are used by HCPF and BHA, are International Classification of Diseases, Tenth Revision, Clinical Modification (ICD-10-CM), Current Procedural Terminology (CPT®), Professional Edition, and Healthcare Common Procedure Coding System (HCPCS).

"State Fiscal Year (SFY)" – The twelve (12) month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

"Statement of Work" - a document that outlines the scope, timeline, desired services outcomes, and performance standards of a funded project.

"Strategic Individualized Remediation Treatment (STIRT)" - a program which is a continuum of care designed to provide adult Individuals with a history of criminal justice involvement with safe, structured, drug and alcohol-free environments in which to define and examine their relapse and recidivism risk factors, learn alternatives to risky behaviors, implement behavior changes, and increase treatment involvement and compliance with criminal justice supervision requirements.

"Subrecipient" - a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

"Subrecipient Performance Report and Assessment" - BHA is required annually to assess subrecipients of federal funds, which ensures subrecipients use federal funds for authorized purposes, comply with federal statutes, regulations, and the terms of the award(s), and achieve performance goals.

"Substance Abuse Mental Health Services Administration (SAMHSA)" - Substance Abuse and Mental Health Services Administration (SAMHSA) is the agency within the federal U.S. Department of Health and Human Services that leads public health efforts to advance the behavioral health of the nation.

"Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS)" - enables states and jurisdictions to provide substance abuse prevention activities, treatment and recovery support services and places an emphasis on the provision of treatment services for populations of focus, specifically, persons who inject drugs, pregnant women, and women with dependent children. Also, the program aims to make primary prevention services available to individuals not in need of substance abuse treatment.

"System of Care (SOC)" - As defined by C.R.S. 27-69-102(8); an integrated network of community-based services and support that is organized to meet the challenges of youth with complex needs, including, but not limited to, the need for substantial services to address areas of developmental, physical, and mental health, substance abuse, child welfare, and education and involvement in or being at risk of involvement with the juvenile justice system. In a system of

care, families and youth work in partnership with public and private organizations to build on the strengths of individuals and to address each person's cultural and linguistic needs so services and support are effective.

"Tenancy Supportive Services (TSS) or Supportive Services" - provides long-term housing-related activities and services that support individuals and families' ability to prepare for and transition to housing and supports them in being a successful tenant in their housing arrangement and thus able to sustain tenancy. This may include brokering connections to or coordinating with other community-based, clinical, or other specialty services or resources. Recognizing that individuals and families may initially or periodically refuse assistance or services, staff providing TSSs will assertively and creatively engage tenants, including outreaching individuals and families multiple times and in multiple settings to maximize participation in services and maintaining housing. TSSs are voluntary and driven by individuals and families choice.

A list of examples of Tenancy Supportive Services (TSS) (Supportive Services) include, but are not limited to:

(a) Care coordination to access healthcare related services including: primary care, substance use treatment, behavioral health care, vision and dental care, recovery services, housing, and emergency, crisis, and inpatient services,
(b) Outreach and engagement especially in non-traditional locations,
(c) Housing search and lease-up assistance,
(d) Coordination with voucher administrative staff at lease-up and recertification,
(e) Subsidy applications and recertification,
(f) Advocacy with landlords, property owners, and/or property management staff to secure and maintain units,
(g) Master-lease and lease negotiations,
(h) Acquiring furnishings and household goods,
(i) Moving assistance,
(j) Tenancy rights and responsibilities education and support,
(k) Eviction prevention supports,
(l) Individualized housing stability plan development,
(m) Linkage to crisis and substance misuse services,
(n) Accessibility to peer support services and professionals,
(o) Best Practices, including: Progressive Engagement, Critical Time Intervention, Harm Reduction, Housing First, Motivational Interviewing, TraumaInformed Care,
(p) Transportation assistance related to housing stability,
(q) Entitlements assistance,
(r) Independent living skills coaching,
(s) Opportunities for peer and social networks and engagement,
(t) De-escalation support,
(u) Linkages to education, job skills training, and employment support,
(v) Behavioral health and other necessary support groups,
(w) End-of-life planning, and
(x) Re-engagement and relocation support

"Title IV-E" - Title IV-E of the Social Security Act supports the Federal Foster Care Program,

which helps provide out-of-home care for children until the children are safely returned home, placed permanently, or placed in other planned arrangements; and the Adoption Assistance Program, which provides funds to states to facilitate the timely placement of children.

"Trails" - Colorado's certified state-county Statewide Automated Child Welfare Information System.

"Transitional Housing" - housing designed to provide individuals and families, especially priority and underserved populations, with the interim stability and support to successfully move to and maintain permanent housing with lifelong voluntary community-based supports. Utilizing the progressive engagement model, this includes tenancy supportive services (TSS), care coordination, case management, peer support, and vocational and housing placement assistance regardless of recovery or behavioral health status.

"Trauma-Informed Care" - an approach to care that realizes the widespread impact of trauma, understands potential paths for recovery, recognizes the signs and symptoms of trauma in individuals, families, personnel, and others involved in the system, and responds by fully integrating knowledge about trauma into policies, procedures, and practices, seeking to actively resist re-traumatization.

"Tribal Nation" - An extant or historical clan, tribe, band, nation, or other group or community of Native Americans in the United States.

"Underserved Populations" - As established in C.R.S. 27-50-101(17)(b), underserved populations are currently considered to be individuals who meet the definition of "Priority Population" set forth above, and who are a member of one of these groups:

(a) People experiencing or at risk of homelessness
(b) Children and youth at risk of out-of-home placement and their parents;
(c) People involved with the criminal or juvenile justice system;
(d) People of Color;
(e) American Indians;
(f) Alaska natives;
(g) Veterans;
(h) People who are pregnant;
(i) People who are lesbian, gay, bisexual, transgender, or queer or questioning; and
(j) Individuals with disabilities as defined by the Americans with Disabilities Act (ADA)

"Uninsured" - Broadly, people are considered uninsured if they do not have coverage under private health insurance, Medicare, Medicaid, or public assistance.

"Underinsured" - a state when an Individual's insurance plan does not cover the cost of necessary care, either medical or behavioral, leaving the Individual with out-of-pocket costs they are unable to pay.

"Universal Contracting Provisions" - Contract terms designed to provide clear, standardized requirements, to be used by all state agencies, as well as BHASOs and RAEs when contracting for behavioral health services in Colorado.

"Walk-In Centers" - Centers providing immediate and confidential, in-person crisis support, information, and referrals to any individual in need including to anyone experiencing a self-defined crisis, including Crisis Stabilization Units, Acute Treatment Units, and Mobile Crisis Services.

"Withdrawal Management" - means the services required to assist an individual experiencing withdrawal from the use of one (1) or more substances, as identified by the individual's acute intoxication and/or withdrawal potential, also known as the dimension 1 rating, from the ASAM Criteria.

"Work" - The delivery of the Goods and performance of the Services described in the Contract.

"Work Plan" - the proposed strategy and/or schedule for a particular project submitted to BHA. The Work Plan lays out the action steps needed to complete a project. It makes clear what the desired outcome is and the major streams of activities or deliverables that will accomplish that outcome.

"Wraparound Fidelity Standards" - High-fidelity wraparound is an individualized approach to helping children, youth, and families with complex needs. Service providers, natural supports and the youth and family work together to help achieve the family vision. The team honors the strengths, voice, and culture of the family to build confidence and experience success at home, in school, and in the community.

Article 2 - Acronyms

"ACT" - Assertive Community Treatment

"ADA" - Americans with Disabilities Act

"AFS" - Additional Family Services

"AHRQ" - Agency for Healthcare Research and Quality

"AMA" - American Medical Association

"AoC" - Administrator on Call

"APA" - American Psychiatric Association

"APS" - Adult Protective Services

"ASAM" - American Society of Addiction Medicine

"ASD" - Autism Spectrum Disorder

"ASL" - American Sign Language

"ASO" - Administrative Services Organization

"ATU" - Acute Treatment Unit

"BAA" - Business Associate Addendum

"BHA" - Behavioral Health Administration

"BHAAC" - Behavioral Health Administration Advisory Council

"BHASO" - Behavioral Health Administrative Services Organization

"BHE" - Behavioral Health Entity

"BHST" - Behavioral Health Secure Transport

"BHTF" - Behavioral Health Task Force

"BIDM" - Business Information and Data Management

"BIPOC" - Black, Indigenous, and other People of Color

"BOCES" - Board of Cooperative Educational Services

"CANS" - Child and Adolescent Needs and Strengths

"CARR" - Colorado Association of Recovery Residences

"CAS" - Certified Addictions Specialist

"CASA" - Court Appointed Special Advocate

"CAT"- Certified Addition Technician

"CBI" - Colorado Bureau of Investigation

"CBMS" - Colorado Benefits Management System

"CCAR" - Colorado Comprehensive Assessment Record

"CCB" - Community Centered Board

"CCBHP" - Comprehensive Community Behavioral Health Provider

"CCS" - Colorado Crisis Services

"CDDT" - Community Dual Disorders Treatment Teams

"CDHS" - Colorado Department of Human Services

"CDL" - Commercial Driver's License

"CDPHE" - Colorado Department of Public Health and Environment

"CFR" - Code of Federal Regulations

"CIT" - Crisis Intervention Training

"CLAS" - Culturally Appropriate and Linguistic Services

"CMHC" - Community Mental Health Center

"CMHI" - Colorado Mental Health Hospital

"COACT" - Colorado's Trauma Informed System of Care

"CO-CANS" - Colorado Child and Adolescent Needs and Strengths

"CoCM" - Collaborative Care Model

"COLA" - Cost of Living Adjustment

"CORA" - Colorado Open Records Act

"CPA" - Child Placement Agency

"CPT"- Current Procedural Terminology

"CRAFT" - Community Reinforcement and Family Training

"C.R.S." - Colorado Revised Statutes

"CRT" - Crisis Resolution Teams

"CSC" - Coordinated Specialty Care

"C-SSR" - Columbia Suicide Severity Rating Scale

"CST" - Community Supervision Tool

"CSU" - Crisis Stabilization Units

"CYF" - Children, youth, and family

"CYMHTA" - The Children and Youth Mental Health Treatment Act

"DACODS" - Drug and Alcohol Coordinated Data System

"DACTS" - Dartmouth Assertive Community Treatment Scale

"DEA" - Drug Enforcement Agency

"DHS" - Department of Human Services

"D/HOH/DB" - Deaf, hard of hearing, and deafblind Individuals

"DORA" - Department of Regulatory Agencies

"DOS" - Drug Offender Surcharge

"DSM 5-TR"- The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition

"DUI" - Driving Under the Influence

"DVR" - Division of Vocational Rehabilitation

"DVRE" - Division of Vocational Rehabilitation Extended Services

"DYS"- Division of Youth Services

"EASA" - Early Assessment and Support Alliance

"EBP" - Evidence-Based Practice

"EC" - Emergency Commitment

"ED" - Emergency Department

"EHR" - Electronic Health Record

"EOP" - Enhanced Outpatient Services

"FCBS"- Forensic Community-Based Services

"FDA" - U.S. Food and Drug Administration

"FEP" - First Episode Psychosis

"FFPSA" - Family First Prevention Services Act

"FIFO" - First in, first out

"FPTM" - Family and Permanency Team

"FSP" - Family Support Partners

"FST" - Forensic Support Team

"FTE" - Full Time Employee

"GAE" - General Accounting Encumbrance

"GAL" - Guardian ad Litem

"GED" - General Educational Development Test

"GPRA" - Government Performance and Results Act

"GPS" - Global Positioning System

"HB - #" - House Bill - #

"HCPCS"- Healthcare Common Procedure Coding System

"HCPF" - Colorado Department of Health Care Policy and Financing

"HFW" - High Fidelity Wraparound

"HHS" - U.S. Department of Health and Human Services

"HIE" - Health Information Exchange

"HIPAA"- Health Insurance Portability and Accountability Act

"HIV/AIDS" - Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome

"HMA" - Health Management Associates

"HUD" - Housing Urban Development

"IC" - Involuntary Commitment

"iC" - interChange

"IC/RC" - International Certification and Reciprocity Consortium

"IDD" - Intellectual/Developmental Disability

"IEP" - Individualized Education Program

"IHS" - Indian Health Service

"IOP" - Intensive Outpatient Services

"IPAT" - Integration Practice Assessment Tool

"IPN" - Individual Provider Network

"IPS" - Individualized Placement and Support

"IRS" - Internal Revenue Service

"IT" - Information Technology

"JAC" - Juvenile Assessment Center

"JBBS" - Jail Based Behavioral Services

"JBC" - Joint Budget Committee

"LAC" - Licensed Addictions Counselor

"LADDERS" - Licensing and Designation Database Electronic Record System

"LCSW" - Licensed Clinical Social Worker

"LEAD" - Law Enforcement Assisted Diversion

"LEP" - Limited English Proficiency

"LGBTQIA+" - Lesbian, gay, bisexual, transgender, queer and/or questioning, intersex, asexual/aromantic/agender, and the + holds space for the expanding and new understanding of different parts of the very diverse gender and sexual identities.

"LMFT" - Licensed Marriage and Family Therapist

"LMS" - Learning Management System

"LOS" - Length of Stay

"LPC" - Licensed Professional Counselor

"LPN" - Licensed Practical Nurse

"LSI" - Level of Supervision Inventory

"LSI-R" - Level of Service Inventory - Revised

"LSW" - Licensed Social Worker

"MAT" - Medication Assisted Treatment

"MD" - Doctor of Medicine

"MDT" - Multidisciplinary team

"MHBG" - Mental Health Block Grant

"MHU" - Mental Health Unit

"MMIS" - Medicaid Management Information System

"MOTP"- Mobile Opioid Treatment Provider

"MOU" - Memorandum of Understanding

"MOUD" - Medications for Opioid Use Disorder

"MSO" - Managed Service Organization

"MSW" - Master of Social Work

"NARR" - National Association for Recovery Residences

"NEMT" - Non-Emergency Medical Transport

"NGRI" - Not Guilty by Reason of Insanity

"NOMs" - National Outcomes Measures

"OBOTs" - Office Based Opioid Treatment

"OCFMH"- Office of Civic and Forensic Mental Health

"OCR" - Outpatient Competency Restoration

"OEF" - Office of Employment First

"OIT" - Office of Information Technology

"ORAS" - Ohio Risk Assessment System

"OTP"- Opioid Treatment Provider

"OUD" - Opioid Use Disorder

"PCBH" - Primary Care Behavioral Health Model

"PEAKPro" - Program Eligibility and Application Kit Pro

"PHI" - Protected Health Information

"PHP" - Partial Hospitalization Program

"PRTFs" - Psychiatric Residential Treatment Facilities

"PSH" - Permanent Supportive Housing

"PsyD" - Doctor of Psychology

"QRTP" - Qualified Residential Treatment Programs

"RAE" - Regional Accountable Entity

"RCCFs" - Residential Child Care Facilities

"RCO" - Recovery Community Organization

"RE-AIM" - Reach, Effectiveness, Adoption, Implementation, and Maintenance

"RFA" - Request for Application

"RFI" - Request for Information

"RFP" - Request for Proposal

"RN" - Registered Nurse

"RNR" - Risk, Needs, Responsivity

"ROI" - Release of Information

"RSA" - Rehabilitation Services Administration

"RVU" - Relative Value Units

"Rx" - Prescription

"SAMHSA" - Substance Abuse Mental Health Services Administration

"SB-#" - Senate Bill (#)

"SBIRT" - Screening, Brief Intervention, Referral and Treatment

"SBMHS" - School Based Mental Health Specialist

"SCRAM" - Secure Continuous Remote Alcohol Monitoring

"SDOH" - Social Determinants of Health

"SED" - Serious Emotional Disturbance

"SEES" - Supported Employment and Education Specialist

"SEP" - Single Entry Point

"SFA" - Services and Financial Agreement

"SFY" - State Fiscal Year

"SHIE" - Social Health Information Exchange

"SMI" - Serious Mental Illness

"SOA-R" - Standardized Offender Assessment-Revised

"SOC" - System of Care

"SOW" - Statement of Work

"SPARS" - SAMHSA's Performance Accountability and Reporting System

"SPARS IPP" - SAMHSA's Performance Accountability and Reporting System, Infrastructure Development, Prevention and Mental Health Promotion

"SSI" - Supplemental Security Income

"STI" - Sexually Transmitted Infection

"STIRT" - Strategic Individualized Remediation Treatment

"STIRT CC" - Strategic Individualized Remediation Treatment Continuing Care

"SUPTRS" - Federal Substance Use Prevention, Treatment, and Recovery Services Block Grant
"SUD" - Substance Use Disorder

"SWS" - Specialized Women Services

"TA" - Technical Assistance

"TaaM" - Tough as a Mother

"TB" - Tuberculosis

"TCM" - Targeted Case Management

"TSS" - Tenancy Supportive Services

"UA" - Urine Analysis

"U.S.C." - United States Code

"USCS" - Uniform Service Coding Standards Manual

"WBLI" - Work Based Learning Initiative

"WM" - Withdrawal Management

"UCP" - Universal Contracting Provisions

"YSP" - Youth Support Partners

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Chapter 3
General Provisions and Requirements

1.3.1 Party Name Convention.

a. Throughout this Contract, terms may reference "The BHASO" or "The BHASO Network." "The BHASO shall" precedes a task that is presumed to be the duty of the BHASO organization directly. "The BHASO Network shall" precedes a task that is presumed to be the duty of direct service providers and is used to mean "the BHASO shall ensure that its network of service providers shall."

1.3.2 Precedence.

a. If any provision of this Contract conflicts with any provision in the Colorado Revised Statutes or any Rule adopted by BHA, the provisions of those statutes or rules prevail.

1.3.3 Contract Term.

a. This Contract expires on the Current Contract Expiration Date listed on the first page of this Contract document. Any task, goal, service, deliverable, or obligation listed in this Contract beyond the Current Contract Expiration Date is for informational purposes only. Required performance is contingent upon extension of the Current Contract Expiration Date to cover the relevant period.

1.3.4 Request for Proposal.

a. The BHASO shall comply with all the provisions and requirements of RFP IBEH 2024 xxxxx and with the BHASO's solicitation response thereto.

1.3.5 Priority and Underserved Populations

a. Per C.R.S. §27-50-101(17), Priority Populations are defined as persons who are:
    i. Uninsured, Underinsured, Medicaid-eligible, publicly-insured, or whose income is below 300% of the Federal Poverty Line; AND
    ii. Presenting with acute or chronic behavioral health needs, including but not limited to Individuals who have been determined incompetent to stand trial, adults with Serious Mental Illness, and children and youth with Serious Emotional Disturbance.

b. For SUD services, BHASO Network providers receiving Federal Substance Use Prevention, Treatment, and Recovery Services (SUPTRS) Block Grant dollars shall demonstrate that people who are members of the following populations shall receive priority admission to services in the following order:
    i. Women who are pregnant and using drugs by injection;
    ii. Women who are pregnant;
    iii. Persons who use drugs by injection;

iv. Women with dependent children;
v. Persons who are involuntarily committed to treatment (see section III.B. of this exhibit)

c. As established in C.R.S. §27-50-101(17)(b), Underserved Populations are persons who are part of a priority population and are currently considered to be:
i. Individuals experiencing or at risk of homelessness;
ii. Children and youth at risk of out-of-home placement and their parents;
iii. Individuals involved with the criminal or juvenile justice system;
iv. People of Color;
v. American Indians;
vi. Alaska natives;
vii. Veterans;
viii. Individuals who are pregnant;
ix. Individuals who are lesbian, gay, bisexual, transgender, or queer or questioning; and
x. Individuals with disabilities as defined by the Americans with Disabilities Act (ADA).

1.3.6 Eligibility for Services Funded Under this Contract.

a. The BHASO shall ensure that Priority Populations receive services funded under this Contract. Individuals who participate in BHA Programs must be eligible for those services as defined by program specifications.
b. The BHASO Network shall determine Individuals' eligibility status. Eligibility status will be described per the terms of the BHA Finance and Data Protocols, as may be amended.
c. Pursuant to C.R.S. § 24-76.5-103, lawful presence in the United States is not a requirement of eligibility for services under this Contract.
d. The BHASO shall establish policies and procedures with all other BHASOs to ensure continuity of care for all Individuals transitioning into or out of the BHASO's Region, guaranteeing that an Individual's services are not disrupted or delayed.
e. Location of Service Policy. Individuals seeking services from the BHASO Network can receive those services regardless of where in Colorado the Individual lives at the time services are engaged.
i. The exception is Care Coordination services provided directly by the BHASO. For the purposes of Care Coordination, BHASOs have primary responsibility for services for the Individuals that live in its Region. If an Individual who does not reside in the BHASO's Region seeks Care Coordination services from the BHASO, the BHASO shall provide a warm hand-off (staying on a live call to

connect the Individual or attending an in-person meeting to connect the Individual) to the Individual's home BHASO.

1.3.7 Placement of Individuals Seeking Services into the Appropriate Levels of Care.

a. Substance Use Disorder Treatment. The BHASO Network shall use a standardized placement protocol based upon the most recent edition of "The ASAM Criteria," published by the American Society of Addiction Medicine (ASAM) to accurately assess each Individual for the most appropriate level of care.
b. Mental Health and Crisis Levels of Care. In State Fiscal Year 2026, BHASOs shall collaborate to compose standardized clinical necessity/placement guidelines based on clinical standards, best practices, and service availability in Colorado. BHA must approve the guidelines prior to their use in the BHASO Network. These guidelines will become a primary resource for the provision of Care Coordination within the BHASO Network.
    i. DELIVERABLE: Mental Health and Crisis Clinical Necessity Guidelines
    ii. DUE DATE: January 31, 2026
    iii. DESTINATION: cdhs_BHAdeliverables@state.co.us
    iv. FILE NAME: BHASO - All Regions - Mental Health and Crisis Clinical Necessity Guidelines
c. See Exhibit A, Part Three, Chapter 11 for more information on Screening, Assessment and Diagnosis.

1.3.8 Individuals Served; No Eject/Reject

a. The overall BHASO Network shall serve persons in need of behavioral health care services in its Region, subject to a specific prohibition on denial of safety net service delivery for any of the reasons prohibited by C.R.S. §27-50-301(4); (C.R.S. §27-50-403(1)(f)).
b. Comprehensive Community Behavioral Health Providers must provide the Safety Net Services listed in C.R.S. §27-50-101(11) to Priority Populations as defined in Exhibit A, Part 1, Section 1.3.5.
c. Except as provided in C.R.S. §27-50-303, Essential Behavioral Health Safety Net Providers shall provide the Safety Net Service(s) that they contract with the BHASO to provide to Priority Populations. The BHASO's contracts with Essential Behavioral Health Safety Net Providers must identify the specific Priority Populations that the provider serves.
d. In accordance with C.R.S. §27-50-301(4), except as provided in C.R.S. §27-50-303, Behavioral Health Safety Net Providers shall not refuse to treat an Individual based on the Individual's:
    i. Insurance coverage, lack of insurance coverage, or ability to pay;

ii. Clinical acuity level related to the Individual's behavioral health condition or conditions, including whether the Individual has been certified for short-term treatment or long-term care and treatment pursuant to article 65 of C.R.S. title 27;
iii. Readiness to transition out of the Colorado Mental Health Hospital at Pueblo, the Colorado Mental Health Hospital at Fort Logan, or any other mental health institute or licensed facility providing inpatient psychiatric services or acute care hospital providing stabilization because the Individual no longer requires inpatient care and treatment;
iv. Involvement in the criminal or juvenile justice system;
v. Current involvement in the child welfare system;
vi. Co-occurring mental health and substance use disorders, physical disability, or intellectual or developmental disability, irrespective of primary diagnosis, co-occurring conditions, or if an Individual requires assistance with activities of daily living or instrumental activities of daily living, as defined in C.R.S. §12-270-104(6);
vii. Displays of aggressive behavior, or history of aggressive behavior, as a symptom of a diagnosed mental health disorder or substance use disorder;
viii. Clinical presentation or behavioral presentation in any previous interaction with a provider;
ix. Place of residence; or
x. Disability, age, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, or tribal affiliation.

e. Behavioral Health Safety Net Providers in the BHASO Network shall use standard criteria, as determined by BHA in Part 12.4.3.C (for Essential Behavioral Health Safety Net Providers) or Part 12. 5.3.C (for Comprehensive Community Behavioral Health Providers) of 2 CCR 502-1, for determining whether an agency's clinical scope of practice or treatment capacity are appropriate to meet the needs of the Individual.
i. If a Priority Population Individual's needs exceed the treatment capacity or clinical expertise of an Essential Behavioral Health Safety Net Provider, the provider shall refer the Individual to another appropriate provider.
ii. If a Priority Population Individual's needs exceed the treatment capacity or clinical expertise of a Comprehensive Community Behavioral Health Provider, the provider must ensure that the Individual has access to interim behavioral health services in a timely manner until the Individual is connected to the most appropriate provider for ongoing care. This may include use of providers within the network of the BHASO or the regional managed care entity.
1. The Comprehensive Community Behavioral Health Provider shall obtain approval from the BHASO under which the provider is operating prior to referring a Priority Population Individual to alternative services; except

that an Individual experiencing a behavioral health crisis may be referred to emergency or crisis services without prior approval.

f. When referring an Individual to alternative services, a Behavioral Health Safety Net Provider shall assist the Individual in identifying and initiating services with an appropriate provider for ongoing care. As appropriate, the Behavioral Health Safety Net Provider shall use the BHASO for Care Coordination.
g. Alternative Service Referral Report.
    i. Behavioral Health Safety Net Providers shall track the following information for all Individuals who were referred to alternative services pursuant to this section:
        1. Individual demographics;
        2. Standardized descriptions of the needs of the Individual that could not be met and require the Individual to be referred to another provider;
        3. The outcome and timeliness of the referral; and
        4. Any other information required by the BHA.
    ii. The provider shall submit the report to the BHA and to the BHASO under which the provider is operating.
        1. DELIVERABLE: Alternative Service Referral Report
        2. DUE DATE: Monthly, on the 15th day of each month following the reported month.
        3. DESTINATION: encrypted email to the BHA Director of Care Coordination.
        4. FILE NAME: BHASO Region[X] - [BHASO] - FY[XX][Month] - Alternative Service Referral Report

1.3.9 Sliding Fee Scale Requirements

a. There is no requirement for the BHASO Network to charge fees to Individuals who qualify for BHA funding for the services described herein.
b. Optionally, the BHASO Network may charge fees to Individuals based on a sliding fee scale. If the BHASO Network chooses to use a sliding fee scale, the scale shall include zero dollar fees, or, have a process by which the full fee can be waived. Fees shall be reasonable and are subject to review by BHA.
c. The BHASO shall assess an Individual's ability to pay based on a standardized sliding fee discount schedule addressing Individuals whose income is at or below three hundred percent (300%) of the federal poverty line. Individuals qualifying for a sliding fee discount will be expected to pay the discounted rate.
d. Individuals under the age of eighteen (18) (minors) who are admitted to treatment with the knowledge and consent of their parents may have fees charged to their family/guardians based on their family/guardians' income and number of dependents.

e. Individuals under the age of eighteen (18) (minors) who are admitted to treatment without the knowledge and consent of their parents may have fees charged based on their income.
f. The BHASO Network shall publicize the availability of the sliding fee scale. Fees must be communicated to Individuals in writing as part of the admission process or, in the case of Withdrawal Management, as soon as possible thereafter.
g. The lack of ability to pay an intake or sliding scale fee may not be used as a barrier to admission to treatment for Individuals accessing Crisis Services, Individuals who are involuntarily committed to treatment, or Individuals who are pregnant. After admission, fees can be charged per the sliding fee.

1.3.10 SAMHSA Guidelines for Trauma-Informed Care. The BHASO shall implement the SAMHSA Guidelines for Trauma-Informed Care in its practices, including:

a. *Safety* - Throughout the organization, staff and the Individuals they serve feel physically and psychologically safe.
b. *Trustworthiness and transparency* - Organizational operations and decisions are conducted with transparency and with a goal of building and maintaining trust among staff, Individuals, and family members of those receiving services.
c. *Peer support and mutual self-help* - These are integral to the organizational and service delivery approach and are understood as a key vehicle for building trust, establishing safety, and empowerment.
d. *Collaboration and mutuality* - True partnering and leveling of power differences between staff and Individuals served and among organizational staff from direct care staff to administrators. There is recognition that healing happens in relationships and in the meaningful sharing of power and decision-making. The organization recognizes that everyone has a role to play in a trauma-informed approach. One does not have to be a therapist to be therapeutic.
e. *Empowerment, voice, and choice* - Throughout the organization and among the Individuals served, Individuals' strengths are recognized, built on, and validated and new skills developed as necessary. The organization aims to strengthen the staff's, Individuals', and family members' experience of choice and recognize that every person's experience is unique and requires an Individualized approach. This includes a belief in resilience and in the ability of Individuals, organizations, and communities to heal and promote recovery from trauma. This builds on what Individuals, staff, and communities have to offer, rather than responding to perceived deficits.
f. *Cultural, historical, and gender issues* - The organization actively moves past cultural stereotypes and biases (e.g., based on race, ethnicity, sexual orientation, age, geography), offers gender-responsive services, leverages the healing value of traditional cultural connections, and recognizes and addresses historical trauma.

1.3.11 Individual Rights. Each Individual or, when applicable, the Individual's designated representative, has the right to:

a. Participate in all decisions involving the Individual's care or treatment.
b. Be informed about whether the BHASO Network provider is participating in teaching programs, and to provide informed consent prior to being included in any clinical trials relating to the Individual's care.
c. Refuse any drug, test, procedure, service, or treatment and to be informed of risks and benefits of this action.
d. Receive care and treatment, in compliance with state statute, that is free from discrimination on the basis of physical or mental disability, race, ethnicity, socio-economic status, religion, gender expression, gender identity, sex, sexuality, culture, and/or languages spoken; and that recognizes an Individual's dignity, cultural values and religious beliefs; as well as provides for personal privacy to the extent possible during the course of treatment.
e. Be informed of, at a minimum, the first names and credentials of the personnel that are providing services to the Individual. Full names and qualifications of the service providers must be provided upon request to the Individual or the Individual's designated representative or when required by the department of regulatory agencies.
f. Receive, upon request:
    i. Prior to initiation of non-emergent care or treatment, the estimated average charge to the Individual. This information must be presented to the Individual in a manner that is consistent with all state and federal laws and regulations.
    ii. The BHASO Network provider's general billing procedures.
    iii. An itemized bill that identifies treatment and services by date. The itemized bill must enable Individuals or their legal representatives to validate the charges for items and services provided and must include contact information, including a telephone number, for billing inquiries. The itemized bill must be made available either within ten (10) business days of the request, thirty (30) days after discharge, or thirty (30) days after the service is rendered – whichever is later.
g. Give informed consent for all treatment and services. The personnel must obtain informed consent for treatment they provide to the Individual. Informed consent includes:
    i. A written agreement executed between the BHASO Network provider and the Individual or the Individual's legal representative at the time of admission. The parties may amend the agreement if there is written consent of both parties. No agreement will be construed to relieve the BHASO Network provider of any requirement or obligation imposed by law or regulation.
    ii. Individual consents must include consent to treatment. If the Individual is refusing treatment or an aspect of treatment, the BHASO Network provider must have the Individual sign a form to confirm their refusal.

iii. If the governor or local government declares an emergency or disaster, a BHASO Network provider may obtain documented oral agreements or consents in place of written agreements or consents. Documented oral agreements and consents may only be used as necessary because of circumstances related to the emergency or disaster. The BHASO Network provider shall send a hard copy or electronic copy of the documented agreement or consent to the Individual within two (2) business days of the oral agreement or consent.

h. Register disputes with the BHASO Network provider and grievances with the BHA and to be informed of the procedures for registering complaints and grievances including contact information.

i. Be free of abuse and neglect.

i. The BHASO Network provider must develop and implement policies and procedures that prevent, detect, investigate, and respond to incidents of abuse or neglect. This includes suspected physical, sexual, or psychological abuse; exploitation and/or caretaker neglect; as well as child abuse, neglect and/or child safety issues, which must include definitions of abuse and neglect under the C.R.S. §19-1-103, and that are consistent with the reporting of child abuse allowed under federal law. Policies and procedures must also be consistent with definitions and mandated reporting requirements for mistreatment, abuse, neglect, and exploitation of at-risk adults under C.R.S. §26-3.1-101, §26-3.1-102, §18-6.5-108).

A. Prevention includes, but is not limited to, adequate staffing to meet the needs of the Individuals, screening personnel for records of abuse and neglect, and protecting Individuals from abuse during investigation of allegations.

B. Detection includes, but is not limited to, establishing a reporting system and training personnel regarding identifying, reporting, and intervening in incidences of abuse and neglect.

ii. The BHASO Network provider shall investigate all allegations of abuse or neglect against BHASO Network provider personnel, or made against an Individual, when the allegation occurs during service provision or on BHASO Network provider premises. The BHASO Network provider shall implement corrective actions in accordance with such investigations.

j. Be free from the improper application of restraints or seclusion. Restraints or seclusion may only be used in a manner consistent with Part 2.14 of 2 CCR 502-1.

k. Expect that the BHASO Network provider in which the Individual is admitted can meet the identified and reasonably anticipated care, treatment, and service needs of the Individual.

l. Receive care from the BHASO Network provider in accordance with the Individual's needs.

m. Have the confidentiality of their Individual records maintained.
    i. A BHASO Network provider must comply with all applicable state and federal laws and regulations for release of information including but not limited to 42 C.F.R. Part 2, C.R.S. §27-65-123 and HIPAA.
    ii. When obtaining informed consent or an authorization for release of information, the signed release must state, at a minimum:
        A. Persons who may receive the information in the records;
        B. The purpose for obtaining this information;
        C. The information to be released;
        D. That the release may be revoked by the Individual, or legal representative at any time; and
        E. That the release of information is only valid for a time period specified but such time cannot exceed two (2) years from the date of signature.
n. Receive care in a safe setting.
o. Be notified if referrals to other providers are to entities in which the BHASO Network provider has a direct or indirect financial benefit, including a benefit that has financial value, but is not a direct monetary payment.
p. Formulate medical and psychiatric advance directives and have the BHASO Network provider comply with such directives, as applicable, and in compliance with applicable state statute.
q. When the BHASO Network provider is aware that an Individual has developed advance directives, the BHASO Network provider shall make good faith efforts to obtain the directives and the directives must become part of the Individual's record.
r. The BHASO Network provider shall disclose the policy regarding Individual rights to the Individual or the Individual's designated representative prior to treatment or upon admission, where possible. For any services requiring multiple Individual encounters, disclosure provided at the beginning of such care or treatment course must meet the intent of the regulations.

1.3.12 Services to Persons Who are Deaf or Hard of Hearing. The BHASO Network shall comply with the following specifications of the Americans with Disabilities Act (ADA):

a. Treatment services provided to persons who are deaf or hard of hearing shall comply with the Americans with Disabilities Act (ADA), (ADA Regulations, Title III, Regulation 28 CFR Part 36, Subpart C, Section 36.303).
b. When an interpreter is the appropriate auxiliary aid or service, the sub-contractor shall provide a "qualified interpreter" per ADA Regulations, Title III, Regulation 28 CFR Part 36, Appendix B, and ADA Regulations, Title III, Regulation 28 CFR Part 36 Subpart A, Section 36.104, which specify that if a friend or family member is offered as an interpreter, a non-family, non-friend interpreter must also be offered as a choice to the Individual.

c. Subcontractors "may not place a surcharge on a particular Individual with a disability to cover the cost of measures, such as the provision of auxiliary aids or program accessibility, that are required to be provided that Individual or group with the nondiscriminatory treatment" (ADA Regulations, Title III, Regulation 28 CFR Part 36, Subpart C, Section 36.301(c).
d. The BHASO may fund the BHASO Network's operation of and participation in Colorado Daylight Partnership Learning Collaboratives to develop and expand sustainable statewide capacity to deliver consistent, high quality, accessible mental health and substance abuse services to deaf, hard of hearing, and deafblind (D/HOH/DB) Individuals.

1.3.13 Nondiscrimination. In addition to other nondiscrimination language contained in this Contract, the BHASO and the BHASO Network may not discriminate against Individuals with any of the following characteristics:

a. Race
b. Limited english proficiency
c. Sex
d. Gender identity / gender expression
e. Sexual orientation
f. Involuntarily committed to treatment pursuant to C.R.S. §27-81-112 and C.R.S. §27-82-108;
g. Pregnancy status
h. Use of drugs by injection
i. Presence of co-occurring psychiatric disorders
j. Use of prescribed psychotropic medications
k. Use of medication for the treatment of opioid dependence
l. Deaf or Hard of Hearing
m. HIV positive status
n. AIDS diagnosis
o. High risk behavior
p. Aid to the needy disabled recipient
q. Use of drugs other than alcohol
r. Disabled as defined by the Americans with Disabilities Act
s. Veteran or active military
t. Socioeconomic status
u. Education level
v. Ethnicity

1.3.14 Cultural Responsiveness in Service Delivery

a. The BHASO Network shall include services that address the language, ability, and cultural barriers, as necessary, to serve communities of color and other Underserved Populations.
b. To ensure the provision of culturally and linguistically appropriate services, the BHASO and the BHASO Network shall:
    i. Ensure all methods and procedures used to assess and evaluate an Individual are able to be provided in the preferred language and/or communication method of frequently encountered limited English proficiency (LEP) groups.
    ii. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in the service area, including each group's diverse cultural health beliefs and practices, preferred languages, health literacy, and other needs in order to inform the provision of culturally and linguistically appropriate services and improve access and quality of services for these groups.
    iii. Collect and maintain updated information to help understand the composition of the communities in the service area, including the primary spoken languages in order to inform the provision of culturally and linguistically appropriate services and improve access for these communities.
    iv. Be able to provide oral and written notice to Individuals with limited English proficiency in the preferred language and/or communication method of frequently encountered limited English proficiency (LEP) groups of the agency to inform them of their right to receive language assistance services and how to do so. Language assistance services must be free of charge to the Individual, be accurate and timely, and protect the privacy and independence of the Individual receiving services.
    v. Provide documents or messages vital to an Individual's ability to access services (for example, registration forms, sliding scale fee discount schedule, after-hours coverage, signage) in languages common in the community served, taking account of literacy and developmental levels and the need for alternative formats. Such materials shall be provided at intake.
    vi. Provide interpretation and translation services in a manner that meets the needs of the Individual.
        1. The BHASO and the BHASO network shall not require or suggest to use family or friends as interpreters. This requirement exists in order to ensure complete, accurate, impartial, and confidential communication. An Individual shall not be required to provide their own interpreter. The BHASO/The BHASO Network shall not rely on an adult accompanying an Individual with limited English proficiency (LEP) to interpret or choose to facilitate communication except:
            a. In an emergency involving an imminent threat to the safety or welfare of an Individual or the public, where there is no qualified

interpreter for the Individual with limited English proficiency immediately available.

b. Where the Individual with limited English proficiency specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances.

c. Personnel should suggest that a trained interpreter be present in these instances to ensure accurate interpretation and should document the offer and declination in the Individual's record.

2. Minor children must not be used as interpreters, nor be allowed to interpret for their parents when the minor is the Individual receiving services, unless there is an emergency involving an imminent threat to the safety or welfare of an Individual or the public when no other interpreter is available.

3. To the extent interpreters are used, and an interpreter is not provided by the Individual, the interpreters must be trained to function in a medical and/or behavioral health setting, adhere to accepted interpreter ethics principles, including Individual confidentiality and be able to interpret effectively, accurately, and impartially.

vii. Provide auxiliary aids and services needed for effective communication, that are Americans with Disabilities Act (ADA) compliant and responsive to the needs of Individuals with disabilities (e.g., sign language interpreters, videophones).

viii. Implement strategies to recruit, support, and promote personnel that are representative of the demographic characteristics, including primary spoken languages of the communities in the agency's service area.

ix. The BHASO/the BHASO Network are responsible for training personnel on interpretation and translation services available to facilitate services. This includes training personnel on the procedures to access and use such services.

c. The BHASO shall have a strategy for addressing health disparities by meeting one of the following:

i. If the BHASO has completed an equity plan that identifies how it will address health equity, the BHASO shall submit its equity plan to BHA; or

ii. The BHASO shall submit to BHA a completed Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS) Checklist that follows the HHS format found at the U.S. Department of Health and Human Services (HHS) Think Cultural Health website: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

d. The equity plan or CLAS Checklist should reflect how to improve treatment access and/or outcomes for priority and underserved populations. In Year One, the BHASO shall submit the equity plan or CLAS checklist. Subsequent annual submissions shall include any updates to the plan or checklist and a description of progress on the Equity Plan or CLAS checklist advancements.
    i. DELIVERABLE: Equity Plan or CLAS Checklist and Updates
    ii. DUE DATE: August 31 annually
    iii. DESTINATION: cdhs_BHAdeliverables@state.co.us
    iv. FILE NAME: BHASO Region[X] - [BHASO] - FY[XX] [Month]- Equity Plan [OR] CLAS Checklist.
e. The BHASO Network shall require the BHASO Network to submit an Equity Plan or a CLAS Checklist per the terms in this subsection c. to the BHASO.

1.3.15 Social Determinants of Health

a. The BHASO shall demonstrate an understanding of the health disparities and inequities in its Region and develop plans with the BHASO Network providers, Individuals, and community stakeholders to optimize the whole person health of Individuals in its Region.
b. Recognizing that the conditions in which Individuals live also impact their health and well-being, the BHASO shall establish relationships and collaborate with economic, social, educational, justice, recreational and other relevant organizations to promote the health of local communities and populations.
c. BHASO shall uphold the expectation that, in the creation or promotion of programs, priority emphasis is placed on stigma reduction and harm reduction, creating a culture of support that aligns with these crucial objectives.
d. The BHASO shall know, understand, and implement initiatives to build local communities to optimize health and well-being, particularly for those Individuals with complex needs that receive services from a variety of agencies.
e. The BHASO shall establish relationships and communication channels with community organizations that provide resources such as food, housing, energy assistance, childcare, education and job training in the Region.
f. The BHASO shall collaborate with school districts and schools to coordinate care and develop programs to support the behavioral health of children and youth.
g. The BHASO shall coordinate with its Region's RAE to leverage the statewide Community Resource Inventory (CRI) through the SHIE infrastructure, when available.
h. The BHASO shall identify and promote community engagement with evidence-based and promising initiatives operating in the Region that address the social determinants of health. The BHASO shall work with community organizations to remove roadblocks to access to programs and initiatives, particularly evidence-based/promising practice programs in the Region, leveraging the SHIE infrastructure, when available.

i. The BHASO shall share information with the State and with community organizations in the Region about identified community social service gaps and needs.
j. The BHASO shall engage with hospitals and local public health agencies regarding their community health needs assessments to develop and implement collaborative strategies to reduce health inequities and disparities in the community.
k. The BHASO shall collaborate with BHA, other state agencies, and regional and local efforts in order to expand the community resources available to Individuals.

1.3.16 Non-Traditional Service Locations

a. Unless otherwise prohibited by this Contract, Rule, the service code, fidelity model, or best practice, services may be delivered in non-traditional locations / methods with the goal of increasing access to services, such as:
    a. By telehealth
    b. In-home
    c. Community settings such as
        i. Schools
        ii. Community centers including resource and day centers
        iii. Congregate and emergency shelters
        iv. Faith-based settings
    d. Supportive housing locations, including:
        i. Permanent supportive housing
        ii. Transitional housing
        iii. Rapid-rehousing
        iv. Oxford and sober living
        v. Bridge housing
    e. Outdoor settings including services provided by co-responder and street medicine and outreach teams,
b. Providing the option for an Individual to choose to access services in non-traditional locations is especially encouraged when serving Individuals with geographical, disability, or transportation barriers to accessing services in an office setting. Telehealth may not be considered a replacement for in-person services, and Individual choice must be centered in the decision to receive care in nontraditional locations/methods.

1.3.17 Evidence Based Practices.

a. Purpose and Goal
    i. SAMHSA annually tracks Evidence Based Practice (EBP) programming for the treatment of behavioral health disorders throughout the states receiving Mental Health Block Grant funding. For the purposes of this Contract, Evidence-based interventions are defined by inclusion in one or more of the three categories below:

1. Included in Federal registries of evidence-based interventions;
2. Reported with positive effects on the primary targeted outcome in peer-reviewed journals; or
3. Documented effectiveness supported by other sources of information and the consensus judgment of informed experts.

ii. BHA is required to submit an annual report to SAMHSA detailing EBPs utilized in the State as well as Individuals served under each EBP. As a result, the Contractor shall submit the deliverables identified below by the associated deadline.

b. Activities/Services.

i. Data Reporting. The BHASO shall submit an annual EBP flat file per specifications in the most recent version of the Colorado Behavioral Health Administration Guidelines for reporting Evidence Based Practices.

1. The annual data submission shall include all allowable EBPs utilized by the BHASO and funded by BHA.
2. DELIVERABLE: EBP Flat File
3. DUE DATE:Data for the prior contract year are to be submitted by 5 PM on July 31 annually.
4. DESTINATION:
5. FILE NAME: "BHASOID_FY##.EBP"

1.3.18 Access to Medication-Assisted Treatment. In accordance with C.R.S. §27-50-403(e), BHASOs are prohibited from purchasing treatment modality services from providers that deny or prohibit access to any medically necessary treatment, including medication-assisted treatment, as defined in C.R.S. §23-21-803, for SUD.

a. Funds may not be expended through the grant or a subaward by any agency which would deny any eligible Individual, patient or Individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono product formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.)
b. Specifically, Individuals must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the Individual and determined that methadone is an appropriate medication treatment for the Individual's opioid use disorder.
c. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider.

d. In all cases, MAT must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial.
e. The BHASO shall assure that Individuals will not be compelled to discontinue MAT as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

1.3.19 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. Grant 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. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). 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.

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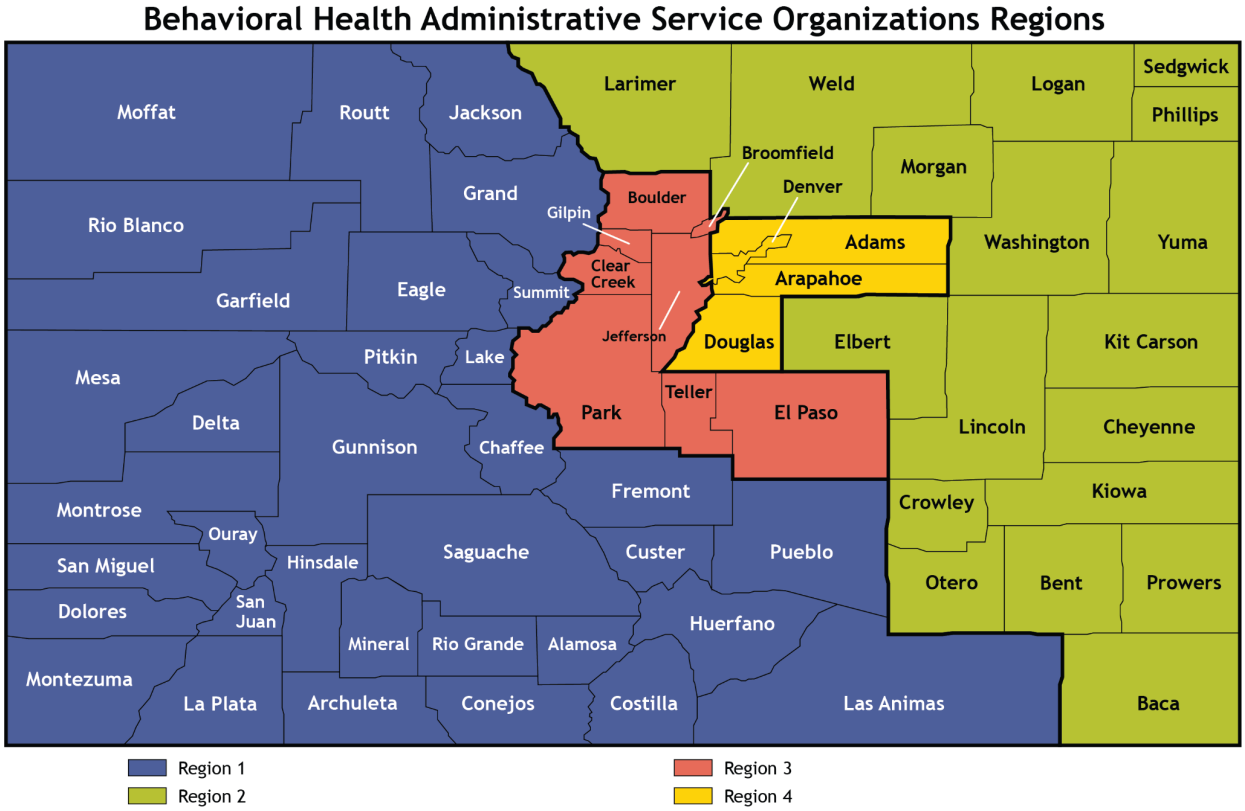
Chapter 4
BHASO Structure



1.4.1 BHASO Regions

Geographic Service Region	BHASO	Counties
Region 1	TBD	Alamosa, Archuleta, Chaffee, Conejos, Costilla, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Grand, Gunnison, Hinsdale, Huerfano, Jackson, Lake, Las Animas, La Plata, Mesa, Mineral, Moffat, Montezuma, Montrose, Ouray, Pitkin, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel, Summit
Region 2	TBD	Baca, Bent, Cheyenne, Crowley, Elbert, Kit Carson, Kiowa, Larimer, Lincoln, Logan, Morgan, Otero, Phillips, Prowers, Sedgwick, Washington, Weld, Yuma
Region 3	TBD	Boulder, Broomfield, Clear Creek, El Paso, Gilpin, Jefferson, Park, Teller
Region 4	TBD	Adams, Arapahoe, Denver, Douglas

1.4.2 Attribution of Individuals Seeking Services. The BHASO Network shall serve Individuals regardless of the Individual's home address, if other eligibility criteria are met.

1.4.3 BHASO Ownership and Control; Conflict of Interest.

a. Definitions. As used in this section 1.4.3, unless the context otherwise requires:
    i. "Medical Director" means a physician who oversees the medical care and other designated care and services in a BHASO. The Medical Director may be responsible for helping to develop clinical quality management and utilization management.
    ii. "Ownership" means an Individual who is a legal proprietor of an organization, including a provider or Individual who owns assets of an organization, or has a financial stake in the BHASO.
b. In order to promote transparency and accountability, each BHASO that has twenty-five percent or more Ownership by providers of behavioral health services shall comply with the following conflict of interest policies:
    i. Providers who have Ownership or board membership in a BHASO shall not have control, influence, or decision-making authority in how funding is distributed to any provider or the establishment of provider networks.
    ii. BHA shall quarterly review a BHASO's funding allocation to ensure that all providers are being equally considered for funding. BHA is authorized to review any other pertinent information to ensure the BHASO is meeting state and federal rules and regulations and is not inappropriately giving preference to providers with Ownership or board membership.
    iii. An employee of a contracted provider of a BHASO shall not also be an employee of the BHASO unless the employee is a medical director for the BHASO. If the Medical Director is also an employee of a provider that has board membership or Ownership in the BHASO, the BHASO shall develop policies, approved by the commissioner of the behavioral health administration, to mitigate any conflict of interest the Medical Director may have.
    iv. A BHASO's board shall not have more than fifty percent of contracted providers as board members, and the BHASO is encouraged to have a community member on the BHASO's board.
    v. Conflict of Interest Policy.
        i. The BHASO shall have a Conflict of Interest policy that addresses potential conflicts relating to the Contract requirements of the BHASO. The policy must include a description of how the BHASO will address potential conflicts of interest with any health care provider that may have an ownership or controlling interest in the operation of the BHASO. The policy must also require the BHASO to disclose financial conflicts of interest if they occur (e.g. the BHASO or an employee of the BHASO has

received financial compensation such as gifts or reimbursements from a provider). The policy must provide a method to monitor and manage financial conflicts of interest.

1. DELIVERABLE: Conflict of Interest Policy
2. DESTINATION: cdhs_BHAdeliverables@state.co.us
3. DUE DATE: May 31, 2025 and upon update or upon BHA request thereafter.
4. FILE NAME: BHASO Region[X] - [BHASO] - FY[XX] - Conflict of Interest Policy

ii. Any entity, political subdivision, or Individual may file a complaint with BHA if the entity, political subdivision, or Individual believes there is an actual or perceived conflict of interest within the BHASO's organization.

1.4.4 BHASO Staffing.

a. The BHASO shall appropriately staff the BHASO to accomplish the services and activities required by this Contract. BHASO employees shall be compensated fairly. BHASOs should reference the MIT Living Wage Calculator available at livingwage.mit.edu to estimate the local wage rate that a full-time worker requires to cover the costs of their family's basic needs where they live.
b. Staff shall include:
   i. Project Director
   ii. Contract/Data Manager responsible for ensuring program compliance and contractual oversight.
   iii. Quality Assurance / Improvement Manager
   iv. Clinical Director shall be contracted or staffed to develop protocols and ensure clinical oversight of the program.
   v. Fiscal Officer
   vi. Network Development Staff
   vii. Delivery System Quality Assurance Staff
   viii. Client Navigator Staff
c. Recommended but not required personnel include:
   i. payment navigators (Individual facing),
   ii. intergovernmental liaisons (state agency/city/county facing)
   iii. community resource navigators (Individual facing).
   iv. The BHASO may also employ/subcontract with a board-certified Physician as necessary to establish medical necessity criteria and protocols.
d. Staff may be shared FTE subject to approval by BHA.
e. The following positions should be hired at the BHASO but shall be directly charged to the corresponding Safety Net Service or BHA Program, and will not to be paid out of the BHASO's Administrative Fee:

i. CYMHTA Clinical Care Coordinator
ii. CYMHTA Liaison

1.4.5 Background Checks. The BHASO Network's staff who have direct contact with vulnerable persons, including but not limited to staff of the Outpatient Competency Restoration program, shall complete and submit a background check with the Colorado Bureau of Investigation in accordance with C.R.S. §27-90-111. No contact with Individuals shall take place until the background check is completed and passed.

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Chapter 5
BHASO Functions

Article 1 - General Functions

1.5.1.1 Workforce Development

a. Program Description and Objectives
    i. Colorado, like many other states, faces a shortage of qualified behavioral health professionals. These workforce shortages are especially acute in rural areas and among priority and underserved populations, where lack of access to services intensifies disparate outcomes and further drives inequity. Further, where social determinants of health such as economic stability, education access and quality, health care access and quality, neighborhood and built environment, and social and community context are often more acute in these populations and contribute to both physical and mental health.
    ii. The BHASO shall engage in appropriate workforce expansion and development interventions, as appropriate in its community. Workforce Expansion and Development encompasses recruitment and retention, diversifying and cultivating a culturally responsive workforce, and work-based learning to develop career pipelines into behavioral health. The objective of these initiatives is for every person in Colorado to have improved and more reliable access to equitable, high-quality behavioral health care at every stage of life through a strengthened and expanded behavioral health workforce.

b. Activities and Services
    i. Promote trainings to upskill and advance the behavioral health workforce, including utilizing the Learning Management System (OwnPath Learning Hub) created by BHA.
    ii. Monitor employee attrition and implement mitigation efforts when deemed appropriate by BHASO and employers.
    iii. Employ CLAS standards to promote equitable hiring processes.
    iv. Build and strengthen career pipelines to move individuals into quality jobs as defined by Colorado Workforce Development Council (CWDC).
    v. Promote diversity in the workforce to best reflect the community where the services are delivered.
    vi. Promote building multidisciplinary teams as appropriate to ensure that individuals are operating at the top of their credentialing.

vii. Network Workforce Studies, The BHASO may be required to participate in future workforce studies initiated by BHA to examine vacancy rates, rates of pay / living wage prevalence, and other market analyses within its Network.

1.5.1.2 Peer Support Professionals

a. Peer Support Professionals, generally.
   i. Peer support can be defined as the process of giving and receiving nonprofessional, nonclinical assistance from Individuals with similar conditions or circumstances to achieve long-term recovery from psychiatric, alcohol, and/or other drug-related conditions.[1]
   ii. By sharing their own lived experience and practical guidance, Peer Support Professionals help Individuals to develop their own goals, create strategies for self-empowerment, and take concrete steps towards building fulfilling, self-determined lives for themselves. They support Individuals in recovery to connect with their own inner strength, motivation, and desire to move forward in life, even when experiencing challenges.[2]
   iii. Peer Support Professionals offer different types of support, including: emotional (empathy and camaraderie), informational (connections to information and referrals to community resources that support health and wellness), instrumental (concrete supports such as housing or employment), and affiliationally support (connections to community supports, activities, and events).[3]
   iv. Peer support is valuable not only for the person receiving services, but also for behavioral health professionals and the systems in which they work. Peer workers educate their colleagues and advance the field by sharing their perspectives and experience in order to increase understanding of how practices and policies may be improved to promote wellness and resiliency. This is particularly important in mental health systems, where historical oppression, violence, and discrimination present significant barriers to recovery for many Individuals. Peer workers play vital roles in moving behavioral health professionals and systems towards recovery orientation.[4]
b. Boundaries for the proper use of Peer Support Professionals. Peer Support Professionals may not be required to complete the following tasks/activities:
   i. Monitoring urinalysis
   ii. Janitorial duties

[1] Tracy, K. and Wallace, S. *Benefits of peer support groups in the treatment of addiction.* (2017). Available at: https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5047716/
[2] Peers Supporting Recovery from Mental Health Conditions. (SAMHSA, 2017). Available at: https://www.samhsa.gov/sites/default/files/programs_campaigns/brss_tacs/peers-supporting-recovery-mental-health-conditions-2017.pdf
[3] (SAMHSA, 2017).
[4] (SAMHSA, 2017).

iii. Performing clinical/diagnostic assessments, service planning, or treatment
iv. Medication work monitoring or suggestions
v. Restraints
vi. Assessments outside of recovery services
vii. Give legal advice
viii. Serve as twelve-step (mutual aid) sponsors
ix. Any task that the Peer Support Professional has not received sufficient training to complete.

c. If the BHASO or BHASO Network intends to engage Peer Support Professionals in delivering a service, the BHASO/BHASO Network provider must verify that the Peer is eligible to perform the service per the Statewide Uniform Services Manual produced by HCPF and BHA. This review process may require analysis about how, when, why to utilize different types of professionals and paraprofessionals in a specific intervention.
d. Minimum standards
   i. Certification as a Colorado Peer and Family Specialist is encouraged.
   ii. Reimbursement or stipends for the costs of certification as a Colorado Peer and Family Specialist is an allowable expense of this Contract, as funding allows.
   iii. At minimum, Peer Support Professionals employed by the BHASO or BHASO Network must complete training in the IC&RC Domains of peer recovery[5] and core competencies. Training does not necessarily need to be provided by ICandRC, but must be given additional culturally relevant training. Training consists of sixty (60) total hours of training within each of the domains:
      1. Ten (10) hours of Advocacy
      2. Ten (10) hours of Mentoring and Education
      3. Ten (10) hours of Recovery and Wellness Support
      4. Sixteen (16) hours of Ethic
      5. Fourteen (14) hours of additional training
         A. Trauma informed care,
         B. Cultural sensitivity,
         C. Whole health,
         D. Substance use,
         E. Mental health, and
         F. Family support if not already covered.
e. The BHASO and the BHASO Network shall promote development and retention of Peers by strategies including but not limited to:
   i. Offer a living wage / competitive pay;
   ii. Invest in Peers' professional development, including creating career pipelines;
   iii. Equipping Peers with effective supervision with effective tools

[5] *ICandRC Domains of Peer Recovery,* available at https://icaada.org/wp-content/uploads/2021/11/ICRC-Domain-Explanation.pdf .

f. The BHASO shall track and report the providers in their network that use the services of Peer Support Professionals in the provision of BHA Safety Net Services. The report must identify the participating organizations, the number of Peer Support Professionals employed, whether the Peer Support Professionals are certified, and each organization's rates of retention for Peer Support Professionals.
    i. DELIVERABLE: Peer Support Professionals Report
    ii. DESTINATION: cdhs_BHAdeliverables@state.co.us
    iii. DUE DATE: July 15 and January 15 (15 days after the end of Quarter 2 and Quarter 4 of the State Fiscal Year).
    iv. FILE NAME: BHASO Region[X] - [BHASO] - FY[XX] [Quarter]- Peer Support Professionals Report

1.5.1.3 Training and Learning Hub.

a. The BHASO shall maintain annual documentation of all clinical training it provides to its subcontractors, including type of training, training content, total hours completed, and the names and number of participants. All training agencies external to OwnPath Learning Hub must be BHA-approved to establish and provide statewide standards of care. If training modules are developed and provided internally at the BHASO, training content must be submitted to BHA, three (3) months prior, for review and approval before providing the training to staff. BHA may review this documentation as part of its monitoring reviews.
b. Training and OwnPath Learning Hub.
    i. BHA operates a learning management system called the OwnPath Learning Hub (Learning Hub). Learning Hub will serve as a central location to provide ongoing, accessible training for the behavioral health workforce in Colorado. Training content will primarily focus on increasing and reinforcing knowledge of Licensed Behavioral Health Providers within the state. Non-licensed support professionals can also access the entire course catalog to increase their knowledge, gain community college credits towards an associates degree*, and demonstrate competency required by the BHASO for its Network.
        1. *not all courses contribute towards associate degrees.
    ii. The BHASO and the BHASO Network shall use the Learning Hub as directed by the BHA in guidance that may be released during the performance period, as amended.
    iii. Learning Hub trainings may be used to meet baseline standard professional development proficiency in the subject matter of the trainings. The BHASO shall ensure that professional development proficiencies are met at a standard that is equal to or greater than the trainings provided on Learning Hub.
        1. Learning Hub trainings must be kept current as BHA, DORA, HCPF or the relevant licensing bodies require.

c. Staff of the BHASO and BHASO Network shall be trained in:
    i. Best Practices
        1. Trauma-informed care and trauma resolution
        2. Individual-centered care
        3. Vicarious trauma and burnout of staff
        4. Employee wellness
        5. Tools for understanding progress and barriers to progress, and at a broader level of condition management and outcomes.
        6. Best practices in documentation
        7. Crisis Intervention Training (CIT)
        8. Intensive family intervention
        9. Mental Health First Aid
        10. Suicide prevention
        11. Telehealth
        12. Family and peer support training
        13. Conflict resolution
        14. Addressing stigma
        15. Emergency response and crisis planning
        16. Harm reduction
    ii. Special Populations
        1. BHA Priority Populations - definitions, special considerations, and no-refusal policies
        2. Gender-Responsive Services, including BIPOC centered approaches
        3. Cultural competency
        4. Implicit and explicit bias
        5. Availability and access of linguistic/translation services, including interpreters for the deaf and hard of hearing
        6. LGBTQ+ competency, including serving transgender or gender non-conforming Individuals
        7. Social-emotional therapies for understanding STI and HIV diagnosis
        8. Children and youth best practices
        9. Older adults
        10. Inclusive disability practices for staff and Individuals served
        11. Criminal justice proceedings and competency/competency restoration requirements (required for BHASO Network providers serving justice-involved Individuals
        12. Intellectual and Developmental Disabilities, dementia and cognitive disabilities and how to distinguish from a behavioral health crisis
    iii. BHASO / Provider Operations
        1. Ethical and legal considerations

2. Interprofessional collaboration
3. Quality improvement
4. Resource availability (both behavioral health and SDOH)
5. RAE vs. BHASO role
6. Child welfare - case workers' roles vs. BHASO/provider roles

1.5.1.4 Network Communication. The BHASO shall maintain consistent communication, both proactive and responsive, with the BHASO Network and promote communication among BHASO Network providers.

1.5.1.5 Continuity of Operations Plan

a. In the event of an emergency resulting in a disruption of normal activities for longer than three business days, BHA may request that the BHASO provide a plan describing how the BHASO 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").
b. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
c. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the BHASO.
d. Any necessary budget or contract term changes will be incorporated by a Contract Amendment. The BHASO'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.
e. Any submitted Continuity of Operations Plan will serve as an amendment to the contract for the timeframe identified and agreed to by BHA and the BHASO.
f. The BHASO shall communicate, in a format mutually agreed upon by BHA and BHASO 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.
    1. As part of the BHA/BHASO communication during the emergency, the BHASO and BHA will evaluate whether the emergency has been resolved such that normal operations may be resumed.
    2. The BHASO and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
    3. BHA will submit a notice accepting the termination of the Continuity of Operations Plan to the BHASO as the final action for any qualifying emergency response.

1.5.1.6 Licensing and Designation Database Electronic Record System (LADDERS). The BHASO shall use LADDERS (https://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, update daily bed counts (as applicable based on contract requirements), and submit policies and procedures. (Parts 2.18, 2.20, and 2.23 of 2 CCR 502-1).

1.5.1.7 Outreach and Marketing.

a. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including but not limited to the program, data, and communications teams. The BHASO shall provide a draft version of their report or evaluation in an editable Word or Google document no fewer than fifteen (15) business days before the final deliverable date for BHA staff review. If report design is included as part of the deliverable, the BHASO shall clearly communicate the deadline by which the draft with any edits and feedback must be returned by BHA staff to the BHASO so they may have the appropriate amount of time to design the final, approved content. The BHASO shall make documents accessible, and are encouraged to utilize resources from the Colorado Office of Information Technology (OIT) at oit.colorado.gov/standards-policies-guides/guide-to-accessible-web-services/accessible-pdfs-and-documents. The BHASO may be asked to place a report or evaluation on a BHA template and the report or evaluation may be required to display the BHA logo with an attribution such as "Funding provided for this [work/report/evaluation] by". The BHASO shall submit the finished document to BHA in its final format (e.g. a PDF file) and as an editable Word or Google document. Reports and evaluations may be posted on the BHA website.
b. 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 and approved by BHA program and communications staff.
c. Media Requests. To the extent BHA has access to information in the BHASO's possession or control per this Contract, if BHA receives a media request for this information, the BHASO must provide the requested information by the deadline provided, unless the requested information is protected by HIPAA or statutory rules.
    i. When the BHASO receives media requests about BHA funded services or programs, the BHASO shall include BHA to review and approve responses. The BHASO shall not respond on behalf of BHA or do media interviews on BHA-funded programs or services without BHA approval.
d. All Other Documents. All other documents published by the BHASO about its BHA-funded work, including presentations or website content, should mention or identify the Colorado Department of Human Services, Behavioral Health Administration as a funder.
e. Opinion of BHA. BHA may require the BHASO 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."

f. Colorado Open Records Act (CORA): To the extent not prohibited by federal law, state law, regulation or rule, this Contract, materials produced in performing this contract, and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through CORA (Colorado Open Records Act). In response to a CORA request, the BHASO may be required to produce any records or information for which BHA has full access per the terms of this contract. If BHA receives a CORA request directed at such records in the care, custody or control of the BHASO, the BHASO shall cooperate with BHA's efforts to comply with the CORA request.

Article 2 - Funding and Administrative Costs

1.5.2.1 Annual Budget

a. The BHASO shall compile, maintain, and submit to BHA an annual budget encompassing all BHASO costs for the administration of the system and for the provision of all services within its Region, including, but not limited to, year to date and annual usage projections.
   i. DELIVERABLE: Annual Budget
   ii. DESTINATION: cdhs_BHAdeliverables@state.co.us
   iii. DUE DATE: deadline mutually agreed by BHA and BHASO as part of contract renewal negotiations.
   iv. FILE NAME: BHASO Region[X] - [BHASO] - FY[XX] - Annual Budget v[version number]

1.5.2.2 Budget Reallocations. The BHASO may reallocate funds between the budget categories of this Contract, up to twenty percent (20%) of the total Contract budget 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. Budget Reallocations that exceed the 20% threshold must be requested and approved by BHA no later than May 15. Requests that are submitted later than this may not be able to be considered.

1.5.2.3 Funding Allocation Matrix.

a. The BHASO shall submit a funding allocation matrix of its subcontractor allocations on the template provided by BHA.
b. The matrix shall account for all funding contributing to the services described in this Contract received by virtue of the BHASO's role as a BHASO, including funding from this Contract, SB-202, and any other payor sources including but not limited to Federal grant funding (whether received from other parties or BHA), other third-party/insurance payers, etc.
c. Providers of all direct services must be identified. If any subcontractors in turn subcontract for direct services with BHA funding, those subcontractors must also be identified in the matrix.

d. The matrix shall indicate the payment methodology for each service (e.g. fee for service, capacity).
e. The matrix shall include the BHASO's Administrative Fee (up to 10%) for each budget line item in the Contract.
    i. DELIVERABLE: Funding Allocation Matrix
    ii. DUE DATE: August 31 annually
    iii. DESTINATION: cdhs_BHAdeliverables@state.co.us
    iv. FILE NAME: BHASO Region[X] - [BHASO] - FY[XX] - Funding Allocation Matrix
f. The sum of this matrix shall equal the total contract dollars as specified in Exhibit B - Budget of this contract.

b. The BHASO shall update and resubmit the matrix within thirty (30) days of the addition of any new subcontractor or after any budget reallocation or Contract amendment that impacts funding.
    a. DELIVERABLE: Updated Funding Allocation Matrix
    b. DUE DATE: As Needed, within 30 days of triggering event
    c. DESTINATION: cdhs_BHAdeliverables@state.co.us
    d. FILE NAME: BHASO Region[X] - [BHASO] - FY[XX] [Month] - Updated Funding Allocation Matrix
    e. The BHASO shall submit a report of retrospective actual expenditures against the previous fiscal year's funding allocation matrix.
        i. DELIVERABLE: Funding Allocation Matrix Expenditures
        ii. DUE DATE: August 31 annually
        iii. DESTINATION: cdhs_BHAdeliverables@state.co.us
        iv. FILE NAME: BHASO Region[X] - [BHASO] - FY[Prior year FY] - Funding Allocation Matrix Expenditures

1.5.2.4 Funding Sources.

a. BHA will provide a source funding matrix identifying the various state funds and federal grants which fund the BHASO's contract. BHA will also provide a funding manual detailing allowable expenses and grant terms and conditions. See also Exhibits E-H for federal funding terms and conditions.
b. The BHASO shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in the subcontract's budget. If the subcontractor receives federal grant dollars, the BHASO shall communicate the assistance listing number in the appropriate subcontracts and ensure compliance with 2 CFR 200.332.
c. The BHASO may braid or leverage Contract funds with other funding sources in order to enhance services and/or expand capacity to serve Individuals in its Region.

d. If the BHASO uses any BHA funds for matching purposes, the BHASO shall bear all risk when matching funds; and BHA shall not guarantee ongoing match for the BHASO's grant match programs. Federal funds may not be used as match for Federal funds.

1.5.2.5 BHASO Administrative Fee.

a. The BHASO may apply an Administrative Fee for purposes of managing the Contract, in the amount of up to ten percent (10%) of the BHASO's expended contract amount, unless the administrative or indirect rate for a particular funding stream is limited for other reasons. The BHASO shall invoice for the Administrative Fee in its quarterly invoice. The administrative fee shall be reconciled upon the report of quarterly actual expenditures pursuant to Part 1, Chapter 5, Article 3 - Financial Services and Monitoring.
b. The Administrative Fee supports the costs of:
    i. Network development and maintenance
        1. Monitoring and responding to changes in service needs and barriers
    ii. Operation of the Care Navigation Line described in Exhibit A, Part Two, Article 2 - Care Navigation Line.
    iii. Data collection, analysis, and reporting
    iv. Quality monitoring and improvement
    v. Community and provider outreach and education
    vi. Fiscal management and timely payment services
    vii. Overhead such as legal, human resources, insurance, information technology, and other expenses of the BHASO organization.
c. The BHASO administrative fee is inclusive of all indirect costs and no additional indirect cost recovery shall be charged.
d. On a quarterly basis, the BHASO administrative fee will be reconciled to the agreed upon administrative fee percentage, unless a particular funding stream is limited, of the expended contract amounts based upon the Quarterly Expenditure Reconciliation Report in section 1.5.3.2.

1.5.2.6 Cost Allocation Plan. The BHASO must develop and report to the BHA a cost allocation plan for distribution of salaries, operating, and other indirect costs.

1. DELIVERABLE: Cost Allocation Plan
2. DUE DATE: December 30 annually
3. DESTINATION: cdhs_BHAdeliverables@state.co.us
4. FILE NAME: BHASO Region [x] - [BHASO] - FY[XX] Cost Allocation Plan

1.5.2.7 Indirect Rates for Providers

a. If a network provider has a federally-negotiated indirect rate, the BHASO must use that rate in its subcontracts, unless otherwise limited by statute or a federal grant.
b. If a network provider has a State-negotiated indirect rate, the BHASO must use that rate in its subcontracts.
c. If a network provider has never had a federally-negotiated indirect rate, the BHASO may use ten (10%) percent de minimis rate.
d. If an indirect rate is limited by statute or funding regulations, that rate shall prevail.

1.5.2.8 Payor of Last Resort. The BHASO shall ensure that all billable services are submitted to Medicaid and other third-party payors and that BHA funding is used to reimburse providers as the payor of last resort. BHASO Network providers may not use BHA funds to pay for Medicaid-covered services for Medicaid-enrolled individuals.

Article 3 - Financial Services and Monitoring

1.5.3.1 BHASO Network Payment.

a. The BHASO shall establish and apply efficient, timely, and accurate billing and payment procedures affecting the BHASO Network.
b. The BHASO shall track services and costs incurred by funding source and be capable of supporting costs with source documentation.
c. The BHASO shall review invoices from the BHASO Network for accuracy and compliance with terms of the contract and any federal award funding.
d. The BHASO shall remit payment to the BHASO Network within thirty (30) days of receipt of a correct and complete invoice from a BHASO Network provider.

1.5.3.2 BHASO Invoicing and Payment.

a. The BHASO shall receive and disburse the BHA funds from this Contract. The BHASO shall submit a payment request by July 20 (Q1), October 20 (Q2), January 20 (Q3), April 20 (Q4) detailing expected service costs for the respective quarter.
b. Q2, Q3, and Q4 payment requests shall include a reconciliation of actual expenditures by funding source and service. The funding request shall be adjusted to address prior quarter cash shortfalls or excess cash requests. For reference, BHA will also collect information regarding administrative costs to understand further the administrative functions that the BHASO has invested in. These costs will not be reconciled to the administrative fee. This information will be provided on the Quarterly Expenditure Reconciliation Report provided by BHA.
    1. DELIVERABLE: Quarterly Expenditure Reconciliation Report
    2. DUE DATE: October 20 (Q1), January 20 (Q2), April 20 (Q3), July 15 (Q4), August 15 (Full Year - Final)
    3. DESTINATION: cdhs_BHAdeliverables@state.co.us

4. FILE NAME: BHASO Region [x] - [BHASO] - FY[XX] Q[X] Quarterly Expenditure Reconciliation Report

c. Reconciliations will be validated with data submissions. Discrepancies may result in payment adjustments.
d. The BHASO shall utilize the invoice template(s) provided by BHA. The BHASO shall comply with the invoicing instructions contained within the invoice template.
e. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
f. Year end invoice estimates are due by June 15. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
g. Final invoices are due no later than August 15 and shall be accompanied by an annual financial report of expenditures.
h. Invoices received by August 15 which require revisions must be final by September 15 or they may not be paid. Invoice revisions received after September 15 for the prior fiscal year cannot be paid.
i. Federal grant funds have alternate end dates. Final reconciliations of costs and requests for payment must be received within 45 days of the grant period end date.
j. The State will make payment on invoices within forty-five (45) days of receipt of a correct and complete invoice, including supporting documentation as requested or required, to CDHS_BHApayment@state.co.us. Consequently, the BHASO must have adequate solvency to pay its expenses up to forty-five (45) days after invoice submission to BHA.

1.5.3.3 Finance and Data Protocols. The BHASO and the BHASO Network 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.

1.5.3.4 Provider Audits

a. The BHASO is responsible for the collection and review of provider audits. The BHASO shall collect one copy of each subcontractor's audit report (the provider's single audit, if the provider meets the threshold, or the provider's audited financial statements if single audit does not apply), together with associated special reports, the management letter, and any auditor's opinion letter no later than nine months after the close of the subcontractor's fiscal year.
    1. The BHASO shall require a special audit test/auditors' statement as part of single audit reviews or financial review statements that state the provider has adhered to all SABG fiscal expenditure restrictions and requirements.
    2. The BHASO need not submit copies of the subcontractor audits to BHA, though they should be available upon request.

b. BHA will provide a Desk Review Checklist (template provided by BHA) to track the subcontractors' audits.
    1. DELIVERABLE: Desk Review Checklist.
    2. DUE DATE: May 31 annually.
    3. DESTINATION: cdhs_BHAdeliverables@state.co.us
    4. FILE NAME: BHASO Region [x] - [BHASO] - FY[XX] Desk Review Checklist

1.5.3.5 Fiscal Contract Monitoring Instrument

a. For federally funded programs and services, the BHASO Network providers are considered subrecipients and the BHASOs are passed through subrecipient monitoring responsibilities in accordance with 2 CFR 200.332(d).
b. The BHASO shall conduct at least one financial review using the fiscal contract monitoring instrument of each subrecipient provider receiving federal funds on the template provided by BHA.
    i. When the BHASO executes initial subcontracts with BHASO Networks providers during the Start-Up Period, the BHASO shall complete a fiscal contract monitoring instrument for each subcontractor within 120 days of contract execution.
    ii. When the BHASO executes subcontracts with BHASO Network providers after the Start-Up Period, the BHASO shall complete a fiscal contract monitoring instrument for each subcontractor within 90 days of contract execution.
    iii. BHASO Network providers who are determined to be low-risk in the initial fiscal contract monitoring review may be visited at a minimum every three years after the initial review.
    iv. Providers with previous adverse findings or higher needs for technical assistance should be visited more frequently than the minimum requirement. BHASOs may enforce and implement additional monitoring activities and requirements based upon their implementation of 2 CFR 200.332(d).
    v. The BHASO shall submit Fiscal Contract Monitoring Instruments per the instructions below
        1. DELIVERABLE: copy of the completed Fiscal Contract Monitoring Instrument
        2. DUE DATE: within fourteen (14) calendar days of the time that the BHASO sends the reports to the audited subcontractor, no later than May 31 each year.
        3. DESTINATION:CDHS_BHADeliverables@state.co.us
        4. FILE NAME: BHASO Region [x] - [BHASO] - FY[XX] [Provider] Fiscal Contract Monitoring Instrument
c. For wholly state-funded agreements and for federal subrecipient agreements for programs and services receiving under twenty thousand dollars ($20,000) annually, the BHASO

will ensure there are adequate internal controls to ensure that BHASO Network providers are financially sound, services billed to the state align with required statutes, are reasonable in cost, and maintain adequate supporting documentation for the expense.

1.5.3.6 Subrecipient Performance Report and Assessment. BHA is required annually to assess subrecipients of federal funds using the Subrecipient Performance Report and Assessment. The BHASO will receive this assessment from BHA annually, in Spring (fourth quarter of the State Fiscal Year). The BHASO must complete the assessment and return to BHA no later than the deadline listed in the assignment.

1. DELIVERABLE: Subrecipient Performance Report and Assessment
2. DUE DATE: listed in assignment email
3. DESTINATION: online form with certification to cdhs_BHAdeliverables@state.co.us
4. FILE NAME: BHASO Region [x] - [BHASO] - FY[XX] [Provider] Subrecipient Performance Report and Assessment

1.5.3.7 Program Income. Program income generated through federal grant funded programs is additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If the BHASO or the BHASO Network charges and receives fees for services, or otherwise receives income associated with the sponsored program (such as sliding scale fees assessed on federally-funded programs), this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

1.5.3.8 Prior Approval.

a. The BHASO shall obtain BHA approval prior to incurring the following costs at the BHASO or provider level: gift cards; incentive payments to clients; costs that may be considered entertainment; promotional items; fines, penalties, or damages; capital costs, including but not limited to equipment, vehicles, real property improvements, acquisition, or renovations; other costs the BHASO is concerned may be subsequently disallowed.
b. The BHASO shall maintain an inventory of capital investments in its network and report back to the BHA annually on continued eligible use and monitoring activities.
    1. DELIVERABLE: Capital Inventory Report.
    2. DUE DATE: September 30 annually.
    3. DESTINATION: cdhs_BHAdeliverables@state.co.us
    4. FILE NAME: BHASO Region [x] - [BHASO] - FY[XX] Capital Inventory

1.5.3.9 Start-up Costs.

a. If BHA reimburses the BHASO for any start-up costs for the BHASO or for a BHASO Network provider, and the BHASO/BHASO Network closes the program or facility within three years of opening, or longer if specified by the funding source, the BHASO

shall reimburse BHA for one-hundred percent (100%) of said start-up costs within sixty (60) days of the closure.

b. If BHA reimburses the BHASO for any start-up costs for the BHASO or for a BHASO Network provider, and the BHASO/BHASO Network closes the program or facility within five (5) years of opening, or longer if specified by the funding source, the BHASO shall reimburse BHA for fifty percent (50%) of said start-up costs within sixty (60) days of the closure.
c. The BHASO 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.

Article 4 - Financial Reporting

1.5.4.1 Medicaid Management Information System (MMIS)

a. Contractor shall enroll in the Medicaid Management Information System (MMIS), also known as “interChange (iC)") within thirty (30) days of contract execution.
b. BHASO Network Providers are also required to enroll in the MMIS, if not already enrolled. Contractor will assist BHASO Network Providers with this process.
c. Enrolled BHASO Network Providers must update their provider information in the MMIS portal to affiliate with Contractor as their managed care entity during the time that the contractor enrolls in MMIS.
d. Contractor will submit BHASO claim encounters via the MMIS system pursuant to Finance and Data Protocols.
    a. Finance and Data Protocols will be updated over the course of FY26 to reflect requirements for encounter submission in MMIS.

1.5.4.2 Medicaid Eligibility, generally. The BHASO and the BHASO Network shall verify if an Individual is Medicaid eligible within one business day of a non-emergency service. If the Individual is found to be Medicaid eligible and not yet enrolled, the BHASO shall offer to assist the Individual to enroll in Medicaid. BHASO and BHASO Provider Network shall utilize the PeakPro System to review Medicaid eligibility. If an Individual is Medicaid eligible and Medicaid covers the services, Medicaid must be billed for those services.

1.5.4.3 PeakPro System. The BHA is implementing the utilization of PeakPro for Providers of BHA services. This is a tool offered to providers to streamline Medicaid eligibility verification as well as Individual enrollment into Medicaid and the BHA services. BHASOs and BHASO Network Providers will be required to utilize PeakPro to (1) verify Medicaid eligibility, (2) assist with enrollment into the Medicaid program when requested or appropriate, and/or (3) obtain a state identifier for an individual.

Training and access for PeakPro will be provided by the BHA. Contractors and subcontractors will participate in applicable workgroups, training, and testing activities. Upon access and

training, subcontracted providers shall begin to implement PeakPro into operations. BHASOs and the BHASO Network Providers are required to reference either the Medicaid ID or the state identifier on encounter submissions.

1.5.4.4 Financial Statement. The BHASO shall provide the financial information below to BHA. BHA will post the financial information below on its website using plain language that is easy for Individuals and members of the public to understand:

a. A Federal form 990 of the BHASO
    i. If the BHASO is not a nonprofit organization, the BHASO shall provide its publicly audited financial statements within fifteen (15) days of the federal submission deadline.
b. An annual summary of all sources of revenues of the BHASO, to include but not limited to state, county, or municipality.
c. The percentage and aggregate dollar amount of expenses that go toward indirect and administrative functions.
d. The BHASO's audited financial statement including balance sheet, income statement, and statement of cash flows, to disclose the amount of money in the BHASO's reserves.
    i. If the BHASO is a for-profit organization, the BHASO shall have a major program audit conducted on SAMHSA major programs listed in the annual compliance supplement by an independent CPA firm. The program audit shall be submitted to the BHA within (30) days of receipt.
e. The BHASO may include an Annual Report to improve upon the understandability of the financial statements from the perspective of the Individual.
    i. DELIVERABLE: Financial Statement
    ii. DESTINATION: cdhs_BHAdeliverables@state.co.us
    iii. DUE DATE: within 30 days of BHASO's 990 filing, or if the BHASO is not a nonprofit organization, the BHASO shall provide its publicly audited financial statements within 15 days of the federal submission deadline.
    iv. FILE NAME: BHASO Region[X] - [BHASO] - FY[XX] - 990 [OR] Audited Financial Statement

1.5.4.5 Unit Cost Report. The BHASO will ensure that each Comprehensive Community Behavioral Health Provider submits an annual unit cost report. BHASO must ensure that CCBHPs within their network collaborate and cooperate with the HCPF identified cost report auditor, including areas of auditability and/or allowable/unallowable expense"

a. DELIVERABLE: Unit Cost Report
b. DUE DATE: November 30 annually
c. DESTINATION: cdhs_BHAdeliverables@state.co.us
d. FILE NAME: BHASO Region[X] - [BHASO] - FY[Prior year FY] - [Provider] - Unit Cost Report

1.5.4.6 Civil Forfeiture. Pursuant to C.R.S. §16-13-311 (3)(a) (VII) (B) and §16-13-701 (4), the BHASO shall submit an annual Civil Forfeiture Report detailing the amount of annual and historical forfeiture revenue received for the previous state fiscal year by judicial district; and the amount of annual and historical expenses by treatment provider and by judicial district.

a. DELIVERABLE: Civil Forfeiture Report
b. DUE: August 31 annually
c. DESTINATION: cdhs_BHAdeliverables@state.co.us
d. FILE NAME: BHASO Region [x] - [BHASO] - FY[XX] Civil Forfeiture Report

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Chapter 6
Network Development

Article 1 - Establishing a Network
Article 2 - Network Adequacy and Access to Care Standards

Article 1 - Establishing a Network

1.6.1.1 Network Procurement. The BHASO shall adhere to the following terms in selecting providers for its Network:

a. BHA deems providers of behavioral health services as subrecipients for the purposes of § 200.331, § 200.333, and 2 C.F.R. § 200.320.
b. The BHASO shall have a fair and reasonable way to evaluate its subawards. The BHASO must have a written procurement process, shared with BHA. The BHASO must be paid according to terms in payment exhibit/SOW payment terms, or payment terms otherwise agreed upon with BHA.
c. BHASO shall regularly give the community the opportunity to express interest in joining the Network.
d. BHA retains the right to have final approval of subawards.

1.6.1.2 Service Delivery

a. The BHASO shall establish, administer, and maintain adequate networks of all Behavioral Health Safety Net Services and Care Coordination in its Region.
b. The BHASO shall form a network of providers that collectively offer a full continuum of Behavioral Health Services in its Region.
c. The Behavioral Health Safety Net Services are:
    i. Emergency or crisis behavioral health services;
    ii. Withdrawal management services;
    iii. Mental health and substance use outpatient services;
    iv. Outpatient competency restoration;
    v. Behavioral health high-intensity outpatient services / Hospital alternatives;
    vi. Behavioral health residential services;
    vii. Behavioral health inpatient services;
    viii. Integrated care services;
    ix. Mental health and substance use recovery supports;
    x. Outreach, education, and engagement services;
    xi. Care management;
    xii. Screening, assessment, and diagnosis, including risk assessment, crisis planning, and monitoring to key health indicators;
    xiii. And additional services that the BHA determines are necessary in a Region or throughout the state.

d. BHASO must make each Safety Net Service reasonably available (determined by BHA) in its Region. BHASOs have flexibility to meet this requirement by providing any service that 1) meets the requirements of the "General Safety Net Service Terms" Article in each Chapter in Parts Two and Three and 2) is tailored to meet the behavioral health needs of its population and/or the communities it serves. Examples of programs that may be developed and implemented to meet each required Safety Net Service can be found in the "BHA Program" scopes of work in each service's Chapter, as funded by the budget and directed by BHA in order to meet a standard of reasonable availability determined by BHA. BHA may require participation in certain BHA Programs, funding permitting. BHA may require shifts in funding between services or Regions to address reasonable availability of Safety Net Services or other state priorities.

1.6.1.3 Considerations in Forming a Network

a. The BHASO shall take the following into consideration when establishing and maintaining the BHASO Network:
   i. The anticipated number of Priority Population Individuals in the Region.
   ii. The expected utilization of services, taking into consideration the characteristics and behavioral health care needs of specific communities represented.
   iii. The numbers and types (in terms of training, experience and specialization) of providers required to furnish the Safety Net Services.
   iv. The numbers of participating providers who are accepting new Individuals.
   v. The geographic location of providers and Individuals in the Region, considering distance, travel time, the means of transportation ordinarily used by Individuals, Individuals' access to transportation and whether the location provides physical access and accessible equipment for Individuals with disabilities.
   vi. The BHASO shall develop and implement a strategy to recruit and retain qualified, diverse and culturally responsive providers including, but not limited to, providers who represent racial and ethnic communities, the deaf and hard of hearing community, the disability community and other culturally diverse communities who may be served.
   vii. The BHASO may use mechanisms such as telemedicine to address geographic barriers to accessing clinical providers from diverse backgrounds or accessing services for Individuals with geographic/transportation barriers to treatment.

1.6.1.4 Subcontracting for a Network / Prioritization of Safety Net Providers.

a. Except where this Contract states explicitly that a service must not be subcontracted, the BHASO may enter into subcontracts or other forms of legally binding agreements with appropriately licensed and State-approved entities for the performance of services required under this contract.

i. The BHASO shall be responsible for the delivery of all services set forth in this contract

b. In accordance with C.R.S. §27-50-304, the BHASO must establish and follow a procedure to prioritize subcontracts with Comprehensive Behavioral Health Safety Net Providers approved by BHA.
c. The BHASO may contract with an Essential Behavioral Health Safety Net Provider to provide a Safety Net Service or services, including those determined necessary pursuant to C.R.S. §27-50-301(3)(a)(XV), to only one or more specific underserved populations within the Priority Populations.
d. Wherever possible, to decrease administrative burden, the BHASO is encouraged to braid multiple funding streams (and associated requirements) on one Contract to a provider, rather than maintaining separate contracts for same or similar services paid by different funding sources.

1.6.1.5 Subcontract Procedure.

a. The BHASO shall adhere to the Universal Contract Provisions (UCPs) developed by BHA pursuant to C.R.S. §27-50-203 and utilize the UCPs with its subcontracts with providers. The UCPs are projected to be released to the public by July 1, 2024.
b. The BHASO shall amend subcontracts when necessitated by amendments to this Contract within sixty (60) Calendar Days of execution of the amendment to this Contract.
c. The BHASO shall submit to cdhs_BHAdeliverables@state.co.us a copy of any subcontract or agreement, or amendments thereto, within fourteen (14) Calendar Days of its execution. Subcontract terms shall include but are not limited to:
    i. Name, address, and type of organization.
    ii. Statement of ownership, including full disclosure of BHASO employees or related parties with a financial interest in the subcontracted organization.
    iii. Description of services to be provided, Priority Populations to be served, admission requirements, Individual rights and accessibility to services, rates of reimbursement, billing procedures, timetables, remedies for late payment, and other applicable matters.
    iv. Procedures for transmittal to the BHASO of data and information on the services provided and recipients served, including a reproduction of the most recent CDHS version of the HIPAA Business Associates Addendum.
    v. Procedures the BHASO will use in monitoring the performance of the subcontractor.
    vi. Provision to hold BHA harmless in the event of any dispute between the BHASO and the subcontractor.
    vii. The BHASO shall attach all Exhibits to this Contract to all subcontracts between the BHASO and the subcontractors. Any and all subcontracts

receiving federal block grant funding must include the applicable Block Grant or Discretionary Grant Contract Exhibits, reproduced in its entirety, and must incorporate by reference the applicable terms and conditions of this Contract.

d. The BHASO shall not contract with a provider or organization that is debarred from receiving federal funding. The BHASO must have a procedure to check SAM.gov and/or HHS exclusions database annually prior to executing or renewing subcontracts.
e. The BHASO shall be responsible for the performance of any subcontractor, and failure of the subcontractor to provide services in accordance with the requirements of this contract shall be the responsibility of the BHASO. No subcontract shall operate to terminate the legal responsibility of the BHASO to assure that all activities carried out by the subcontractor conform to the provisions of this Contract.
f. BHA reserves the right to require renegotiation of, or reject, BHASO's contracts with any subcontractor. Upon request by BHA, all subcontracts for direct services entered into by the BHASO are subject to prior review and written approval by BHA.
g. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the BHASO shall transition to a new partnership no later than thirty (30) days from termination to ensure continuity of care for all participants of the program.

1.6.1.6 Changes to the BHASO Network.

a. The BHASO shall notify BHA, in writing, of BHASO's knowledge of an unexpected or anticipated material change to the BHASO Network or a network deficiency that could affect service delivery, availability or capacity within the BHASO Network. The notice shall include:
    i. Information describing how the change will affect service delivery.
    ii. Availability, or capacity of covered services.
    iii. A plan to minimize disruption to care and service delivery.
    iv. A plan to correct any network deficiency.
    v. DELIVERABLE: Network Changes and Deficiencies Notification
    vi. DUE DATE: Within five (5) days after the BHASO's knowledge of the change or deficiency.
    vii. DESTINATION: cdhs_BHAdeliverables@state.co.us
    viii. FILE NAME: [BHASO Region] - [BHASO] - Network Changes and Deficiencies Notification [Month, Year]

1.6.1.7 Continuity of Service in Transition. The BHASO shall maintain or exceed the number of residential/inpatient beds and opioid treatment programs that were available in its Region prior to July 1, 2025.

1.6.1.8 BHE Licensing. When subcontracting for treatment services with providers who are required by law and 2 CCR 502-1 Behavioral Health Rules to hold Behavioral Health Entity licenses, such subcontracts are predicated on state licensing compliance and Good Standing status. It is unlawful for any person, partnership, association, or corporation to conduct or maintain a Behavioral Health Entity, including a substance use disorder program or alcohol use disorder program, without having obtained a license from the BHA.

1.6.1.9 Credential Waivers. BHA, at its discretion, may modify or waive required staff credential requirements. Such a waiver must be given in writing. In no event may such a waiver contradict state licensing or Department of Regulatory Agencies requirements.

1.6.1.10 Develop Standardized Policies and Procedures.

a. The BHASO shall ensure that any statewide standardized policies and procedures are adopted and adhered to by the BHASO Network to deliver uniform care across Colorado.
b. The BHASO shall ensure that clinical standards of care are defined, standardized clinical protocols are developed, and best practices are used to deliver care.
c. The BHASO shall ensure compliance with all applicable Americans with Disabilities Act (ADA) regulations in all Safety Net Services.
d. The BHASO shall develop and employ protocols, policies, and procedures for responding to children, adolescents, and families in crisis, as well as Individuals with Intellectual and Developmental Disabilities and caregivers in crisis, including coordination with county child welfare and Adult Protective Services on all modalities.
e. The BHASO shall develop and employ protocols for providing or coordinating clinically appropriate transportation for Individuals between levels of care throughout the treatment episode, leveraging all payer sources, including Medicaid.
    i. See Part Two, Chapter 12 for information on the Transportation General Accounting Encumbrance.
f. All policies and procedures developed and employed by the BHASO shall be adhered to by the BHASO Network.

1.6.1.11 Additional Funds. BHA may identify additional state-administered, county-administered, or federal grant funds related to the prevention, treatment, recovery, and harm reduction for behavioral health services. The BHASO shall prioritize Safety Net Providers for expanded programming with these funds per the requirements of SOW Part 1, Chapter 6, Article 1. Nothing in this section limits the ability of BHA to award contracts or grants for the procurement of behavioral health services directly to any county, city and county, municipality, school district, health service district, or other political subdivision of the state or any county, city and county, district, or juvenile court, or to any nonprofit or for-profit organization in accordance with applicable law.

1.6.1.12 Pilot Programs. BHA or the BHASO may propose pilot programs to evaluate potential solutions or enhancements to BHASO services. Pilots must be time-bound. BHA may waive conflicting contract terms for the duration of the pilot period as needed to allow for services to proceed according to the pilot proposal terms. If a pilot program is deemed successful at the conclusion of the pilot period, the parties may negotiate an amendment to this Contract to the extent necessary to accommodate the pilot activities.

Article 2 - Network Access and Adequacy Standards

1.6.2.1 Network Access and Adequacy.

a. The BHASO shall ensure that its Network satisfies the standards required by 2 CCR 502-6 (Behavioral Health Administrative Rules). Such standards will include, but will not necessarily be limited to, network access and adequacy requirements for safety net service provision at the community and regional levels, and compliance mechanisms to address identified Network inadequacies in the BHASO service delivery area.
b. The BHASO shall ensure that its Comprehensive Behavioral Health Safety Net Providers are able to provide clinical services, including medication management, within one business day if an established/known Individual presents with an urgent need.

1.6.2.2 Assessing Regional Network Adequacy.

a. The BHASO shall regularly assess the Safety Net Services available regionally and statewide.
b. In the Assessment, the BHASO shall:
    i. Provide statistics on availability of each Safety Net Service in its Region;
    ii. Identify gaps where a Safety Net Service is not available per the network adequacy standards regulatorily established by BHA, including standards specific to children and youth, when appropriate;
        i. The BHASO shall provide specific information regarding accountability in connecting Individuals to services and the delivery of those services to individuals with the highest needs (C.R.S. §27-60-204(c)).
    iii. Analyze the current adequacy of funding and estimate the resources that would be necessary to improve service availability.
    iv. If a Safety Net Service is not available per the network adequacy standards regulatorily established by BHA, the BHASO shall provide an improvement plan, with proposed benchmarks and timelines, that can be achieved even in the absence of additional funding. Any available capacity building funding from this Contract must be prioritized to address identified gaps and deficiencies.
    v. Identify any issues reported in the BHASO Network regarding connecting Individuals to services and the delivery of those services to Individuals with the

highest needs and describe how the BHASO Network is held accountable when issues arise.

vi. The BHASOs may collaborate and submit a single Assessment, the BHASOs may submit Individually, or both.

c. DELIVERABLE: Quarterly Network Adequacy Assessment
d. DUE DATE: Quarterly, on the 15th day of each month following the reported quarter.
e. DESTINATION: cdhs_BHAdeliverables@state.co.us
f. FILE NAME: BHASO Region [X] - [BHASO] - FY[XX]Q[X] - Network Adequacy Assessment

1.6.2.3 Clinically Necessary. The BHASO Network shall employ a utilization review process to assure that only clinically necessary services are provided. For SUD services, the BHASO Network shall apply ASAM criteria to determine level of care needed. ASAM justification must be provided for placement in SUD residential services.

1.6.2.4 Interruption in Service, Closures, and Diversion.

a. For all modalities, in the event there is any interruption in service provision lasting longer than eight (8) hours the Contractor shall notify the identified BHA Program Manager by email within one (1) business day with details of the disruption, including time of onset and which services were impacted. By 5pm Mountain Time the next business day after the disruption has been resolved, a second email shall be sent to the address above indicating the interruption of service has been resolved.
    a. DELIVERABLE: Interruption in Service Report
    b. DUE DATE: As needed, within one (1) Business Day
    c. DESTINATION: BHA Program Manager
    d. FILE NAME: BHASO Region[X] - [BHASO] - FY[XX] [Month] - Interruption in Service Report
b. If a twenty-four (24) hour facility in the BHASO Network must divert Individuals for a period over four hours, BHASO or subcontractor shall contact the BHA Program
c. Diversion to services in other BHASO Regions is allowable.
d. Manager by email to alert BHA of the status and the steps taken to clear the divert status.
e. In the event that a provider service location will be closed permanently, Contractor shall notify the BHA Program Manager in writing within one business day after the BHASO is made aware of the decision to close. The BHASO shall provide a proposed transition plan and timeline within five (5) business days of the notice of closure.
f. If the BHASO or any BHASO Network provider intends to conduct a reduction in force which affects a program funded through this Contract, the BHASO shall notify the BHA program manager at least five business days prior to the layoffs. As soon as is practical after this notification, BHA and the BHASO shall renegotiate the BHASO's work plan and budget accordingly.

g. Diversions Report.
    a. The BHASO shall maintain and provide a quarterly report, using the approved BHA template, of incidents where services have gone on divert, including:
        i. the name of the facility,
        ii. the service on divert,
        iii. length of service gap,
        iv. the reason for the diversion status (e.g. inadequate staffing, emergency), and
        v. the number of known Individuals affected by the diversion.
            1. DELIVERABLE: Quarterly Diversions Report
            2. DUE DATE: fifteen (15) days after the end of the reported quarter
            3. DESTINATION: cdhs_BHAdeliverables@state.co.us
            4. FILE NAME: BHASO Region [x] - [BHASO] - FY[XX] [Quarter] Diversions Report

1.6.2.5 Critical Incidents. BHASO Network providers that are licensed or regulated by BHA shall adhere to the most current State Behavioral Health Services Critical Incident rules in Part 2.16 of 2 CCR 502-1, made a part of this Contract herein by reference.

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Chapter 7
Regional Committees and Cooperation

Article 1 - Regional Advisory Committees
Article 2 - Regional Connections and Cooperation

Article 1 - Regional Advisory Committees

1.7.1.1 Formation. The BHA shall create a regional committee structure as part of the BHASOs to promote local community input pertaining to behavioral health service needs. The Regional Advisory Committee structure aligns with the BHASO Region Map in Statement of Work, Part One, Section 1.4.1.

1.7.1.2 Purpose. The Regional Advisory Committee is created to directly inform the BHASO in the Region in order to improve services, accountability, and transparency in the Region. The BHASO shall coordinate and staff all Regional Advisory Committee meetings, which shall meet a minimum of six times a year and allow for public comment during each meeting. The BHASO shall engage with the Regional Advisory Committee, at a minimum, on the following areas:

a. Determining what services are needed to establish a full continuum of care in the Region;
b. Addressing barriers to Individuals accessing quality and timely care in the Region;
c. Developing the statewide care coordination infrastructure; and
d. Identifying needed specialty services for Priority Populations.

1.7.1.3 Public Meeting. The Regional Advisory Committee is considered a "state public body" and therefore is required to meet the provisions of C.R.S. §24-6-402 - Open Meetings Laws.

1.7.1.4 Bylaws. The Regional Advisory Committee shall operate under standard statewide bylaws established by BHA.

1.7.1.5 Membership.

a. Regional Advisory Committee members are appointed for three-year terms; except that initial terms may be for two years. The Regional Advisory Committee shall consist of nine members. BHA will coordinate formation of the inaugural Regional Advisory Committee. The BHASO shall coordinate with the identified appointing party to replace members when members resign or their terms end. Where BHA is not the appointing party, BHA must confirm the appointed member. Membership of the Regional Advisory Committees must include:
    a. One Individual with expertise in the behavioral health needs of children and youth appointed by a local or regional public health or human service agency within the Regional Advisory Committee's Region;

b. One Individual who represents a Behavioral Health Safety Net Provider that operates within the Region appointed by a local or regional public health or human service agency within the Regional Advisory Committee's Region;
c. A county commissioner of a county situated within the Region appointed by the BHA;
d. One Individual with a connection to a kindergarten through twelfth grade school district within the Regional Advisory Committee's Region appointed by a local or regional public health or human service agency within the Regional Advisory Committee's Region;
e. One Individual with the criminal justice system within the Regional Advisory Committee's Region appointed by a local or regional public health or human service agency within the Regional Advisory Committee's Region;
f. One Individual with lived experience or a community member who is not also a behavioral health provider appointed by a local or regional public health or human service agency within the Regional Advisory Committee's Region;
g. One Individual with lived experience appointed by the BHA; and
h. Two Individuals with lived experience not associated with a behavioral health treatment provider appointed by the BHASO.

b. Unless committee membership is established pursuant to state or federal law, the Regional Advisory Committee membership shall maintain a majority of members who represent Individuals with lived behavioral health experience or families of Individuals with lived behavioral health experience.
c. Regional Advisory Committee members shall not be employees of or individuals with a financial interest in the BHASO organization.

1.7.1.6 BHA Attendance and Support. BHA will send one or more representatives to each Regional Advisory Council meeting in an observation role.

1.7.1.7 Workgroups. The Regional Advisory Committee has the authority to create Regional Advisory Committee workgroups focused on topics of need as determined by the Regional Advisory Committee workgroups in collaboration with the BHASOs. These workgroups may involve members from multiple Regions' Regional Advisory Committee.

1.7.1.8 Interaction with BHAAC. The Behavioral Health Administration Advisory Council (BHAAC) shall establish a process to receive direct feedback from the Regional Advisory Committee throughout the year to consider including in BHAAC's annual report required pursuant to C.R.S. §27-50-701(2)(d).

1.7.1.9 Interaction with HCPF / RAE Advisory Councils. The BHASO and BHA shall work with HCPF to determine appropriate mutual engagement in BHASO and RAE regional and statewide advisory councils.

Article 2 - Regional Connections and Cooperation

1.7.2.1 Inter-BHASO Collaboration

a. BHASOs are expected to coordinate and collaborate with BHASOs in other Regions for the purposes of coordinating care, sharing best practices and strategies to improve the quality of care delivered, and aligning policies and procedures to improve continuity of provider and Individual experience within the BHASO system.

1.7.2.2 Stakeholder Input Process and Report

a. The BHASO shall develop a process to solicit and respond to input from stakeholders about behavioral health services. The BHASO shall, at a minimum, engage the following stakeholders within the service area:
    i. Individuals receiving behavioral health services and their families;
    ii. Behavioral Health Safety Net Providers;
    iii. Counties;
    iv. Law enforcement;
    v. Judicial districts;
    vi. Colorado Hospital Association and hospitals in BHASO's Region;
    vii. Physical health providers;
    viii. State Agencies:
        1. Colorado Department of Human Services (CDHS)
        2. CDHS Office of Civic and Forensic Mental Health
        3. CDHS Division of Child Welfare
        4. Department of Health Care Policy and Financing
        5. Colorado Department of Public Health and Environment
        6. Colorado Department of Regulatory Agencies (DORA)
        7. DORA, Division of Insurance
        8. BHA will hold introductory meetings with the BHASOs and the appropriate contacts at the state agencies within the first sixty (60) days following Contract execution;
    ix. Programs serving unhoused Individuals;
    x. Existing System of Care providers; and
    xi. Other community resources.
b. The BHASO may also engage stakeholders in neighboring service areas, as appropriate.
c. The BHASO shall publicly post an annual report that includes:
    i. A report on the stakeholder input received in the prior year, anonymized and aggregated to protect Individual privacy;

ii. Descriptions of how the BHASO has responded to, or plans to respond to, stakeholder input from the prior year, including descriptions of policy or practice changes or explanations of why no changes were made; and
iii. The plan for stakeholder engagement for the upcoming year.
    1. DELIVERABLE: Stakeholder Engagement Plan
    2. DUE DATE: September 30th annually
    3. DESTINATION: BHASO website and linked on BHA website

d. The BHASO shall work collaboratively with its subcontractors to develop a community engagement strategy to inform partners and Individuals about availability of services in its Region, including how to access services, what to expect in service delivery, and how to submit grievances.
e. The BHASO shall contact and establish communication with all Colorado county jails in its Region holding BHA Jail Based Behavioral Health Services contracts for the purposes of facilitating referrals and Care Coordination.

1.7.2.3 <u>BHASOs and RAEs.</u>

a. The BHASO shall enter into formal agreements with RAEs to establish coordination and cooperation between BHASOs and RAEs, which must include:
    i. Policies and procedures to ensure continuity of care for all Individuals transitioning into or out of Medicaid enrollment, guaranteeing that an Individual's services are not disrupted or delayed
    ii. Definition of roles in Care Coordination to reduce duplication
    iii. Methods to leverage resources within Medicaid and BHA to optimize funding for needed services
    iv. Participation on/attendance at each other's advisory committees, as appropriate
    v. Procedures to monitor equity and outcomes within the region and share data with one another
    vi. Procedures to share quality and information relevant to monitoring the provider network
    vii. Methods to Support provider quality improvement through shared or coordinated training and technical assistance
    viii. Procedures to discuss provider concerns or performance issues as a part of discussion with HCPF and BHA
    ix. Methods to determine wraparound service eligibility
    x. Coordinated intake processes
    xi. Execution of data sharing agreements such as Business Associate Agreements

1.7.2.4 <u>County Agreements.</u>

a. To facilitate positive outcomes for Individuals and families involved with the local department of human/social services (County Department), the BHASO shall develop a

written agreement in collaboration with each of the County departments in their service area. The agreement will contain the following provisions:

i. Identification of the population(s) to be served and method of referral;
ii. Scope of services to be delivered;
iii. Mechanism for information sharing to include:
    1. Treatment, engagement, and progress methods for referred Individuals and time frames for communicating with the County;
    2. Reasons for denial of service or service level; and
    3. Methods and time frames for communicating to the provider eligibility for funding, reason for referral and ongoing case progress
    4. Dispute resolution process; and
    5. Contact person for the Contractor and for the County Department.
iv. DELIVERABLE: County Department agreement
v. DUE DATE: September 30th annually
vi. DESTINATION:cdhs_BHAdeliverables@state.co.us
vii. FILE NAME: zip file containing all agreements, titled BHASO Region [X] - FY[XX] - County Agreements. Each agreement therein shall be titled BHASO Region [X] - FY[XX] - [County name] County Agreement

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Chapter 8
Quality Assurance and Improvement

Article 1 - Quality Assurance

1.8.1.1 Quality Assurance Work Plan. The BHASO shall adhere to the goals and processes set in its Quality Assurance Work Plan, assigned in Part One, Chapter 11, Section 1.11.1.7. BHA may require updates to the QA Work Plan, no more than once annually.

1.8.1.2 Enhanced Payments. Subject to performance and available funds, BHASOs shall provide Behavioral Health Safety Net Providers with opportunities for quality incentives, value-based payment, or other enhanced payments or preferred contract statuses.

1.8.1.3 BHASO Network Monitoring Visits. The BHASO shall monitor its subcontractors' performance to ensure compliance with every element of this exhibit and the statements of work in this exhibit. The BHASO shall create a risk evaluation and monitoring plan for each subcontractor. The plan will establish a monitoring frequency and methodology (e.g. on-site or remote). BHA may request to review the plan and may require edits to the plan.
BHASO shall conduct a minimum of one virtual or onsite visit to each subcontractor every two years to review its compliance with BHA-BHASO Contract terms. The BHASO shall submit documentation of having monitored subcontractors' compliance with all contract terms, as well as the results of each monitoring visit. The BHASO shall not monitor for compliance with BHA Rule. BHA may require an onsite monitoring visit if indicated by the circumstances.

a. DELIVERABLE: On-Site Monitoring Results
b. DUE DATE: Within 30 days of the site visit, no later than May 31 annually
c. DESTINATION: cdhs_BHAdeliverables@state.co.us
d. FILE NAME: BHASO Region [X] - FY[XX] - [Subrecipient Name] On-Site Monitoring Results

1.8.1.4 Active Contract Management and Corrective Action

a. If the BHASO becomes aware through a financial audit, on-site monitoring visit, or any other means that a BHASO Network provider is not meeting the terms of the Contract, the BHASO shall engage with the BHASO Network Provider to address the issue via active contract management. If active contract management has failed to correct performance, BHASO shall place the BHASO Network provider on a Corrective Action Plan to remediate contract non-compliance. Corrective Action is a significant adverse action against the contract, as it is the precursor to consequences such as payment delay/withholding and even contract termination. Corrective Action is only appropriate after all traditional methods of active contract management have failed to correct contractor performance.
b. The BHASO shall provide a copy of any Corrective Action Plan to BHA.

a. DELIVERABLE: Corrective Action Plan
b. DUE DATE: As needed, within five (5) Business Days of creation of the Corrective Action Plan.
c. DESTINATION: BHA Program Manager for the program affected by the performance issue identified.
d. FILE NAME: BHASO Region [X] - FY[XX] - [Subrecipient Name] Corrective Action Plan

1.8.1.5 Grievance Process.

a. The BHASO shall inform and transfer to BHA any grievances or complaints it receives from the public or from providers.
b. BHA will inform the BHASO of any founded critical incident reports that BHA receives for any of its BHASO Network providers.

1.8.1.6 Federal Block Grant Deliverables.

a. Block Grant Monitoring Checklist. As a requirement of the federal block grant awards, the BHASO shall complete a Block Grant monitoring checklist for any BHASO Network provider receiving Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS) or Mental Health Block Grant (MHBG) funds. Desired outcomes of this tool include:
    1. Block grant-funded providers will increase their awareness of and compliance with block grant requirements.
    2. BHA will have improved systems for stipulating, enforcing, and accounting for provider compliance with block grant requirements.
        i. DELIVERABLE: Block Grant Monitoring Checklist
        ii. DUE DATE: June 1 annually
        iii. DESTINATION: cdhs_BHAdeliverables@state.co.us
        iv. FILE NAME: BHASO Region [X] - FY[XX] - [Subrecipient Name] [MHBG/SUPTRS] Monitoring Checklist
b. Block Grant Financial Reporting. As a requirement of the federal block grant awards, BHASO shall report actual expenditures, categorized by assistance listing as well as block grant expenditure categories. BHA and BHASO will collaborate on a mutually agreeable template for this report.
    1. DELIVERABLE: Block Grant Annual Expenditure Report
    2. DUE DATE: Oct 1 annually
    3. DESTINATION: cdhs_BHAdeliverables@state.co.us
    4. FILE NAME: BHASO Region [X] - FY[XX] - [Subrecipient Name] [MHBG/SUPTRS] Block Grant Annual Expenditure Report
c. Charitable Choice Report. Summarize all network providers that operate a faith-based program or any program that has faith-based elements. Include the number of Individuals

attending such programs. Further details regarding charitable choice may be found in Exhibit F, Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS) Contract Supplement.

1. DELIVERABLE: Charitable Choice Report
2. DUE DATE: June 1 annually
3. DESTINATION: cdhs_BHAdeliverables@state.co.us
4. FILE NAME: BHASO Region [X] - FY[XX] - Charitable Choice Report

d. Outreach Plan for SUBG Priority Populations.

1. The BHASO shall conduct outreach activities and campaigns to encourage awareness of and engagement in services by the SAMHSA SUBG priority populations listed below:
    i. Women who are pregnant and using drugs by injection;
    ii. Women who are pregnant;
    iii. Persons who use drugs by injection;
    iv. Women with dependent children;
    v. Persons who are involuntarily committed to treatment (see section III.B. of this exhibit)
2. Qualifying engagement campaigns include, but are not limited to, the Tough as a Mother campaign for pregnant and parenting individuals impacted by substance use disorder.
3. Other campaigns and special projects can be approved in writing by the BHA Program Manager.
4. The BHASO shall submit an outreach to Priority Populations work plan describing activities that will take place in the upcoming Contract year.
    i. DELIVERABLE: Outreach to Priority Populations work plan.
    ii. DUE DATE: June 1 annually
    iii. DESTINATION: cdhs_BHAdeliverables@state.co.us
    iv. FILE NAME: BHASO Region [X] - FY[XX] - Priority Pops Outreach Plan

1.8.1.7 Independent Peer Review.

a. The BHASO shall participate in an independent peer review process designed to assess the quality, appropriateness, and efficacy of treatment services provided in each Region.
b. The purpose of independent peer review is to review the quality and appropriateness of treatment services. The review will focus on treatment programs and the Safety Net System rather than on the Individual practitioners. The intent of the independent peer review process is to continuously improve the treatment services to Individuals with Substance Use Disorder within the Safety Net System.

c. Definitions:
    a. "Quality," for purposes of this section, is the provision of treatment services, which, within the constraints of technology, resources, and Individual circumstances, will meet accepted standards and practices that improve Individual health and safety status in the context of recovery.
    b. "Appropriateness," for purposes of this section, means the provision of treatment services consistent with the Individual's identified clinical needs and level of functioning.
d. The independent peer reviewers shall be Individuals with expertise in the field of Individuals with substance use disorders treatment. Because treatment services may be provided by multiple disciplines, the BHASO will make every effort to ensure that Individual peer reviewers are representative of the various disciplines utilized by the program under review. Individual peer reviewers must also be knowledgeable about the modality being reviewed and its underlying theoretical approach to addictions treatment and must be sensitive to the cultural and environmental issues that may influence the quality of the services provided.
e. As part of the independent peer review, the reviewers shall review an unbiased representative sample of Individual records to determine quality and appropriateness of treatment services, while adhering to all Federal and State confidentiality requirements, including 42 CFR Part 2. The reviewers shall examine the following:
    i. Admission criteria/intake process;
    ii. Assessments;
    iii. Treatment planning, including appropriate referral, e.g., prenatal care and tuberculosis and HIV services;
    iv. Documentation of implementation of treatment services;
    v. Discharge and continuing care planning; and
    vi. Indications of treatment outcomes.
f. The BHASO shall ensure that the independent peer review will not involve practitioners/providers reviewing their own programs or programs in which they have administrative oversight and that there is a separation of peer review personnel from funding decision makers.
g. Each BHASO will review one other BHASO's providers for each block grant during the contract period. BHA will determine which providers are eligible for review during the contract period. BHA will communicate peer review assignments to BHASO by September 30 annually.
    a. In the event that one annual review per BHASO for each block grant does not equate to five (5)% of service providers in the BHASO Network, BHA will assign additional reviews.
h. BHA will provide the BHASO with the Peer Review template to be used as part of this process.

a. DELIVERABLE: Peer review report
b. DUE DATE: May 31 annually
c. DESTINATION: cdhs_BHAdeliverables@state.co.us
d. FILE NAME: BHASO Region [x] - [BHASO] - FY[XX] Peer Review of [Reviewee]

Article 2 - Quality Improvement

1.8.2.1 Accountability Core Values

a. A key purpose of the BHASO system is to elevate quality of and access to behavioral health services. BHA expects the BHASOs to make gradual improvements in these areas. The critical areas that BHA seeks to address in the behavioral health system include:
    i. Access: Access to a continuum of behavioral health services that anticipates all levels of need regardless of ability to pay, age, disability, linguistics, geographic location, or racial or gender identity.
    ii. Affordability: Financially accessible care for all, made possible by administrative efficiencies across the system and payment models that incentivize and drive improved outcomes. BHASOs will ensure that all other payors are accurately and maximally utilized, and that state dollars are only accessed after other funding sources are appropriately utilized.
    iii. Workforce and support: A sufficient, supported, culturally responsive and diverse behavioral health workforce that delivers high-quality healthcare access to all people in Colorado.
    iv. Accountability: Collaboration across stakeholders to ensure that people in Colorado are receiving the quality care that they need.
    v. Lived experience and local guidance: Engaged community stakeholders who provide guidance on how best to meet local behavioral health needs.
    vi. Whole person care: Physical and behavioral health care that is integrated, with the social determinants of health adequately addressed.
b. The first year of the BHASO system will be largely focused on measuring the current state of these focus areas. The BHASO shall participate in data collection in MMIS and other systems to measure and monitor these and other performance indicators. Performance targets with accountability consequences will be set for these and other performance indicators over the course of the five years of the initial BHASO system.

1.8.2.2 Performance Hub

a. Performance Hub - Established. BHA will establish a performance monitoring system, referred to as the Performance Hub, to track capacity and performance of all behavioral health providers, including those that contract with BHASOs, and inform needed changes to the public and private behavioral health system in the state. C.R.S. § 27-50-201.

b. Minimum Performance Standards. BHA will set minimum performance standards for treatment of children, youth, and adults that address key metrics for behavioral health providers and BHASOs, including but not limited to:
    i. Accessibility of care, including:
        1. Availability of services;
        2. Timeliness of service delivery; and
        3. Capacity tracking consistent with C.R.S. §27-60-104.5; and
    ii. Quality of care, including appropriate triage and access based on client need and for priority populations.
c. Collaboration on Minimum Performance Standards.
    i. In setting minimum performance standards, the BHA shall collaborate with state agencies to consider:
        1. Evidence-based and promising practices;
        2. Themes identified through Grievances;
        3. Input from the Behavioral Health Administration Advisory Council (BHAAC);
        4. Alignment with existing state and federal requirements;
        5. Alignment with the BHA's comprehensive state plan developed pursuant to C.R.S. §27-50-105(2); and
        6. Reducing the administrative burden of data collection and reporting for behavioral health providers.
    ii. BHA will incorporate the Children and Youth Working Group Framework developed pursuant to C.R.S. §27-50-201(3.5) in setting minimum performance standards for children and youth.
    iii. BHA will collaborate with the Department of Health Care Policy and Financing (HCPF) to align performance metrics and standards for providers, managed care entities, and BHASOs.
d. High Quality, Limited Impact Metrics. BHA will collaborate with HCPF to establish data collection and reporting requirements that align with the performance standards established in this section and that are of a high value in promoting systemic improvements. In establishing data collection and reporting requirements, BHA must consider the impact on behavioral health providers and clients and state information technology systems.
e. Health Information Exchanges. Where applicable, BHA and the BHASOs will coordinate with the Health Information Exchanges (HIEs) to prioritize leveraging the HIE infrastructure to meet the requirements of this section and to promote the interoperable exchange of data to improve the quality of patient care.
f. Public-Facing Platforms. BHA will analyze the data collected from the BHASOs and the BHASO Network pursuant to this section and create public-facing system accountability

platforms (e.g. dashboards) to report on performance standards for BHASOs and the BHASO Network.

g. Compliance with Privacy Law. BHA will provide documentation to the BHASOs identifying how the BHA's activities conducted pursuant to this section comply with state and federal privacy laws and standards.
h. Implementation. The Performance Hub described in this Article will be operational in State Fiscal Year 2025. BHA will collaborate with the selected BHASO vendors to develop terms and procedures to be operational in the BHASO's State Fiscal Year 2025-26 Contract.
i. Adequacy Standards. In addition to evaluating the performance of BHASOs and the BHASO Network, the Performance Hub will support establishment of statewide, regional, and local behavioral health network adequacy standards, including standards specific to children and youth, when appropriate.
j. Performance Measurement.
    i. The BHASO shall participate in the measurement and reporting of performance measures required by BHA, with the expectation that this information will be placed in the public domain.
    ii. The BHASO shall consult with BHA to develop measurement criteria, reporting frequency and other performance measurement components.
    iii. The BHASO shall collect at the request of BHA information from Network Providers necessary to supplement the calculation Performance Hub measure sets and other measure sets including but not limited to the Access to Care and RE-AIM measures below.
    iv. The BHASO shall provide data, as requested, to enable BHA or its designee to calculate the performance measures, unless the data is already in BHA's possession.
    v. The BHASO shall support BHASO Network providers and care coordinators to collect and report information required to calculate the performance measures.
    vi. The BHASO shall track their performance on identified measures monthly through the Performance Hub and other data resources as appropriate.
    vii. The BHASO shall have the opportunity to provide comments regarding any and all of BHA's documented calculation methodologies for performance measure criteria three months prior to the start of the performance period .
    viii. The BHASO shall track and report on additional performance measures when they are developed and required by SAMHSA, the State or BHA.

1.8.2.3 Access to Care Methodology.

a. Creating Colorado's Access to Care methodology will involve integrating national access to care frameworks with stakeholder feedback and subject matter expertise provided by the BHA.

b. The Access to Care Methodology will identify opportunities for improvement by assessing gaps in access for Coloradans of varying severity of need, ability to pay, age, intellectual and developmental disability, justice-involved, linguistics, geographic location, or racial or gender identity, and sexual orientation.
c. Data reporting requirements include provider network types and demographics, service type usage demographic breakdown, and follow-up times from various types of services.
d. The BHASO shall participate in design and planning activities to implement the Access to Care methodology for the Safety Net System and to publicly report on baseline access metrics in the Performance Hub by June 30, 2026.

1.8.2.4 RE-AIM

a. Behavioral Health Administration utilizes the RE-AIM framework to assess for structural, process, and outcomes measurements. The goal of the framework is to outline essential program elements including external validity that can improve the sustainable adoption and implementation of effective, generalizable, evidence-based interventions.
b. RE-AIM involves measuring for:
    i. program **reach** of the target population;
    ii. the **effectiveness** or efficacy of the program, or service intervention
    iii. program **adoption** by target staff, settings, systems and communities
    iv. program **implementation** consistency, costs and adaptions made during delivery; and
    v. **maintenance**/sustainment of the program/intervention effects in individuals and settings over time.
c. To enhance our RE-AIM implementation, BHA will outline a logic model for BHASOs as well as an evaluation plan. A logic model provides a clear and concise delineation of the 1) resources; 2) activities; 3) outputs (or data); and 4) outcomes of a public health program. The evaluation plan outlines what data is going to be collected and how that data will be analyzed to determine outcomes.
d. The timeline for BHA's creation of logic models and evaluation plans is dependent on achievement of key milestones in development of the Performance Management System and Access to Care Methodology.

1.8.2.5 Commitment to Quality Program.

a. The BHASO shall strive to achieve all the standards agreed to in section 1.8.2.5.b below. The BHASO shall achieve these standards by investing in adequate administrative staff, functions, processes, and technology.
   The BHASO shall commit to excellence in achieving these standards by contributing funding to a holding account in the amounts detailed in section 1.8.2.5.c below when the BHASO does not achieve an established standard. BHA does not intend to begin this

requirement until State Fiscal Year 2026-27. BHA will provide six months notice prior to beginning this requirement.

i. The BHASO and BHA will agree on how the funding that is contributed to the holding account shall be distributed no later than six months following the BHA's acceptance of the BHASO's state fiscal year quarter four Quarterly Expenditure Reconciliation Report.
ii. Funds shall only be used for intents enumerated in this Contract, such as but not limited to, improving access to care, improving behavioral health of Individuals in its Region, or efforts to achieve Contract standards or other stated goals. Funds shall not be used to enhance BHASO Network provider reimbursement beyond 100% of their contractual terms for timely payment.
iii. The BHASO financial contributions made for missing the Commitment to Quality Program standards shall be made from the BHASO's profit margin, as defined by the difference between total revenue earned through this Contract and total expense for annual performance periods as reported through the quarterly financial review process and in alignment with the BHASO's annual financial forecasted expense allocations.
iv. The BHASO shall bear the responsibility of proving that reimbursements are deducted from the BHASO's profit margin during the quarterly performance review meetings with BHA. See Section 1.9.5 below.
v. The BHASO shall not pass on the cost of these contributions to the Commitment to Quality Program to BHASO Network providers or other subcontractors that support the Contract. The BHASO shall not absorb the cost of this reimbursement by reducing staff or resources dedicated to this Contract.

b. Metrics subject to the Commitment to Quality Program:
    i. The BHA and Contractor shall collaborate to establish minimum thresholds related to the outcomes generated by the utilization of the Administrative Fee
        i. Timeliness for BHASO Provider Network payments
        ii. Timeliness and accuracy of financial expenditure reconciliation
        iii. Timeliness and accuracy of data reporting requirements
        iv. Other measures as established by BHA with six-month's notice minimum
c. Funding the Commitment to Quality Program
    i. The BHASO shall contribute the following amount of funding to the Commitment to Quality Program holding account following a determination by BHA of the number and percent of the Performance Standards the BHASO achieved during the previous State Fiscal Year:
        i. 0% of the BHASO's profit margin if it meets 90% or more of the Performance Standards.
        ii. 5% of the BHASO's profit margin if it meets 85-89% of the Performance Standards.

iii. 10% of the BHASO's profit margin if it meets 80-84% of the Performance Standards.
iv. 15% of the BHASO's profit margin if it meets less than 80% of the Performance Standards.

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Chapter 9
BHA and BHASO communication and Standard Operating Procedures (SOP)

1.9.1 Contract Contact Procedure. The BHASO shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Director of Contracts and Procurement.

1.9.2 BHA Monitoring.

a. BHA has the right and obligation to monitor and audit the BHASO's and the BHASO Network's performance and resolve Individual grievances.
    i. 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.
    ii. The BHASO shall comply with all audit or review protocol and actions plans set forth throughout the audit or review process.
b. BHA shall send copies of all audits or reports regarding providers that are in the BHASO Network to the BHASO within thirty (30) days of completion of the visit.
c. The BHASO shall respond with a plan to correct deficiencies within the time frames specified during the site review process and perform in accordance with said plan until all deficiencies are corrected.
d. Non-performance with said action plans may lead to performance and compliance remedies within this Contract.
e. MEETING: The BHASO Network shall participate in operational meetings facilitated by BHA, as needed. Non-emergency required meetings will be scheduled a minimum of five (5) Business Days in advance, unless waived by the BHASO.
f. MEETING: The BHASO and key subcontractors, including but not limited to the 988/Crisis Line contractor, shall meet at least monthly to discuss clinical best practices, challenges, and status updates.

1.9.3 BHA Technical Assistance. The BHA will provide statewide technical assistance specific to strengthening and expanding the Behavioral Health Safety Net System and increasing provider participation within the publicly funded Behavioral Health Safety Net Provider network. The BHASO may submit requests for technical assistance to the BHA Safety Net Team or BHA Statewide Programs team on behalf of its BHASO Network providers or to the relevant BHA Program Manager for itself.

1.9.4 Quarterly Performance Review Meetings

a. The BHASO and BHA shall schedule quarterly performance review meetings to discuss spending and progress toward goals set in Chapter 8, Article 2, including the Performance Hub. The BHASO shall draft a written update including performance

metrics' progress to goal and record of spending against the contract to date including year end projections.

i. MEETING: Quarterly Performance Review
ii. TIMING: following the end of each quarter, scheduled by BHA
iii. DELIVERABLE: Quarterly Performance Review Update
iv. DUE DATE: Three (3) Business Days before the scheduled Quarterly Performance Review.

1.9.5 Audit Results Sharing

a. The BHASO grants permission for BHA to share the results and findings of BHA performance data, audits, and site visits of the BHASO with other BHASOs.
b. BHA will provide no less than three (3) Business Days' notice to the audited BHASO before it shares results.

1.9.6 Deliverables Standards

a. The BHASO shall submit each Deliverable to cdhs_BHAdeliverables@state.co.us for review and approval, unless another destination is specified.
b. The BHASO shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality. The BHASO shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. The BHASO shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the BHASO.
c. BHA will review the Deliverable and may direct the BHASO to make changes to the Deliverable. The BHASO shall make all changes within ten (10) Business Days following BHA's direction to make the change unless BHA provides a longer period in writing.
d. All modifications shall include version control and tracked changes.
e. Changes BHA may direct include, but are not limited to, modifying portions of the Deliverable, requiring new content of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information or components that were left out of the Deliverable.
f. BHA may also direct the BHASO to provide clarification or provide a walkthrough of any Deliverable to assist BHA in its review. The BHASO shall provide the clarification or walkthrough as directed by BHA.
g. Once BHA has received an acceptable version of the Deliverable, including all changes directed by BHA, BHA will notify the BHASO of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to BHA's notice to the BHASO of its acceptance of that Deliverable.

h. If any due date for a Deliverable falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by BHA.
i. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
j. No Deliverable, report, data, procedure or system created by the BHASO for BHA that is necessary to fulfilling the BHASO's responsibilities under the Contract, as determined by BHA, shall be considered proprietary.
k. If any Deliverable contains ongoing responsibilities or requirements for the BHASO, such as Deliverables that are plans, policies or procedures, then the BHASO shall comply with all requirements of the most recently approved version of that Deliverable. The BHASO shall not implement any version of any such Deliverable prior to receipt of BHA's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by BHA, all requirements, milestones and other Deliverables contained within that Deliverable shall be considered to be requirements, milestones and Deliverables of this Contract.
l. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.

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Chapter 10
Start-Up Period and Close-Out Period

Article 1 - Start-Up Period

1.10.1.1 The BHASO shall have a Start-Up Period, which shall begin on the Effective Date (anticipated to be January 1, 2025) and shall end on July 1, 2025, the Operational Start Date of the Contract.

1.10.1.2 The BHASO will be compensated for actual costs incurred for the Start-Up Period on a cost-reimbursement basis, in an amount not to exceed the budget provided in the Contract for the Start-Up Period.

1.10.1.3 The BHASO shall complete all requirements of the Start-Up Period, including the completion of the Start-Up Plan, prior to July 1, 2025.

1.10.1.4 Start-Up Plan.

a. During the Start-Up Period, the BHASO shall create a Start-Up Plan that contains, at a minimum, all of the following:
    a. A description of all activities, timelines and milestones necessary to fully transition the services of the BHASO program described in the Contract from the prior MSO, ASO, and CMHC contractors to the BHASO.
    b. A description of all activities, timelines, milestones and deliverables necessary for the BHASO to be fully able to perform all work by the Operational Start Date.
    c. Activities to fully transition the services described in the Contract from the prior MSO, ASO, and CMHC contractors.
    d. A listing of all personnel involved in the Start-Up and what aspect of the Start-Up they are responsible for.
    e. Infrastructure for data collection and exchanges, invoicing and reimbursement.
    f. Test system compatibility.
    g. Adherence to data security protocols.
    h. Completion of the following deliverables with established deadlines prior to Operational Start Date:
        i. Draft Funding Allocation Matrix meeting the requirements of Part One, Chapter 5, Section 1.5.2.3 Funding Allocation Matrix to BHA for review and approval prior to execution of subcontracts.
        ii. Established BHASO Network and associated agreements.

iii. Individual and provider materials and education.
iv. Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for the BHASO to complete its obligations under the Contract.
v. Communication and Coordination Plan with the Region's RAE
vi. The risks associated with the Start-Up and a plan to mitigate those risks.

b. The top priority consideration in all elements of the Start-Up Plan must be the continuity of services and avoiding discharges from care as a result of the transition to BHASOs.
c. The BHASO shall deliver the Start-Up Plan to BHA for review and approval.
    a. DELIVERABLE: Start-Up Plan
    b. DUE: Within five (5) Business Days after the Effective Date
    c. DESTINATION: cdhs_BHAdeliverables@state.co.us
    d. FILE NAME: BHASO Region[X] - [BHASO] - FY25 - Start-Up Plan
d. The BHASO shall update the Start-Up Plan based on BHA's request and resubmit the Start-Up Plan for review and approval.
    a. DELIVERABLE: Start-Up Plan Update
    b. DUE: Within five (5) Business Days from the BHA's request for an update
e. The BHASO shall begin to implement the Start-Up Plan upon the BHA's approval of the Start-Up Plan.
f. The BHASO shall provide written Start-Up Plan progress reports biweekly to the BHA describing the activities that have occurred, tasks that have been completed, and challenges that have arisen with which the BHA might assist. BHA may request a meeting with BHASO's key personnel to discuss the Report.
    a. DELIVERABLE: Start-Up Plan Progress Reports
    b. DUE: bi-weekly (every other week) on Thursdays by 5:00pm MST.
    c. DESTINATION: cdhs_BHAdeliverables@state.co.us
    d. FILE NAME: BHASO Region[X] - [BHASO] - FY25 - Start-Up Plan Progress Report #[X]
g. The BHASO shall not engage in any work under the Contract, other than the work described above in the Start-Up Period, prior to the Operational Start Date.
h. The BHASO shall participate in an operational readiness review no later than June 1, 2025. The readiness review consists of a desk audit and Site Review covering the following:
    i. Administrative staffing and resources
    ii. Delegation and oversight of BHASO responsibilities
    iii. Financial management system capable of identifying and reporting by funding source
    iv. Disbursement procedure
    v. Subrecipient monitoring procedures
    vi. Provider communications policies

vii. Grievances and Appeals processes
viii. Individual communication, services, and outreach plans
ix. BHASO Network management processes
x. Program fidelity / compliance review processes
xi. Case management/Care Coordination/service planning processes
xii. Quality improvement processes
xiii. Utilization review processes
xiv. Financial reporting and monitoring processes
xv. Proof of financial solvency
xvi. Encounter Data and Peak/PeakPro management processes
xvii. Staff hiring and training procedures

i. The BHASO shall submit to the BHA the BHASO's proof of insurance meeting the requirements indicated in the State Contract, Section 10.
    a. DELIVERABLE: BHASO's Proof of Insurance
    b. DUE: Upon the Effective Date
    c. DESTINATION: cdhs_BHAdeliverables@state.co.us
    d. FILE NAME: BHASO Region[X] - [BHASO] - FY25 - Proof of Insurance
j. The BHASO shall ensure that all requirements of the Start-Up Period are complete by the deadlines contained in the BHA-approved Start-Up Plan and that the BHASO is ready to perform all work by the Operational Start Date.

1.10.1.5 Quality Assurance Work Plan. During the Start-Up Period, the BHASO shall submit a Quality Assurance (QA) Work Plan for monitoring the BHASO Network throughout the Region, including: assessment of service quality; accessibility of services; mechanisms for utilization review; reviews of service appropriateness; provision of clinical supervision; appropriateness of peer support utilization, and cultural responsiveness. The QA Work Plan shall include a process for addressing issues of non-compliance and reporting to the State. The QA Work Plan will apply to monitoring of all subcontract providers regardless of funding.

a. DELIVERABLE: QA Work Plan
b. DUE DATE: March 31, 2025
c. DESTINATION: cdhs_BHAdeliverables@state.co.us
d. FILE NAME: BHASO Region[X] - [BHASO] - FY[XX] - QA Work Plan

Article 2 - Close-Out Period

1.10.2.1 The Closeout Period shall begin on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by BHA of non-renewal. The Closeout Period shall end on the day that BHA has accepted the final deliverable for the Closeout Period, as determined in the BHA-approved and updated Closeout Plan and has determined that the closeout is complete.

1.10.2.2 This Closeout Period may extend past the termination of the Contract. BHA will perform a closeout review to ensure the BHASO has completed all requirements of the Closeout Period. If the BHASO has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract. BHA will not reimburse expenses incurred past the termination date of the Contract.

1.10.2.3 During the Closeout Period, the BHASO shall complete all of the following:

a. Implement the most recent Closeout Plan or Closeout Plan Update that has been approved by BHA, and complete all steps, deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by BHA.
b. Provide to BHA, or any other contractor at BHA's direction, all reports, data, systems, deliverables and other information reasonably necessary for a transition as determined by BHA or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by BHA.
c. Ensure that all responsibilities under the Contract have been transferred to BHA, or to another contractor at BHA's direction, without significant interruption.
d. Notify any Subcontractors of the termination of the Contract, as directed by BHA.
e. Publicize that the BHASO will no longer be the Region's BHASO as directed by BHA. The BHASO shall create these announcements and deliver them to BHA for approval. Once BHA has approved the announcements, the BHASO shall publicize the announcement, but in no event shall the BHASO deliver any such announcements prior to approval of that announcement by BHA.
    i. DELIVERABLE: Public Notifications
    ii. DUE DATE: Sixty (60) days prior to termination of the Contract
f. Notify all BHASO Network providers that the BHASO will no longer be the Region's BHASO as directed by BHA. The BHASO shall create these notifications and deliver them to BHA for approval. Once BHA has approved the notifications, the BHASO shall deliver these notifications to all providers, but in no event shall the BHASO deliver any such notification prior to approval of that notification by BHA.
    i. DELIVERABLE: Provider Notifications
    ii. DUE: Sixty (60) days prior to termination of the Contract
    iii. DESTINATION: BHASO Network providers
g. Continue meeting each requirement of the Contract as described in the BHA-approved and updated Closeout Plan, or until BHA determines that specific requirement is being performed by BHA or another contractor, whichever is sooner. BHA will determine when any specific requirement is being performed by BHA or another contractor, and will notify the BHASO of this determination for that requirement.

1.10.2.4 Closeout Plan

a. The BHASO shall create a Closeout Plan that describes all requirements, steps, timelines, milestones and Deliverables necessary to fully transition the services described in the Contract from the Contractor to BHA or to another contractor selected by BHA to be the BHASO contractor after the termination of the Contract. The Closeout Plan shall also designate an Individual to act as a closeout coordinator, who will ensure that all requirements, steps, timelines, milestones and deliverables contained in the Closeout Plan are completed and work with BHA and any other contractor to minimize the impact of the transition on Individuals and BHA. The BHASO shall deliver the Closeout Plan to BHA for review and approval.
    i. DELIVERABLE: Closeout Plan
    ii. DUE: January 16, 2026
    iii. DESTINATION: cdhs_BHAdeliverables@state.co.us
    iv. FILE NAME: BHASO Region[X] - [BHASO] - Closeout Plan
b. The BHASO shall update the Closeout Plan, at least annually, to include any technical, procedural or other changes that impact any steps, timelines or milestones contained in the Closeout Plan, and deliver this Closeout Plan Update to BHA for review and approval.
    i. DELIVERABLE: Closeout Plan Update
    ii. DUE: Annually, by July 31st of each year
    iii. DESTINATION: cdhs_BHAdeliverables@state.co.us
    iv. FILE NAME: BHASO Region[X] - [BHASO] - Closeout Plan Update v[X]

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