

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter, the "**City**"), and **SECOND CHANCE CENTER, INC.**, a Colorado nonprofit corporation with a principal place of business address of 224 Potomac St., Aurora, CO 80011 (the "**Contractor**"). The City and Contractor are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated **July 8, 2021** and an Amendatory Agreement dated **March 2, 2022** regarding the implementation of a transition and re-entry program aimed at reducing recidivism through the provision of services and supportive resources to individuals before and after release from detention and/or incarceration (the "Agreement");

WHEREAS, rather than enter into a new contract, the Parties desire to revise and amend the term of the Agreement, amend the amount payable under the Agreement, as well as add and/or revise certain exhibits and references in the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 2 of the Agreement entitled "**SERVICES TO BE PERFORMED**" is hereby amended in its entirety by deleting it and replacing it with the following:

"2. SERVICES TO BE PERFORMED: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A, Exhibit A-1, and Exhibit A-2** (each and collectively, "**Scope of**

Work and Budget”), to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.”

2. Article 3 of the Agreement entitled “**TERM**” is hereby amended in its entirety by deleting it and replacing it with the following:

“3. **TERM**: The Agreement will commence on **April 15, 2021**, and will expire, unless sooner terminated, on **December 31, 2023** (the “Term”).

3. Paragraphs 4a, 4b, 4c, and 4d under Article 4 of the Agreement entitled “**COMPENSATION AND METHOD OF PAYMENT**” are hereby amended by deleting them in their entirety and replacing them with the following:

“4. **COMPENSATION AND METHOD OF PAYMENT:**

a. **Fee**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **TWO MILLION FOUR HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED NINETY-FOUR DOLLARS AND ZERO CENTS (\$2,462,394.00)**. Amounts billed may not exceed the rates set forth in **Exhibits A, A-1, and A-2**.

b. **Reimbursable Expenses**: Except as set forth on **Exhibits A, A-1, and A-2**, there are no reimbursable expenses allowed under the Agreement.

c. **Invoices**: Contractor shall provide the City with periodic invoices in a format and with a level of detail acceptable to the City in accordance with **Exhibits A, A-1, and A-2**. Contractor’s invoices must identify reasonable allowable direct costs and allocable indirect costs actually incurred in accordance with the

budgeted categories and amounts contained in **Exhibits A, A-1, and A-2**. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

i. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION FOUR HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED NINETY-FOUR DOLLARS AND ZERO CENTS (\$2,462,394.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any Services, performed by Contractor beyond that specifically described in **Exhibits A, A-1, and A-2**. Any services performed beyond those in **Exhibits A, A-1, and A-2** are performed at Contractor's risk and without authorization under the Agreement.

ii. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4. Article 20 of the Agreement entitled "**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**" is hereby amended by deleting it and replacing it with the following:

“20. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using work authorization confirmation procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements regarding work authorization confirmations, all program requirements related to employee notification, and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three

(3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment or the City Auditor, under authority of D.R.M.C. 20-90.3.

C. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

5. Effective upon execution, all references to Exhibits A and A-1 in the Agreement shall be amended henceforth to read as **Exhibit A, Exhibit A-1,** and **Exhibit A-2** as applicable.

6. **Exhibit A-2** is attached and incorporated herein by reference.

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

8. This Second Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: SAFTY-202265196-02 / Parent ENVHL-202158589-02
Contractor Name: SECOND CHANCE CENTER INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

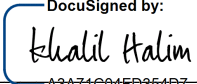
By:

By:

By:

Contract Control Number:
Contractor Name:

SAFTY-202265196-02 / Parent ENVHL-202158589-02
SECOND CHANCE CENTER INC

By:  _____
ASA71G04FD354D7...

Name: khalil Halim
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2
SCOPE OF WORK AND BUDGET
Second Chance Center

I Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Services between the Denver Department of Safety (DOS) and Second Chance Center (SCC) to implement and operate a reentry program based on the Transition from Jail to Community (TJC) model. The objective of the reentry program is to reduce recidivism in the City and County of Denver by promoting access to services, resources, and supportive relationships for justice-involved individuals prior to release from detention or jail and continuing post-release in the community.

II Term

The term of this exhibit is from January 01, 2023 through December 31, 2023.

III Services to be Provided

The TJC program utilizes best practice methods to reduce recidivism or likelihood of a person returning to jail by improving stabilization upon returning to the community and improving the quality of life for persons involved in the criminal justice system. The TJC model connects participants to services prior to their release from detention or jail, with continued services upon reentry into the community. Services include continued support, skill development, direct case management and resources, and relationships to promote positive community involvement. Cooperation and collaboration among criminal justice system and community partners is critical to providing a continuum of services. The TJC model calls for comprehensive reentry processes including, but not limited to, client assessment, transition and case planning and targeted services in the correctional and community setting based on the assessed individual's risk and needs.

In addition, best practices for reentry services are culturally responsive and address factors or "criminogenic needs" of the individual including cognitive processing, attitudes, beliefs, values and emotional regulation, employment and education including supported employment, developing positive family, peers and natural supports, productive use of time, mental health and substance use treatment and recovery support.

A. Services to be provided by Second Chance Center:

1. Will implement the Transition from Jail to Community (TJC) model by providing services, resources, and supportive relationships for medium-to-high risk offenders entering jail and continuing through their reentry process back to the community. Services and resources are to be provided to Denver residents and/or individuals returning to Denver upon release.
2. Using screenings and assessments, create a service and transition plan while the participant is still incarcerated that includes targeted interventions for successful release and post-release service delivery.
3. Where appropriate, utilize evidence-based curricula, such as:
 - Driving with Care DUI treatment
 - Moral Reconation Therapy/Dialectical Behavior Therapy
 - Parents on a Mission
 - Seeking Safety
4. Establish and implement pre-release and post-release service delivery based on the risk and need assessment that addresses the participant's individual criminogenic needs.

Pre-release services may include:

- Gender-specific treatment services
- Trauma/PTSD treatment
- Motivational Enhancement Therapy
- Cognitive behavioral interventions

EXHIBIT A-2
SCOPE OF WORK AND BUDGET
Second Chance Center

- Substance Use Education
- Employment, vocational, and education skills
- Pre-release planning and case management
- DUI education
- Parenting skills training
- Mentoring and self-help groups
- Jail in-reach with treatment providers and supervision
- Assistance with benefit applications

Post-release services may include:

- Case management
- Trauma/PTSD treatment
- Cognitive behavioral interventions
- Parenting skills training
- Peer support, mentoring, and self-help groups
- Assistance with benefit applications
- Gender-specific treatment services
- Motivational Enhancement Therapy
- Relapse Prevention/Substance Use Education
- Employment, vocational, and education skills
- DUI education and therapy groups

5. Assist participants with basic needs, such as job training, placement, and educational access for participants.
 6. Offer all services in English and Spanish and provide accommodations for other languages and differences in abilities.
- B. Contractor's responsibilities include, but are not limited to:
1. Will ensure that SCC staff attend trainings as scheduled and use training appropriately.
 2. Will be responsible for ensuring all assessments, service utilization and outcome data are tracked and will provide this data for evaluation purposes. This includes providing and/or entering all data into specified database(s).
 3. Will utilize culturally responsive teaching and service delivery methods to address individuals' unique needs.
 4. Will integrate the following recommendations to ensure successful reentry:
 - a. Collaboration for reentry services at all levels and between all stakeholders within the TJC model.
 - b. Provide reentry services at all levels until stable reentry into the community.
 - c. Prioritize mental health needs and services given the high percentage of people suffering from mental health issues who are in jail and the high level of vulnerability the population group endures. Provide appropriate mental health services and/or referrals for individuals with mental health needs.
 - d. Provide life-skills programming that focuses on practical education that includes financial literacy and money management. Where possible, financial empowerment should also address how to resolve debts incurred as a result of the participant's criminal justice case.
 - e. Provide comprehensive resource materials that contain information on available community services and resources which include updated and current contact information.
 - f. Assisting with coordination of logistical support upon release, including readily available

EXHIBIT A-2
SCOPE OF WORK AND BUDGET
Second Chance Center

transportation outside the jail, accessible communication devices (i.e. cell phones) and knowledge of or contact information for available community-based services and resources.

5. Staff, volunteers, and interns must complete and pass criminal background checks prior to being approved to work in the jail due to staff access to protected client data maintained by the City and County of Denver. Although good faith efforts will be made to approve staff with lived experience, the Department of Safety and/or Denver Sheriff Department have the right to decline/reject staff based on criminal history and/or current system involvement.

IV. Process and Outcome Measures

A. Process Measures

1. Work collaboratively with other stakeholders from Denver Sheriff's Department and the Department of Safety in daily operations, implementation team or ad-hoc committees to develop and maintain processes and practices that lead toward fidelity of the TJC model.
2. Using methodology established by the implementation team, identify realistic goals for 2023 program year.
3. Contractor shall submit accurate and timely invoices in accordance with the requirements of the Agreement.

B. Outcome Measures

1. Goals for 2023 will be established for the following metrics:
 - a. Number of people served in jail and in the community
 - b. Number of hours of services delivered (dosage)
 - c. Length of service
 - d. Other metrics as agreed upon by implementation team
2. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use DOS's preferred invoice template, if requested.

Invoices should be submitted to: DOS-FinancialServices@denvergov.org.

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the DOS program area and contractor may be reviewed for:

1. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. Contract & Financial Monitoring: Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement. The DOS program area in conjunction with the CPCC will manage any performance issues and will develop interventions that will resolve concerns.
3. Compliance Monitoring: Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, Safety and DOS policies are being met.

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section. Payment may be withheld if reports are not complete and submitted.

EXHIBIT A-2
SCOPE OF WORK AND BUDGET
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DOS Quarterly Reports	<p>DOS Quarterly Reports will be submitted to DOS Program Manager or designee no later than the last day of the first month following the respective quarter. (Note: Include current and historical data from previous quarters in order to provide trend information by reporting area):</p> <ul style="list-style-type: none"> • Jail service information and community-based service information • Number of clients referred to the program for services • Number of new clients enrolled and completed intakes and by referral type • Number of continuing clients by number and type of service • Average length of stay in services by type of discharge from service. • General profile of clients served (age, ethnicity, gender) • Number of classes/groups provided, attendance and completion rates by type of class; definition of completion • Number of individual services by type and number of persons served; number of referrals by type of referral and level of follow-through with engagement • Average client caseload per case manager • Number of persons completing employment services by type, placed in jobs and length of maintaining employment as available. • Number of persons applying for benefits. • Number of clients housed and by housing type. <p>Other reported items that are not captured through data entry may include:</p> <ul style="list-style-type: none"> • Client narratives • Accomplishments, areas for improvement, missing process or data items <p>To ensure accurate monthly reporting, staff must enter data in an accurate and timely manner. Regular data integrity checks must be established and maintained.</p>	Quarterly	CPC Program Manager and DOS-FinancialServices@denvergov.org
Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract End, within 45 days after Term End.	DOS-FinancialServices@denvergov.org
Other reports as reasonably requested by the City	To be determined (TBD)	TBD	TBD

EXHIBIT A-2
SCOPE OF WORK AND BUDGET
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Budget Requirements

- A. Contractor shall provide the identified services for the City with the support of DOS using best practices and other methods for fostering a sense of collaboration and communication.
- B. Invoices and reports shall be completed by Contractor and submitted on or before the 15th of each month following the month services were rendered 100% of the time.
- C. Contractor will work within the set budget and expend funds according to the contract. This includes payroll, check disbursement, administration of funds, invoicing/billing, budget reconciliation, and financial reports
- D. Contractor will prepare and provide monthly financial reports to DOS, including verification of expenditures with payroll backup or other invoices/receipts, as appropriate.
- E. Work with DOS regarding any audits. Keep in their original form all reentry records and documents for a minimum of three (3) years from the expiration date of the contract.
- F. CPCC funds contracted for the reentry program are to be used for staffing positions, operational costs, client services, and indirect costs.

Expenditure Categories		
Staffing Costs		
Position Title	Description of Work	Total Budget
Deputy Executive Director Reentry Program Director	Overall coordination and oversight of the Reentry Program, staff supervision, and coordination with project partners. Will lead some peer mentoring groups. (.40 FTE)	\$35,200.00
Employment Coordinator	Helps clients with employment searches, documentation, and coordinators with employers to insure a smooth transition. (1 FTE)	\$57,200.00
Lead Care Manager	Coordination and documentation of development of this new program, troubleshooting any problems, and organizing the evaluation process with staff, partners and CPCC. (1 FTE)	\$24,200.00
Care Manager	Provides care management, partnering with clients to develop and implement their Individual Service Plan. (Up to 5 FTE)	\$317,900.00
Finance Manager	This position provides day to day management of funds and contracts through budget and reimbursement request preparation, coordinating and approving budget adjustments and revisions as necessary. (.20 FTE)	\$13,200.00

EXHIBIT A-2
SCOPE OF WORK AND BUDGET
Second Chance Center

Data Entry	Verify the accuracy of all data from managers and partners; migrate data across systems as needed; and provide technical assistance to SCC staff and partners as needed. Will work with the Program Director, Director of Care Management and Manager of Program Development on data collection and reporting for evaluation. (1 FTE)	\$17,600.00
Staffing Costs Subtotal		\$471,900.00
Supplies & Operating Expenses		
Item	Description of Item	Total Budget
Client Needs	Includes client support like emergency housing, work clothing, supplies and materials, training costs, vital records, bus passes, etc.	\$138,250.00
Total Supplies & Operating		\$138,250.00
Travel		
Item	Description of Item	Total Budget
Mileage	Mileage is based on an estimated round trip from the Delaware location to the jail for care staff, using the IRS rate of 56 cents/mile.	\$9,105.00
Park	Monthly parking passes downtown Denver	\$11,760.00
Total Travel		\$20,865.00
Contractual Services		
Subcontractor Name	Description of Services	Total Budget
Tribe Recovery Homes	Tribe will provide recovery housing for 40 participants, and non-residential services for up to 160 additional clients. Services include housing navigation, Medicaid-funded therapy with a master's level LPC/LAC certified professional, and "temp to hire" job placement and support. Costs cover all staffing and client resources.	\$133,000.00
Don't Look Back Center	DLBC will provide outpatient substance abuse treatment, mentoring, recovery coaching, care management, and trauma informed transitional sober living. This includes CBT, DBT, DUI education and therapy if appropriate, support groups, and acu-detox. Clients have the option of participating in DLBC's transitional housing program - House of Rahab. The annual contract fee of \$50,000 covers services for 25-50 women as needed.	\$50,000.00

EXHIBIT A-2
SCOPE OF WORK AND BUDGET
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Total Contractual		\$183,000.00
SUB-TOTAL OF DIRECT COSTS		\$814,015.00
Indirect		
Item	Description of Item	Total Amount Requested
De minimis Indirect Cost Rate of 10%		\$81,401.00
Total Indirect		\$84,401.00
TOTAL		\$895,416.00