A G R E E M E N T

THIS AGREEMENT ("Agreement") is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, ("City"), to be administered by the Department of Safety, Division of Community Corrections in consultation with the **DENVER COMMUNITY CORRECTIONS BOARD** ("Board"), and **REGENTS OF THE UNIVERSITY OF COLORADO** whose address is 13001 East 17th Place B119, Aurora, Colorado 80045 ("Contractor").

W I T N E S S E T H:

WHEREAS, the City is desirous of securing certain services from the Contractor pursuant to the fiscal year 2017/2018 contract between the City and the Colorado Department of Public Safety, Division of Criminal Justice, for the purpose of administering and implementing an effective community corrections program, made pursuant to the provisions of C.R.S. Section 17-27-101 et. seq., as amended; and

WHEREAS, the Contractor is well qualified and skilled in providing such expert and professional treatment services, and is ready, willing and able to undertake and perform such services for the City; and,

WHEREAS, the Contractor warrants that it has approved facility(ies) and an approved program for the delivery of community correctional services to clients of the City ("Client(s)").

NOW THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

I. SERVICES TO BE PROVIDED:

The Contractor shall, in a lawful, satisfactory and proper manner, and in accordance with the written policies, procedures and requirements as may from time to time be prescribed by the Board, provide services and comply with requirements hereunder:

A. The Contractor shall submit an annual description of services, by July 1, 2017, to reach compliance with the Colorado Community Corrections Standards for the provision of services to 1) offenders referred by the Department of Corrections (DOC), 2) offenders sentenced and referred by State Judicial Branch (SBJ), 3) offenders referred by the State Board of Parole, or 4) offenders referred by the SJB pursuant to Section 19-2-907(1)(b), Section 19-2-908, and Section 19-2-910, C.R.S. as amended.

B. Contractor shall comply with all aspects of the Statement of Work and the Basic Operational Requirements of Community Corrections Providers attached hereto and incorporated herein by this reference as **Exhibits B and C.** Contractor shall comply with all aspects of the Scope of Work for Residential Therapeutic Communities

which is adapted from the National Institute on Drug Abuse website, 2012, and attached hereto and incorporated herein by this reference as **Exhibit E.**

C. The following terms, provisions, rules and procedures:

1. Meet, maintain and comply with all applicable rules and regulations, policies, procedures, standards and guidelines as are adopted by the Denver Department of Safety and/or the Denver Community Corrections Board, including the Colorado Community Corrections Standards and the Facility Payment Funding Plan as amended for FY 2017/2018.

2. Pursuant to the rules, policies, procedures, standards and guidelines adopted by the said Department and/or Board, review Clients referred by the Second Judicial District Court Judges or the Colorado Department of Corrections, as appropriate, and accept or reject said Clients for the delivery of community correctional services at a time mutually agreeable to the parties, and at such a place as may be designated by the said Department and Board.

3. The Contractor shall develop and maintain, in conjunction with the City, an Emergency Disaster Management Plan (EDMP) that provides contingency response in the event of a disaster or other emergency for all residential and non-residential offenders. The EDMP shall include a specific plan for registered sex offenders consistent with conditions of sex offender supervision and registration requirements. The EDMP shall provide a plan for transportation, housing and supervision of offenders in the event of fire, flood, weather event, mandatory evacuation or other man-made or natural disaster(s).

4. Maintain individual files for each Client participating in the Contractor's program as required by DOC/SJD. The individual files shall be maintained in a secure area, in a locked file cabinet or safe. Such files and criminal history records shall be maintained and disseminated pursuant to Sections 24-72-201 through 205, CRS, and Sections 24-72-301 through 308, CRS; and in compliance with Title 28 of the Code of Federal Regulations.

5. Provide such reports as are, or may be required by the City during the period of this Agreement.

6. Make its files available for review and inspection by the City or the Division of Criminal Justice, to assure that the Contractor is providing the services required by this Agreement. Contractor must submit a written corrective action plan to the City within timeframes established. Contractor must further address any identified deficiencies within timeframes established by the City.

7. Refrain from terminating any Client’s participation in the Contractor's

program without notifying the supervising probation officer or parole agent and making appropriate arrangements for transportation.

8. Provide to the Denver District Court Probation Department or the Colorado Department of Corrections, as appropriate, notification of any unauthorized Client absence from the residential facility, place of employment or schooling or scheduled location away from Contractor control.

   At a minimum of no more than two (2) hours after the discovery of an unauthorized absence of a Client, Contractor shall notify the appropriate supervisory agency, and as required, local law enforcement agencies. Within one (1) business day after the above notification, the Contractor will provide a subsequent written notification to the Denver District Court Probation Department or the Colorado Department of Corrections, as appropriate, about the occurrence of the unauthorized Client absence which will include Client name, name of Contractor personnel observing the absence, the time the absence was discovered and the subsequent status of the Client. The Contractor will be compensated at the full rate for the day on which the Client escapes.

9. Submit vouchers to the City for services provided on such forms and in such manner as the City may require.

10. Obtain prior written approval from the City before providing any additional services or evaluations not included within this Agreement.

11. Allow the City to inspect the facilities and services provided by the Contractor to observe the conditions under which the Clients are housed and treated.

12. Provide documentation of each Client's physical presence daily while signed into the facility. Such documentation shall provide Client name, date and time of physical observation attempt, signature of Contractor personnel providing the physical verification, and the designation of Client's status.

13. Provide for emergency medical services for all Clients in the program and immediately notify the supervising probation officer or parole agent if an emergency has arisen.

14. Provide documentation of each Client's physical presence at place of employment, education/training site, or other locations of Client activity away from residential facility (e.g., medical appointments, therapy session, etc.). Client’s off site location shall be randomly monitored at least once in each calendar week, exclusive of job search and furlough monitoring. The Client’s off-site location shall be monitored with at least two (2) work and two (2) pass verifications each month

Such documentation will provide Client name, date and time of personal contact with the Client, signature of Contractor personnel initiating the contact, and the designation of Client status.

15. Inform the City of action taken on all initial referrals.

16. Provide information upon request of the supervising probation officer or parole agent regarding the activities and adjustment of individual referrals.

17. Collect, maintain and make available to the City ongoing data regarding Clients' employment, alcohol abuse, drug abuse, psychological problems and treatment, vocational or academic education needs and services, re-arrest or other criminal activity and restitution, pursuant to addressing the goals of the program.

18. Pursuant to the goals of the Denver Community Corrections program, the Contractor shall develop, in consultation with the City, information for evaluation and measurement of program effectiveness and ensuring effective management of resources. The Contractor shall develop knowledge and expertise regarding the eight guiding principles for reducing risk and recidivism set forth by the National Institute of Corrections ("NIC"). Contractor agrees to provide adequate training for its staff and make efforts towards implementation and sustainability of NIC principles in its daily operations with Clients.

    a. The Contractor shall provide a written description, by July 31, 2017, of specific evidence based programming and processes implemented during FY2017/2018. The written description shall include at a minimum; 1) trainings completed with program staff, 2) steps taken to date to implement Cognitive Behavioral Therapy Curriculum, 3) Internal processes established to ensure fidelity to offender assessments and treatment matching, and 4) any other programs or initiatives implemented or explored that incorporate the eight guiding principles for reducing risk and recidivism.

    b. The Contractor shall provide a research based Cognitive Behavioral Intervention/Treatment curriculum to targeted offenders of the facility. The Contractor shall have fidelity measures in place to ensure that the curriculum they are providing aligns with a research based model.

19. The Contractor shall provide a written annual plan outlining use and distribution of allocated Correctional Treatment funds for FY2017/2018.

20. Insure that authorized Client leaves or absences from project facilities over

seventy-two (72) hours will only occur after notification and approval of the supervising probation officer or Colorado Department of Corrections agent.

21. Verify and document by Contractor personnel the location and Client presence at destination areas for Clients on leave or furlough from Contractor supervision, identifying time, date and project person making the verification.

22. Document in writing all court ordered actions (e.g., restitution) treatments or services provided within the Contractor's service delivery capability or through Contractor referral services, identifying Client attendance or compliance, the time and date of the action and the name of the witnessing Contractor person.

23. Provide a written report about Client progress to the District Court Probation Department or the Colorado Department of Corrections personnel, as appropriate, two (2) weeks prior to the scheduled termination of a Client. This report will be a summary of the Client's community corrections experience and will include such information as deemed necessary by the Client placing agency. In the event of an unscheduled termination, the Client progress report will be provided within one (1) week after the termination. The progress report shall include:

    a. Client name;

    b. Referring judge;

    c. Period of placement;

    d. Actual termination date;

    e. Reason for termination;

    f. Chronological listing of employment or schooling (training) attended with outcome comments for each entry;

    g. Chronological listing of rules infractions with action taken on each infraction;

    h. Summary of income earned, taxes paid, family support, personal subsistence and restitution paid;

    i. Chronological listing of services or treatment provided, duration of service and outcome comments;

    j. Designation of location of residence after release from Community

Corrections.

24. Provide access for inspection and allow the agents of the Division of Criminal Justice, State Department of Corrections, State Judicial Department, State Health Department and the City to inspect with or without notice, the facilities and services provided by the Contractor to determine the conditions under which the Clients are housed and treated.

25. Perform periodic and unscheduled chemical tests to determine the use of drugs by Clients in the Contractor's residential facility, if any such facilities are maintained by the Contractor. Records and results of each test shall be included in the Client's case file.

26. Within two (2) hours, notify the supervising probation officer or correctional agent and the Board if the Contractor knows a Client has been arrested by or is in custody of federal, state or local police or law enforcement authority. The Contractor will be compensated at the full rate for the day on which the Client is arrested or taken into custody.

27. Keep all records of Clients confidential and ensure that they are not subjected to public disclosure to the extent provided by law.

28. Provide twenty-four (24) hour-a-day, seven (7) days-a-week awake staff supervision of the Clients assigned to the facility consistent with the City's ordinances and standards promulgated by the Colorado Division of Criminal Justice.

29. The Contractor will ensure a minimum of two security staff are present and security functions are the primary duty, regardless of facility size/capacity. Each facility with zoned capacity of more than 90 offenders will require a minimum of three security staff on duty during all daytime, operating hours. Daytime hours are defined as 8am to 10pm.

    In addition to minimum security staffing patterns, additional security staff may be required during peak hours. Each facility shall, in consultation with the Department of Safety/Division of Community Corrections, evaluate and determine a staffing pattern Monday through Friday between the hours of 4pm to 10pm. Peak hours are defined as the evening shift between 4pm -10pm when offenders are returning to the facility and there is considerable activity in the facility.

    Due to the milieu of a Therapeutic Community, the aforementioned staffing requirements may be amended upon formal request by the program and subject to the approval of the Denver Division of Community Corrections, Denver Community Corrections Board, Division of Criminal Justice, and all referring agencies.

30. Maintain an accurate fiscal accounting of all Clients assigned to the facility or otherwise participating in the Contractor's community corrections program including, but not limited to: gross earning, net earnings, federal, state and local taxes paid, amount of restitution agreed to and paid, savings account, subsistence charged and collected, court ordered child support, and any other outstanding financial obligation.

31. Charge each Client participating in the program a reasonable daily fee on an ability to pay basis. The maximum charge to a Client shall not exceed the maximum set forth by the Colorado Division of Criminal Justice in its contract with the City and County of Denver, through which funds for the Agreement herein are authorize The Contractor shall submit all billing to the City by no later than the 10th day of the month following the end of the billing period.

32. The Contractor shall make provisions for any offender that enters the program indigent. Contractor will be responsible for ensuring initial public transportation needs are met by developing a strategy to ensure access to public transportation for the first 30 days of stay to assist with job search, treatment, and medical needs

33. Comply with the requirements of C.R.S. §17-27-101 et. seq., all local health, fire, licensing, building and zoning ordinances and regulations, and the Colorado Community Corrections Standards. Further, the Contractor shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

34. The Contractor shall comply with all applicable Titles of the Prison Rape Elimination Act of 2003 (PREA). (PREA; Public Law 108-79).

35. Since this Agreement consists of personal services, the rights and duties arising hereunder may not be assigned, delegated, or subcontracted out without the consent of the City. The Contractor shall be bound by the funds provided to the City for the fiscal year governing this Agreement, incurred in the operation of the program

II. TIME OF PERFORMANCE:

The term of this Agreement is understood and agreed to commence July 1, 2017 and run through June 30, 2018.

III. CONDITIONS:

The Contractor shall be subject to and meet the terms and conditions stated and

incorporated in this Agreement.

A. **Establishment and Maintenance of Records**: Records and reports, whether fiscal accounting or expositive, shall be maintained in accordance with the requirements prescribed by the Department in consultation with the Board and required by the City; such records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

B. **Documentation of Cost:** All costs hereunder shall be evidenced by vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. **Reports and Information**: At such times and in such forms as the City may require in its sole discretion, there shall be furnished to the City such statements, records, data and information as requested as pertaining to matters covered by this Agreement.

D. **Audits and Inspections**: All fiscal and expositive records and reports associated with this Agreement shall be subject to audit review by the Auditor of the City. Contractor agrees that any duly authorized representative of the City, including the City Auditor or the City Auditor's representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement. Upon request of the City the Contractor will initiate an independent fiscal audit of the services provided for under this Agreement. The official report of said audit shall be delivered to the City within ninety (90) days of its initiation. Costs for such audits requested by the City will be provided totally by the Contractor.

E. **No Discrimination In Employment**: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

F. **Unearned Payments**: Unearned payments under this Agreement may be suspended or terminated upon refusal by the Contractor to accept the terms, conditions and covenants of this Agreement and any additional conditions that may be imposed by the State or the City through laws, ordinances regulations and/or by-laws enacted by the State or City.

G. **Taxes, Permits, and Licenses:** The Contractor agrees to pay promptly all taxes, excises, licenses fees and permit fees of whatever nature applicable to its

operations, and to take out and keep current all required licenses, municipal, state or federal, required for the conduct of any of its business activities, and further agrees not to permit any of said taxes, excises or license fees to become delinquent nor to allow any of such licenses or permits to lapse or expire or be suspended, revoked or cancelled. The Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of all required licenses and all taxes. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of the City under this Agreement.

H. **No Authority to Bind City on Contracts:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

I. **Venue, Governing Law:** Notwithstanding any other term, condition, or covenant hereof, each and every term, condition, and covenant herein is subject to and shall be construed in accordance with the provisions of applicable federal law, Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such law, together with the Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

J. **Use, Possession or Sale of Alcohol or Drugs**: The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

K. **Coordination and Liaison:** The Contractor agrees that during the term of this Agreement it shall fully coordinate all services hereunder with the City, including the Director of Community Corrections or designee ("Director") or as otherwise directed by the City. The Contractor understands that the Director is the City's representative under this Agreement through whom contractual services performed under this Agreement shall be coordinated. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the Director shall become the property of the City. The Contractor also agrees to allow the City to review any of the procedures used by it in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder, in

order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement.

L. **<u>Payment</u>:** The City agrees to pay the Contractor and the Contractor agrees to accept as full and total compensation for the services performed hereunder, an amount of money which shall not exceed **Four Million Nine Hundred Four Thousand Five Hundred and One Dollars and 00/100 Cents ($4,904,501.00)** from those monies appropriated for the purposes of this Agreement by the State of Colorado, pursuant to, as appropriate, the State Division of Criminal Justice 2017/2018 Community Corrections Contract with the City and paid thereto into the Treasury of the City. The Contractor shall request payment of the monies available hereunder on such basis and in such amounts as are not inconsistent with the requirements of the City and the State. It is expressly understood and agreed that the obligation of the City for all or any part of payments provided for herein, whether direct or contingent, shall only extend to the said monies appropriated by the State pursuant to such contracts, actually paid to the City, appropriated for this Agreement by the Denver City Council and encumbered for the purpose of the Agreement. It is expressly understood that the City has no obligation to provide, directly or indirectly, community corrections services in excess of those provided through such State funding. The parties understand that the City reserves the right not to accept supplemental funding from the State pursuant to the said 2017/2018 State contracts and that the amount payable from the State to the City may be adjusted up or down by Allocation Letter or Funding Letter. The Contractor therefore recognizes and agrees that the amount stated in this Subsection L. shall constitute the maximum amount payable to the Contractor under this Agreement, unless an amendment to this Agreement is duly executed increasing such amount.

1. The City agrees to compensate the Contractor for the delivery of residential community corrections services in accordance with the following reimbursement terms:

   a. At a rate per Client day of residential services for each day of services delivered during a calendar month, which has been approved by the Colorado State Legislature. (A Client day of residential services shall be interpreted to be a twenty-four (24) hour calendar day wherein a Client placed in the Contractor's program is supervised, housed and maintained in accordance with the program and services described in the proposal to this Agreement, on file in the City Clerk and Recorder's Office); and

   b. At a rate for each unit of nonresidential service delivered to a lawfully assigned Client not residing in the residential facility of the Contractor which has been approved by the Colorado State Legislature.

2. The Contractor's attention is drawn to Section B 4 of the appropriate

funding contract, which provides that up to four percent (4%) of total residential transition, residential diversion, and diversion non-residential allocation funds may be utilized by the City for administrative purposes.

3. During the period of this Agreement the "Contractor" will be reimbursed on a monthly basis upon the receipt of a proper billing.

4. The Contractor will not be paid for the first day a Client participated in the program, but shall be compensated the last day of the Client's participation. The City agrees to withhold funds when the City determines that the program or facilities of the Contractor are not in compliance with this Agreement. Upon a reasonable determination by the City that the Contractor and facility have returned to compliance, all payments shall be continued and Contractor shall be paid for all work properly performed. In the event the Agreement is terminated as a result of facilities failure to maintain compliance with this Agreement, City shall pay Contractor for all work properly performed, including any non-cancelable obligations, up to the date of the City's determination that the Contractor and facility are no longer in compliance with the Agreement. Over-payments made by the City in the event of non-compliance, shall be immediately returned to the City by the Contractor, upon written demand.

5. The City will only pay for the following leaves of absence, as authorized and approved by The Colorado State Department of Corrections (DOC) or the State Judicial Department (SJD):

   a. "On-grounds leave" based on a pass earned by the Client for a short period of time, ranging from one (1) hour up to a weekend consisting of forty-eight (48) hours. An additional twenty-four (24) hours and/or travel time for out-of-town Clients may be approved by the appropriate probation or parole officer.

   b. "Off-grounds leave" for the purpose of which is to conduct a hearing or assessment regarding the continuation of the Client in community corrections, for a maximum allowable period of three (3) days.

   c. "Emergency leave" caused by and limited to a serious life-threatening incident in the Client's immediate family, subject to a maximum period of seven (7) days, to be reimbursed at fifty percent (50%) of the regular per diem rate.

   d. "Absence Due to Arrest" notify DOC/SJD and the Board immediately if they know a Client has been arrested and/or is in the custody of federal, state, or local authorities. If the Contractor has requested and received prior written permission from DOC/SJD, the State shall compensate the Contractor at full rate for the day on

which the Client is arrested, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for maintaining the availability of a position during the Client's absence.

M. **No Third Party Beneficiaries:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person or entity on such Agreement. It is the express intention of the City and the Contractor that any person or entity, other than the City or the Contractor, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

N. **Status of The Contractor:** It is understood and agreed by and between the parties hereto that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in section 9.1.1. E. (x) of the Charter of the City, and it is not intended, nor shall it be construed, that the Contractor is a department of the City, or that any employee, officer, or subcontractor of the Contractor is an employee or officer of the City under Chapter 18 of the Denver Revised Municipal Code for the purposes of workers' compensation, unemployment compensation, or for any purpose whatsoever.

O. **Conflict Of Interest:**

1. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

2. The Parties agree not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Parties represent that they have disclosed any and all current or potential conflicts of interest and will promptly disclose any conflicts of interest that arises during the term of this Agreement. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of either Party by placing the respective Party's own interests, the interests of any principal of that Party or the interests of any third party with whom that Party has a contractual arrangement, in conflict with those of the other Party. The affected Party, in its sole discretion, shall determine the existence of a conflict of interest, which shall be deemed a material breach or default of this Agreement and may terminate this Agreement in the event such a conflict exists after it has given the other Party written notice which

describes the conflict in addition to pursuing any and all other legal remedies afforded to it under applicable law. That Party shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the affected Party.

P. **Insurance:**

1. **General Conditions:** The Contractor, as a self-insured Colorado governmental entity covered by the Colorado Governmental Immunity Act, agrees to provide coverage up to the limits of the Colorado Governmental Immunity Act. The Contractor shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees while performing their professional duties to the full extent allowed by law. Notwithstanding the foregoing, nothing in the Agreement is a limitation or waiver of the application of the Colorado Governmental Immunity Act set forth in §24-10-120 to any claims resulting from the performance of the University of Colorado, its employees or agents under this Agreement.

2. The Contractor shall provide a Certificate of Insurance at the request of the City. Contractor certifies that that certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement.

3. Any subcontractor shall provide insurance coverage as required by the City unless said subcontractor is an entity of the State of Colorado and covered by the Colorado Governmental Immunity Act.

4. The Contractor shall provide Workmen's Compensation coverage as required by statute.

Q. **Colorado Governmental Immunity Act:** The parties hereto understand and agree that the Parties are relying upon, and have not waived, the monetary limitations (presently $350,000 per person, $990,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

R. **Liability:** Contractor shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees while performing their professional duties to the full extent allowed by law. Notwithstanding the foregoing, nothing in this Agreement is a limitation of waiver of the application of the Colorado Governmental Immunity Act set forth in §24-10-101 to §10-10-120 to any claims resulting from the performance of the Institution, its employees or agents under this Agreement.

S. **When Rights and Remedies Not Waived:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach

of term, condition, or covenant or any default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, conditions, or covenants, of the Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.

T. <u>Proprietary or Confidential Information; Open Records</u>:

1. **<u>Confidential Information</u>:** The Parties shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation police records or medical records of or pertaining to Clients receiving services under this Agreement and other privileged or confidential information. The Parties shall comply with all state or federal laws and requirements pertaining to medical or health records, including but not limited to HIPAA. The Parties acknowledge and accept that, in performance of all work under the terms of this Agreement, the Parties may have access to Proprietary Data or confidential information that may be owned or controlled by the other Party, and that the disclosure of such Proprietary Data or information may be damaging to the Party or third parties. The Parties agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Contractor or by the Contractor to the City shall be held in confidence and used only in the performance of its obligations under this Agreement. The Parties shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to the Contractor by the City or to the City by the Contractor. Such Proprietary Data may be in hardcopy, printed, digital or electronic format

2. **<u>Use of Proprietary Data or Confidential Information</u>:** Except as expressly provided by the terms of this Agreement, the Parties agree they shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Parties further acknowledges that by providing this Proprietary Data of confidential information, they

are not granting to the other Party any right or license to use such data without the written consent of the providing Party except as provided in this Agreement. The Parties further agree not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Director.

The Parties agree, with respect to the Proprietary Data and confidential information, that: (1) the Parties shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (2) the Parties shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (3) the Parties shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the other Party.

3. **Employees and Subcontractors:** The Parties will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations under this Agreement shall survive the expiration or earlier termination of this Agreement. The Parties shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

4. **Disclaimer: Notwithstanding any other provision of this Agreement, the Parties are furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Parties are hereby advised to verify their work. The Parties assume no liability for any errors or omissions herein. Specifically, the are not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Parties agrees to contact the other party immediately.**

5. **Contractor's Information:** The parties understand that all the material provided or produced under this Agreement by the Contractor may be subject to the Colorado Open Records Act and/or the Colorado Criminal Justice Records Act, and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its documents which it reasonably believes is proprietary or confidential under such Act(s). In the event that the Contractor fails to take action with respect to such material by seeking and

obtaining a protective court order or other informal resolution with the party seeking the information, the City will disclose all such material in compliance with the said Act(s).

6. The obligation of non-disclosure and non-use shall not apply to the following:

(a) information that is or becomes publicly available through no fault of the affected party;

(b) information that is already independently known to the affected party, provided that the other party is advised promptly upon discovery that the information is already independently known as indicated by the affected party's written records;

(c) information that is disclosed on a non-confidential basis by a third party with the legal right to do so; or

(d) information required to be released by any governmental entity with jurisdiction provided that the affected party notifies the other party prior to making such release of information.

(e) The obligations under this Article shall survive and continue for six (6) years after termination of this Agreement.

U. **No Construction Against Drafting Party:** Each of the parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions, have been prepared by a particular party.

V. **Subject to State Contracts:** This Agreement is subject to the terms and conditions of the said Department of Public Safety, Division of Criminal Justice, FY 2017/2018 Community Corrections Contract with the City, and the State Department of Corrections 2017/2018 Community Corrections Contract with the City, as they may be amended or modified by allocation letters or funding letters, all of which are incorporated herein by reference as **Exhibit A**. **However, as a State entity the University of Colorado shall not be subject to Sections 10(D) Disclosure-Liability, 15 (A)(iii) Damages and Withholdings and 20 (F) Indemnification**. The Contractor is advised to carefully review the terms and conditions of such State Contracts.

W. **Disputes**: All disputes of whatever nature between the City and Contractor regarding this Agreement, including but not limited to disputes involving breach or default of the Agreement, shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code §56-106(b) et seq.. For the purposes of that procedure, the City official referring a final determination

may be the City's Director.

X. **Americans With Disabilities Act; Rehabilitation Act**: The Contractor shall cause all Community Corrections facilities owned and/or leased by it pursuant to this Agreement to be inspected and analyzed by competent knowledgeable inspection personnel and legal representatives for compliance of such facilities with all applicable titles of the Americans With Disabilities Act (ADA) and, as applicable, the Rehabilitation Act. All operations of the Contractor hereunder shall also be conducted in compliance with the ADA and as applicable, the Rehabilitation Act. The Contractor shall submit documentation as required by the City to demonstrate compliance with these Acts.

Y. **Immigration Reform Control Act:** The Contractor shall comply with the Immigration Reform Control Act in all hiring practices undertaken pursuant to this Agreement.

Z. **Survival of Certain Agreement Provisions:** Except as set forth in Part III(T)(6), above, the parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

AA. **ASSIGNMENT; SUBCONTRACTING**: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

BB. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

CC. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The

Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IV. TERMINATION OF AGREEMENT:

The performance of work under the Agreement may be terminated by the Parties in accordance with this clause in whole or from time to time in part:

A. The City may terminate this Agreement at any time on ten (10) days' notice if the Contractor's services are not being satisfactorily performed in accordance with this Agreement, if the Contractor is in breach or default of the Agreement, or if the program is cancelled. The City may also by written Notice of Default to Contractor terminate the whole or part of this Agreement in the event Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. The City may otherwise terminate the Agreement without cause, for its convenience, upon thirty (30) days' notice to the Contractor. If the Contractor's services are terminated, it shall be paid only for that portion of terminated services satisfactorily completed in accordance with this Agreement at the end of the period of notice of such action, subject to Subsection C. below.

B. The Contractor may terminate this Agreement at any time on ninety (90) days' written notice if the City is in breach or default of the Agreement, or for its convenience. The City may choose, in its discretion and in the best interest of the City and the program, to immediately end the Contractor's services, or to continue to utilize the Contractor's services during any part of the 90-day termination period. If Contractor terminates the Agreement for breach or default, or for convenience and without cause, the Contractor shall be paid for all services reasonably satisfactorily performed, up to and including the effective date of the notice of termination in accordance with this Agreement. The Contractor shall also be entitled to payment of services, if any, reasonably satisfactorily performed during the 90-day notice of termination period. Except for payment for reasonably satisfactorily performed services, Contractor's termination for convenience shall be a waiver of any claims for breach of this Agreement.

C. After receipt of a Notice of Termination and except as otherwise directed by the

City, the Contractor shall:

1. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of work under the Agreement as is not terminated;

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. With the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the Agreement:

5. Complete performance of any such part of the work as shall not have been terminated by the Notice of Termination; and

6. Take such actions as may be necessary or as the City may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the Contractor and in which the City has an interest.

V. ADDRESS OF PARTIES:

Address of the parties for the purpose of giving any required notices or reports are as follows:

A. Denver Department of Safety
Community Corrections Division
303 West Colfax Avenue
Department 1701
Denver, Colorado 80204

Greg Mauro, Director
Phone: 720-913-8250

B. Legal Notice:
University of Colorado-Anschutz Medical Campus
d/b/a Addiction Research and Treatment Services (ARTS)
Office of Grants and Contracts
13001 E. 17th Place
Aurora, CO 80045-0508
Phone: 303-761-6703; Fax: 303-762-2181

Program Notice:

University of Colorado-Anschutz Medical Campus
Addiction Research and Treatment Services
3738 W. Princeton Circle

Denver, Colorado 80236

VI. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:

This Agreement is intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect bind the City. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

VII. LEGAL AUTHORITY:

A. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

VIII. COUNTERPARTS OF THIS AGREEMENT:

This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

(SIGNATURES ON FOLLOWING PAGES)

Contract Control Number:

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:

By_____

By_____

By_____

Contract Control Number: SAFTY-201735282-00

Contractor Name: UNIVERSITY OF COLORADO AT DENVER

By: Thomas Keith

Name: Thomas Keith
(please print)

Title: Contracts Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

STATE OF COLORADO
Colorado Department of Public Safety
Re-Stated Contract
with
City and County of Denver, a municipal corporation organized pursuant to the Constitution of the State of Colorado to be administered by the Department of Safety/Community Corrections Division, a City Agency, hereinafter referred to as Community Corrections, through the Denver Community Corrections Board, hereinafter referred to as the Board.

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1. PARTIES

This Contract (hereinafter called "Contract") is entered into by and between **City and County of Denver, a municipal corporation organized pursuant to the Constitution of the State of Colorado to be administered by the Department of Safety/Community Corrections Division a City Agency, hereinafter referred to as Community Corrections, through the Denver Community Corrections Board, hereinafter referred to as**

the Board, 200 West 14th Avenue, Suite 302, Denver, CO 80204 (hereinafter called "Contractor"), and the STATE OF COLORADO acting by and through the **Department of Public Safety, for the benefit of the Division of Criminal Justice, Office of Community Corrections** (hereinafter called the "State" or "**CDPS**" or "**OCC**"). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Contract exists in **Title 17, Article 27, Section 103 and Title 18, Article 1.3, Section 301 C.R.S. as amended** and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

Contract exists so that local corrections boards can subcontract with local facilities for the purpose of rendering residential, non-residential, and specialized services to offenders.

D. References

All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Work described in annual Allocation Option Letters, in form substantially similar to **Exhibit B**.

B. Contract

"Contract" means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

C. Contract Funds

"Contract Funds" means funds available for payment by the State to Contractor pursuant to this Contract.

D. Evaluation

"Evaluation" means the process of examining Contractor's Work and rating it based on criteria established in **§6** and **Exhibit "A"**.

E. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

EXHIBIT A - STATEMENT OF WORK
EXHIBIT B - ALLOCATION OPTION LETTER
EXHIBIT C – REALLOCATION OPTION LETTER
EXHIBIT D – RESOLUTION, ORDINANCE OR STATUTE AUTHORIZING THE CONTRACTOR TO ENTER INTO AN AGREEMENT WITH THE STATE TO PROVIDE COMMUNITY CORRECTION SERVICES
EXHIBIT E – COLORADO COMMUNITY CORRECTIONS STANDARDS
EXHIBIT F – COMMUNITY CORRECTIONS MONTH-END EXPENDITURE FORM

EXHIBIT G – COLORADO COMMUNITY CORRECTIONS QUARTERLY ADMINISTRATIVE EXPENDITURE SUMMARY FORM
EXHIBIT H - THE COMMUNITY CORRECTIONS RISK FACTOR ANALYSIS
EXHIBIT I – BASIC OPERATIONAL REQUIREMENTS OF COMMUNITY CORRECTIONS PROVIDERS

F. Party or Parties

"Party" means the State or Contractor and "Parties" means both the State and Contractor.

G. Review

"Review" means examining Contractor's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit "A"**

H. Services

"Services" means the required services to be performed by Contractor pursuant to this Contract.

I. Subcontractor

"Subcontractor" means third-parties, if any, engaged by Contractor to aid in performance of its obligations, and includes "programs and providers" as that term appears in the Contract.

J. Work

"Work" means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract and **Exhibit "A"**, including the performance of the Services.

K. Work Product

"Work Product" means the tangible or intangible results of Contractor's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

The Parties' respective performances under this Contract shall commence on the later of either the Effective Date or **July 1, 2014**. This Contract shall terminate on **June 30, 2019** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Contractor as provided in **§16,** may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties are negotiating a replacement Contract (and not merely seeking a term extension) at or near the end of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two month extension shall immediately terminate when and if a replacement Contract is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Contractor shall complete the Work and its other obligations as described herein and in **Exhibit "A"** on or before June 30, 2019. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract.

B. Goods and Services

Contractor shall procure Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

7. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this §7, pay Contractor in the amounts and using the method set forth below:

A. Multi Year Obligations

Prior to the beginning of each fiscal year, the State shall send the Contractor an "Allocation Option Letter", approved by the State Controller or his designee, sample form attached, marked as **Exhibit "B"** and incorporated herein by reference. The Allocation Option Letter shall include the following terms:

i. Original maximum annual allocations and rates of reimbursement for each category of community corrections funding;

ii. Applicable fiscal year for the allocation and rates of reimbursement;

iii. A provision stating that the allocations shall not be valid until approved by the State Controller or his designee;

iv. Upon proper execution by the State, such Allocation Option Letter shall become a binding modification to this Contract.

v. The State may allocate more or less Contract Funds available on this Contract using a "Reallocation Option Letter" in form substantially equivalent to **Exhibit "C"** attached and incorporated herein by reference, and bearing the approval of the State Controller or his designee. The Reallocation Option Letter shall not be deemed valid until it has been approved by the State Controller or his designee.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Contract or in **Exhibit "A"** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State. Advance payments shall be authorized through a Fiscal Rule Waiver issued by the State Controller or his designee upon the written request of the CDPS.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein and/or in the Budget.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Contractor shall submit a report to the State upon expiration or sooner termination of this Contract, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in **Exhibit "A"**

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Colorado Department of Public Safety.

C. Performance Outside the State of Colorado and/or the United States

Contractor shall provide written notice to the State, in accordance with §16 (Notices and Respresentatives), within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this §8.C shall constitute a material breach of this Contract.

D. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this **§16** may result in the delay of payment of funds and/or termination as provided under this Contract.

E. Subcontracts

Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: **(i)** a period of **seven** years after the date this Contract expires or is sooner terminated, or **(ii)** final payment is made hereunder, or **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of **seven** years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all

reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform to the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

C. Monitoring

Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

D. Information Provided

The Contractor shall ensure that its Subcontractors provide information upon request from State Department of Corrections ("DOC") and State Judicial Branch ("SJB") officers regarding the activities and adjustment of offenders assigned to their program. The Contractor shall ensure that its Subcontractors collect, maintain and make available to DOC/SJB ongoing data regarding employment, alcohol abuse, drug abuse, psychological programs and treatment, vocational or educational needs and service, re-arrest or other criminal activity, and court imposed fines and restitution and that such Subcontractors make timely entries of such data into the Community Corrections Information and Billing computer system, as the State may require.

E. Financial Audit

The Contractor shall ensure that its Subcontractors provide to the State an independent financial audit report(s) which covers the agency's fiscal year(s) relevant to the contract period. Such materials shall be provided to the State every three years within six (6) months of the end of the fiscal year unless a different schedule is established in writing by mutual agreement of the parties. These requirements may be waived, in writing, all or in part, by the State in its discretion.

F. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Contractor shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

A. Confidentiality

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Notification

Contractor shall notify its agent, employees, Subcontractors and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information. .

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the

State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this **§10.**

11. CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance thereof exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

12. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

A. Standard and Manner of Performance

Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract.

B. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

13. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in **§13(B)** with respect to Subcontractors that are not "public entities".

B. Contractors - Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** $1,000,000 each occurrence; **(b)** $1,000,000 general aggregate; **(c)** $1,000,000 products and completed operations aggregate; and **(d)** $50,000 any one fire.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

v. Primacy of Coverage

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Contractor's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights

of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§16**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property.

ii. Payments

The State shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's

action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in **§15(A)(i)**.

iii. Payments

If this Contract is terminated by the State pursuant to this **§15(B)**, Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option **(a)** obtain for the State or Contractor the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Jeanne Smith
Department of Public Safety
Division of Criminal Justice
700 Kipling Street
Denver, CO 80215
jeanne.smith@state.co.us

B. Contractor:

Name and Title of Person
Department Name
Address 1
Address 2
Town, State Zip
Email

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Public Safety, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in **§20(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall be conform the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions,
ii. The provisions of the main body of this Contract,
iii. Exhibit A – Statement of Work
iv. Exhibit B – Allocation Option Letter,
v. Exhibit C – Reallocation Option Letter,
vi. Exhibit D – Resolution, ordinance or statute authorizing the Contractor to enter into an agreement with the State to provide community correction services,
vii. Exhibit E – Colorado Community Corrections Standards,
viii. Exhibit F – Community Corrections Month-End Expenditure Form,
ix. Exhibit G – Colorado Community Corrections Administrative Expenditure Summary Form,
x. Exhibit H - The Community Corrections Risk Factor Analysis.
xi. Exhibit I – Basic Operational Requirements of Community Corrections Providers.

J. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

K. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

M. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Contracts except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the Subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09

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22. SIGNATURE PAGE

Contract Routing Number #68057

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR **INSERT-Legal Name of Contractor** By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual _____ *Signature Date: _____	**STATE OF COLORADO** **John W. Hickenlooper, Governor** Department of Public Safety Stan Hilkey, Executive Director _____ By: Jeanne Smith, Director Division of Criminal Justice Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules Date: _____
2nd Contractor Signature if Needed By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual _____ *Signature Date: _____	**LEGAL REVIEW** Cynthia H. Coffman, Attorney General By: _____ Signature –Assistant Attorney General Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Department of Public Safety

Date: _____

EXHIBIT B

STATEMENT OF WORK

I. Responsibilities of the Contractor:

A. Approval. The Contractor shall ensure that the community corrections services are provided through programs approved by the local community corrections board in their jurisdiction and operating pursuant to CRS §17-27-101 *et seq.* and CRS §18-1.3-301, as amended.

B. Subcontract.

1) The Contractor may subcontract for community corrections services with any private agency or unit of local government for the purpose of rendering Services to offenders, provided, however, that any Subcontractors shall agree to comply with the terms and provisions of this Contract and all applicable sections of CRS §17-27-101 *et seq.* and CRS §18-1.3-301, as amended. The Contractor shall include all requirements of this Contract in all subcontracts with Subcontractors.

2) Contractor shall provide copies of all subcontracts to the State within ninety (90) days following the beginning of the State fiscal year or within ninety (90) days following the addition or replacement of a new Subcontractor. No payment shall be authorized unless the appropriate subcontract has been executed and the Services specified in the approved subcontract have actually been provided.

3) Contractor shall be responsible for all Subcontractor performance obligations even if the State is contracting directly with a community corrections program that provides services and supervision for offenders.

4) The Colorado Community Corrections Risk Factor Analysis published pursuant to C.R.S. §17-27-108(2)(b)(II)(B) is attached to this contract as Exhibit "H", and is incorporated by reference.

5) In each Contract year, the State shall publish and transmit to Contractor the revised Risk Factor Analysis.

6) Except as otherwise provided in subsections 7) and 8) below, the Contractor shall not disburse any funds allocated pursuant to this Contract for Services rendered by any community corrections program or provider at any location that has been designated as a "Level 1" program or provider pursuant to the two most recently revised Risk Factor Analysis publications.

7) The Contractor may still disburse funds pursuant to this Contract to a "Level 1" program or provider if:

   (a) the program or provider has been operating at its current location for less than 24 months, or

   (b) the program or provider has not had at least one full performance audit or at least one follow-up performance audit within the 12 months preceding the publication of the most recently revised Risk Factor Analysis, or

   (c) the Contractor has the written consent of the State to continue to disburse funds to the "Level 1" program or provider. The Contractor shall be required to show cause that funding the program or provider is in the best interest of the State of Colorado and local community.

8) Notwithstanding any other provisions of this Contract, the Contractor shall withhold the disbursement of funds to any new program or provider situated at the same physical location as a "Level 1" program or provider unless and until:

   (a) the State concurs in writing that the new program or provider is under new ownership or management, and

   (b) an initial performance audit of the new program or provider by the State demonstrates that such new program or provider is likely to meet or exceed the performance levels necessary for subsequent Risk Factor Analysis designation as a "Level II," "Level III" or "Level IV" program or provider.

9) Notwithstanding any other provision of this Contract, the State may, on an emergency basis after appropriate inquiry, designate any program or provider receiving funds pursuant to this Contract ineligible to continue to receive such funds when the State in its sole discretion determines either:

   (a) that the current operation of the program or provider constitutes an imminent and significant threat to public safety; OR

   (b) that the program or provider has demonstrated neglect, reckless disregard, or inability to sustain compliance with the Colorado Community Corrections Standards.

10) Designation of ineligibility to continue to receive funds pursuant to section 9) above shall be made with the written concurrence of the Executive Director of the Department of Corrections, the Executive Director of the Department of Public Safety and the State Court Administrator, or their designees.

11) The designation of ineligibility to receive funds shall continue until the State finds that any imminent and significant threat to public safety has abated and is not likely to recur.

12) The designation of ineligibility to receive funds shall not prohibit payment for Services already rendered as of the date of the designation.

C. Standards. The Contractor shall ensure that its Subcontractors meet, maintain and comply with all applicable guidelines or standards as provided in CRS §17-27-101 *et seq.*, and Section 18-1.3-301, as amended, and the "Colorado Community Corrections Standards", as revised or amended, attached hereto and marked as Exhibit "E" and incorporated herein by reference. Non-compliance with such Standards may result in one or more of the following:

1) Reduction of Contract Funds as specified in the Allocation Option Letter, through issuance of a Reallocation Option Letter.

2) Implementation of a corrective action plan developed in conjunction with a professional consultant with subject matter expertise in Colorado community corrections. The Contractor and the State must agree on the selection of a consultant . The consultant shall serve at the expense of the program or provider or Contractor.

3) Implementation of an increased staffing pattern that ensures adequate offender supervision and provision of Services.

4) Cessation of offender placements in the program.

5) Execution of a competitive bid process, coordinated with the local community corrections board, to consider alternate program providers.

6) Cancellation of this Contract.

7) Cancellation of the relevant subcontract.

D. Annual Description of Services. The Contractor shall require its Subcontractors (programs or providers) to submit to it an annual plan to achieve compliance with the Colorado Community Corrections Standards for the provision of Services to 1) offenders referred by the Department of Corrections (DOC), 2) offenders sentenced and referred by State Judicial Branch (SJB), 3) offenders referred by the State Board of Parole, as a Condition of Parole or 4) offenders referred by the SJB pursuant to Section 19-2-907(1)(b), Section 19-2-908, and Section 19-2-910, C.R.S. as amended. The annual plan shall also include the providers' plan to implement a specific model of programs and practices, the efficacy of which are supported by professional research and evidence, and to maintain fidelity to that model. If the Contractor and the provider are the same entity (i.e. there is no Subcontractor), the annual plan shall be submitted to the State for approval and monitoring.

E. Conformance with Law: The Contractor and its Subcontractor(s) shall at all times during the term of this Contract adhere to all applicable federal laws, state laws, local laws, health, safety, fire, building, and zoning requirements as they currently exist and may hereafter be amended. Without limitation, these laws and regulations include:

1) *Victim Rights Act.* The Contractor shall ensure that its Subcontractors comply with Section 24-4.1-302.5, Section 24-4.1-303 and Section 24-4.1-304 C.R.S., as amended, commonly known as the Victim Rights Act, and enabling legislation.

2) *Americans with Disabilities Act.* The Contractor shall ensure that its Subcontractors comply with all applicable titles of the Americans with Disabilities Act (Public Law 101.336) and submit documentation as required by the State to demonstrate compliance with this Act. The Contractor shall ensure that Subcontractors demonstrate compliance by ensuring that their Services are both architecturally and programmatically accessible

3) *Prison Rape Elimination Act.* The Contractor shall ensure that its Subcontractors comply with community confinement standards of the Prison Rape Elimination Act (United States Department of Justice - DOJ 28 CFR Part 115).

F. Client Files. The Contractor shall ensure that its Subcontractors maintain individual files for each offender participating in their program as required by DOC/SJB rules and regulations. The individual files shall be maintained in a secure area, in a locked file cabinet or safe. Such files and criminal history records shall be maintained and disseminated pursuant to federal and State regulations.

G. Reports. The Contractor, and its Subcontractors, shall provide timely, prompt, and accurate reports as are or may be required by the State, DOC or SJB during the term of the Contract, which include but are not limited to statistical reports, caseload data, and required entries into the Community Corrections Information and Billing computer system. Survey Questionnaires and other records documenting the types of Services provided and the identity of the individual offenders receiving such Services. Computerized termination forms and related offender data must be completed by program staff, as prescribed by the State, for each offender served, and shall be completed in accordance with the requirements of the State.

H. Fugitive Reporting System. Pursuant to CRS §17-27-104(11), the Contractor shall ensure that its Subcontractors will report any apparent escape of any offender funded pursuant to this Contract in the manner prescribed by the State.

I. Supervision of Offenders. The Contractor shall ensure that its Subcontractors provide 24-hours-a-day, seven-days-a-week staff supervision of the offenders assigned to the residential facility, as specified in the "Colorado Community Corrections Standards".

J. Method of Billing. The Contractor shall bill the State for Services provided in such form and in such manner as the State may require.

1) The *billing period* shall include the first day of each month through to the last day of each month.

2) The Contractor shall submit invoices to the State no later than the 15th day of the month following the end of each *billing period* or as required in Subsection J(4) below.

3) Contractor shall submit invoices through the Community Corrections Information and Billing system or, at the direction of the State, on a Community Corrections Billing form provided to the Contractor by the State for that purpose. The State reserves the right to modify billing procedures.

4) The Contractor shall send the Colorado Community Corrections Month-End Expenditure Form, sample form attached hereto and incorporated by reference as Exhibit "D", within thirty (30) days of the end of each month.

5) The Contractor shall report the total billable program costs to the State within five (5) days after the end of each fiscal year. The State may require the Contractor to provide an estimate of final year-end expenditures any time within sixty (60) days prior to the end of each fiscal year.

6) The Contractor agrees to attempt to expend funds in an approximately equal amount each fiscal quarter, unless otherwise authorized by the State. If actual quarterly expenditures are less than the quarterly advance by more than twenty percent (20%), the State may reduce subsequent quarterly payments accordingly.

K. Additional Services. The Contractor and its Subcontractors must obtain prior written approval from the State before providing any additional billable Services or evaluations not provided for by the terms and conditions of this Contract. If Contractor bills for Services in excess of the maximum total payment as described in the Allocation Option Letter, or any subsequent Reallocation Option Letter, the State shall not be liable for reimbursement of such excess Services. Should additional Contract Funds become available, the State may, at its own option, choose to reimburse Contractor beyond the amount specified in an Allocation Option Letter, by means of a Reallocation Option Letter in form substantially equivalent to Exhibit "C".

L. Reimbursement by Client.

1) *Subsistence* - The Contractor shall inform Service providers and programs that they may charge each offender participating in a community corrections program the reasonable costs of the Services to the extent that they are not covered by State payments made pursuant to annual legislative appropriations for subsistence support of offenders. The annual subsistence maximum fee is set annually by the State General Assembly. Such charges may

be, but are not required to be, charged on an ability-to-pay basis. Each offender shall be issued receipts for any such charges collected by Contractor or its Subcontractors. Offenders shall not be charged subsistence fees while in jail or in the hospital.

2) *Additional Program Fees* - Any fees assessed to offenders in excess of the amounts listed in the annual legislative appropriation for subsistence must be approved in advance by the State and the local community corrections board. This requirement does not apply to voluntary and incidental expenditures by offenders that do not constitute fees universally assessed to all offenders.

M. Absence Due to Arrest. The Contractor shall ensure that its Subcontractors notify DOC/SJB immediately if they know an offender has been arrested and/or is in the custody of federal, state or local authorities. The State shall compensate the Contractor at full rate for the day the offender is arrested, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for maintaining the availability of a bed during the offender's absence.

N. Unauthorized Absence. The Contractor shall ensure that its Subcontractors notify DOC/SJB, through the appropriate probation/parole officer, within two (2) hours after an offender is discovered to be absent from an approved location or activity without authorization. The Contractor or its Subcontractor shall keep the offender's bed available for a period not to exceed one (1) day during the offender's unauthorized absence if DOC/SJB notifies them that it does desire to have the bed kept available. The State shall compensate the Contractor at full rate only on the day the offender escapes.

O. Access to Medical Services. Policy and procedures of the Contractor and its Subcontractors shall specifically prohibit any restriction or constraint of offenders' movements or efforts to attend to their legitimate medical or dental needs. If a medical emergency occurs, the Contractor shall ensure that its Subcontractors immediately notify the referring State agency. The State shall compensate the Contractor at the full rate for the day on which an offender is placed in a hospital, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for holding a bed available during the hospitalization of an offender.

P. Emergency Disaster Management Plan (EDMP). The Contractor shall develop and maintain, with its Subcontractor(s), an Emergency Disaster Management Plan that provides a contingency response in the event of a disaster or other emergency for all residential and non-residential offenders under the supervision of Contractor or its Subcontractor(s). The EDMP plan shall include a specific plan for registered sex offenders that is consistent with conditions of sex offender supervision and registration requirements. The EDMP shall provide a plan for transportation, housing, and supervision of offenders in the event of fire, flood, weather event, mandatory evacuation or other man-made or natural disaster.

Q. Notification of Ownership Changes (Governmental Entities Exempt).

1) The Contractor shall ensure that it and its Subcontractors notify the State in writing within thirty (30) days after becoming aware that a change in a Subcontractor's ownership has occurred, or is certain to occur.
2) The Contractor shall ensure that its Subcontractors:

   (a) Maintain current, accurate and complete inventory records of assets and their costs;

   (b) Provide the State or the State's designated representative ready access to such records upon reasonable request;

   (c) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each change in Contractor's or Subcontractors' ownership change; and

   (d) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before and Contractor or Subcontractor ownership change.

3) The Contractor shall include the substance of this Section I.Q in all subcontracts under this Contract with non-governmental Subcontractors.

II. Responsibilities of the State:

A. Payment for Services.

1) The State agrees to advance funds on a quarterly basis to the Contractor in accordance with the schedule in each Allocation Option Letter (Exhibit "B"), subject to compliance with the provisions of the Contract, and subject to amendment by any subsequent Reallocation Option Letter, in form substantially equivalent to Exhibit "C".

2) During the term of the Contract, upon receipt of proper invoices from the Contractor as provided in Subsection I.J. above, the State shall offset advances and pay the remainder due up to the maximum total payment as specified in each annual Allocation Option Letter (Exhibit "B") as amended by any subsequent Reallocation Option Letter (Exhibit "C").

3) The State will not allocate Contract Funds to Contractor for the first day of an offender's participation in a program, but shall allocate Contract Funds to Contractor for the last day of an offender's participation therein. The day an offender transfers from residential to non-residential status, the State will allocate Contract Funds to Contractor at the residential daily rate, but shall not allocate such funds for non-residential expenses. The day an offender transfers from non-residential to residential status, the State will allocate Contract Funds to Contractor for Non-Residential expenses, but shall not allocate such funds for the residential daily rate.

4) The State may allocate Contract Funds to the community corrections board, or the unit of local government that established the board (the "Board"), up to five percent (5%) of the total original Allocation Option for administrative purposes, contingent upon the availability of Contract Funds pursuant to annual legislative appropriation for board administrative funds. On and after July 1, 2014, through June 30, 2015, the Board shall be allocated up to five percent (5%) of the total original Allocation Option for administrative purposes. On and after July 1, 2015 and through the remaining Contract term, the Board Allocation Option for administrative funds shall be dependent upon the prior year's performance as measured herein. The Board may opt to perform any or all of the following functions to be eligible to receive the administrative funds:

(a) Type 1 Boards shall be eligible for allocation in the amount of up to three percent (3%) of Contract Funds upon performance of the following services and functions:
   (i) Screen offender referrals for placement in a residential community corrections facility.
   (ii) Administer contracts with approved service providers
   (iii) Administer payments to Subcontractors

(b) Type 2 Boards shall be eligible for allocation in the amount of up to four percent (4%) of Contract Funds upon performance of the following services and functions:
   (i) All Type 1 board services and functions, AND
   (ii) Provide staffing support for local boards to conduct regular business and screening functions
   (iii) In coordination with State and local agencies, monitor community corrections programs within the jurisdiction of such Board with each of the following:
      1. Respond to and investigate complaints, critical incidents, or citizen inquiries
      2. Oversee compliance with federal, State and local standards
      3. Provide written reports of program compliance with the Colorado Community Corrections Standards using a state-approved audit process
      4. Enforce provider corrective action plans to achieve compliance with Standards
   (iv) Educate and train communities and local officials or criminal justice agencies about community corrections structure and programming
   (v) Collaborate with State agencies to improve and advance community corrections programming
   (vi) Enforce compliance with the Victim's Rights Act and coordinate victims assistance
   (vii) Provide formal education and training to Board members
   (viii) Provide an annual written report to the State that documents the frequency and measurements of the above administrative functions

(c) Type 3 boards shall be eligible for allocation in an amount up to five percent (5%) of Contract Funds, contingent upon available appropriations of administrative funds, upon demonstration of the following services and functions:
   (i) All Type 1 board services and functions, AND
   (ii) All Type 2 board services and functions, AND

(iii) Provide, facilitate, or coordinate formal implementation planning, training, technical assistance, and fidelity measurement in order to implement specific and identifiable evidence based practices and programs in residential, non-residential, or specialized programs

(iv) Provide an annual written report to the State that documents the frequency and measurements of the above administrative functions

(d) Contractors shall keep financial records documenting the receipt and expenditure of all Contract Funds and maintain these records for a period of seven (7) years following the Contract term.

(e) Semi-annual reports summarizing each quarter's administrative expenditures within each category shall be provided to the State no later than January 31 and July 30 of each year. The Contractor shall submit additional expenditure reports if requested by the State. The Contractor shall use the Colorado Community Corrections Quarterly Administrative Expenditures Summary form, attached hereto and incorporated by reference as Exhibit "G".

(f) The Contractor or employees of the Contractor who have responsibility for receipt and/or disbursement of funds under this Contract shall be bonded or insured to the value of the total allocation in provided in each Allocation Option Letter (Exhibit "B"). Contractor shall forward documentation of such bonding or insurance to the State prior to the disbursement of any Contract Funds.

5) The Contractor shall use no more than three percent (3%) of its total residential diversion allocation for condition of probation clients. Condition of probation clients are offenders placed in a community corrections program by the sentencing court as a condition of probation pursuant to CRS §18-1.3-202. The State may waive or modify this allocation limitation, in all or in part, upon written request by the Contractor.

6) The State must review and approve in advance any transfer of Contract Funds by the Contractor between line items listed in an Allocation Option Letter (Exhibit "B"), except that the Contractor may transfer up to ten percent (10%) of such Contract Funding between the line items without such prior approval.

7) The Contractor may request Contract Funds to supplement the allocations under this Contract under circumstances defined by the Office of State Planning and Budgeting. All requests for supplemental Contract Funds are subject to review by the executive and legislative branches of the State, and are subject to the provisions of the Reallocation Option Letter (Exhibit "C") that the State would issue upon approval of the request.

8) The State Legislature may authorize allocation of Contract Funds for additional programmatic funding.

B. Payment for Travel. The State shall reimburse the Contractor for travel at the rate allowed by State Fiscal Rules, when such travel is requested by DOC or approved by the State for the purpose of transporting offenders. The Contractor agrees that DOC shall coordinate all travel to DOC correctional facilities prior to the State reimbursing the Contractor therefor. The Contractor shall provide the State with monthly travel reports setting forth the date of travel, mileage, destination and offenders transported. Reimbursement for mileage shall be made from the residential transition allocation listed in the Allocation Option Letter (Exhibit "B"). Payment shall be per trip, not for each individual offender.

C. Payment for Leave of Absence. The State shall pay for the following leaves of absence at the full residential per diem rate, when authorized and approved by DOC or SJB:

1) "Pass or furlough" based on a privilege to leave the facility to an approved location for up to forty-eight (48) hours.

2) "Off-grounds leave" for the purpose of conducting a hearing or assessment regarding the continuation of the offender's residence in community corrections, up to a maximum allowable period of three (3) days.

3) "Emergency leave" caused by and limited to a serious life-threatening or death incident in the offender's immediate family, up to a maximum period of seven (7) days, to be reimbursed at fifty percent (50%) of the regular residential per diem rate.

Noncompliance. The State agrees to allow the Contractor thirty (30) days within which to correct or justify breaches of this Contract, following a notice of non-compliance, unless there is an immediate risk to public safety. If the identified breaches are unresolved within the thirty (30) day period, the State may implement any remedy provided for under any applicable provisions of this Contract.

EXHIBIT C

Basic Operational Requirements of Community Corrections Providers

ADMINISTRATION AND PERSONNEL

Legal Entity

The public or private agency operating a community corrections program shall be a legal entity or part of a legal entity. The administrators shall maintain a file at the local headquarters of the agency that includes current documentation as follows:

a) Public Agencies
   1) The executive or legislative order of the unit of local government designating the agency as a community corrections program.
   2) An organizational chart indicating the agency's position within the local government and a listing of the administrative officer(s) authorized to act as the legal agent(s) of the agency.

b) Private Agencies
   1) Certificate and articles of incorporation
   2) List of the Board of Directors
   3) Corporate bylaws and names of officers authorized to sign contracts or authorize expenditures.
   4) All documentation pertaining to the Standards

Fiscal Practices

The administrators shall manage the program's fiscal affairs with written policies and procedures and established practices that employ recognized accounting procedures to control and record the receipt, maintenance and dispersal of funds associated with operation of the program including all client subsistence, savings and restitution accounts.

Independent Financial Audit

Programs shall submit to the DCJ a complete independent financial audit report conducted by a Certified Public Accountant, licensed to practice in Colorado. These reports shall be submitted every third year, on the schedule established by the DCJ. New programs shall submit a complete independent financial audit report after the first year of operation and shall then follow the financial audit schedule established for all programs. New programs may request a waiver of the second financial audit if such audit would be due in less than eighteen months from the completion of the first audit. Offender funds, if maintained by the program, shall be included in the scope of the independent financial audit.

Independent financial audits may be required more frequently by individual contracts between the DCJ and programs and/or if otherwise requested by the DCJ. Such audits may be required more frequently by subcontract between programs and their local community corrections board.

Independent financial audits shall include any auditors' findings or recommendations communicated to the program or its parent corporate entity as the result of such audits.

While DCJ generally does not require submission of any management letter provided to the program in conjunction with the independent financial audit, programs are expected to provide DCJ any portion of this letter relevant to DCJ funding. However DCJ reserves the right to request the management letter in its entirety at its discretion. If the community corrections program is operated as a unit of government by or by a larger corporate entity, a segment audit or review may be required by the DCJ and/or local community corrections board. A compilation of internally prepared financial statements will not be considered to be in compliance with this Standard.

Insurance Coverage

The administrators shall maintain proof of insurance coverage at levels no less than those required in state contracts at the local program or agency headquarters. Written policies and procedures shall govern the confidentiality of employee medical records in accordance with current state and federal law. Employee medical records shall be maintained in a separate individual file.

Policies and Procedures

The program shall maintain a current policy and procedure manual, readily accessible by all staff, that describes the purpose, philosophy, programs and services, and operating procedures of the program. The manual shall address all requirements, programs, or services delineated by these Standards. The program shall operate in accordance with this manual and all staff shall be familiar with its contents. The manual shall be reviewed at least annually by the governing authority or program administrator, and updated when necessary. The program shall outline a system to ensure that changes in program policies and procedures are reviewed, prior to their implementation, with any state agency or local community corrections board that will be affected by the change.

Victim Rights Act Compliance

Any program supervising offenders serving a sentence for any of the offenses listed within the Victim Rights Act (VRA) must conform to the requirements of the Colorado Revised Statutes, as amended, on victim notification requirements. The program shall determine whether any victims have requested notification under the VRA.

All victim-related documentation shall be kept in a separate confidential file.

DNA Testing

The program shall comply with the DNA testing requirements as specified by Colorado Revised Statutes, as amended.

Community Corrections Information and Billing (CCIB) System

The program is responsible for entering complete and accurate offender information into the Community Corrections Information and Billing (CCIB) system. All data shall be entered in accordance with contract and sub-contract requirements. Data must be entered into CCIB within 5 weekdays (including holidays) of the offender's arrival at the facility. Offender movements (e.g. jail, hospital, etc.) must be entered into CCIB within 5 weekdays (including holidays) of the movement. The offender record must be terminated and completed within 30 days of the discharge date. Corrections to offender records impacting bills already processed must be approved in writing by the appropriate

community corrections board and the DCJ Office of Community Corrections.

Organized Information

The program shall have policies, procedures and established practices that ensure all program documentation is legible, accurate and systematically filed using an organized system of information collection, retrieval and review. All records, printed or electronic, shall be available upon request, for review by referral and oversight agencies. Program documentation shall be signed and dated in accordance with relevant *Standards*. The signature can be original or documented via electronic means (electronic signature and/or biometric verification). Electronic signatures and biometric verification methods must be secure and auditable. The program's Information Technology System (ITS) shall have a backup system to ensure data retention and availability in accordance with contract requirements.

Offender Medical Emergencies

The program shall have written policies and procedures and established practices that direct staff response to offender medical emergencies.

CPR and First Aid Training

All security staff shall be certified in emergency first aid and CPR within the first 90 days of employment and shall maintain certification throughout the term of their employment. The program shall have at least one staff member on duty at all times who is certified in emergency first aid and CPR.

Isolation of Offenders

The program shall have written policies and procedures and established practices that direct the isolation and observation of offenders who are intoxicated or under the influence of controlled substance(s).

Assistance by Law Enforcement

The program shall have written policies and procedures and established practices for the assistance of law enforcement by staff, pursuant to current state statutes and standard rules of evidence. Policies and procedures shall also establish the requirement to contact law enforcement agencies in case of an emergency and/or upon discovery of criminal conduct.

Disruption of Normal Work Routines

The program shall have written policies and procedures and established practices that govern program response to work stoppages, natural disasters, or other disruptions of normal work routines. "On-call" staff must be able to respond to the facility within 30 minutes. Programs shall have a relocation and evacuation plan that has been approved by the appropriate Community Corrections Board, Division of Criminal Justice, and Office of Community Corrections, and referring agencies.

Transport of Offenders

The program shall have written policies and procedures and established practices that govern the transportation of offenders by program staff. The transportation of offenders in personal vehicles is prohibited unless the program provides insurance for such transportation.

FACILITIES

Building Codes and Zoning

The program shall remain in compliance with all applicable building codes and zoning requirements. Proof of compliance shall be kept on file at each program location.

Fire Inspections

The program shall comply with the regulations of the fire authority having jurisdiction. Compliance shall be verified by an annual inspection by the local fire department that provides suppression services. In the event the local authority having jurisdiction does not provide fire code inspection services, the program shall obtain an annual fire safety inspection from a Colorado certified fire safety inspector. Proof of compliance shall be kept on file at each program location.

Many areas of the state are protected by volunteer fire departments that may not have qualified fire inspectors. In areas of the state where there are not certified inspectors, the Colorado Department of Public Safety, Division of Fire Safety can conduct fire safety inspections at the request of the local authority having jurisdiction on a fee for service basis. The Division of Fire Safety also maintains a listing of Colorado certified fire safety inspectors.

Fire Sprinkler and Fire Alarm System

The residential program shall maintain an automatic sprinkler system, where required by the local building code. The residential program shall have a fire protection alarm system and an automatic smoke detection system that is approved by the authority having jurisdiction. All system elements shall be tested on a quarterly basis; adequacy and operation of the systems are to be approved by a state fire official or other qualified authority annually. Written documentation shall be maintained at the facility.

Mattresses and Pillows

The residential program shall provide flame-retardant mattresses and pillows in good condition. Documentation indicating compliance with fire and safety requirements must be maintained.

Hazardous Materials

The program shall store all flammable liquids and hazardous materials (paint, cleaners, adhesives, etc.) in their original containers and away from kitchen and dining areas, furnaces, heaters, sleeping and high traffic areas.

Fire Drills

All program locations shall conduct random emergency evacuation fire drills at least once quarterly. Documentation of these drills shall be maintained at each program location. Documentation shall include the following: time, date, staff initials, number of participants, response time and comments.

First Aid

Program staff shall have immediate access to a first aid manual and appropriate medical supplies.

Health and Sanitation

The program shall comply with all health and sanitation codes of the jurisdiction having authority. Written reports of inspections by state and local authorities shall be maintained at each program location. In the event there are no local city and/or county codes applicable, state codes will prevail. In the event that no local or state codes are applicable, appropriate national codes shall be applied.

OFFENDER SERVICES

Case Records

The program shall have written policies and procedures and established practices that govern the confidentiality of case records and shall address, at a minimum, offender access to records, staff access, and release of information to third parties. Offender records shall be maintained in accordance with federal and state laws.

Release of Information

The program shall have written policies and procedures that govern the release of information to third parties. The program's "Release of Information Form" shall address circumstances under which releases are permitted and restrictions on the type of information to be released. Staff and agents of the program shall have clear instructions on the release of information to third parties.

The structure and identification of information to be placed on the form includes, but is not limited to:

a) Name of person, agency or organization requesting information
b) Name of person, agency or organization releasing information
c) The specific information to be disclosed
d) The purpose or need for the information
e) Expiration date
f) Date consent form is signed
g) Signature of the offender
h) Signature of individual witnessing offender's signature

Copies of the consent form shall be maintained in the offender's file.

Secure Storage of Records

The program shall have written policies and procedures and established practices that provide for secure storage of all case records, logs, and records in accordance with contract requirements. Records must subsequently be disposed of in a manner ensuring complete confidentiality

Clinical Services

Department of Corrections Clients

For all DOC clients, clinical services delivered by an agency or person not employed by the community corrections program, shall be delivered by a DOC Approved Treatment Provider. Exceptions shall be approved by the supervising Community Parole Officer prior to treatment service delivery.

Sex Offenders

For all offenders required to complete sex offense-specific treatment under Colorado Revised Statutes or as ordered by the Court, services shall be delivered according to the Sex Offender Management Board (SOMB) *Standards and Guidelines for the Assessment, Evaluation, Treatment, and Behavioral Monitoring of Adult Sex Offenders as revised.* Treatment services shall also be delivered by a SOMB-Approved Provider. This may include providers that have formally submitted intent to apply for SOMB approval and that are in good standing with the Division of Criminal Justice, Office of Domestic Violence and Sex Offender Management based on the application process.

Domestic Violence Offenders

For offenders with domestic violence offenses, or for those who have been court-ordered to complete domestic violence offender treatment, treatment services shall be delivered according to the Domestic Violence Offender Management Board (DVOMB) *Standards for Treatment with Court Ordered Domestic Violence Offenders* and shall be delivered by a DVOMB-Approved Provider.

Mental Health Needs

For offenders with mental health treatment needs, clinical services shall be provided by a licensed mental health professional or a person under the supervision of a licensed mental health professional.

Substance Abuse

For offenders with substance abuse treatment needs, including DUI education and therapy, treatment services shall be delivered by a provider that is appropriately licensed by the Office of Behavioral Health (OBH). All treatment providers used shall be appropriately credentialed and specifically licensed for offender treatment at the modalities for which they provide services, including DUI Education or Therapy. Services may be delivered by a provider who is under a provisional license by OBH. Services shall not be delivered by a provider whose license has been put on probationary status by the OBH.

Limited Power of Attorney

A Limited Power of Attorney form, signed and dated by the offender and staff, shall govern the distribution of offender funds, if maintained by the program, in the event of escape in accordance with statute.

Child Support

The program shall have written policies and procedures and established practices that allow for the identification of offenders who have court-ordered child support obligations. At a minimum, the program will address the provision of information to offenders at the initial case management meeting regarding the process to modify court ordered child support. The program will be compliant with the procedures established by the DCJ and the Division of Human Services - Child Support Enforcement regarding the provision of offender information and employment status.

Definitions

Subsistence - An established fee the offender is charged by the program in order to reside in the residential facility. The annual subsistence maximum is set annually by the General Assembly through a footnote in the Long Bill.

Condition of Probation Clients - Colorado Revised Statute allows offenders who are sentenced to probation to be placed in a community corrections program for stabilization and more intensive supervision if they are at risk of probation revocation. CRS 18-1.3-301 provides "The sentencing court may also refer any offender to a community corrections program as a condition of probation pursuant to section 18-1.3-202. Any placement of offenders referred as a direct sentence or as a condition of probation shall be subject to approval pursuant to section 17-27-103 (5), C.R.S., and section 17-27-104 (3), C.R.S."

EXHIBIT E

ARTS Haven and Peer I
TC SCOPE OF WORK

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SECTION 1: BACKGROUND

The Therapeutic Community (TC) for the treatment of drug abuse and addiction has existed for nearly 50 years. The Modified Therapeutic Community (MTC) for individuals with co-occurring disorders is listed in the SAMHSA Registry of Evidence-based Programs and Practices. Substance abuse treatment and specifically TC programs, relapse prevention programs and cognitive-behavioral interventions have been cited as particularly important to improving the success of offenders following release from prison (Aos et al., 2006; Colorado Division of Criminal Justice, 2008; Taxman, 2004). Additionally, the TC offers many different evidence-based modalities including Cognitive Behavioral Therapy, trauma informed groups, and dialectic behavioral therapy.

For three decades, NIDA has conducted several large studies to advance scientific knowledge of the outcomes of drug abuse treatment as typically delivered in the United States. These studies collected baseline data from over 65,000 individuals admitted to publicly funded treatment agencies. They included a sample of TC programs and other types of programs (i.e., methadone maintenance, out-patient drug-free, short-term inpatient, and detoxification programs). Data were collected at admission, during treatment, and in a series of follow-ups that focused on outcomes that occurred 12 months and longer after treatment. These studies found that participation in a TC was associated with several positive outcomes. For example, the Drug Abuse Treatment Outcome Study (DATOS), the most recent long-term study of drug treatment outcomes, showed that those who successfully completed treatment in a TC had lower levels of cocaine, heroin, and alcohol use; criminal behavior; unemployment; and indicators of depression than they had before treatment. Even those who completed a portion of TC treatment showed significant improvement, if they were in treatment for at least 90 days.

The TC approach is often referred to as "community as method" as it is grounded in the Social Learning Theory. Social Learning Theory is described as the "growing up", or maturing of the clients. The social functioning, education/vocational skills, and positive community/family ties of many of these individuals have been eroded by their substance abuse and criminal behaviors. For them, recovery involves **rehabilitation**—relearning or re-establishing healthy functioning, skills, and values as well as regaining physical and emotional health. Other TC residents have never acquired functional life-styles. For these people, the TC is usually their first exposure to orderly living. Recovery for them involves **habilitation**—learning for the first time the behavioral skills, attitudes, and values associated with socialized living. Living within a TC environment for a significant period of time gives them the opportunity to practice, develop, and internalize these skills before they return to living in society using didactic learning techniques (discussions, seminars) and social learning techniques (positive peer culture, role modeling, and learning by experience).

TC's are long-term intensive residential programs for the treatment of severe substance use disorders, with a 9-12 month average length of stay. Those treated within a TC often also have other complicating issues including involvement with the criminal justice system, lack of positive social support, and co-occurring mental health diagnoses. The TC offers a drug-free residential setting that uses a hierarchical model of treatment stages that reflect increased levels of personal and social responsibility and uses peer influence to help individuals learn and assimilate social norms and develop prosocial skills. TC clients

interact in structured[1] and unstructured[2] ways to influence attitudes, perceptions, and behaviors associated with drug use. "Mutual self-help" means that all individuals within a TC assume responsibility for not only their own recovery, but that of their peers, as well, and they hold each other responsible for making meaningful life changes within the context of TC living. This peer support that is fostered in treatment continues even after the client's transition to aftercare in an Outpatient Therapeutic Community (OTC) setting.

Each TC client is expected to take personal responsibility for their community. Newer clients are expected to assimilate with the community norms, with senior clients in the client government acting as positive role models for behavior. Senior clients are expected to demonstrate healthy decision-making, abstain from former negative behaviors and attitudes, and provide support to newer clients to prevent clients from making poor decisions and falling back into destructive behaviors or attitudes. As a participant in the community, the resident in treatment is expected to adhere to strict and explicit behavioral norms and rules. It is important that clients fully embrace TC norms, procedures and rules in order for the community to run smoothly and be most effective in changing behavior and addressing clients' issues. Violation of cardinal rules (i.e., no sexual contact with other residents, no use of drugs or alcohol, and any physical violence or threats) may result in immediate discharge from the program.

In contrast, clients are expected to (1) practice and use common language and concepts of positive living throughout their stay; (2) participate in all household chores and duties, community give-back activities (e.g., going to nursing homes, food banks); (3) appear neat and clean at all times (i.e., showered, clean and pressed clothing); and (4) report their locations, schedule changes, out of house day appointments and emotional state of mind. The community status and location of client's whereabouts is tracked by program staff.

Clients have a program schedule that they must follow on a daily basis. Clients shall be on time for all program activities and fully participate in them. All TC clients are also asked to accompany each other during times when they leave the house, provide on the spot support at any time of the day (even during the night if a client is having a particular difficult time with a life situation), discourage each other from negative talk, and spend time with each other during their unscheduled spare time to discuss program tools, behaviors and issues (these are called **"dyads"** in the TC community)[3]. These peer support activities are important for building investment in the program and learning prosocial attitudes and behaviors. All activities whether facilitated by certified or non-certified staff are considered important therapeutic opportunities to promote individual change and long-term recovery.

SECTION 2: RESIDENTIAL FUNDING

The Department of Criminal Justice (DCJ) base rate supports room and board as well as services outlined in the Community Corrections Standards.

The DCJ Differential/Enhanced rate supports the Therapeutic Community milieu treatment and assists in supporting the five clinical contact hours specified in the behavioral health treatment rules and outlined in the scope below. However, the TC Differential/Enhanced rate does not cover the full cost of the comprehensive clinical services provided within the TC. As one example, ARTS utilizes special funding

[1] Structured refers to structured program activities including learning activities and work assignments, encounters and peer group processes, scheduled personal time, various family and community meetings led by peers and/or staff.
[2] Unstructured refers to non-programmed time in the TC including free time for the clients to interact with their peers, out of house time, etc.
[3] Dyads are designed to discuss specific issues. This conversation may be held between two clients, client and staff, or client and family therapist.

to support an on-site vocational and GED coordinator to provide career assessment and job readiness courses.

Mental health services which include mental health individual therapy, psychiatric evaluation, psychotropic medication monitoring, and the medications themselves for Community Corrections clients are billed to the Correctional Treatment fund (HB1352) when indicated. These funds also cover specialized mental health groups that may be provided throughout the course of a client's treatment. This fund will only be billed when these services are in addition to the five clinical contact hours.

Community Corrections clients are charged a subsistence fee of $17 per day. Clients who successfully completed the prison TC's and transition from prison to either Peer I or the Haven pay $4 per day and DOC pays $13 per day. If this DOC funding is depleted before the end of the fiscal year, these clients will then be billed the full $17 per day. Rates provided here may be subject to change. Parole clients who are eligible for Special Connections Medicaid funding do not pay the subsistence fee due to the requirements of Medicaid.

In addition to daily client fees, the clients are billed for unfunded medical services; medical prescriptions or psychotropic medications that are not covered by the correctional treatment fund; off campus transportation; and other client incidentals.

SECTION 3: PHASES OF THE TC TREATMENT PROGRAM

Principle: Treatment within a TC is divided into three major stages. In order to move through each stage, clients must meet certain requirements and criteria around behavior change as well as commitment to and compliance with the TC, values, philosophy, and concepts.

Phases:

1. Stage 1 (Induction and early treatment): Within the first thirty days, the client participates in an orientation phase to assimilate into the TC; learns new policies and procedures; establishes trust with staff and other residents; initiates a personal assessment of self, circumstances and needs to begin to understand the nature of their addiction; and commits to the recovery process. Staff and senior clients teach new clients about TC concepts[4] and other topics such as: addiction, feelings, family dynamics, and Principles over Personalities (POP)[5]. Clients have an opportunity to start practicing the TC tools [6] and demonstrating their knowledge of the tools. Clients also write papers unveiling their criminal mask [7] and how the TC tools will help them achieve this. Topics of papers include but are not limited to: "What did support mean to me in the past and what does support mean to me now"; and "My criminal mask and how it has been destructive to me". Clients also meet weekly with their counselors and attend group therapy as outlined in this scope of work.

2. Stage 2 (Intensive Treatment Stage): The intensive treatment stage can last up to six to nine months and includes a structured model of progression[8] through increasing levels of pro-social attitudes, behaviors and responsibilities. During this stage, the client participates in individual counseling and a

[4] These are basic concepts and structured ideas about a TC that all clients have to learn and discuss, that form the foundation of a TC. Concepts are based on the idea that severe addicts have similar personality trait such as: anxiousness/self-doubting, impulsive, deceiving, etc.
[5] POP is a concept that reflects program goals and values that are associated with the notion of "Right Living"
[6] Tools that confront issues and negative behaviors such as learning assignments-pull ups, haircuts, trims, dyads, peer feedback groups, etc. All of these TC tools are described in this scope of work.
[7] A false front or expression of behavior; it's what the client wants you to see, the wall they hide behind, can be opposite to who they are.
[8] Structured model of progression means that for the client to move through phase, he/she must meet a set of documented criteria and commitments. These are available in the TC Program Manuals.

variety of evidence-based group therapies and other TC specific group activities (e.g., process and sensitivity groups) to address their issues, including trauma in their past. TC tools (pull-ups, trims, monad, etc.) that confront, challenge, and/or provide feedback about negative behaviors are employed by staff and fellow clients on a daily basis. Using these tools, clients learn how to correct and improve upon behaviors, and demonstrate readiness for home and community re-entry. The concepts of "right living" (i.e., learning personal and social responsibility and ethics) and "acting as if" (i.e., behaving as the person should be rather than has been) are integrated into the TC groups, meetings, and seminars. These activities are intended to heighten awareness of specific attitudes or behaviors and their impact on oneself and the social environment

3. Stage 3 (Re-Entry): The re-entry stage, which lasts about 3-9 months, is intended to facilitate the individual's separation from the residential TC and successful transition to the larger society. Clients typically transition to this phase 9-12 months into treatment. Clients work on job readiness skills, continue to meet with their individual counselor at least once every seven days and participate in five clinical hours per week. Clients also become employed in this stage of treatment and pay toward treatment fees and restitution. Passes to leave the house for leisure and other activities are given to prepare clients to re-enter the community while they are still in a protective environment. Alcoholics Anonymous and Narcotics Anonymous often meet on site during TC treatment so that clients can start building networks outside in the community while they are still in treatment. TC clients are required to participate in outside support groups and to find mentors or sponsors. A TC graduate has to leave the program drug-free, employed, and financially stable. Upon completion of the residential phase, all clients are transferred to ARTS' Outpatient Therapeutic Community (discussed in detail below in "Continuing Care") located on the same campus as TC programs for continuing care services for the remainder of their legal sentence. Clients in the first phase of the outpatient program live in transitional living homes with their peers. Clients who fulfill their legal obligations during the course of the residential or outpatient treatment phase can voluntarily decide to continue involvement in either treatment component.

SECTION 4: STANDARD COMPLIANCE

Standards for the operation of a community corrections program can be found in the Colorado Community Corrections Standards (CCCS), Colorado Department of Public Safety, Division of Criminal Justice (effective August 1, 2010). The TC provider must, at minimum, conform to all applicable Standards in that publication, or any revised version.

Regulations for residential substance abuse treatment programs can be found in Behavioral Health Rules, Colorado Department of Human Services, Office of Behavioral Health. The provider must, at a minimum, conform to all licensing requirements and policies and procedures included in that publication, or any revised version. Only paid staff (or interns or volunteers who have been approved to provide services within our milieu setting; completed a background check and an orientation to the program and its operations; and are supervised on shift) will provide services to clients under these standards.

This Scope of Work is structured as though the provider is the sole or primary source for all clinical services. If any services are provided by an agency that is external to the contracted provider, it is the responsibility of the provider to assure that all requirements set forth herein are met.

SECTION 5: ASSESSMENTS, ADMISSION AND ACCEPTANCE CRITERIA

1. Admission Criteria: The TC considers the following populations for enrollment:

A. Diversion Clients
B. Transition Clients
C. Parolees
D. Probation
E. Self-referred
F. Involuntary Commitments referred by the Office of Behavioral Health and is not identified as a Community Correction client.

2. Prior to being admitted to the TC, each client shall participate in a comprehensive intake process administered by a TC designated intake staff person who is a Certified Addictions Counselor (CAC II) or higher, or Master's level clinician.

- Intake Application: Assessments are documented in the individual electronic record and at a minimum include all information as required by OBH standard 21.190.3 and include information regarding criminogenic needs and substance use disorder diagnoses. Intake staff use the American Society of Addiction Medicine Assessment Placement (ASAM) to assess clients across six dimensions and determines appropriate level of care. The ASAM also assists with the development of the initial treatment plan. The six dimensions assessed include: Acute intoxication and/or withdrawal potential; biomedical conditions and complications; emotional, behavioral, or cognitive conditions and complications; readiness to change; relapse continued use or continued problem potential; and recovery/living environment. The client must score at an ASAM III.5 level of care or have a clinically justifiable and documented override to the ASAM criteria in order to be accepted to a TC level of care.

- Substance Abuse Assessment: The TC shall use the Standardized Offender Assessment Revised (SOA-R) drug and alcohol assessments that are compliant with Community Correction Standard 6-090. In cases where a current or complete SOA-R battery of instruments is not made available by a referral agency, the TC shall administer these instruments within 7 business days of admission. SOA-R instruments include: Level of Supervision Inventory (LSI), Simple Screening Instrument-Revised (SSI-R), Adult Substance Use Survey-Revised (ASUS-R) and the Service/Treatment Recommendation Worksheet (TxRW). Clients that are scored on these assessments at a Level 4d meet the criteria for TC admission.

- The TC intake staff person shall assess level of motivation during intake/referral by assessing the client's readiness for change. This is often assessed through building a rapport with the client, completing the above assessments and scoring, meeting with clients in the county jails and the prison based TC's and observing their behavior, and providing direction to the client about following up with intake staff and assessing the clients follow-through. The TC has a right to refuse acceptance of an individual who does not demonstrate sufficient motivation to participate in a long-term program.

- Mental Health Screening: The TC screens all referrals for risk of mental health issues using the Colorado Criminal Justice Mental Health Screen – Adult (CCJMHS-A). The TC refers clients internally for mental health evaluations accordingly.

    - The TC shall make individualized determinations regarding the extent to which the TC program can effectively address the client's present needs for mental health services using available programming and appropriate staff.

- Medical/psychiatric staff shall complete a psychiatric evaluation, when clinically indicated. Ongoing psychiatric evaluations and medication management is completed at the professional discretion of the psychiatric service provider and is documented in the client's electronic record. These services are covered through community treatment funds. These services may also be referred out.

- The TC shall directly provide or refer clients to outside mental health counseling and therapy for co-occurring disorders and trauma (that cannot be maintained through milieu treatment alone), through the use of community treatment funds. Without this funding there is no reimbursement for mental health services within a TC. Program clients are responsible for paying for medications and mental health services that is not covered by the correctional treatment fund.

- Pregnancy Risk Assessment: The female gender-specific TC shall conduct a Pregnancy Risk Assessment as part of the intake process. If a woman is currently using substances or alcohol, is pregnant and meets the ASAM III.5 Level of Care, she is also considered eligible for the Haven Mother's House and will be a priority for placement.

3. Acceptance: TCs treat people/offenders with a range of substance use disorders who meet the ASAM III.5 Level of Care and who have completed the Standardized Offender Assessment – Revised.

    - Based on assessments conducted pre-intake, an individual must demonstrate motivation to participate in all aspects of the TC milieu and a willingness to stay in residential treatment for at least one year followed by at least one year of outpatient TC treatment, as it is an intensive treatment that requires a major lifestyle change.

    - The client must have been fully detoxed (substance free) before being admitted to the TC. No Detox services are offered at the TC.

    - The TC shall reject cases that do not meet their criteria and work with the referral agencies to recommend alternative placement for inappropriately referred clients.

4. Referral Documentation: As part of their admission and acceptance criteria, the TC shall require referring agencies to submit updated copies of the SOA-R instruments. The TC will request other referral documentation such as the Admission Data Summary, Institutional Histories, Medical and Mental Health Records, Computerized Felon Assessments, and Pre-sentencing Investigations (PSI) for DOC clients.

SECTION 6: GENERAL PROGRAM DOSE AND DURATION

1. Individualized Treatment Planning. The TC uses clinical assessments approved by OBH and DCJ as well as referral documentation gathered during intake to inform the client's Individual Treatment Plan.

    a. The assessments and referral documentation described above inform intake staff on how to develop an initial individualized treatment plan for the client. The initial treatment plan is completed within ten days after assessment per OBH standard 21.190.41.D. and addresses the client's immediate needs. A CAC II or higher, or Master's level clinician is responsible for writing the treatment plan for each client with their input based on the initial assessments described above.

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b. Within the first 30 days of admission, a CAC II or higher, or Master's level clinician shall meet with each client to complete the Addiction Severity Index (ASI) or another OBH approved instrument, and participate in re-assessments, as appropriate. More comprehensive treatment plans will be developed based on this evidence-based assessment that addresses identified needs. Plans will include TC interventions and plans that will be reviewed monthly to assess progress toward goals and update as needed.

c. A CAC II or higher, or Master's level clinician meets weekly (at least once every seven days, in accordance with OBH treatment rules) to monitor client's progress, problems, concerns, and assist the client in progressing through the client's treatment plan. These interactions are documented in the client's electronic record and should reflect areas of the treatment plan that the client is currently working on.

d. Clinical staff also provides documented and regular structured feedback to the clients regarding their levels of motivation and their progress towards treatment goals. Structured feedback most often occurs in individual weekly sessions or at the time of the monthly treatment plan review and progress report. Counselors meet with clients to review progress of treatment plans goals as well as changes in criminogenic needs and risks. New goals may be developed based on the client's progress or lack thereof. These meetings in which feedback has occurred shall be documented in treatment plan updates/reviews or by individual session notes in the electronic record.

2. Supervision Services: Unless otherwise specified in this section, supervision of offenders in TC programs shall be in accordance with applicable *Standards* within Sections 4-000 and 6-000 of the *Colorado Community Corrections Standards*.

3. Substance Abuse Testing: The TC is capable of testing for drug use with a system that complies with appropriate standards for accuracy and proper evidence handling. One urine drug screen will be required upon admission as specified in CCCS 4-100. At least one random documented full urine screen shall be performed each calendar week on each client. Unless specified differently herein, substance abuse testing procedures shall comply with sections 4-080, 4-090, 4-110, 4-120, and 4-140 of the CCCS.

4. Alcohol Abuse Monitoring: The provider will test for alcohol use with breathalyzer testing or another system that complies with appropriate standards for accuracy and proper evidence handling. At least one random documented screen for alcohol will be performed at a rate of no less than one (1) screen per every seven day period. Alcohol abuse monitoring shall comply with CCCS 4-130.

5. Direct Therapeutic Contact: No less than five hours per week shall be comprised of direct individual and/or group therapeutic contact. Groups must be process groups or evidence-based manualized curriculum groups. Per OBH, process groups (which also include peer feedback groups) may be counted towards clinical contact hours only when content is focused on individual treatment and recovery issues, is facilitated by a CAC II or higher or Master's level clinician, and has 12 or less clients in attendance. Individual therapy contact shall be completed within the first week of admission and with no more than seven days in between individual sessions. Individual sessions must be conducted by a CAC II or higher, or Master's level clinician and have a focus on treatment plans goals, criminogenic needs and progress.

Proprietary

6. Curricula: The TC uses several curricula described in detail below that are approved by the Office of Behavioral Health. Curricula shall include that which is cognitive-behavioral, evidence-based, gender sensitive or specific. In some cases, the curriculum addresses both substance use and criminal conduct in an integrated manner.

7. Gender-Responsive Services: In cases of treating female offenders, the provider shall maintain licensure endorsement for *Gender-Responsive Treatment in Substance Use Disorder Programs* from the Office of Behavioral Health. Accordingly, the provider shall comply with section 21.220 of the *Behavioral Health Standards.*

SECTION 7: CLINICAL STAFFING

TCs differ from other treatment approaches principally in their use of staff who are also in recovery and/or often graduates of a TC as key agents of change. **It is essential for TCs to have staff who are in recovery so they can serve as role models and mentors to the clients.** Treatment staff provides 24 hours of monitoring/supervision within a TC to ensure clients are safe and complying with program rules and regulations. We provide descriptions of our staff below; however staffing is subject to change.

1. Operations/Line Staff: Staffing of the TC program shall be in accordance with applicable *Standards* within the *Colorado Community Corrections Standards*. Additionally, overnight client/staff ratios shall not exceed 20:1 pursuant to section 21.210.57 of the *Behavioral Health Standards*. Operations/line staff maintain a secure and drug-free environment using pat downs; room and contraband searches; urinalysis (UAs) and breathalyzer screens (BAs); off-site verifications and visuals/head counts. Line staff monitor and adhere to Community Correction Standards and also assist counselors with transporting clients; contacting family clients and providing updates; assisting clients in obtaining necessary medical, dental, and mental health appointments; co-facilitating groups; and assisting clients with TC seminars, assignment of behavioral and learning assignments; monitoring of the government, and other duties as assigned. Operational/line staff is not typically credentialed. Thus, their work is not counted toward the five clinical contact hours without a CAC II or higher present during interactions.

2. Clinical Staffing: Clinical staffing of the TC shall be in accordance with section 21.20.1 and 21.210.57 of the *Behavioral Health Standards* such that clinical staff to client ratios for group therapy facilitated by a CAC II or higher or a Master's level clinician shall not exceed 12:1. The provider shall maintain staffing levels in accordance with the requirements of this contract. Clinical staff includes primary counselors who provide treatment planning, discharge planning and structured feedback, case management services as needed, facilitate groups, and provide TC interventions including learning and behavioral assignments. Clinical staff are also responsible for completing security and case management duties when applicable and adhering to and monitoring all Community Correction Standards. Clinical staff shall address criminal thinking and anti-social attitudes through behavior modification techniques. Clinical staff must meet with their clients at a minimum of every seven days per *Behavioral Health Standards*. All clinical interactions are documented in the individual's electronic record.

3. Mental Health Staff: The Haven has on-site mental health services. Mental Health counseling staff at the Haven shall be at minimum a Master's Level clinician who is supervised by a licensed clinician. Mental Health staff provide individual therapy and groups as needed for clients with current mental health needs. All interactions are documented in the client's electronic record. Mental Health staff are considered an integral part of the TC team. In addition to providing counseling services, the

mental health team may also address behaviors and criminogenic needs through direct feedback (such as trims and strokes) and/or learning experiences.

4. Psychiatric Staff: A Psychiatric provider (e.g., Psychiatric Nurse Practitioner, Psychiatrist or Addiction Fellow) provides all psychiatric evaluations and medication management for TC clients. It is possible that these services could be referred out if necessary. Psychiatric evaluations and medications for community correctional/diversion clients are paid for with the correctional health fund. Transition clients may be eligible for a voucher for psychiatric evaluations and medications if available.

All TC staff act as important role models in supporting the recovery of each client and are responsible for clinical documentation. Staff teach senior clients how to identify and problem-solve issues that are happening in the community and to report to staff all problems and difficulties. Staff is responsible for teaching clients how to engage in acceptable behaviors, learn and internalize TC goals, avoid negative behaviors and attitudes, and invest in the program through active participation in the activities. All clinical staff shall keep accurate notes and documentation. The TCs adhere to all OBH and DCJ documentation standards.

SECTION 8: STAFF SKILL TRAINING

Principle: Provide skill training for staff and monitor their delivery of services

A) Program-Specific Training: Staff shall be trained in the TC method and any structured interventions used. Documentation of training records shall be subject to audit/review and shall be maintained in personnel files.

B) Ongoing Training: Staff training shall be consistent with the requirements of relevant provisions of section 2-000 of the *GCCS*. Clinical staff training shall be consistent with the *Behavioral Health Standards*.

C) Staff Qualification and Competencies: The program shall recruit and maintain clinical staff clients who meet OBH regulations.

D) Clinical Supervision: The provider shall be responsible for documenting compliance with clinical supervision and/or consultation of all substance abuse clinical staff as required and defined by the Division of Regulatory Agencies - DORA (6CCR 1008-3). The frequency of clinical supervision shall be based on the education, experience, and skill level of the clinician in accordance with DORA requirements.

SECTION 9: WEEKLY INDIVIDUAL THERAPY AND CASE MANAGEMENT

1. Duration and Frequency: A counselor (a CAC II or higher, or Master's level clinician) provides individual counseling to an assigned client at least every seven days per Behavioral Health Standards for a minimum of 30 minutes.

2. Weekly Therapy and Case Management:

   a. Weekly therapy by a counselor consists of a review of the client's daily and weekly program participation, client's weekly reports of their recovery, problem areas, successful areas,

progress towards service plan goals, counselor notes and assessment results. Counselors use TC assignments to address behaviors, substance use disorders and criminogenic needs.

b. For the offender clients, the counselor discusses the client's progress toward their objectives and addresses problems that may be impinging on the offender's re-integration into the community.

c. Additionally, clients receive vocational case management and support as part of treatment. Vocational services are provided on-site by a Vocational Coordinator or are contracted out to a community provider based on the CCC standard 6-130. Each client receives a job readiness assessment per the CCC standards. Based on the scored assessment and determined level of job readiness needs, the client will complete a series of classes prior to being placed on "job search" status. Assessments, classes attended, and an individualized employment plan are documented and placed in the client's electronic record. Counselors also assist clients who want a GED in accessing GED basic adult education, preparation classes and testing.

d. Within the female gender-specific TC, a program staff person shall work closely with human services and child welfare agencies to unify families. Staff coordinates with county human services departments regarding transition plans, attends team decision-making meetings regarding placement and care of the children, transports clients to court appointments, provides updates to social workers, and monitors child visitations when appropriate. All family case management activities are recorded in the electronic record for each client.

e. Clinical notes shall contain information regarding progress towards treatment goals. In addition, they will note the duration, time of session, and date; assessment of the client's progress; and plan. Weekly summary notes are recorded in the electronic record and are completed by the counselor (CAC II or higher or Master's level clinician).

3. Progress Reports:

a. TC clinical staff shall provide the referring agency with immediate notification, followed by written reports within three working days, of significant problems that would jeopardize public safety or the offender's continuation in the TC program. Such major problems include, but are not limited to, new arrests, alcohol or drug use, PREA incidents or other behaviors that pose a risk to public safety. Such reports are in addition to any notifications required by the *Colorado Community Corrections Standards* or by contract.

b. The provider shall create a written progress report for all clients each month for the referral source regarding the client's behavior and progress toward therapeutic goals and objectives. The progress report shall be based on the ongoing clinical assessment, participation in treatment, and progress toward goals. These reports shall be shared with referral agencies by fax, mail or electronically upon request by the referring agency.

SECTION 10: PROGRAM QUALITY ASSURANCE

Principle: Measure relevant processes and practices

Practices:

Proprietary

1. Statistical Summaries: The provider shall use the DCJ Community Corrections Information Billing System to report data regarding offenders served by the TC. Statistical summaries maintained by the provider should include sources of referrals, services delivered, length of placement, reason for terminations and similar descriptive information.

2. Quality Assurance: The program shall use structured methods to assure quality in treatment and supervision services. This shall include annual reviews and coaching sessions with all employees; quality checks (per OBH standard 21.330.71 for fidelity to the model of manualized curricula to occur at a minimum of every six months, and monitoring of individual sessions at a minimum of every six months for all counselors/clinical staff); and internal auditing of program operations consistent with sections 3-180 and 3-190 of the CCCS.

SECTION 11: POSITIVE/NEGATIVE REINFORCEMENT

(a) Principle: Increase positive reinforcement

The therapeutic process within a TC is meant to encourage the individual client to challenge their own negative thinking, and the community clients, towards identifying and supporting more prosocial beliefs, attitudes and behaviors in support of a recovery oriented lifestyle. Behavioral norms within a TC are reinforced with specific contingencies directed toward developing self-control and responsibility. Clients understand that they are capable of earning privileges/rewards which are rewards for good behavior, attitude, and maturity. Rewards may include: passes to leave the house, job advancements, and participation in a variety of community give back opportunities, recreational events and special outings, ability to sleep in a little later, etc. Negative consequences, which can also be described as natural consequences for program violations or non-responsiveness to treatment interventions, may include but are not limited to loss of privileges, sanctions, loss of free time, and demotion in status (e.g., regression back to a previous phase or demotion in a job).

SECTION 12: CLINICAL GROUPS

In addition to the weekly individual therapy sessions described above, below we list all the clinical groups that may be combined to count towards the weekly five clinical contact hours.

Strategies for Self-Improvement and Change (SSIC) specifically designed for offender populations and is used at Haven and Peer I. SSIC addresses past involvement in criminal conduct and in alcohol or other drugs that have led to harmful outcomes. It provides cognitive-behavioral skills for change leading to personal fulfillment and responsible living. Phase I only is taught in residential treatment. Phase II and III are taught in our outpatient therapeutic community (non-residential). Phase I builds skills and knowledge for:

1) building trust in the provider, the program and peers in the program;
2) learning how thoughts, feelings and actions are related;
3) learning about alcohol and other drugs and participants' own histories and patterns of alcohol or drug use;
4) learning about antisocial and criminal behavior;
5) being aware of self, alcohol or drug use and criminal conduct with respect to thinking, feelings, and actions, and to make a commitment to long-term change in these areas;
6) understanding pathways to relapse and recidivism and to relapse and recidivism prevention; and

7) building a plan for building on participants' strengths and changing specific areas of their lives.

SSIC is provided over the course of at least 20 sessions. Clients are grouped with their peers who reside in their respective houses during training in SSIC, enabling them to build supportive relationships in classes and be more readily available to support each other for managing trauma symptoms outside of class. Using a manual, a CAC II or higher or Master's level trained clinician facilitates SSIC and no more than 12 clients participate in each group in accordance with *Behavioral Health Rules*. Each client shall participate in SSIC during their residential treatment at some point during their stay. Each client in group will have a group note placed into their electronic record which describes session content as well as individual participation and progress toward goals.

Anger Management: Peer I runs an Anger Management Course for all its clients based on SAMHSA's workbook, *Anger Management for Substance Abuse and Mental Health Clients' (2010)*. It is a ten-week course. Topics are: a) Overview of anger management, b) events and cues, c) anger control plans, d) the aggression cycle, e) cognitive restructuring, f) assertiveness and the conflict resolution model, g) anger and the family, h) closing and graduation. Participant worksheets, group discussion, role play and dry erase board are teaching tools used by the CAC II or higher or Master's level facilitator for this course. Each class is one-hour long and meets one time per week providing ten hours total cognitive behavioral therapy for anger management.

Relapse Prevention: Haven and Peer I utilizes the following relapse prevention/Matrix model curriculum: *Ling, W., McCann, J.J., Obert, J.L, & Rawson, R.A. (2005). Relapse Prevention Group Handouts. Center City, MN: Hazelden.* Relapse Prevention at the Haven and Peer I is provided to assist clients in preparing to enter the community and gain relapse prevention skills. Goals of the group include identifying triggers for use and creating individualized plans. Session content includes, but is not limited to, the following topics: making new friends, repairing relationships, and recognizing stress and acceptance. The group is facilitated by a CAC II or higher or Master's level clinician per week for 16 weeks.

Family Groups: Within a TC, family group sessions are psychoeducational in nature and help family clients of the clients better understand the program and etiology of addiction; see the positive progress of their loved ones; and learn triggers for their family clients and how to support their loved ones in a healthy way.

a. At Peer I, a CAC II or higher or Master's level clinician within the TC facilitates sessions weekly with 8-12 families within a group setting, and each session lasts approximately two hours. There are typically 5-7 total sessions. One of the facilitators who participates in this group writes the notes (DAPS) regarding the group and group process. For a family member to be able to participate in family group at Peer I, the client must be in the program for at least three months.

b. At the Haven, a CAC II or higher or Master's level clinician provides family group over the course of 14 sessions. Haven's Family Group utilizes an adaptation from the Matrix Model/Circles of Support Group. Additional support materials have been added to include interactive process and discussion of videos regarding drug and alcohol use. Group notes are documented in group format and entered into each individual's electronic record. For a family member to participate in family group at the Haven, the client must be in Phase II in treatment.

Process Groups: Process groups are facilitated by a CAC II or higher or Master's level clinician and no more than 12 clients participate to count toward clinical contact hours. These groups assist clients in

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identifying skills needed to sustain recovery and assist them with coping mechanisms. Groups also help clients' process individual issues and identify steps to take to reach their individual treatment goals. Process groups include, but are not limited to, feelings encounters which are conducted at the Haven and provide more sensitive support for clients dealing with significant issues such as grief and loss or trauma-specific issues. Additionally, client participate in 1-2 hour long seminars, which are didactic in nature by helping clients learn a particular concept that relates to their recovery like: Principles Over Personalities, Behaviors versus Issues, Acting as If[9], Criminal Mask, Here and Now, The Baby[10]. If the seminars are conducted by a CAC II or higher, or Master's level clinician and have no more than 12 participants they may be counted as a clinical process group as they directly relate to maintaining sobriety and reducing criminal behaviors. In addition, a peer feedback group is a process group. This group is held at both Peer I and the Haven and addresses negative attitudes and behaviors that keep clients from sustained recovery. It also provides an opportunity for clients to deal with salient therapeutic issues. These groups are a highly structured form of group therapy, lasting 1-2 hours, where clients are expected to actively participate in providing feedback to one another. Within TCs, there is an average of three peer feedback groups per week with no more than 12 clients participating in each group. Process groups are documented by the clinician in the client's electronic record.

Parenting Groups: The Haven utilizes the well-researched weekly parenting education curriculum called Incredible Years®. During Parent Lab, facilitators help parents learn how to help their babies and toddlers feel loved, safe, and secure. The curriculum focuses on assisting parents in encouraging their child's physical and language development, social and emotional development, establishing clear and predictable routines, handling separations and positive discipline to manage difficult toddler behaviors. Facilitators use supervised parent-child activities during infant and parent interaction to focus the parent on the child's needs and emotional communications with the infant. Parenting groups may re-occur for clients based on the age of their infant. As much as possible, each group focuses on specific development of the growing child. Courses are often followed by process groups to discuss practicing of skills learned and to facilitate shared learning.

Dialectical Behavioral Therapy (DBT): DBT is an evidence-based practice with research supporting a reduction in clinical symptoms and concerns for a variety of disorders and has shown efficacy in the treatment of mood disorders, anxiety disorders, substance use disorders, and eating disorders. DBT is a therapy designed to help people change patterns of behavior that are not helpful, such as self-harm, suicidal thinking, and substance abuse. This approach works towards helping people increase their emotional and cognitive regulation by learning about the triggers that lead to reactive states and helping to assess which coping skills to apply in the sequence of events, thoughts, feelings, and behaviors to help avoid undesired reactions. At The Haven and Peer I, DBT is provided in a group setting and is conducted weekly with each group session being 90 minutes in duration. DBT shall be facilitated by a trained clinician. If DBT is held in addition to the five clinical contact hours and facilitated by a Master level clinician or above it may be billed to the CTF fund.

Trauma-Informed Curricula: The Haven utilizes various trauma-informed curricula interchangeably and depending on client needs, phase, and staff availability. Peer I uses one trauma-informed curriculum – Seeking Safety. All sessions are conducted by a CAC II or higher or Master's level clinician. No more than 12 clients will participate in each group in accordance with OBH standards. Examples of trauma-informed curricula used include:

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[9] Refers to the idea that you are act like the person you are trying to become.

[10] The baby is the emotional child in all of us; the baby avoids taking responsibility, is immature, sneaky and can be devious, passive aggressive, hostile and irrational.

a. Healing Trauma: *Stephanie S. Covington, Ph.D., and Eileen M. Russo, MA (2011). Healing Trauma: Strategies for Abused Women. Hazelden.* This curriculum offers short term intervention to help women at the Haven with trauma. Sessions do not focus on the event of trauma but provide basic coping and grounding skills to women and sessions have been adapted to discuss how the TC tools can assist women with their coping skills. These groups are typically held for clients in the Orientation Phase at the Haven programs, but may occur in other phases due to client census or need.

b. Seeking Safety: Seeking Safety is, as per the description in NREPP, a highly flexible intervention implemented at the Haven and Peer I that addresses the needs of clients with SUDs and trauma; it has been implemented in both residential and outpatient settings with women and can be integrated into both group and individual counseling (Najavits et al., 1998). Seeking Safety focuses on coping skills and psycho education and is grounded in five key principles: (1) safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions); (2) integrated treatment working on both posttraumatic stress disorder (PTSD) and substance abuse concurrently; (3) a focus on ideals to counteract the loss of ideals in both PTSD and substance abuse; (4) four content areas: cognitive, behavioral, interpersonal, and case management; and (5) attention to clinician processes (helping clinicians work on counter transference, self-care, and other issues). Seeking Safety is held at a minimum of one time per week for 12 sessions for 90 minutes per session all scheduled in advance. Clients are grouped with their peers who reside in their respective houses during training in Seeking Safety, enabling them to build supportive relationships in classes and be more readily available to support each other for managing trauma symptoms outside of class. Each client participates in Seeking Safety during their treatment at some point during their stay. Each session has a sign in sheet, signed by each client and then each client has a clinical note in their electronic record including key topics discussed in the group.

c. Journey beyond Abuse: The Haven uses the following curriculum: *Fischer, K. L, and McGrane, M.F. (1997). Journey Beyond Abuse. Saint Paul, MN: Amherst H. Wilder Foundation.* This curriculum was designed for women who are survivors of "violence by their male partners"; however, based on history and need clients may be provided this curriculum (typically in phase II of treatment) as a way to assist them in identifying unhealthy relationship patterns and to notice red-flags in relationships. Clients are able to process previous relationships and what is important to them in new, positive relationships that will also help support their recovery. The curriculum is based on teamwork, relationship building, and a philosophy that emphasizes empowerment and support. When offered, these groups take place over 21 sessions.

SECTION 13: STRUCTURE/MANAGEMENT OF THE TC

Staff oversee all clinical aspects of the program as well as the completion and monitoring of all oversight agency standards. Peer I and Haven utilize at minimum a CAC III level management staff: House Manager (Peer I) and Program Coordinator (Haven) to oversee daily operations. These positions supervise all clinical staff within each facility and monitors all aspects of the client government team.

1. Senior Client Government Team:

a. The client government is comprised of senior clients of the TC who are in the later stages of their recovery and act as role models to their peers. The client government assists staff in making sure the houses run effectively in a healthy way and that the program rules are followed. The client government is closely monitored by staff and provides an essential function by providing feedback and support to their peers. Descriptions of these government positions are located in the house Program Manuals.

b. At Peer I, client government positions include:

- Senior Peer Captain: This is the highest level of the client government team with no independent authority. The Senior Peer Captain acts as a liaison between staff and government positions and helps to assure clients are on time to scheduled groups and house needs are met. The Senior Peer Captain also assists staff with supporting peers during their behavioral assignments.

- Peer Captain: Peer Captains assist the Senior Peer Captain in supporting clients to follow their schedule and complete their learning assignments. The Peer Captain also helps with out-of-house support for clients.

- Peer Master: The Peer Master works with the Peer Commander (see bullet below), and with staff direction, delegates to senior Peer Captains, assists with orientation clients, maintains the daily schedule, and works with the other senior staff to write learning assignments.

- Peer Commander: The Peer Commander informs staff of any basic needs and issues within the TC. Occasionally, the Peer Commander may provide feedback to clients regarding behaviors and attitudes.

c. At the Haven, senior client government positions include:

- Family Manager: The Family Manager acts as a liaison between staff and government positions and helps to assure clients are on time to scheduled groups and house needs are met. The Family Manager also supports peers during their behavioral assignment and assures that her peers are completing their respective job areas. The Family Manager has no independent authority and must report to staff any issues or concerns.

- Family Coordinator: The Family Coordinator serves as the assistant to the family manager. The Family Coordinator manages the senior sisters (see bullet below) and acts on the family manager's behalf when she is out of the house. The Family Coordinator recommends schedules for in house jobs/chores before taking them to staff for final approval.

- Senior Sister: The Senior Sister assists other clients in identifying their behaviors and is charged with providing peer feedback when appropriate. The Senior Sister immediately notifies staff and family manager of concerns about client behaviors.

- Government Secretary: The Government Secretary keeps copies stocked of all client forms and blank documents (blank forms, packets for phases, etc.). The Government

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Secretary also assists staff in tracking the completion of client tasks (e.g., behavioral assignments) in a timely fashion.

- Orientation Head: The Orientation Head assures there is peer support to assist clients who are in the orientation phase of the program. The Orientation Head also provides peer support to orientation clients to help mentor clients on the rules and tools of the program.

- Kitchen Head: The Kitchen Head assists in inventorying food and putting away kitchen supplies. The Kitchen Head also receives training in ordering and how to develop kitchen shift schedules so that kitchen duties are covered by all clients.

- Industrial Therapy (IT) Head: The IT Head is responsible for monitoring the cleanliness of the house, assisting in tracking chores, and assisting with inventorying cleaning supplies.

- Communications Quarters Head: The Communications Quarter Head is responsible for assisting staff in ensuring there is appropriate coverage for the front desk to answer incoming calls and direct them appropriately to staff. This position helps to train clients in soft job skills related to phone skills, communication, and message taking. This client position also assists in providing peer support to clients in making appropriate phase phone calls home to their family clients or children.

SECTION 14: SOCIAL LEARNING AND BEHAVIORAL MODIFICATION TOOLS

Therapeutic Jobs: Within the TCs, clients are assigned therapeutic jobs to facilitate behavioral change, responsibility and personal growth. Per *Community Correction standard 5-160*, the assignment of work duties cannot improve the value of the facility or provide personal benefit to any staff or agent, and may not include chores such as plumbing, electrical and general construction.

Jobs/Work assignments are viewed as an opportunity for clients to build life skills, a positive work ethic, and accountability. In addition these assignments assists clients in soft skills needed for employment. Job assignments also serve to help change personal behavior, promote positive interpersonal relationships, create a sense of community, and promote right living. These opportunities allow clients to practice skills as well as handle responsibility and pressure prior to entering the workforce. Examples of jobs can include but are not limited to the following:

- Kitchen Duties
- Yard Duties
- Administrative Services (i.e.: phone, mail)
- Client Government (See above)

All clients are expected to participate in "industrial therapy" or chores on a regular basis to keep the houses neat and clean and as a way to maintain a clean, family-like atmosphere. Jobs assigned are a reflection of performance and investment. Newer clients are assigned to job functions which consist

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of less complicated tasks. Whereas, more senior clients hold government positions in which they mentor peers and assure the work of the house gets done. Staff shall choose the right job functions for clients based on their clinical needs, strengths and deficiencies, and based on what may benefit their recovery the most. For example, if a certain client is shy and unassertive he/she may be assigned a job where they must learn to speak up to other community clients in a supportive environment. There are also ongoing educational sessions throughout the client's stay in which he/she learns from another client on how to perform a specific job, the relevance of the job to his/her recovery, and has an opportunity to practice performing the job.

2. Immediate Feedback: The TC offers a variety of tools to modify and facilitate changes in clients' behaviors over a period of months. A principal behavior modification technique is applying constant feedback to clients. Feedback helps the person become aware of certain aspects of his/her behavior and how that behavior affects others. By applying feedback on a daily basis, internalization of alternative behaviors appears to be enhanced. The following are a group of commonly used therapeutic tools to provide immediate feedback to clients. Each tool has a clinical purpose and every client receives or uses a tool at some point during their stay.

    - A **"pull up"** is an immediate, behavior related, one sentence long verbal reprimand delivered in a neutral non-judgmental way by a fellow client or staff client used to make a person or a group aware of an inappropriate behavior, attitude or decision. The client must respond with a simple acknowledgement of the mistake/issue ("Okay") to promote self-discipline and self-control. Clients document the pull ups they receive in their notebooks. Not only does the "pull up" make clients verbally aware, the more they visually see the incorrect behaviors in the notebook, the more likely they will become aware of, and change them.

    - A **"trim"**, as compared to a "pull up" has a higher intensity. It is a spontaneous, on the spot form of feedback, delivered in a strong and clear voice by a fellow client or staff client. "Trims" are concise, and intended to impress the client immediately of the importance of the information or behavior. Trims take place in the milieu in the presence of other TC clients.

    - In contrast to a trim or pull up, clients and staff may also acknowledge a client of a job well done, which is called a **"stroke"**. Given by a fellow client or a staff person, a stroke is earned by showing positive growth, initiative, role modeling, and positive attitude, improved parenting skills and/or investment in the program. Positive reinforcement is a critical part to the TC, as it rewards clients for good behaviors and is important for clients to gain increased self-esteem and self-efficacy.

Individuals with severe substance use disorders have rarely been forced to deal with the consequences of their mistakes, other than incarceration. In a TC, clients are expected to be honest with themselves and with other clients, taking responsibility for their behaviors, rather than blaming others. The TC uses the tools described below to facilitate behavioral change and self-reflection.

- **Weekly "haircut"**[11] is a verbal reprimand delivered by staff (along with client government clients) in which the client remains silent while others describe the inappropriate behaviors that have occurred over the past week (such as using treatment tools inappropriately, gossiping, breaking rules, being negative, etc.) or issues that have surfaced. As part of the "haircut", a client is assigned a learning assignment that provides specific feedback on what

[11] The term "haircut" is an historical reference to the 1960's when "hippies" wore long hair, which when they entered TC treatment, was cut short, and used a form of verbal feedback.

changes need to occur to support healthy changes and eliminate negative behaviors. This verbal technique gives an individual an opportunity to examine their negative behavior and develop pro-social skills.

- In a "**mass haircut**", several staff and multiple TC clients provide feedback to the client in question to address major program infractions (i.e., threatening behavior, stealing, and relapse). A mass haircut is a higher level of structured feedback within the TC and often results in a loss of status or position in the program.

- "**Work outs**" are a TC tool for clients to resolve a personal issue they are having with another client or staff client, thus improving communication and problem-solving skills. "Work outs" involve *two* people who need to resolve conflict and is mediated by a third person. The mediator assists by providing a summary of each person's position on the issue at hand so that each client can see how their points are being expressed.

Many clients of the TC are former offenders, coming from a prison system. Within prison anyone telling on another convict is referred to as a "snitch", and depending on what is shared, can result in physical assaults or even murder. In a TC, however, it is extremely important that clients talk about their peer's behaviors.

- The TC approaches this by teaching clients that "I am your brother's/sister's keeper", meaning that all clients are responsible for helping each other and themselves get better. Thus, a client may "**pull covers**" by going directly to a staff client to share another client's behavioral issue or secret (such as a desire to leave the facility) because they have care and concern for their "brother/sister". Clients will be asked by staff to document the secret or major behavioral issue in a written format. The "pulling covers" concept is very difficult to teach an offender population; however, it is essential that clients learn this concept so that they can learn to hold each other accountable and ultimately achieve and maintain their recovery.

- Clients with substance use disorders may be impulsive, therefore; in recovery it is essential that they have space to think before they react. Should a client need help with controlling their emotions or temper, a client may be asked to go on "**monad**", which is a way for a client to stay silent, think about his/her actions, and reflect and process emotions in a healthy way. A monad helps de-escalate potentially volatile situations common among an offender population. Clients may also place themselves on monad as a tool to process their emotions or to reflect upon events of the day. Each house maintains a monad Log, and monad will not occur for longer than 15 minute increments

Within a TC, staff assigns therapeutic learning experiences/therapeutic benefits to address negative behaviors that are associated with a client's substance use disorder, criminogenic needs, and individual issues. These assignments allow clients to learn from their mistakes and build personal strength and support self-discipline. The learning experiences/therapeutic benefits also communicate to clients in the TC milieu about behaviors and attitudes each client is working on, serving as a community mirror through which each individual's self-awareness is raised as the community gives continuous feedback.

- A staff or TC client of the government team (with staff approval) can assign a "**written paper**" on a relevant topic to a client who has been having issues surfaced by their fellow peers. The client is responsible for turning the completed paper into the government within a seven-day time period, who evaluate it and submit to staff. Papers are assigned based on

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specific issues and vary in length from one to eight pages. Longer papers are associated with more severe issues. Clients are given a copy of their assignment, and a copy of the assignment is placed in their record.

- In addition, clients may be assigned to wear an **"issue card" (IC).** An IC is a handwritten sign a client carries with them stating the specific issue or behavior they are working to address after they receive feedback for a rule infraction. This activity reminds the client of their behavior and teaches them responsibility and self-discipline.

- Other learning experiences/therapeutic benefits include a **"verbal door"** or **"verbal room"**. Verbal door is a verbal statement describing an issue or behavior a client is working on that is made every time he/she enters a doorway. Whereas, a "verbal room" is a similar statement made every time a client enters a room. These experiences allow the client to (1) acknowledge a problem or issue and (2) communicate to the TC community what goals he/she is working on so they can support the client in changing the behavior and holding him/her accountable for meetings their goals.

- Lastly, learning experiences/therapeutic benefits can include: (1) **"monad"** described above, (2) talking with other peers (**"dyads" and "triads"**) or (3) performing a certain **"job" or "task"** in the community to address an issue. For example, if a client is isolating themselves, they may be assigned a task to increase their visibility and interaction with others.

3. TC Group Activities: In the TC, there are many forms of therapeutic group activities. Groups are facilitated by staff to assist clients to effectively resolve problems, see themselves as others see them, stop blaming others for their negative behaviors, and address sensitive issues without the need for drugs, violence or other criminogenic behaviors. Some of these group activities involve directly addressing/confronting behaviors. Staff ensures that all group activities, including those confrontational in nature, are healthy and productive and promote open and honest communication among TC clients. Process groups that can be counted toward the five clinical contact hours are described in detail above in the Section: *Clinical Groups*.

    - In addition to "work outs" described above, clients can **"drop a slip"** throughout the day in which one client specifically requests that another client attend a group session where he/she can interact with this client to deal with a particular concern. Any staff can facilitate this group session and support both clients in expressing their feelings appropriately, and guiding the discussion toward an amicable resolution. Clients can also "drop a slip" asking to speak to a counselor individually or to speak to the mental health team, outside of their regularly scheduled appointments.

    - As part of a treatment commitment[12], clients are required to develop an **"original encounter"** to be presented to a group of their peers. This encounter group must be unique to the individual's life, and assist other peers in becoming attuned to specific needs/issues of the client, or must contain information that will be helpful to a client's recovery. Examples include encounter groups on cultural and ethnic traditions, family traditions, and recreational or fun encounters which can assist clients in pro-social drug free activities. These encounters must be approved by staff and are often related to a specific treatment plan goal that a client is working on.

[12] When a client completes the orientation phase, they are welcomed into the program and are given "treatment commitments" that must be completed

- **"Marathons"** are an intense form of group therapy that last an extended period, 24 to 48 hours, and use multiple types of therapy groups (process groups, encounter groups, treatment concepts and lectures, etc.). Clients are addressed on attitudes and behaviors they are *very* resistant to changing. The long period of time serves to erode the client's defensive behaviors and attitudes that are common among the offender, anti-social population. These groups also incorporate fun encounters to help to bond the clients and create a supportive environment.

- **"Triads"**, consisting of three clients, provide a smaller group feedback process in which an individual client receives feedback from their peers. The client who is receiving this feedback then responds using his/her thoughts and feelings. "Triads" encourage interpersonal skill building, self-control and self-awareness.

SECTION 15: COMMUNITY GIVE BACK AND RECREATIONAL ACTIVITIES

1. Community Give Back: Throughout the course of the year, clients have the opportunity to participate in a variety of community give back activities which allow clients to share what they have learned with the community. The number of community events vary each year, and the type of give back activity that a client participates in is dependent on his clinical needs. Examples of community-give back events include: presentations on addiction and recovery to local schools, assisting with community projects (nursing homes, holiday feed the homeless events), and participation in AIDS Walks. Typically, more senior clients farther along in their treatment with privileges to get out of the house participate in the community give back events. Staff shall accompany clients to these events. Some activities are seasonal, and others are based on opportunities and donations.

2. Recreational Activities: The TC has a partnership with National Association for the Sports and Disabled which provide opportunities for clients to participate in hiking, mountain biking, skiing, and snowboarding activities over the summer and winter seasons. Clients can also attend the Colorado Rockies or Denver Nuggets games and other cultural events. All of these external activities must be earned as rewards for clients. Staff accompany clients to these events.

SECTION 16: GROUP MEETINGS

Group meetings within the TC are designed to encourage each client's involvement by giving speeches, asking questions, making comments and announcements and to support clients in building relationships with their peers and to demonstrate investment in the program. Group meetings can be facilitated by non-certified (i.e., people in recovery) or credentialed staff. Below we describe the types of group meetings that occur within the TC:

- Government meals: Client government meet with staff to discuss the current issues they see with clients, staff or the facility overall. These meetings can occur during mealtime and help to create plans for client participation and support. These meetings last at least 30 minutes.

- Morning meetings: At morning meetings, clients within the TC meet together to review overall progress, sharing what they are working on to make the community aware of what support they may need. Clients also participate in "slip games", or short skits as a way to learn how to reduce social inhibitions, laugh and have fun. Morning meetings occur daily Monday through Friday, are facilitated by a program staff person and last an hour.

- Phase meetings: Phase meetings are scheduled in advance and are held weekly to discuss a client's progress or issues they may be having in their program phase. All phase meetings are facilitated by a program staff person and include clients/clients who are involved in that particular phase. For example, the later phase meetings include senior TC clients who are in the re-entry phase and are looking for work or outside vocational opportunities and need help dealing with relapse triggers and temptations.

- Family or house meetings: Family or house meetings are held periodically on an as needed basis involving all the clients, with program staff facilitating and participating in order to address any problems specific individuals are having or to explore issues within the house as a whole. It can also be a venue to provide updates to clients. These meetings can last between 1 and 2 hours.

SECTION 17: DISCHARGE

Principle: Engage ongoing support in natural communities

A) Discharge Criteria: Criteria for discharge occurs when clients complete all phase commitments, complete their individualized service plan goals., are employed, maintain negative drug and alcohol screens, obtain housing, and are self-sufficient. Clients must also be compliant with all of their legal obligations and paying toward restitution and fines.

B) Discharge Planning: All clients who successfully complete the program are transferred to the Outpatient Therapeutic Community followed by the residential phase for continuing care services in an outpatient setting. Client education regarding the need for aftercare services shall be addressed in the residential treatment component as the client progresses towards treatment goals. Discharge planning shall be conducted consistently with section 20.219.54 of the *Behavioral Health Rules*.

C) Support Services: Support services for continuing care should be developed consistently with section 20.219.6 of the *Behavioral Health Rules*.

D) Discharge Summary: The provider shall create a discharge summary (for both successful and unsuccessful terminations) that includes a review of the supervision plan, individual treatment plan, objectives, progress, and problems demonstrated by the client. The summary shall also describe the reason for termination and recommendations for continued supervision and treatment. This discharge summary is passed on to the Outpatient Therapeutic Community staff to use to inform the outpatient Individualized Treatment Plan. The TC shall provide housing assistance as part of the discharge process.

SECTION 18: OUTPATIENT THERAPUETIC COMMUNITY

The Outpatient Therapeutic Community (OTC) is a continuing care model for men from Peer I and women from the Haven who progress from the residential treatment program to a non-residential status. The program has four levels which coincide with the DCJ levels of care. These levels are Phase A (Intensive), Phase B (Regular), Graduate (Minimum) and Post Graduate (Maintenance). Transitional housing is provided for the majority of men at Gratitude House, which is a sober living

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environment on the Fort Logan campus. The transitioning Haven clients have access to transitional housing in an apartment community a few miles away from Fort Logan or through a transitional living house also located on the Ft. Logan campus for women only and their infant or toddler children; both of these facilities provide a "community living environment" and lower the cost of housing to help with their transition into the community and continuing the philosophy of the TC. There is no treatment provided in the transitional housing units.

Clients remain in Phase A and Transitional housing for approximately 3-5 months and attend group three times weekly at the OTC facility. Phase B is typically another 3-5 months, requires moving into their own residence, either alone or with a roommate(s), attending group twice per week and meeting the other conditions of the program. Each client is given a set of behavioral and written assignments, two community "give back" assignments and must complete elements of their treatment plan in each of these 2 phases, prior to earning Graduation which occurs twice a year. Once they have graduated the program they progress into Graduate phase, which is typically a six month stay, requires weekly group attendance and some additional assignments. OTC requires clients complete an application, and staff evaluates their progress prior to moving into the final phase of the program, Post Graduate, as we have found that as in all other levels of the TC, "status is more appreciated when it is earned" and not based primarily on time. The Post Graduate phase lasts until the client completes their legal sentence and typically requires no group attendance except those as deemed necessary to fulfill their treatment needs which is assessed with their counselor monthly. Clients who fulfill their legal obligations during the course of the residential or outpatient treatment phase can voluntarily decide to continue involvement in treatment to earn graduation.

The specific client services are determined by the results of their ASI, SOA-R, and any other assessments conducted at intake, recommendations provided from the residential staff, observations and assessment of the OTC staff, as well as, interactions with the specific client and their identified goals. As stated earlier, the amount and frequency of urine, breathalyzer, case management/counseling sessions, home visits, and phone calls are determined by the standards required by DCJ, Department of Corrections and OBH and our evaluation of a client's needs. The need for other specific services, such as mental health, family/marriage, physical health, education, employment, etc. are evaluated by the previous assessment tools and ongoing dialogue with the specific client. During the individual meetings with clients, the counselor reviews the urinalysis and breathalyzer results; progress toward or changes in treatment goals; compliance with legal requirements, such as restitution payments; and compliance with program stipulations. The staff complete monthly "progress reviews" as required by DCJ and six month reviews of service plans as required by the Office of Behavioral Health and all services including unscheduled services (such as medical, police contact, missing a drug test/group, etc.) are documented in their electronic record.

Group Therapy/Clinical Services

Groups at the OTC are offered in both the morning and the evening to accommodate clients' work schedules. In most cases, groups are "gender specific" unless modified to meet a specific need and are facilitated by a CAC II or higher or Master's level clinician. The types of groups are described below:

- Orientation: This is a one-time 90-minute group facilitated two times monthly by Phase B and Post Graduate clients to "orient" new clients to the program. The new clients receive a written packet with definitions of program terms, commitments which they will be working on in the orientation phase of the program, and copies of the program rules. They are provided with a copy of the typical Phase A commitments with guidelines on how and when these need to be completed. It is primarily a didactic format that allows time throughout for questions and comments. There is typically a portion of time

at the end of this group that a staff client will be present to answer any questions that the peers cannot answer.

- Strategies for Self Improvement and Change (SSIC)-Phase II and Phase III: This is the same curriculum identified in the Residential Scope of Work above and the last two phases of the curriculum are done in the outpatient setting. The group utilizes a gender specific format. Each group is facilitated by a CAC II or above who has completed a three day course or longer on the curriculum. Phase II is 22 Sessions, 90 minutes each session, taught two times per week. Three modules in this phase focus on the following: (1) Mental Self-Control: Managing Thoughts and Emotions, (2) Social and Relationship Skills Building, and (3) Skills for Social and Community Responsibility. Phase III is eight Sessions, 90 minutes each, taught once per week. The two modules in the phase focus on the following: (1) Relapse and Recidivism Prevention: Strategies for a Balanced Lifestyle, and (2) Strengthening Ownership of Change: Skills for a Healthy Lifestyle.

- Dialectical Behavior Therapy (DBT): This is the same curriculum described in the Residential Scope. DBT is supported by an OTC staff client credentialed to facilitate treatment and clinical interns who complete approximately 15 hours of training and supervised by licensed clinical staff in the provision of DBT for a ten week period in the DBT model prior to providing the groups at OTC. This has been provided in two different formats: one is a "skills building format", educating the clients on the DBT skills and potential applications and the other is a "Graduate" group for those who have completed the skills building class at OTC or in residential. The groups are all facilitated weekly by a CAC II or higher or Master's level clinician for 8-10 weeks, 90 minutes each session. This group can be done as a gender specific or mixed gendered format.

- Women's Group: This group is offered three different days weekly to accommodate the schedules of the clients and to ensure that the group size does not exceed 12 people. One of OTC's female counselors with a CAC II or above facilitates this process group which covers a variety of topics based on facilitator choice and client need. It is done weekly for 90 minutes, and female clients attend this group while in Phase A and Phase B, or approximately 6-8 months. The group addresses relationship concerns, birth control, stress, financial challenges, outside support, parenting issues, employment, interpersonal skills, behavioral concerns, and any other life issue that may surface in the daily experiences of our clients.

- Men's Group: This group is offered two different days weekly to accommodate the schedules of the clients and to ensure that the group size does not exceed 12 people. The group is facilitated by a CAC II or above or a Master's level clinician. Similar to the Women's Group, the Men's Group is both process and educational and covers a variety of topics based on facilitator choice and client need. It is done weekly for 90 minutes, and male clients attend this group while in Phase A and Phase B, or approximately 6-8 months. The group addresses relationship concerns, stress, financial challenges, outside support, parenting issues, employment, interpersonal skills, behavioral concerns, and any other life issue that may surface in the daily experiences of our clients.

- Relapse Prevention: OTC uses the following two curriculums for its relapse prevention program: *Counselor's Manual for Relapse Prevention with Chemically Dependent Criminal Offenders-TAP19 Substance Abuse and Mental Health Services Administration* and *Williams R. Relapse Prevention Workbook for African Americans: Hope and Healing for the Black Substance Abuser*. Relapse Prevention is a 90 minute group held twice weekly for men and women in the mornings to accommodate those that work in the evenings. It is facilitated by a CAC II or higher or Master's level clinician and typically lasts 8-12 weeks depending on the client.

- Peer Feedback Group: These groups are offered four times weekly for men and twice weekly for women. They are typically 90 minutes in duration and are mostly facilitated by a CAC II or higher or Master's level clinician with no more than 12 in each group. However, at times, these groups are facilitated by a client or a staff client that has not reached this level of certification and therefore do not count towards the five clinical contact hours at OTC.

- Therapeutic Community Group: Facilitated by a CAC II or higher or Master's level clinician, the TC) Support group is for graduates of the Department of Corrections TC that transition from Peer I. This is a 90-minute weekly group that all TC graduates are required to attend until they graduate from the program. This group's intent is to maintain the relationships and support that the group clients have developed through their TC experience both "inside and outside" of prison. The group focuses on adjustment issues from prison including life skills, relationships, overcoming institutionalization, socialization, boundary setting, and a variety of other issues that occur with people that have experienced long term or lengthy incarceration.

- Graduate Group: This is a weekly group held for all new graduates of the program, held for the 6 months immediately after their graduation, lasts for 90 minutes, and is facilitated by a CAC II or higher or Master's level clinician. The purpose of this group is to help clients understand that graduation is not the end of recovery, serving as a source of support for the graduates and helping to further develop their plan for long term recovery.

- Family Orientation: This is a group that is required for clients prior to graduation and requires their attendance as well as attendance of "family clients/friends" to educate them on the rules, policies, purpose and intent of OTC. The group is 90 minutes and can be facilitated by any program staff client, and often involves a senior client that offers testimony of his experience in the program.

- Panel Interview: This panel interview process is done twice monthly and is co-facilitated by Phase B and Post Graduate clients. The intent of this process is to screen potential OTC clients for any concerning behaviors or thinking, do an initial education of the program, and continue with the "philosophy of the TC" by utilizing peers in this process. The clients complete a questionnaire and subsequently are interviewed by 2-3 panel clients about their plans for ongoing treatment/recovery.

- Clean Day Celebration-Progressions-Monthly Acknowledgements: This is a group held monthly, typically lasting 90 minutes but can be longer. During this group, OTC provides a meal and acknowledges those clients who have fulfilled annual clean day anniversaries, progressed to Phase B, or have provided exceptional service to Peer I, The Haven or another organization in the general community with a certificate for their service.

  Life Skills: OTC conducts a weekly 90-minute group on Stress Management and Time Management on a quarterly basis. Participants include clients referred by their primary counselor as a result of the counselor's assessment or the client's request for assistance in these areas. These groups are facilitated by an OTC staff client. The curriculum utilized for the Stress and Time Management is taken from *Life Management*, a curriculum offered through the Change Company. OTC staff also facilitate a six-week Tobacco Cessation Program.

- Healthy Relationship Curriculum: This is a three-week gender-specific two-hour group (*Within my Reach- WMR, 2005*) facilitated by the Center for Relationship Education. Targeting individuals who may be vulnerable to poverty, this curriculum is designed to improve clients' relationship success and communication with and parenting their children.

Proprietary

Additional services at OTC include:

Monitoring Services:

- Drug Testing
- Home Visits
- Employment Verifications
- Individual Case Management

Enhanced Services:

- Psychiatric Evaluation and Medication Management
- Transitional Housing
- Rental Assistance
- Bus Passes/Vouchers
- On Site Child Care available

Additional Services:

- 24 Hour Crisis Phones (2)
- Peer Facilitated Services
- Collaboration with ArtReach to provide free tickets for theatre, sporting events, concerts, etc.
- "In House" Fundraisers to cover costs of recreational and other client activities
- Medication Assisted Treatments
- Recreational Activities

Proprietary