

## **A G R E E M E N T**

**THIS AGREEMENT** ("Agreement") 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 **CORRECTIONAL MANAGEMENT, INC.**, having its principal office at 10 Burton Hills Blvd., Nashville, Tennessee 37215 and local office at 1501 Lee Hill Drive, Boulder, Colorado 80304 ("Contractor").

### **RECITALS:**

**WHEREAS**, the City is desirous of securing certain services from the Contractor pursuant to the fiscal year 2018/2019 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 September 1, 2018 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**.

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 2018/2019.
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 pursuant to the frequency outlined in the Colorado community corrections standards. Such documentation will provide Client's 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 Client's 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 September 1, 2018, of specific evidence based programming and processes implemented during FY2018/2019. 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 FY2018/2019.
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 four (4) 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 a 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.

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 earning, 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. 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.
32. 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 authorized. The Contractor shall submit all billing to the City by no later than the 10<sup>th</sup> day of the month following the end of the billing period.
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. The Contractor may receive from, disclose to, or create on behalf of each other certain health or medical information (“protected health information” or “PHI” as defined in 45 C.F.R. 164.501) or substance use records as outlined in 42 C.F.R. part 2 in connection with the performance of this Agreement. Use or disclosure of this PHI or substance use records is subject to protection under state and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), Confidentiality of Substance Use Disorder Patient Records (“Part 2”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “Regulations”). The Contractor specifically agrees to take such action as is necessary to implement the requirements of the Regulations, and other applicable laws relating to security and confidentiality of PHI and substance use disorder records.
36. 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, 2018** and run through **June 30, 2019**.

**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, gender identity or gender expression, 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. Payment:** 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 **Five Million Nine Hundred Sixty-Nine Thousand Five Hundred Forty-Four Dollars and 00/100 Cents (\$5,969,544.00)** 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 2018/2019 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 2018/2019 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. 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 Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, the interests of any principal of the Contractor or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, 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 Contractor written notice which describes the conflict. The Contractor 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 City.

**P. Insurance:**

1. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the

Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

2. **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
3. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
4. **Waiver of Subrogation:** For all coverages, Contractor's insurer shall waive subrogation rights against the City.
5. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
6. **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000

per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

7. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. The policy must include coverage for sexual abuse, molestation, and sexual misconduct.
8. **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
9. **Cyber Liability:** Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.
10. **Additional Provisions:**
  - a. For Commercial General Liability, the policies must provide the following:
    - (i) That this Agreement is an Insured Contract under the policy;
    - (ii) Defense costs in excess of policy limits;
    - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion);
    - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
    - (v) No exclusion for sexual abuse, molestation or sexual misconduct.

- b. For claims-made coverage:
  - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- c. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**Q. Colorado Governmental Immunity Act:** The parties hereto understand and agree that the City is relying upon, and has 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. Defense and Indemnification:**

1. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
2. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
3. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and



attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
5. This defense and indemnification obligation shall survive the expiration or termination of 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. Proprietary or Confidential Information; Open Records:**

1. **City Information:** The Contractor 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 Contractor shall comply with all state or federal laws and requirements pertaining to medical or health records, including but not limited to HIPAA. The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties ("City Data"). The Contractor agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor 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. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

2. **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement, the Contractor agrees that it 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 Contractor further acknowledges that by providing this Proprietary Data of confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees 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 Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (3) the Contractor 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 City.

3. **Data Security and Protection: The Contractor shall provide for the** security of all City Data in accordance with all policies promulgated by Denver Technology Services and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) Colorado House Bill 18-1128, and (viii) the federal

Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Contract, if applicable. The Contractor shall submit to the Executive Director, within fifteen (15) days of the Executive Director's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of protected health information to which the Contractor has access, and if applicable, the Contractor shall comply with all requirements contained in the attached exhibits.

The Contractor shall develop, implement, maintain and use appropriate administrative policies, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City Data. This includes industry-standard firewalls, up-to-date anti-virus and anti-malware software, up-to-date security and intrusion detection tools, and controlled access to the physical location of the hardware itself.

Take all necessary precautions, including, but not limited to: safeguarding the storage of City Data, restricting which employees are given access to City Data, and protecting City Data from unauthorized access, usage, or release. The Contractor recognizes that it alone is responsible for the use of information provided to it pursuant to the terms of this Agreement, and the Contractor shall comply with all security and access procedures established by the City. In the event that this data is hosted by a third party the Contractor shall not be relieved of any of its obligations under the Agreement.

4. **Employees and Subcontractors:** The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor 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.
5. **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is 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 Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is 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 Contractor agrees to contact the City immediately.**

6. **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). In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

- 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 2018/2019 Community Corrections Contract with the City, and the State Department of Corrections 2018/2019 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**. 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 shall 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:** 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. No Employment of Illegal Aliens to Perform Work under the Agreement:**
1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
  2. The Contractor certifies that:
    - a. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

- b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. The Contractor also agrees and represents that:
- a. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - b. It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
  - d. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
  - e. If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
  - f. It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.
4. The Contractor is liable for any violations as provided in the Certification

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

**BB. 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.

**CC. 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.

**DD. CONFLICT OF INTEREST:**

1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it

determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**IV. TERMINATION OF AGREEMENT:**

The performance of work under the Agreement may be terminated by the City 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 fifteen (15) 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 B. below.
- B.** 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. Correctional Management, Inc.  
10 Burton Hills Blvd  
Nashville, Tennessee 37215

**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.

- IX. 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.

**(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-201842072-00

**Contractor Name:** CORRECTIONAL MANAGEMENT INC

By: *Natasha K. Metcalf*

Name: *Natasha K. Metcalf*  
(please print)

Title: *Vice President, Partnership Development*  
(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 14<sup>th</sup> 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 Representatives), 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.**

<p><b>CONTRACTOR</b> INSERT-Legal Name of Contractor By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, Governor</b> Department of Public Safety Stan Hilkey, Executive Director</p> <p>_____</p> <p>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</p> <p>Date: _____</p>
<p>2nd Contractor Signature if Needed By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p><b>LEGAL REVIEW</b> Cynthia H. Coffman, Attorney General</p> <p>By: _____</p> <p>Signature -Assistant Attorney General</p> <p>Date: _____</p>

**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.**

<p><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Department of Public Safety</p> <p>Date: _____</p>
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# 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 D



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 1801 West End Avenue, Suite 1500 Nashville, TN 37203 Attn: Connie Stewart - connie.d.stewart@marsh.com  433577-CCA-COLOR-17-18	<b>CONTACT NAME:</b> PHONE (A/C No., Ext.): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CoreCivic dba Correctional Management, Inc. 10 Burton Hills Blvd. Nashville, TN 37215	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : Steadfast Insurance Company	26387
	INSURER E : N/A	N/A
INSURER F :		

**COVERAGES**                      **CERTIFICATE NUMBER:** ATL-003958575-07                      **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		GLO3878556-04  SIR: \$2,000,000	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CA1921943  SIR: \$500,000	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC023102537 (AOS)	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Medical Prof Liab - Colorado (Claims Made)		HPC-5747375-04 Deductible: \$500,000	04/01/2017	04/01/2018	Each Claim 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE. 570 W. 44th Ave., 4280 Columbine St., 3955 Uster St, 4511 46th Ave  
City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insured with respect to general liability and auto liability where required by written contract.

<b>CERTIFICATE HOLDER</b>  Denver Community Corrections Attn: Greg Mauro 303 West Colfax Avenue Dept. 1701 Denver, CO 80204	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Jimmy Evans <i>Jimmy Evans</i>
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