

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE EMPOWERMENT PROGRAM, INC.**, a Colorado Nonprofit Corporation, with an address for notice purposes of 1600 York St., Denver, CO 80206 (the “Contractor”), jointly “the Parties” and individually a “Party.”

### RECITALS:

**A.** The Parties entered into an Agreement dated **November 30, 2021** to perform, and complete all of the services outlined in the Scope of Work (the “Agreement”) to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, rescind paragraph - 20 No Employment of a Worker Without Authorization to Perform Work Under the Agreement, amend paragraph 22 - No Discrimination in Employment, and add paragraph 40 - Compliance with Denver Wage Laws.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

**1.** All references to “...**Exhibit A**...” in the Agreement shall be amended to read: “...**Exhibit A, and A-1**...” as applicable. **Exhibit A-1** is attached to this Amendatory Agreement and hereby incorporated by reference.

**2.** Paragraph 3 of the Agreement entitled “**TERM**:” is hereby deleted in its entirety and replaced with:

“**3. TERM**: The Agreement will commence on January 1, 2022, and will expire, unless sooner terminated, on December 31, 2026.”

**3.** Paragraph 4 section 4.2. (4.2.1.) of the Agreement entitled “**COMPENSATION AND PAYMENT**:” is hereby deleted in its entirety and replaced with:

“**4. COMPENSATION AND PAYMENT**:

**4.2. Maximum Contract Amount**:

**4.2.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION THREE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS AND ZERO CENTS**

(\$2,377,324.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any Services, performed by Contractor beyond that specifically described in **Exhibit A, and Exhibit A-1**. Any services performed beyond those in **Exhibit A, and Exhibit A-1** are performed at Contractor’s risk and without authorization under the Agreement.”

4. Paragraph 20 of the Agreement, entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**”, is hereby deleted in its entirety and replaced with:

“**20 [RESCINDED.]**”

5. Paragraph 23 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**.” is hereby amended to read:

“**23. NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

6. Paragraph 40 of the Agreement entitled “**PAYMENT OF CITY MINIMUM WAGE**” is hereby added:

“**40. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s

Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

7. As herein amended, the Agreement is affirmed and ratified in each and every particular.

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

**Exhibit List**

**Exhibit A-1-Scope of Work**

**[SIGNATURE PAGES TO FOLLOW]**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Contract Control Number:** SAFTY-202476316-01/SAFTY-202160054-01  
**Contractor Name:** THE EMPOWERMENT PROGRAM INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

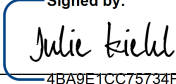
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

SAFTY-202476316-01/SAFTY-202160054-01  
THE EMPOWERMENT PROGRAM INC.

By:  Signed by:  
4BA9E1CC75734F5...

Name: Julie Kiehl  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## EXHIBIT A-1

# Empowerment Community Corrections Care Management SCOPE OF WORK AND BUDGET

### 1) Overview

- a) The Empowerment Program, Inc. (Empowerment) is committed to partner with the City to provide residential and non-residential care management services for returning citizens at the 4280 Kearney Street, Denver 80216 residential facility. Through an innovate and collaborative approach, Empowerment and the City hope to build upon community corrections services for women that are person centered, gender responsive and trauma informed.
- b) Empowerment's mission is to holistically help individuals build healthier lives from the inside out. Our primary goal is to decrease rates of recidivism by providing care management, employment services, basic skills education, health care, and resource coordination that can offer alternatives to habits and choices that may lead to criminal behaviors and limit individuals' ability to become self-sufficient and productive members of the Denver community. Empowerment's vision is empowering participants to make healthy and safe decisions through trauma, gender, and culturally responsive holistic behavioral health services.
- c) As Care Management Services Staff, Empowerment will work closely with the City to provide seamless support to clients. Together, Empowerment Services and City staff will model teamwork and excellent communication for residents, ensuring they understand that all staff works together as a team.
- d) Empowerment will also collaborate with the City related to general program and resident oversight and services.

### 2) Services to be Performed

- a) Empowerment will assist in the development of written policies and procedures consistent with **Colorado Community Corrections Standards** and facility operations.
- b) Core standards overseen and managed by Empowerment staff with collaborative input from the City will include:
  - (1) CD-010 Initial Assessment
  - (2) CD-020 Re-Administration of Assessments
  - (3) CD-030 Treatment Matching
  - (4) CD-040 Dosage of Risk Reduction Activity
  - (5) CD-050 Contact Types



- (6) CD-060 Chronological Entries
  - (7) CD-070 Responsivity
  - (8) CD-090 Skill Training with Directed Practice
  - (9) CD-100 Engaging Community Support
  - (10) CD-110 Targeting Interventions, CD-111 Action Steps, CD-112 Stability and Behavioral Factors
  - (11) CD-120 Level System
  - (12) CD-130 Passes/Privilege Furloughs, CD-131 Cell Phones, CD-132 Driving, CD-140 Measurement/Feedback
  - (13) CD-150 Incentives
  - (14) CD-161 Sanctions, CD-162 Hearings, CD-163 Review for Termination, CD-164 Disciplinary Appeals
  - (15) CD-180 Time Credit/Sentence Calculation
  - (16) CD-190 Employment Services
  - (17) CD 200 Employment Status Updates
  - (18) OMA-080 Financial Transactions
  - (19) OMA-090 Budgeting
  - (20) SD-010 Staff Selection
  - (21) SD-070 Staff Training
  - (22) SD-071 Training Events, SD-072 Ancillary Staff Training
- c) Transportation of Participants
- i) Empowerment care managers and supervisory staff assigned to Project Elevate may on occasion transport participants in a city vehicle. Empowerment will meet all city requirements to operate city owned vehicles. . Adherence to policies set forth relative to OMA-040 Transportation of Clients will be followed. Transportation of clients shall only occur while on duty
- d) Additional Duties
- i) In consultation with the City, Empowerment may, at its discretion, allow staff to provide limited coverage of operations functions. Staff must be trained in operations functions prior to serving these functions. This may include but is not explicitly limited to functions under the following core functions.
    - (1) CS-010 Random Headcounts and Facility Walkthroughs
    - (2) CS-011 On Grounds Surveillance
    - (3) Random Off-Site Monitoring
    - (4) Furlough Monitors
    - (5) Recording Authorized Absences
    - (6) CS-030 Contraband-Contract staff may conduct room or facility search components.



**3) Staffing**

- a) Empowerment will provide staffing coverage 7 days per week, inclusive of daytime and swing shift hours. Staffing coverage plan will be provided, at minimum, monthly to the City. This will include hours Director of Services and Care Management staff will be onsite and any vacancies impacting delivery of contracted services.
- b) Empowerment and the City will collaboratively develop a staff selection processes for positions at the site.

**4) Budget**

- a) Empowerment will provide staffing, training/development, and supplies equipment to include items defined in the budget in Table 1 below. Budget will increase by 5% in CY CY26 to allow for staff salary adjustments.

| Table 1<br>Staffing Positions |  |              |
|-------------------------------|--|--------------|
| Position Title                | Description of Work  | Total Budget |
| Executive Director            | (up to 0.1 FTE) liaises between Empowerment and City staff, along with the Community Corrections Board, providing general implementation and management oversight, and offering support to the Director of Care Services.  | \$14,300     |
| Director of Services          | (up to 1 FTE) will be responsible for all program oversight, including data collection and reporting, supervision for the Care Management Team and Daily Support Team, and maintaining collaborative relationships with partners. Will liaise with City employees both onsite and offsite, including the Tooley Hall Operations Director. Will also liaise with Empowerment’s Executive Director. The Director of Care Services will be an individual with lived experience. | \$85,000     |
| Care Managers                 | (up to 6 FTE) will comprise individuals with lived experience who have understanding and expertise regarding providing trauma informed care. The Care Management team will provide continual services from intake to discharge in accordance with Policies and Procedures to ensure an effective continuum of  | \$305,000    |





|   |   |           |
|---|---|-----------|
|   | care for clients. Care Management Team members support clients in transition from the institutional setting through placement in the program at intake, help participants create and manage care plans that support them to reach personal recovery-oriented goals, and support transitions from the Community Corrections setting to the wider community at discharge, assuring that re-entry goes smoothly. |           |
| Fringe Benefits   | 20%   | \$80,860  |
| Staffing Cost Subtotal  |   | \$485,160 |
| Staff Development and Travel  |   |           |
|   | Staff Development and Technical Training for Staff (to include travel and per diem if required) to include training on assessment tools. May include Travel Mileage and Parking for staff.  | \$7,500   |
| Staff Development and Travel Subtotal   |   | \$7,500   |
| Participant Activities, Supplies and Equipment for Staff  |   |           |
|   | Participant Activities, Supplies and Equipment for Staff  | \$8,500   |
| Supplies and Equipment Subtotal   |   | \$8,500   |
| Total   |   | \$501,160 |
| Year 1 = \$501,160<br>Year 2 (5% increase per SOW) = \$526,218<br><b>AGREEMENT TOTAL= \$1,027,324</b> |   |           |

- b) Empowerment may also invoice the City for Correctional Treatment Fund for services provided to individual clients who require substance abuse and/or dual diagnosis treatment. Services may include diagnostic and therapeutic Services and/or recovery support services as outlined the **Correctional Treatment Fund Outpatient Treatment Program Policy (CTF)**. These services will be billed monthly. Separate from the budgetary amounts reflected in this document, Correctional Treatment Fund services are reimbursed under a fee-for-service model.