

**AGREEMENT**

**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 **COMMUNITY EDUCATION CENTERS, INC.**, having its principal office at 4955 Technology Way, Boca Raton, Florida, 33431 ("Contractor").

**RECITALS:**

**WHEREAS**, the City is desirous of securing certain services from the Contractor pursuant to the fiscal year 2019/2020 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.** If requested by the City, the Contractor shall submit a description of services 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 are referenced as

**Exhibit A** and the Scope of Work for the Cognitive Behavioral Treatment (CBT) Program in Community Corrections and attached hereto and incorporated herein by this reference as **Exhibit B**.

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 2019/2020.
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 four (4) 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. If requested by the City, the Contractor shall provide a written plan outlining use and distribution of allocated Correctional Treatment funds for FY2019/2020.
19. 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.
20. 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.
21. 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.
22. Provide a written report about Client progress to the District Court Probation Department at least thirty (30) days prior, or to the Colorado Department of Corrections personnel, at least two (2) weeks prior to the scheduled termination of a Client, as appropriate. 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 seventy-two (72) hours 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.
23. 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.
24. 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.
25. 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.
26. Keep all records of Clients confidential and ensure that they are not subjected to public disclosure to the extent provided by law.
27. 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.
28. 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.

29. 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.
30. 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.
31. Charge each Client participating in the program a reasonable daily fee on an ability to pay basis. The maximum charge to a Client shall not exceed the maximum set forth by the Colorado Division of Criminal Justice in its contract with the City and County of Denver, through which funds for the Agreement herein are 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.
32. 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.
33. The Contractor shall comply with all applicable Titles of the Prison Rape Elimination Act of 2003 (PREA). (PREA; Public Law 108-79).
34. 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.

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

**II. TIME OF PERFORMANCE:**

The term of this Agreement is understood and agreed to commence **July 1, 2019** and run through **December 31, 2019**. Either party has the ability to terminate upon mutual consent of both parties and by providing 30 days prior written notice of desired termination.

**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 **Two Million Dollars and 00/100 Cents (\$2,000,000.00)** 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 2019/2020 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 2019/2020 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 C**, 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 2019/2020 Community Corrections Contract with the City, and the State Department of Corrections 2019/2020 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:

<b>A.</b>	Denver Department of Safety Community Corrections Division	Greg Mauro, Director Phone: 720-913-8250
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303 West Colfax Avenue  
Department 1701  
Denver, Colorado 80204

- B. Community Education Centers Inc.  
4955 Technology Way  
Boca Raton, Florida 33431

**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:** SAFTY-201951449-00  
**Contractor Name:** Community Education Centers

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-201951449-00  
Community Education Centers

By: DocuSigned by:  
Derrick Schofield  
D954B5B776F044C...

Name: Derrick Schofield  
(please print)

Title: Executive Vice President  
(please print)

ATTEST: [if required]

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

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

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

## STATE OF COLORADO CONTRACT COVER PAGE

<b>State Agency</b> Colorado Department of Public Safety Division of Criminal Justice, Community Corrections	<b>Contract Number</b> 
<b>Contractor</b> City and County Denver, a municipal corporation organized pursuant to the Constitution of the State of Colorado to be administered by the Department of Safety/Community Corrections, through the Denver Community Corrections Board hereinafter referred to as the Board.	<b>Contract Performance Beginning Date</b> The later of the Effective Date or July 1, 2019
Funds are not allocated 5 years at a time. The Option Allocation Letter (Exhibit B) will be used to allocate funds each year once the Long Bill has been signed by the governor.	<b>Initial Contract Expiration Date</b> June 30, 2024
	<b>Contract Authority</b> Authority to enter into this Contract exists in <b>Title 17, Article 27, Section 103 and Title 18, Article 1.3, Section 301 C.R.S. as amended</b> 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>Contract Purpose</b> 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.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> <li>1. Exhibit A - Statement of Work</li> <li>2. Exhibit B - Sample Option Allocation Letter</li> <li>3. Exhibit C - Sample Option Reallocation Letter</li> <li>4. Exhibit D - Board Resolution</li> <li>5. Exhibit E - Community Corrections Standards</li> <li>6. Exhibit F - Sample Community Corrections Information and Billing Invoice</li> <li>7. Exhibit G - Sample Board Administrative Report</li> <li>8. Exhibit H - HIPAA Business Associate Agreement</li> <li>9. Exhibit I - Basic Operational Requirements of Community Corrections Providers</li> </ol> In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> <li>1. HIPAA</li> <li>2. Colorado Special Provisions in §18 of the main body of this Contract.</li> <li>3. The provisions of the other sections of the main body of this Contract.</li> <li>4. Exhibit A, Statement of Work.</li> <li>5. Exhibit B, Sample Option Allocation Letter</li> </ol>	
<b>For the State:</b> Joe Thome, Director Division of Criminal Justice 700 Kipling Street, Suite 1600 Denver, Colorado 80215 Joe.thome@state.co.us	<b>For Contractor:</b> Greg Mauro, Director Denver Community Corrections 303 West Colfax Avenue, Department #1701 Denver, CO 80202 greg.mauro@denvergov.org

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p><b>CONTRACTOR</b> City and County of Denver</p> <hr/> <p>By: Michael B. Hancock, Mayor</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Public Safety Stan Hilkey, Executive Director</p> <p><i>Joe Thome</i></p> <hr/> <p>By: Joe Thome, Director, Division of Criminal Justice</p> <p>Date: <u>6/11/19</u></p>
<p>2nd State or Contractor Signature if Needed</p> <hr/> <p>By: _____</p> <p>Date: _____</p>	<p><b>LEGAL REVIEW</b> Phil Weiser, Attorney General</p> <hr/> <p>By: _____</p> <p>Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> Robert Jarus, CPA, MBA, JD</p> <p>By: <i>Nick S</i></p> <p>Effective Date: <u>6/26/19</u></p>	

**Contract Control Number:** SAFTY-201948764-00

**Contractor Name:** Colorado Division of Criminal Justice

By: Joe Thome



Name: (please print) Joe Thome

Title: (please print) Director, Division of Criminal Justice

**ATTEST: [if required]**

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

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

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



Contract Control Number: SAFTY-201948764-00

Contractor Name: Colorado Division of Criminal Justice

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of April 22, 2019.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson

By [Signature]

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By [Signature]

By [Signature]

By Valerie Volney, Deputy Auditor for Auditor O'Brien



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### 1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the "State"). Contractor and the State agree to the terms and conditions in this Contract.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

#### B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

#### C. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall



remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

#### D. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

##### i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

##### ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

##### iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, 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, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. 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 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.

## EXHIBIT A

- C. **"Chief Procurement Officer"** means the individual in whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- D. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- E. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. **"End of Term Extension"** means the time period defined in §2.C
- I. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- J. **"Exhibits"** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. **"Extension Term"** means the time period defined in §Error! Reference source not found.
- L. **"Goods"** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.
- N. **"Initial Term"** means the time period defined in §2.B
- O. **"Party"** means the State or Contractor, and **"Parties"** means both the State and Contractor.
- P. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or

## EXHIBIT A

trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

- Q. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. **"Services"** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- S. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **"Subcontractor"** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- X. **"Work"** means the Goods delivered and Services performed pursuant to this Contract.
- Y. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work.

## EXHIBIT A

"Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

#### 5. PAYMENTS TO CONTRACTOR

##### A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

##### B. Payment Procedures

##### i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

##### ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

##### iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the Payment Forfeiture

determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the

## EXHIBIT A

State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.D.

C. Payment Forfeiture

Payment for Work shall be paid from the same Fiscal Year Appropriation in which the Work was performed. Contractor shall submit all invoices for the current Fiscal Year on or before July 5, of the following Fiscal Year. Failure by Contractor to submit invoices by July 5 may result in a forfeiture of payment. In no event shall the State pay late invoices from a reverted appropriation.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §14.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

## 7. CONTRACTOR RECORDS

### A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (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, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

### B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

### C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

### D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

## 8. CONFIDENTIAL INFORMATION-STATE RECORDS

## EXHIBIT A

**A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines.

(i) 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, and (ii) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements.**

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

**C. Use, Security, and Retention**

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

**E. Data Protection and Handling**

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

**F. Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

**A. Actual Conflicts of Interest**

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

**B. Apparent Conflicts of Interest**

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be 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 under this Contract.

**C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, 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 actual or apparent conflict constitutes a breach of this Contract.

**10. INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

**A. Workers' Compensation**



## EXHIBIT A

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

**B. General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

**C. 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.

**D. Protected Information**

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

**E. Professional Liability Insurance**

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**F. Crime Insurance**

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**G. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

**H. Primacy of Coverage**

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

**I. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within 7 days of Contractor's receipt of such notice.

#### J. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract 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.

#### K. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, 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. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

#### L. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

### 11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

### 12. REMEDIES

#### A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section, in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

##### i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

##### a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance 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 not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to 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 but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

##### b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees 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 as if this Contract had been terminated in the public interest under §2.D.

##### c. 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 in connection with any breach by Contractor, and the State may withhold 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, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

##### ii. Remedies Not Involving Termination

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The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work 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.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State

**B. Contractor's Remedies**

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. DISPUTE RESOLUTION**

**A. Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

**B. Resolution of Controversies**

## EXHIBIT A

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

**14. NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the Designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

**15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION****A. Work Product**

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

**B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the

## EXHIBIT A

performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

**C. Exclusive Property of Contractor**

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

**16. 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 any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

**17. GENERAL PROVISIONS**

**A. Assignment**

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

**B. Subcontracts**

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

**C. Binding Effect**

Except as otherwise provided in §17.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

**D. Authority**

## EXHIBIT A

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

**E. Captions and References**

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. 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.

**F. Counterparts**

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**G. Entire Understanding**

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

**H. Digital Signatures**

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

**I. Modification**

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

**J. Statutes, Regulations, Fiscal Rules, and Other Authority**

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

**K. External Terms and Conditions**

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

**L. Severability**

## EXHIBIT A

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

**M. Survival of Certain Contract Terms**

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

**N. Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

**O. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in §17.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. 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 this Contract, and do not create any rights for such third parties.

**P. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Q. CORA Disclosure**

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**R. Standard and Manner of Performance**

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

**S. Licenses, Permits, and Other Authorizations.**

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of



their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

**T. Indemnification**

**i. General Indemnification**

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

**ii. Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Contractor in violation of §8 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 Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

**iii. Intellectual Property Indemnification**

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

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

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express

## EXHIBIT A

or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. 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 shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. 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. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW.**

Contractor shall 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. CHOICE OF LAW, JURISDICTION, AND VENUE.**

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. 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.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

**H. SOFTWARE PIRACY PROHIBITION.**

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. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

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. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to Intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's 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 by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[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 verification program established pursuant to §8-17.5-102(5)(c), C.R.S., 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 (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5),

## EXHIBIT A

C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department 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 Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., 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. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

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

## EXHIBIT A

**EXHIBIT A  
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 Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended.
- B. Board Types and Responsibilities. The following functions are required to be eligible for administrative funds as described in section II.A.4:
- 1) Type 1 boards shall be eligible for up to three percent (3%) of administrative funds upon demonstration of the following services and functions:
    - (a) Screen offender referrals for placement in a residential community corrections facility.
    - (b) Administer contracts with approved service providers
    - (c) Administer payments to subcontractors
    - (d) Provide formal education and training to board members
  - 2) Type 2 boards shall be eligible for up to four percent (4%) of administrative funds upon demonstration of the following services and functions:
    - (a) All Type 1 board services and functions, AND
    - (b) In coordination with state and local agencies, monitor community corrections programs within the jurisdiction of such board with each of the following:
      - (i) Respond to and investigate complaints, critical incidents, or citizen inquiries
      - (ii) Enforcing provider corrective action plans to achieve compliance with Standards
    - (c) Educate and train communities and local officials or criminal justice agencies about community corrections structure and programming
    - (d) Provide an annual written report to the State that documents the frequency and measurements of the above administrative functions
  - 3) Type 3 boards shall be eligible for up to five percent (5%), contingent upon available appropriations of administrative funds, upon demonstration of the following services and functions:
    - (a) All Type 1 board services and functions, AND
    - (b) All Type 2 board services and functions, AND
    - (c) In coordination with state and local agencies, monitor community corrections programs within the jurisdiction of such board with each of the following:
      - (i) Oversee compliance with federal, state and local standards
      - (ii) Provide written reports of program compliance with the Colorado Community Corrections Standards using a state-approved audit process
    - (d) Collaborate with the state agencies to improve and advance community corrections programming

## EXHIBIT A

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

- C. Reports. The Contractor, and its subcontractors, shall provide timely, prompt, and accurate reports as are or may be required by the State, Colorado Department of Corrections or State Judicial Branch during the period of the Contract, which include but are not limited to statistical reports, caseload data, 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.
- D. 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 be the first day of each month to the last day of each month.
  - 2) The contractor shall submit bills to the State no later than the 15th day of the month following the end of the *billing period* or as required in Section J - J(4).
  - 3) Billing shall be submitted through the Community Corrections Information and Billing system and/or, at the sole discretion 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 "F", 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 the 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 the fiscal year.
  - 6) The Contractor agrees to attempt to use funds on an approximately equal quarterly basis, unless authorized by the State. If actual quarterly expenditures are less than the quarterly advance by more than twenty percent (20%), subsequent quarterly payments may be reduced accordingly.
- E. Subcontract.

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- 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 comply with the terms and provisions of this contract and all applicable sections of Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended. The Contractor shall include all requirements of this Contract in all subcontracts with programs.
- 2) Copies of all subcontracts shall be provided to the State within ninety (90) days following the beginning of the 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) All subcontractor responsibilities shall be the responsibility of the Contractor if the State is contracting directly with a community corrections program that provides services and supervision for offenders.
- 4) Standards. The Contractor shall ensure that its subcontractors meet, maintain and comply with all applicable guidelines or standards as provided in Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended, and the "Colorado Community Corrections Standards", as revised or amended, attached, marked as Exhibit "E" and incorporated herein by reference. Non-compliance with Standards may result in:
  - (a) Reduction of services via an executed Option Letter.
  - (b) Implementation of a corrective action plan. The State may require Contractor to require the subcontractor to develop a Corrective Action Plan using the services of a professional consultant with subject matter expertise in Colorado community corrections. The consultant must be approved by the State. The consultant services shall be at the expense of the subcontractor;
  - (c) Implementation of an increased staffing pattern that ensures adequate offender supervision and provision of Services;
  - (d) Cessation of offender placements in the program;
  - (e) Execution of a competitive bid process, coordinated with the local community corrections board, to consider alternate program providers;
  - (f) Termination of this Contract for breach;
- 5) 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,

## EXHIBIT A

safety, fire, building, and zoning requirements as they currently exist and may hereafter be amended. Without limitation, these laws and regulations include:

- (a) *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.
  - (b) *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 assure that subcontractors demonstrate compliance by ensuring that reentry services are both architecturally and programmatically accessible.
  - (c) *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).
- 6) Client Files. The Contractor shall ensure that it and its subcontractors maintain individual files for each offender participating in their program as required by DOC/SJB. 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.
  - 7) Fugitive Reporting System. Pursuant to Section 17-27-104(11), C.R.S., the Contractor shall ensure that any probable escape of any offender funded pursuant to this Contract is reported by program staff providing services through this Contract in the manner prescribed by the State.
  - 8) 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".
  - 9) Reimbursement by Client.
    - (a) *Subsistence* - The Contractor shall ensure that its subcontractors know that they may charge each offender participating in a community corrections program the reasonable costs of the services not covered by State payments, pursuant to the annual legislative appropriation. The charges may be, but are not required to be, collected on an ability-to-pay basis. Each offender shall be issued receipts for fees collected. Offenders shall not be charged subsistence while in jail or in the hospital.
    - (b) *Additional Program Fees* - Any fees assessed to offenders in excess of the amounts listed in the legislative appropriation for subsistence must be approved in advance by the State and the local community corrections board. This excludes voluntary and incidental



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expenditures by offenders that do not constitute fees that are universally assessed to all offenders.

- 10) 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.
- 11) Unauthorized Absence. The Contractor shall ensure that when an offender is discovered to be absent from an approved location or activity without authorization, the 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 the subcontractor 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.
- 12) Access to Medical Services. Policy and procedures of the subcontractor 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 agency. The State shall compensate the Contractor at the full rate of the day 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, unless the referral agency notifies the subcontractor otherwise.
- 13) 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 the 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.
- 14) Notification of Ownership Changes (Governmental Entities Exempt).
  - (a) The Contractor shall ensure that its subcontractors notify the State in writing within thirty (30) days after becoming aware that a change in its ownership has occurred, or is certain to occur. The Contractor shall also ensure that its subcontractors notify the State in writing within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred, or are certain to occur, as a result of a change in ownership.
  - (b) The Contractor shall ensure that its subcontractors:

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- (i) Provide the Contractor with a transition/continuity plan regarding supervision of clients, transfer of client records and staffing plan;
  - (ii) Maintain current, accurate and complete inventory records of assets and their costs;
  - (iii) Provide the State or designated representative ready access to the records upon request;
  - (iv) 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 of the subcontractor's ownership changes; and
  - (v) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each subcontractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of the State.

15) Additional Services. The Contractor shall ensure that its subcontractors obtain prior written approval from the State before providing any billable services or evaluations that would exceed the Contract Maximum Amount listed on the Cover Page of this Contract. If services are performed by the Contractor that exceeds the Contract Maximum Amount on the Cover Page or any subsequently issued Option Letter, the State shall not be liable for reimbursement. Should additional funding become available, the State may, at its discretion, choose to authorize more services by Option Reallocation Letter.

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 Exhibit "B" subject to compliance with the provision of the contract;
- 2) During the term of the Contract, upon receipt of proper billings from the Contractor as provided in section 18 paragraph J, herein, payment shall be offset against advances up to a maximum total payment as specified in Exhibit "B"
- 3) Reimbursement will not be allowed for the first day of an offender's participation in a program, but shall be allowed for the last day of an offender's participation. The day an offender transfers from Residential to Non-Residential status, reimbursement will be made at the residential daily rate, but shall not be made for non-residential expenses. The day an offender transfers from Non-Residential to Residential status, reimbursement will be made for Non-Residential expenses, but shall not be made for the residential daily rate.

## EXHIBIT A

- (a) Contractors shall keep financial records documenting the receipt and expenditure of all administrative funds and maintain these records for a period of three (3) years following the contract period.
  - (b) Semi-annual reports summarizing each quarter's administrative expenditures within each option 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".
  - (c) The Contractor or employees of the Contractor who have responsibility for receipt and/or disbursement of money under this contract shall be bonded or insured to the value of the total allocation in Exhibit "B". Documentation of such bonding or insurance shall be forwarded to the State prior to the disbursement of contract funds.
- 4) The Contractor shall use no more than three percent (3%) of their total residential diversion allocation for condition of probation clients. This may be waived or modified, all or in part, by the State upon request by the Contractor.
  - 5) The Contractor may request funds to supplement the allocations of this contract, under circumstances defined by the Office of State Planning and Budgeting. All requests for supplemental funds are subject to review by the executive and legislative branches of the State and are subject to the provisions of the Reallocation Letter.
  - 6) Reimbursement may be allowed for any additional programmatic funding approved by the Legislature.
- 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 all travel to DOC correctional facilities shall be coordinated by DOC prior to the Contractor being reimbursed. 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 Exhibit "B." Payment shall be made by the 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 per diem rate, when authorized and approved by DOC or SJB:
- i) "Pass or furlough" based on a privilege to leave the facility to an approved location for up to forty-eight (48) hours.

## EXHIBIT A

- 2) "Off-grounds leave" for the purpose of which is to conduct a hearing or assessment regarding the continuation of the offender in community corrections, for a maximum allowable period of three (3) days.
  - 3) "Emergency leave" caused by and limited to a serious life-threatening incident in the offender'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. Noncompliance. The State agrees to allow the Contractor thirty (30) days within which they may correct or justify identified issues, following a notice of non-compliance, unless there is an immediate risk to public safety pursuant to section 11 of the contract. If the identified issues are unresolved within the thirty (30) day period, action may be taken under any applicable provisions of this Contract.
- 1) Notwithstanding any other provision of this contract, the State may on an emergent basis and after appropriate inquiry designate any program or provider receiving funds pursuant to this contract as ineligible to continue to receive such funds when it is demonstrated 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.
  - 2) 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.
  - 3) The designation of ineligibility to receive funds shall continue until the State finds that the imminent and significant threat to public safety has been abated and is not likely to recur.
  - 4) The designation of ineligibility to receive funds shall not prohibit payment for services already rendered.

**OPTION ALLOCATION LETTER**

**EXHIBIT B**

**CT #**

<b>Date:</b>	<b>Original Contract CMS #:</b>	<b>Allocation Letter #:</b>	<b>CMS Routing #</b>
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**TO:**

In accordance with Section 7.A of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and \_\_\_\_\_ July 1, 20\_\_ and ending on June 30, 20\_\_, the undersigned commits the following funds to the Grant:

- 1. Payment for the period July 1, 20\_\_ through June 30, 20\_\_ will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed \$\_\_\_\_\_ to be allocated as follows :

\$\_\_\_\_\_ for Residential services for community corrections offenders, payable at a daily community rate of \$43.11 per offender; and,

\$\_\_\_\_\_ for Residential Condition of Probation IRT services for community corrections offenders, payable at a daily community corrections rate of \$43.11 per offender; and,

\$\_\_\_\_\_ for Non-Residential Diversion services for offenders not to exceed an average of \$6.28 per day per offender; and,

\$\_\_\_\_\_ for Treatment Support

\$\_\_\_\_\_ for Facility Payments to be disbursed as outlined in Statewide Facility Payment Policy for FY19 and,

\$\_\_\_\_\_ for Community Corrections Board Administration by the Contractor;

- 2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
- 3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.
- 4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than August 31, 20\_\_.

EXHIBIT A

This Allocation Letter does not constitute an order for services under this Grant.  
The effective date of hereof is upon approval of the State Controller or July 1, 2018, whichever is later.

**STATE OF COLORADO**  
**Jared S. Polis, GOVERNOR**  
 Colorado Department of Public Safety  
 Stan Hikey Executive Director

---

By: Joe Thome, Director

Date: \_\_\_\_\_

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
 Colorado Department of Public Safety

Date: \_\_\_\_\_

## REALLOCATION OPTION FUNDING LETTER EXHIBIT C

<b>Date:</b>	<b>Original Contract CMS #:</b>	<b>Grant Funding Change Letter # 1</b>	<b>CMS Routing #</b>
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TO:

In accordance with Section 7 of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and \_\_\_\_\_ beginning \_\_\_\_\_, 2019 and ending on June 30, 20\_\_\_\_, the undersigned commits the following funds to the Grant.

The amount of grant funds available and specified in Section 7.A are increased/decreased by \$ \_\_\_\_\_ to a new total funds available of \$ \_\_\_\_\_ for the following reason: Negative Supplemental Request. Section 7.A is hereby modified accordingly.

This Grant Funding Letter does not constitute an order for services under this Grant.

The effective date of hereof is upon approval of the State Controller or January 25, 2015, whichever is later.

**STATE OF COLORADO**  
**JOHN W. HICKENLOOPER, GOVERNOR**  
Stan Hilkey, Executive Director  
Colorado Department of Public Safety

By: Joe Thome, Director  
Division of Criminal Justice  
Date: \_\_\_\_\_

### ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Department of Public Safety

Date: \_\_\_\_\_

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**Sec. 14-125. Community corrections.**

(a) Pursuant to the manager of safety's plenary powers as ex-officio sheriff of the city under article II, part 6 of the Denver City Charter and C.R.M.C. section 14-122, the said manager may establish and maintain such community corrections programs and activities, consistent with state and federal law, as the manager deems appropriate for the incarceration, oversight and rehabilitation of offenders as defined in C.R.S. § 17-27-102(6) or successor statute, and shall have power and authority, and is hereby empowered and authorized, to manage and operate such community corrections programs and activities. For the purposes of definitions contained in C.R.S. § 17-27-102 or successor statute, the city's "governing body" shall be the Denver city council and the "unit of local government" shall be the City and County of Denver, acting through the department of safety. The department of safety shall be the sole city agency having management authority over community corrections programs and activities. All powers, responsibilities and activities of the manager of safety as set out in this section or in division 9 of article VIII of chapter 2 of this Code may be delegated to such designee(s) as the said manager may determine, subject to the manager's final authority.

(b) In addition to the powers granted to the manager of safety by article 27 of title 17, Colorado Revised Statutes, or successor statute, the said manager shall have power and authority, and is hereby empowered and authorized, to adopt conditions, guidelines and rules and regulations for the establishment, management, supervision and operation of community corrections programs and activities for offenders as defined herein, for offenders released from or transferred from the Denver county jail or other city correctional facility to the community corrections program, pursuant to the provisions of article 27 of title 17, Colorado Revised Statutes, and for certain operational and decisional parameters for the Denver community corrections board.

(c) The manager of safety is hereby authorized to contract for the services necessary to implement community corrections programs from monies appropriated by the city or generated by these programs or payable from other community corrections funding sources, including but not limited to the state and federal governments.

(d) For the purposes of this section, "community corrections program" shall have the meaning set out at C.R.S. § 17-27-102 or successor statute. Placement of offenders into the community corrections program as established and operated by the city shall be accomplished through interaction with the Denver community corrections board, which shall utilize such criteria for recommendation of placement of such offenders as may be developed by the said manager, in coordination and consultation with the board, as guidelines, or may, in the manager's discretion, be promulgated through rule and regulation.

(Ord. No. 481-03, § 1, 6-16-



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**Sec. 2-255.40. Powers.**

The Denver Community Corrections Board is authorized and shall continue to exercise all powers granted to such advisory community corrections boards by the provisions of this Code pertaining to community corrections, by article 27, title 17 of the Colorado Revised Statutes, by the Colorado Childrens Code or by other statutory authority.

(Ord. No. 509-00, § 1, 8-26-00; Ord. No. 481-03, § 2, 8-16-

**Sec. 2-255.41. Appointment and qualification of members.**

The Denver Community Corrections Board shall consist of twenty-one (21) members, who shall be appointed by the mayor and whose appointments shall be confirmed by ordinance. The board shall be comprised as follows:

- (1) Six (6) representatives of the citizens of the
- (2) Three (3) representatives of the city department of safety, one of whom shall be the director of the department of corrections/undersheriff;
- (3) One (1) locally elected
- (4) Two (2) individuals with experience, knowledge, and interest in the criminal justice field;
- (5) One (1) victim's advocate from a local public or private
- (6) The remaining members to include not more than one representative from each of the following public agencies: the city district attorney's office, the city public defender's office, the city department of human services, the state department of corrections, the state department of human services, the city public school district, the city district court adult probation office, and the city district court juvenile probation office.

(Ord. No. 509-00, § 1, 8-25-

**Sec. 2-255.42. Terms of members.**

Members of the city community corrections board shall serve for terms of four (4) years. However, to achieve a staggering of the terms of board members, six (6) of the board members first appointed after June 30, 2000, shall serve one (1) year terms, five (5) shall serve two (2) year terms, five (5) shall serve three (3) year terms, and five (5) shall serve four (4) year terms.

(Ord. No. 509-00, § 1, 6-28-

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**Sec. 2-255.43. Procedures.**

The board shall be authorized to adopt by-laws and internal guidelines governing its internal operations, and shall be authorized to advise and cooperate with the department of safety in the development of guidelines or the promulgation of rules and regulations, in the discretion of the manager of safety, establishing criteria, standards, functions, procedures and operations of the board in advising and recommending to the said Manager the placement of offenders into the city's community corrections program, which guidelines or rules and regulations shall be consistent with the powers of advisory community corrections boards as set forth in this division and by statute and with the community corrections functions and operations of the department of safety as established by ordinance or granted by the Charter of the city or by state law.

(Ord. No. 509-00, § 1, 6-25-00; Ord. No. 481-03, § 3, 6-15-

EXHIBIT E COLORADO COMMUNITY STANDARDS

**Office of Community Corrections**  
 700 Kipling Street, Suite 1000, Denver CO 80215  
<http://dcj.state.co.us/occ>



**COLORADO**  
 Division of Criminal Justice  
 Department of Public Safety

EXHIBIT A

Exhibit P - Community Corrections Billing

Invoice #		Bill Month / Year	
Program Name		Judicial District	
Bill Type	Transaction	Status Date	
Bill Status	OCC Approved		

Last Name	First Name	Doc #	Case #	Entry Date	Activity	Term. Date	RR Start	RR End	Serv. Days	Rate	Cost
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/27/2018	1/31/2018	5.00	\$43.11	\$188.70
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/25/2018	25.00	\$43.11	\$943.50
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/5/2018	1/31/2018	26.00	\$43.11	\$981.26
					Service		1/1/2018	1/5/2018	5.00	\$43.11	\$188.70
					Service		1/1/2018	1/25/2018	25.00	\$43.11	\$943.50
					Service		1/1/2018	1/31/2018	31.00	\$43.11	\$1,169.94
					Service		1/1/2018	1/25/2018	25.00	\$43.11	\$943.50
					Service		1/1/2018	1/1/2018	1.00	\$43.11	\$43.11
<b>Total</b>									<b>463.00</b>		<b>\$17,473.22</b>

EXHIBIT A

PREPARED BY:		JUDICIAL DISTRICT:	
TITLE: Community Corrections Financial Expense Report		FISCAL YEAR: From _____ To _____	
DATE	TYPE OF REPORT (CHECK ONE) 1 <sup>st</sup> & 2 <sup>nd</sup> Quarter (Jul - Dec) 3 <sup>rd</sup> & 4 <sup>th</sup> Quarter (Jan - Jun)		
PHONE:			
4% Administrative Allocation - Balance Forward from Previous Year:		\$	
4% Administrative Allocation - Amount Received to Date:		\$	
4% Administrative Allocation - Total Expenditures		\$	
CATEGORY	EXPENDITURES		
	A July through December	B January through June	E TOTAL TO DATE (A+B)
Personnel			
Supplies & Operating			
Travel			
Equipment			
Indirect Costs			
Consultants and Professional Services			
TOTALS			

REQUIRED SIGNATURE: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures are for the purpose set forth in the contract documents.  
 Person completing the form:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date:

**SUBMIT SIGNED FORM, WITH ORIGINAL SIGNATURE, TO DCJ NO LATER THAN 30 DAYS AFTER THE END OF EACH QUARTER. ALL SUPPORTING DOCUMENTATION MUST BE SUBMITTED WITH THE FINANCIAL EXPENSE REPORT**

## EXHIBIT H - HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

### 1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

### 2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures
  - i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.



## EXHIBIT A

- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
  - ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
    - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
    - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
  - iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
  - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(c)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
  - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
  - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such

## EXHIBIT A

system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
- i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
  - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
- i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
    - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
    - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
  - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
  - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

## EXHIBIT A

- i. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

## EXHIBIT A

o. Business Associate's Insurance and Notification Costs.

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
  - A. loss of PHI data;
  - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
  - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership.

- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement.

and shall continue to maintain the accounting of disclosures required under Section 3.11 above, for a period of six years.

#### 4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
  - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
  - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

#### 5. TERMINATION

- a. Breach.
  - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
  - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
  - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
  - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
  - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## 6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## 7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## 8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## 9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

## 10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
  - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
  - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

## EXHIBIT A

- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
  - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
  - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- h. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

## 11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

## 12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

## 13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

## APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

### 1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

### 2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
  - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
  - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
  - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:
  - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:
  - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
  - i. Reserved.



## Basic Operational Requirements of Community Corrections Providers Exhibit I

### 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 B



**STATE OF COLORADO**  
**Colorado Department of Public Safety 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 the 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 in conjunction with Community Education Centers for the purpose of establishing a Cognitive-Behavioral Therapeutic Pilot Program per DCJRFP1707CBTPILOT.

#### **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 - OPTION ALLOCATION LETTER

EXHIBIT C - OPTION REALLOCATION LETTER

EXHIBIT D - RFP DCJRFP1707CBTPILOT

EXHIBIT E - COLORADO COMMUNITY CORRECTIONS STANDARDS

EXHIBIT F - COMMUNITY CORRECTIONS MONTH-END EXPENDITURE FORM

EXHIBIT G - BASIC OPERATIONAL REQUIREMENTS OF COMMUNITY CORRECTIONS PROVIDERS

EXHIBIT H - OFFEROR RESPONSE

#### **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 **October 1, 2016**. This Contract shall terminate on **June 30, 2021** 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, 2021. 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:**

SEE ATTACHED DOCUMENT

**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 conform to 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 – Option Allocation Letter,
- v. Exhibit C – Option Reallocation Letter,
- vi. Exhibit D – RFP DCJRFP1707CBTPILOT
- vii. Exhibit E – Colorado Community Corrections Standards,
- viii. Exhibit F – Community Corrections Month-End Expenditure Form,
- ix. Exhibit G – Basic Operational Requirements
- x. Exhibit H – Offeror Response

**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>City and County of Denver</b> for and on behalf of Department of Community Correction By: Michael B. Hancock Title: Mayor</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.**

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

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

Date: \_\_\_\_\_

**III. SCOPE OF WORK****EXHIBIT A****A. Overview**

- (1) The Cognitive Behavioral Therapeutic pilot program is specialized for a targeted male population who are high risk with high intrinsic needs in the areas of antisocial mindsets and cognitive structures, criminal orientation/personality and impulse control skill deficits.
- (2) This is a 5 year, high intensity, 48 bed pilot program which will serve at least 200 high risk/high intrinsic needs clients annually.
- (3) The program utilizes a 3-phase approach to address specific intrinsic and primary criminogenic needs of high risk criminal clients.
- (4) Each phase of programming includes risk-informed and evidence-informed efforts in supervision, evidence-based interventions and applies research based dosage targets with phases one and two incorporating a minimum of 300 hours of therapeutic and skill building interventions.

**B. Client Population Served**

- (1) Adult male clients with histories of significant criminal conduct, antisocial cognitions, and/or antisocial personality patterns are eligible for services from the CBT program.
- (2) Clients will be referred from the courts, community-based correctional agencies, or probation agencies for intensive cognitive behavioral treatment services.
- (3) Direct Sentence/Diversion Clients - Clients served in the CBT program shall be limited to:
  - a) Felony clients that are sentenced by a state district court to community corrections whose assessed risks and needs necessitate intensive CBT placement.
  - b) Felony clients referred by a state-funded community corrections program whose assessed risks and needs necessitate intensive CBT placement.
  - c) Felony clients required to successfully complete a CBT program as a condition of their community corrections sentence whose assessed risks and needs necessitate intensive CBT placement.
  - d) Felony clients at risk of regression or technical violation of a community-based correctional sentence due to antisocial behavior whose assessed risks and needs necessitate intensive CBT placement.

The CBT pilot program is targeted for diversion clients, but transition and parole clients may be admitted on a case-by-case basis at the discretion of the local community corrections board and the Division of Criminal Justice.

- (4) Transition Clients - Clients served in the CBT program shall be limited to:

- a) Transition clients regressed from another community corrections program due to antisocial behavior whose assessed risks and needs necessitate intensive CBT placement.
- b) DOC inmates meeting pre-release criteria and eligible for community corrections placement whose assessed risks and needs necessitate intensive CBT placement.
- c) Transition inmates placed in a specialized treatment and release-planning program before transferring to another facility whose assessed risks and needs necessitate intensive CBT placement.

(5) Parole Clients -Clients served in the CBT program shall be limited to:

- a) Parolees regressed from community parole placement due to antisocial behavior whose assessed risk and needs necessitate intensive CBT placement.
- b) Parolees receiving a technical violation whose assessed risk and needs necessitate intensive CBT placement.

*C. Board and Program Level Selection Criteria*

- (1) Clients selected to the program must be assessed through actuarial tools to be high risk with low to moderate behavioral health needs. High risk shall be determined using the following cutoffs as applicable:
  - a) Level of Supervision Inventory (LSI) 29 or greater
  - b) Colorado Actuarial Risk Assessment Scale (CARAS) 37 or greater
  - c) Supplemental Reentry Tool (SRT) Males 15 or greater
  - d) Supplemental Reentry Tool (SRT) Females 19 or greater
  - e) Reentry Tool (RT) Males 16 or greater
  - f) Reentry Tool (RT) Females 15 or greater
- (2) Clients with severe, persistent and present substance use disorders or those that are dually diagnosed (substance dependence and severe mental illness) will likely not be appropriate for admission in this program and would be better suited for other specialized programs such as Intensive Residential Treatment (IRT), Therapeutic Communities (TC) and/or Residential Dual Diagnosis Treatment (RDDT) programs.
- (3) In addition to the above factors, clients shall also be selected based on having primary criminogenic risk factors and needs in the areas of criminal mindset/thinking, anti-social personality traits, and impulse control skill deficits.

*D. Program-Level Assessment*

- (1) Intake- There shall be an assessment expert/team to review each client's appropriateness for the program. The assessment process shall measure clients' risk as well as intrinsic needs in the areas of antisocial mindsets and cognitive structures, criminal orientation/personality and impulse control skill deficits.
- (2) Assessment- The program shall use a dynamic assessment instrument in addition to the SOA-R that specifically measures criminal cognitions/attitudes/beliefs. Assessments must be completed within 7 working days of intake.

*E. Level System*

- (1) Level system- The program shall maintain a level system designed to determine progression through the phases of programming. The program shall determine criminogenic risk factors, treatment, stability and behavioral factors on which a client must make progress to successfully complete each level. Clients shall have incentives tied to progressing through the levels and completion criteria of the CBT program shall be consistent and transparent. Reduction in criminal cognitions/attitudes/beliefs shall be an expectation to progress through the CBT program level system. Client shall not progress to standard community corrections programming until criteria for completion is met.
- (2) Program planning- Program plans shall be completed within 10 working days of client intake. Program plans shall be individualized, based on assessments, and focused on intrinsic criminogenic risk factors. Program plans must be updated between each phase of the CBT program, no later than 5 calendar days after the transition .
- (3) Program Completion Criteria
  - a) Completion criteria must be transparent, pre-established and based on progress on criminogenic needs.
  - b) The CBT program must have periodic assessment and re-assessment to document change on dynamic criminal cognitions/attitudes/beliefs. Measurable change shall be required in order to move on to the next phase of programming.
  - c) Program staff shall provide clients with ongoing behavioral observation and feedback throughout the program.
  - d) Structured decision making will be utilized when determining program completion and planning for appropriate aftercare.

F. *Phased Programming*

(1) Pre-entry phase- This phase emphasizes highly structured supervision, along with highly intensive cognitive behavioral interventions, and structured directed skill practice related to impulse control.

- a) The program shall utilize the SOA-R as well as a specific assessment instrument to measure criminal cognitions/attitudes/beliefs. This shall be a dynamic assessment used to track progress throughout the program.
- b) Client shall not have access to the community without the presence of a staff member unless an emergency occurs.
- c) The client's program plan shall focus on stability and behavioral factors and identify goals and objectives to address intrinsic criminogenic risk factors.
- d) There shall be evidence based interventions to include CBT criminal thinking/restructuring and impulse control skill building.
- e) Dosage in this phase shall be between 200 and 250 hours. A minimum of 40% of the dosage hours must be direct therapeutic contact. The dosage hours in this phase shall primarily target antisocial attitudes, antisocial personality patterns and low impulse control skills.
- t) Clients shall be scheduled in therapeutic and skill building activities such that 60% or more of their time (9-11 hours per day) is made up of structured activities for a minimum of 6 days per week.
- g) Clients shall not be charged subsistence in this phase.

(2) Re-Entry Phase – This phase emphasizes continuing but less intensive cognitive behavioral interventions along with employment readiness and family re-integration.

- a) Client shall be re-assessed on their criminal cognitions/attitudes/beliefs on an ongoing basis.
- b) Clients may have access to the community for structured skill building, therapeutic, or other risk reduction activities. Clients should not have access to the community for leisure/recreational purposes.
- c) The client's program plan shall continue to focus on intrinsic criminogenic needs, stability and behavioral factors and incorporate some extrinsic factors (i.e. family/marital, education/employment, companions) in preparation for transition to Community Entry Phase.
- d) Clients shall be scheduled in therapeutic and skill building activities such that 50% or more of their time (8-10 hours per day) is made up of structured activities for a minimum of 5 days per week.
- e) The program shall offer family groups/interventions beginning in this phase.

- t) Dosage in this phase shall be between 50 and 100 hours. A minimum of 40% of dosage hours must be direct therapeutic contact. Dosage in this phase shall also address job readiness, family/marital dysfunction, and antisocial companions.
- g) The program shall have a relationship with programs within their judicial district and also in other judicial districts that are prepared to receive and treat clients who have completed the Re-Entry Phase. This shall include information sharing, coordinating continuity of treatment, and general collaboration to continue the client's program plan into the next phase. This could include outreach to the destination program or in-reach from the destination program. The CBT program shall provide a discharge summary to the destination program.
- h) Clients shall not be charged subsistence in this phase.
- i) Clients shall be re-assessed on the LSI prior to being discharged to the Community Entry Phase.

(3) Community Entry Phase -Clients will transition into regular residential community corrections.

- a) The Community Entry Phase consists of regular community corrections programming and services. The CBT pilot program should target a community corrections placement that is capable of providing the appropriate aftercare to clients of the CBT pilot program. The provider for the Community Entry Phase should sustain fidelity with the Progression Matrix, should have a structured sanctions and incentives program, and should generally have an infrastructure to support higher risk clients.

*G. Dosage and Curricula*

- (1) Direct Therapeutic Contact- Direct Therapeutic Contact hours shall be comprised of cognitive-behavioral, evidenced based, manualized curricula targeted at high risk/high intrinsic needs clients. Curricula must be targeted at addressing antisocial attitudes, antisocial personality patterns, and low impulse control. The ratio of staff to clients in group settings shall not exceed 1:12.
- (2) Structured Skill Building Activities- Structured skill building activities shall be comprised of structured skill building and skill practice activities that are targeted at antisocial attitudes, antisocial personality patterns, and low impulse control skills. The CBT program shall utilize evidenced based guides and/or curricula to support skill building activities (e.g. Carey Guides, worksheets from curricula). The program may also utilize some time for experiential activities targeted at risk reduction. The ratio of staff to clients in group settings shall not exceed 1:12 for curricula-based activities and all skill building activities must be actively facilitated by staff.
- (3) Individual Risk Reduction and Therapeutic Meetings- Program staff shall meet with clients individually twice weekly to provide targeted interventions aimed at risk reduction (e.g. skill practice, program planning activities, thinking reports, behavioral interventions, and motivational enhancement sessions). These individual meetings may be counted toward direct therapeutic contact hours.

*H. Treatment/Progress Documentation*

- (1) The provider shall clearly document each client's treatment-related and structured skill building activities. Documentation shall also include:

- a) a description of the treatment activity (e.g., group therapy, individual therapy, skill-building exercise),
- b) the duration of time to complete the activity,
- c) the date of the activity and staff contact, and
- d) the criminogenic need area(s) addressed.

(2) Treatment/progress notes shall also include the client's response to the intervention and progress toward treatment goals. Records of treatment-related activities shall be maintained in each client's file and must be completed, at a minimum, daily.

I. *General Staff Selection Criteria*

- (1) All staff, including administration, has a vital role in behavior change. The program shall use teams of staff that all share a role in both behavior change and direct supervision.
- (2) Staff must be experienced and knowledgeable in research related to Risk/Needs/Responsivity, treatment dosage, National Institute of Corrections Principles of Effective Intervention, Cognitive Behavioral Treatment, and other risk reduction approaches for high risk and high needs clients (e.g. integrated practice models, motivational interviewing, and directed skill practice).
- (3) Staff at all levels are selected, in part, based on their motivation to apply evidence based practices and their alignment with evidence-based behavior change. Staff should be selected, in part, based on their general attitudes toward working with high risk/high need clients and their ability to demonstrate a healthy working alliance with clients to assist them with behavior change and risk reduction.

J. *Staffing Credentials*

- (1) Clinicians/Counselor/Case Manager: Program staff shall be appropriately credentialed. Credentialing must include training in curricula offered and/or plan to provide relevant training. Program staff shall have a Bachelor's Degree (Master Degree preferred with experience working with community based high risk client population).
- (2) Program/Clinical Director- The director shall be experienced in staff development, quality assurance, coaching, fidelity and feedback practice. The director shall provide/coordinate regular supervision and coaching to clinical and counselor staff.

K. *Coaching/Supervision*

- (1) Clinical Supervision- The CBT program shall be staffed such that clinical supervision is provided internally. Clinicians shall receive supervision in accordance with Office of Behavioral Health guidelines. Supervision shall be reflective and growth-oriented. The supervisor shall conduct regular live observations of clinicians and provide structured feedback. Frequency of live observation should be commensurate with staff knowledge and experience; however, this shall occur no less than quarterly. Group supervision may be utilized, although the reflective nature of supervision must remain intact and this shall be distinct from staff meetings.

(2) **Counselor Coaching/Supervision-** Counselors shall receive coaching at the frequency necessary to complete their job duties. Structured fidelity outputs shall determine the frequency with which each staff member needs to be coached in each area, though this shall occur no less than quarterly. Areas of coaching shall include, but are not limited to:

- a) Motivational Interviewing
- b) Caseplanning
- c) Contingency management
- d) Structured sanction responses
- e) Skill building
- f) Cognitive behavioral treatment model
- g) Risk/need Assessments and principles

*L. Sanctions and Incentives*

- (1) **Sanctions-** The program shall establish a structured sanctions model such that responses to violation behavior are swift, certain, fair, consistent, and transparent. Sanctions procedures shall be procedurally just and include all due process considerations.
- (2) **Incentives-** The program shall establish a structure for incentivizing prosocial behavior. Incentives shall target behaviors that demonstrate progress on criminogenic needs and shall be given by all levels of staff. Responses to desired prosocial behavior shall be swift, certain, fair, consistent and transparent.

*M. Substance Testing*

- (1) **Substance Abuse Testing -** The provider shall be capable of testing for drug use with a system that complies with appropriate standards for accuracy and proper evidence handling. One urine drug screen will be required upon admission. At least one random documented full urine screen shall be performed each calendar week on each client. Unless specified differently herein, substance abuse testing procedures shall comply with all related provisions of the C.C.C.S.
- (2) **Alcohol Abuse Monitoring-** The provider shall be capable of testing for alcohol use with breathalyzer testing or another system that complies with appropriate standards for accuracy and proper evidence handling. At least two random documented alcohol screenings shall be performed each calendar week. Alcohol abuse monitoring shall comply with all related provisions of the C.C.C.S.

*N. Community Access*

- (1) **Visitation-** Clients shall have visitation privileges upon entering the CBT program ; however, visitation shall be limited to those persons who are likely to have a prosocial influence on the client. The program shall have contact with the visitors prior to visitation to assess appropriateness of the visitor.
- (2) **Outings-** Client may have outings with peers and staff in Phase II of the CBT program. There shall be a ratio of staff to clients no more than 1:12.

*O. Board Administration Responsibilities*



- (1) Screening- Boards shall develop a screening procedure to ensure the selection of clients whose assessed risks and needs necessitate intensive CBT placement.
- (2) Audits-. Board staff shall work directly with the Division of Criminal Justice to complete regular audits and fidelity checks.
- (3) Technical Assistance- Board staff shall work directly with the Division of Criminal Justice to provide or coordinate coaching and technical assistance for the program staff.

*P. Use of Additional Funding*

- (1) Ancillary Support Service Funds - The CBT program will be responsible for utilizing treatment support activity funds effectively. This shall be for services that directly address barriers to risk reduction such as Traumatic Brain Injury (TBI), trauma, medical needs, mental health needs, psychiatric needs, and neuropsychological needs of clients on an as-needed and case-by-case basis.
- (2) Start-Up Support Funds - The CBT program must maintain records of the utilization of Start-Up Support funds.
- (3) Board Administrative Funds - The CBT program must maintain records of the utilization of Board Administrative funds.

*Q. Collaboration with the Division of Criminal Justice*

- (1) The program shall work collaboratively with the Division of Criminal Justice to implement an ongoing schedule of quality assurance, fidelity measurement, fidelity support and technical assistance.
- (2) The program shall work collaboratively with the Division of Criminal Justice to ensure the collection and reporting of data as necessary to monitor both short-term and long-term outcomes.

**General Provisions:**

Standards for the operation of a community corrections program can be found in the Colorado Community Corrections Standards (C.C.C.S.), Colorado Department of Public Safety, Division of Criminal Justice. The CBT provider must, at minimum, conform to all applicable Standards in that publication or any revised version. The standards and regulations set out in the C.C.C.S. are incorporated into this contract and become terms of this contract. Copies of the C.C.C.S. are available from the Division of Criminal Justice (DCJ) via the Internet at <http://dci.occ.state.co.us/home/standards>

**ALLOCATION LETTER****EXHIBIT B**

<b>Date:</b> 10/1/2016	<b>Original Contract CMS #</b>	<b>Allocation Letter #1</b>	<b>CMS Routing #</b>
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TO: 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.

In accordance with Section 7.A of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and 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 beginning July 1, 2016 and ending on June 30, 2017, the undersigned commits the following funds to the Grant:

1. Payment for the period October 1, 2016 through June 30, 2017, will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed \$1,456,939.29 to be allocated as follows:

\$626,804.28 for Residential Diversion services for community corrections offenders, payable at a daily community rate of \$42.09 per offender and, (48 beds)

\$573,086.40 for differential services for offenders \$51.91 per day per offender; and, (48 beds)

\$ 57,091.29 for Community Corrections Board Administration by the Contractor, and,

\$199,957.32 Initial Start-up cost.

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.
4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than August 31, 2017.

This Allocation Letter does not constitute an order for services under this Grant. The effective date of hereof is upon approval of the State Controller or October 1, 2016, whichever is later.

**STATE OF COLORADO**  
**John W. Hickenlooper, GOVERNOR**  
Colorado Department of Public Safety  
Stan Hilkey Executive Director

By: \_\_\_\_\_  
Jeanne M. Smith, Director

Date: \_\_\_\_\_

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Cindy Fredriksen

Date: \_\_\_\_\_

**OPTION REALLOCATION LETTER****EXHIBIT C**

<b>Date:</b>	<b>Original Contract CMS #:</b>	<b>Option Reallocation Letter Letter #</b>	<b>CMS Routing #</b>
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TO:

In accordance with Section 7 of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and \_\_\_\_\_ beginning July 1, 20\_\_ and ending on June 30, 20\_\_, the undersigned commits the following funds to the Contract:

The amount of contract funds available and specified in Section 7.A are increased by \$\_\_\_\_\_ to a new total funds available of \$\_\_\_\_\_ for the following reason: Section 7.A is hereby modified accordingly.

This Option Reallocation Letter does not constitute an order for services under this Contract.

The effective date of hereof is upon approval of the State Controller or March 15, 201\_\_, whichever is later.

**STATE OF COLORADO**  
**JOHN W. HICKENLOOPER, GOVERNOR**  
 Stan Hilkey, Executive Director  
 Colorado Department of Public Safety

By: Jeanne Smith, Director  
 Division of Criminal Justice  
 Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
 Department of Public Safety

Date: \_\_\_\_\_



EXHIBIT D

**Colorado Department of Public Safety (CDPS)**

**Cognitive-Behavioral Therapeutic (CBT) Pilot Program in Community Corrections**

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Request for Proposals: RFP # DCJRFPI707CBTPILOT

## Cognitive-Behavioral Therapeutic (CBT) Pilot Program in Community Corrections

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**I. ISSUANCE AND TIMELINE INFORMATION**

- A. **PROJECT NAME:** The formal name of the Project shall be “Cognitive-Behavioral Therapeutic (CBT) Pilot Program in Community Corrections,” which shall also be known, in short, as the “CBT Pilot Program.”
- B. **ISSUING OFFICE:** This Request for Proposal # DCJRFPI707CBTPILOT is issued for the State of Colorado by the Department of Public Safety (CDPS) Procurement Office, for the benefit of the Colorado Department of Public Safety, Division of Criminal Justice. The CDPS Procurement Office is the sole point of contact concerning this RFP.
- C. **INVITATION TO SUBMIT PROPOSALS:** The State of Colorado is posting this Request for Proposal (RFP) on the VSS system so that offerors who have an interest may submit a proposal in accordance with terms of this RFP. Please read and be aware of the administrative information attached to this RFP.
- D. **PURPOSE:** This RFP provides prospective offerors with sufficient information to enable them to prepare and submit proposals for consideration to satisfy the need for expert assistance in the completion of the goals of this RFP.
- E. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein, mandatory requirements that must be met to be eligible for consideration and other requirements to be met by each proposal.
- F. **SCHEDULE OF ACTIVITIES: TIMELINE (Local Time)**

	<b>EVENT</b>	<b>TIME</b>	<b>DATE</b>
1.	<b>RFP PUBLISHED ON VSS WEB PAGE</b> <a href="https://codpa-vss.hostams.com/webapp/PRDVSS1X1/AltSelfService">https://codpa-vss.hostams.com/webapp/PRDVSS1X1/AltSelfService</a>	Before 5:00 PM MT	June 16, 2016
2.	<b>PROSPECTIVE OFFERORS WRITTEN INQUIRY DEADLINE</b> (NO QUESTIONS ACCEPTED AFTER THIS DATE) See Administrative Information (Exhibit A), section A for inquiry details	Before 4:00 PM MT	July 8, 2016
3.	<b>OFFEROR'S INFORMATIONAL MEETING</b>	Not Applicable	Not Applicable
4.	<b>PROPOSAL SUBMISSION DEADLINE</b> See Administrative Information, section C for submission details.	Before 2:00 P.M. MT	July 28, 2016
5.	<b>ORAL PRESENTATIONS/SITE VISITS</b> (Option of the state) See Administrative Information, section E for presentation details.		To Be Determined
6.	<b>PROPOSAL SELECTION</b> (Estimated/Week of)		August 15, 2016
7.	<b>CONTRACT FINALIZED</b> (Estimated/Week of)		September 15, 2016
8.	<b>CONTRACT PERIOD:</b> From October 1, 2016 through June 30, 2021		

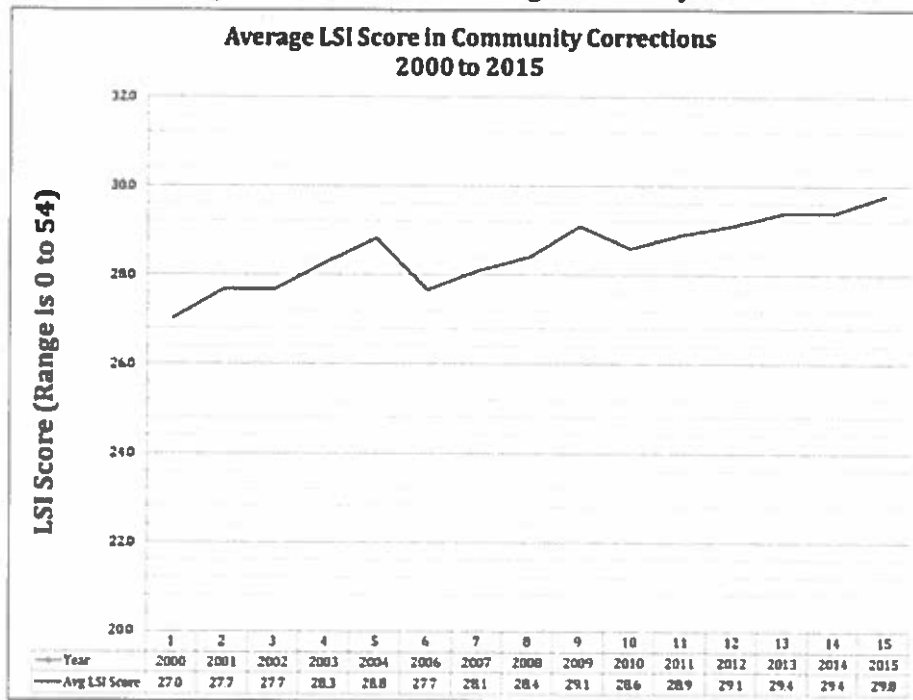
## II. CBT PILOT - BACKGROUND / OVERVIEW / PURPOSES / FUNDING / GOALS

### A. Background and Overview

Over the past 15 years, a series of longitudinal data in Colorado's community corrections system shows increases in offender risk levels (Figure 1), increases in offender need levels (Figure 1), reductions in offender success rates (Figure 2), increases in offender failure rates (Figure 2), and no meaningful reductions in recidivism (Figure 3). These outcomes were especially disproportionate among the offender population that is high-risk and high-need (Figure 4). Longitudinal data track the same cohort or target population at different points in time. In the community corrections population, the above mentioned trends illustrate a need for the community corrections system to have an improved fiscal and programmatic structure for the high-risk and high-need offenders that the system serves.

As seen in Figure 1, offenders placed in community corrections are becoming higher-risk and higher-need. The LSI (Level of Supervision Inventory) is a validated assessment instrument that is empirically linked to offenders' risk of recidivism as well as need for services to reduce recidivism. Figure 1 shows that the statewide average LSI score in community corrections has been increasing over the last 16 years. Offenders placed in regular (standard) community corrections in 2015 are more than 10 percent higher-risk and higher-need than they were in 2000.

**Figure 1 – Increasing Risk/Need Trends Among Community Corrections Offenders**



While offenders are becoming higher-risk and higher-need, the rate of successful completion has been decreasing in the same timeframe. Figure 2 shows the success rate decline and that the rates for technical violations and escapes (defined as failures) have been gradually increasing in community corrections. Overall, success rates have shown a net decline of 16.2 percent in the last 16 years;



technical violation rates have shown a net increase of 19.5 percent; and escape rates have shown a net increase of 9.2 percent.

**Figure 2 – Increasing Failure Rates and Declining Success Rates in Community Corrections**

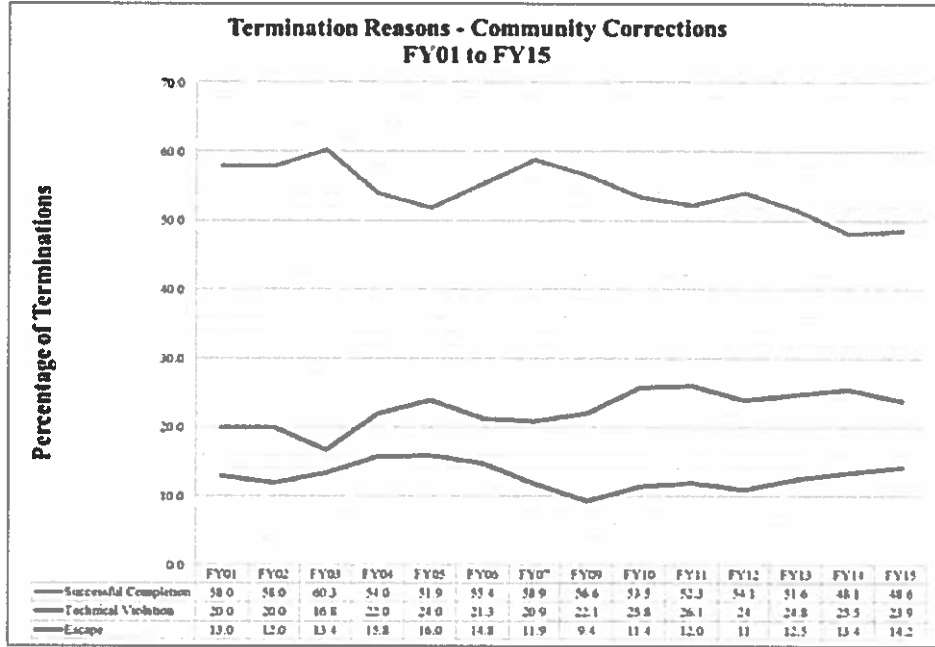


Figure 3 shows the rates of post-release recidivism from 2000-2012. As these rates have increased, offenders were becoming higher-risk and higher-need during the same timeframe (see Figure 1). Overall, 12-month recidivism rates have shown a net increase of 17.4 percent since 2000, while 24-month recidivism rates have shown a net increase of 25.1 percent.

**Figure 3- Post-Release Recidivism Trends in Community Corrections**

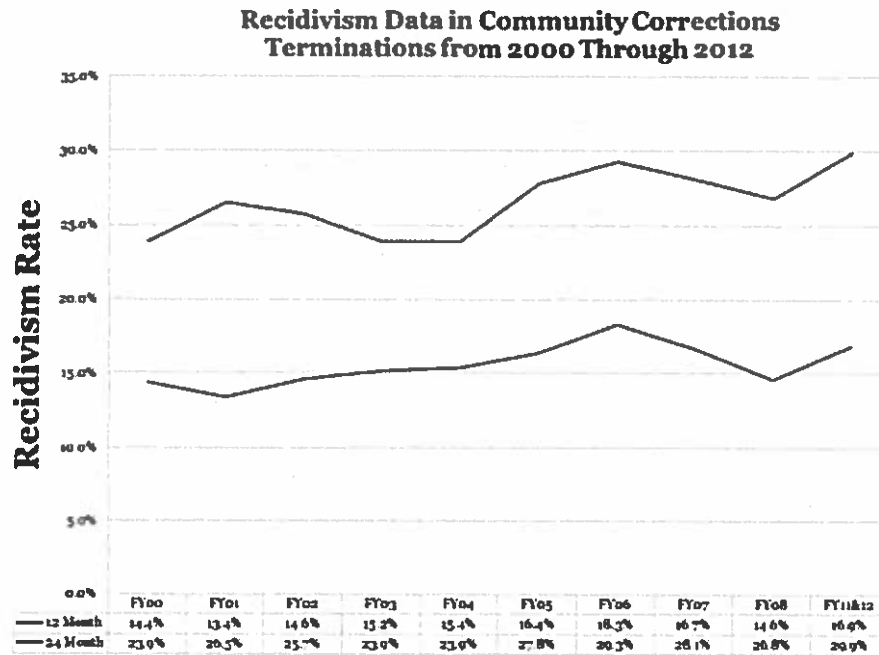
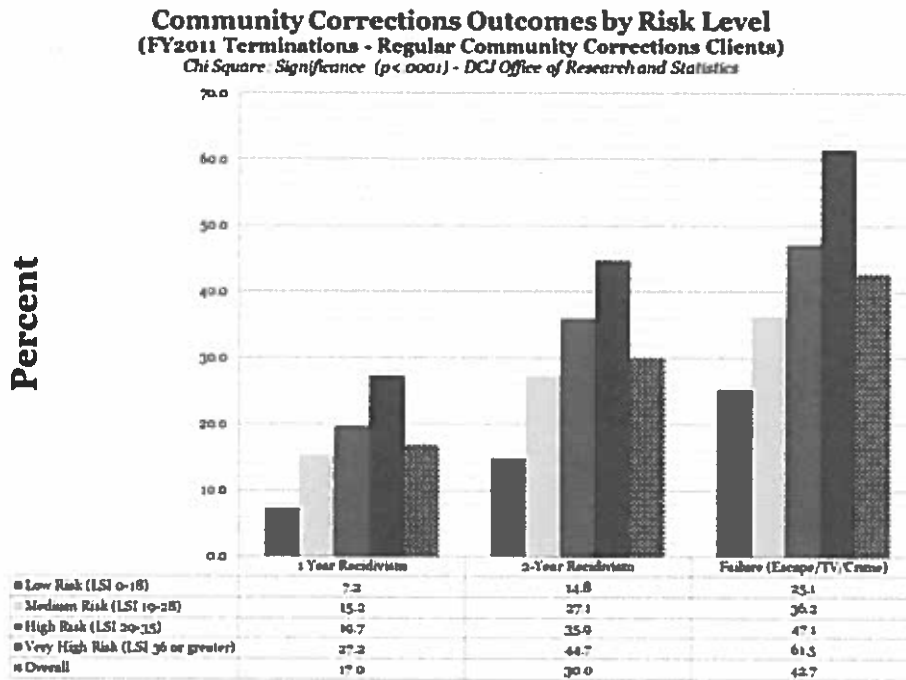


Figure 4 shows data illustrating that higher-risk offenders have both considerably higher rates of failure (escape, technical violation, and new crime) as well as considerably higher rates of recidivism at 12 months and 24 months after successful completion of community corrections, as compared to low-risk or medium-risk offenders. These data provide validation of the risk/need data in Figure 1; but more importantly, they illustrate that most of the overall failure in community corrections comes from high-risk and very-high-risk offenders.

**Figure 4- Higher Failure and Recidivism Rates for High-Risk and Very-High-Risk Offenders**



Recent criminological literature<sup>1</sup> compels the community corrections system to prioritize criminal attitudes, criminal thinking, criminal personality, and impulse control deficits among high-risk offenders before addressing other risk factors, such as substance abuse, employment, and education. Further, recent reports from the *Colorado Results First Initiative* highlight opportunities for improvement, as specialized community corrections programs around substance use, mental illness, and sex offenders are not projecting a positive return on investment.

While current specialized programs are designed for offenders that have risk factors and needs around substance abuse, mental illness, and criminal sexual behaviors; these programs are not well-suited for offenders whose placement in the criminal justice system is driven by criminal thinking and impulse control skill deficits. Currently, 51 percent of offenders in community corrections are in the high-risk/high-need category. Of this high-risk population, a portion (approximately 30 percent) would be better served by cognitive behavioral therapy—or cognitive behavioral treatment (CBT)—rather than existing specialized programs for substance abuse and/or mental illness. The criminal justice research supporting cognitive behavioral therapy has been rigorously peer reviewed and is well-supported by the Washington State Institute for Public Policy (WSIPP) and the *Results First Initiative*.

In 2014, the Community Corrections Task Force of the Colorado Commission on Criminal Juvenile Justice (CCJJ)—after nearly two years of collaboration with a multi-disciplinary group of community corrections and criminal justice stakeholders—recommended implementing a Community Corrections Cognitive Behavioral Treatment (CBT) pilot project for high-risk offenders. The recommendation is as follows:

***Recommendation FY15-CC#5***

*The General Assembly should provide funding for a specialized program in the community corrections budget for very high risk offenders. This program requires a differential per diem, appropriate standards of practice, and services to address what criminologists term the “top four criminogenic needs.”*

The top four criminogenic needs include antisocial thinking, antisocial companions, antisocial personality/temperament, and impulse control skill deficits. Cognitive behavioral treatments (CBT) include intensive behavioral change interventions to address these needs; it is the recommended treatment by the CCJJ and criminal justice best practice research for such a specialized program.

The Division of Criminal Justice (DCJ) within the Department has worked to address the poor outcomes among high-risk offenders through education and training of the providers and boards, funded with temporary federal grants. While DCJ has educated the field about evidence-based practices for high-risk/high-need offenders, the training alone has not resulted in the implementation of a comprehensive program designed for this population. The temporary grants were centered on implementation of

<sup>1</sup> 1) Andrews, D. A., & Bonta, J. (2010). *The psychology of criminal conduct*. 5th Ed. New Providence, NJ: Anderson.

2) Gendreau, P., Little, T., & Goggin, C. (1996). A meta-analysis of the predictors of adult offender recidivism: What works! *Criminology*, 34, 575-608.

3) Latessa, E. J., & Lowenkamp, C. (2006). What works in reducing recidivism. *University of St. Thomas Law Journal*, 3, 521-535.

evidence-based sanctions and incentives for offenders in community corrections. However, relying on sanctions and incentives alone is insufficient to fully address the complex needs and risk factors of this population.

B. The *general* short-term objectives of the CBT Pilot Program include:

- (1) *Objective 1:* Screen and identify high risk/high need offenders who meet the prescribed criteria and who would be likely to benefit from CBT Pilot behavior change, supervision, and risk reduction services without an increased risk to public safety.
- (2) *Objective 2:* Develop and deliver an evidence-based therapeutic, supervision, and risk-reduction program for offenders sentenced or placed in community corrections. The proposed program must conform to the Scope of Work (Section III) herein.
- (3) *Objective 3:* With the consent of the local community corrections board, place the identified offenders in the CBT Pilot Program for a period that sufficiently delivers the research-informed dosage of therapeutic and skill building services that conform to the Scope of Work (Section III).
- (4) *Objective 4:* Monitor and treat the identified offenders in accordance with the *Colorado Community Corrections Standards* and the Scope of Work (Section III), transferring such individuals to standard community corrections residential supervision and treatment upon successful completion of the CBT Pilot program.
- (5) *Objective 5:* Collect and report quantitative and qualitative data as required by the Division of Criminal Justice regarding the offender population and program service delivery in order to properly inform future decisions regarding the expansion of the CBT Pilot Program. This includes information regarding ongoing adherence to the Scope of Work as well as adherence to evidence-based practices and principles.
- (6) *Objective 6:* At all times, place the consideration of public safety and risk reduction above any other consideration in the supervision and treatment of offenders selected for CBT Pilot placement.

C. *Program Purpose, Goals, and Anticipated Outcomes*

- (1) The purpose of the CBT Pilot as set forth in RFP # DCJRFPI707CBTPILOT is to provide intensive residential supervision and cognitive-behavioral therapy as described in the Scope of Work for approximately 48 appropriately-selected Diversion community corrections clients at any given time. Transition and Parole placements may be accepted on a case-by-case basis as described in the Scope of Work in Section III below.
- (2) The Colorado Results First Initiative has gleaned information that a program such as the CBT pilot program could yield a positive return on investment for high-risk offenders. The Results First model originated in the Washington State Institute for Public Policy (WSIPP). WSIPP consistently reports that programs similar to the CBT pilot program yield substantially higher returns on investment compared to other treatment programs. Should the pilot program yield desirable outcomes, the Department would develop a strategy to duplicate the program in other jurisdictions.
- (3) A constellation of several short-term and long-term outcome measures would be used to monitor the performance of the CBT Pilot. Desired short-term outcomes would be: 1) increased risk

reduction among offenders served, 2) increased success rates and 3) decreased failure rates. These outcomes are already collected by the DCJ Office of Community Corrections. Desired long-term outcomes would include: 1) decreased post-release recidivism among high-risk offenders and also 2) positive return-on-investment calculations when compared to the 2015 calculations of the Colorado Results First Initiative. Throughout the CBT Pilot, the Division of Criminal Justice will also periodically monitor adherence to evidence based practices and principles with staff supported program evaluation services with the selected provider.

#### D. Responses

- (1) Successful responses to this Request for Proposal will demonstrate the ability to meet the requirements set forth in the RFP, including but not limited to:
  - (a) A detailed description of how the program will comply with the Scope of Work (Section III below) as well as relevant sections of the *Colorado Community Corrections Standards* regarding the supervision of offenders in community corrections.
  - (b) A detailed description of how the program can screen appropriate offenders for CBT Pilot Program placement and how such prospective placements can be expeditiously reviewed by the local community corrections board with jurisdiction over the program. Such a description must be accompanied by a letter of support from the local community corrections board that indicates its willingness to screen and accept offenders for CBT placement who may be from jurisdictions within the greater Denver metropolitan area.

#### E. Program Funding and Intent

- (1) **General Provisions** - The funding for services described in this RFP is appropriated by the Colorado General Assembly in the state of Colorado General Fund Budget for fiscal year 2016-2017. While the Division of Criminal Justice anticipates that CBT Pilot services will be authorized for 5 years, there is no guarantee that funding will be appropriated by the General Assembly beyond fiscal year 2016-2017.
- (2) **Daily Rate** - For Fiscal Year 2016-2017 the compensation for CBT Pilot placement will be \$42.09 per day for basic services plus \$51.91 per day for enhanced therapeutic for a total daily rate of \$94.00. The Division of Criminal Justice reserves the right to change such compensation as required or authorized by the General Assembly and the Colorado Department of Public Safety.
- (3) **Start-Up Support Funds** - Funding to support initial startup costs will be authorized for Fiscal Year 2016-2017 in the total amount of \$200,000. It is anticipated that these funds will only be appropriated and allocated for Fiscal Year 2016-2017 and not beyond.
- (4) **Ancillary Support Service Funds** will be authorized for Fiscal Year 2016-2017 in the total amount of \$100,000. It is anticipated, although not guaranteed, that these funds will be appropriated and allocated throughout the duration of the 5-year pilot at the discretion of the General Assembly.
- (5) **Board Administrative Funds** will be authorized for Fiscal Year 2016-2017 in the total amount of \$56,000. It is anticipated, although not guaranteed, that these funds will be appropriated and allocated throughout the duration of the 5-year pilot at the discretion of the General Assembly.

(6) **Program Intent** - It is intended, but not required, that the funds allocated to the CBT Pilot Program will be distributed to a single provider that is a program directly operated by a unit of local government in the *greater Denver metropolitan area*. For the purposes of this RFP, the *greater Denver metropolitan area* is defined as the 1<sup>st</sup>, 2<sup>nd</sup>, 17<sup>th</sup>, 18<sup>th</sup>, and 20<sup>th</sup> Judicial Districts. Funds will be allocated to the most responsible bidders selected through the proposal evaluation process described herein. Proposals that do not adhere to the requirements of the RFP or the Scope of Work; or the least responsible proposals may not be selected for a contract award.

### III. SCOPE OF WORK

#### A. Overview

- (1) The Cognitive Behavioral Therapeutic pilot program is specialized for a targeted male population who are high risk with high intrinsic needs in the areas of antisocial mindsets and cognitive structures, criminal orientation/personality and impulse control skill deficits.
- (2) This is a 5 year, high intensity, 48 bed pilot program which will serve at least 200 high risk/high intrinsic needs clients annually.
- (3) The program utilizes a 3-phase approach to address specific intrinsic and primary criminogenic needs of high risk criminal clients.
- (4) Each phase of programming includes risk-informed and evidence-informed efforts in supervision, evidence-based interventions and applies research based dosage targets with phases one and two incorporating a minimum of 300 hours of therapeutic and skill building interventions.

#### B. Client Population Served

- (1) Adult male clients with histories of significant criminal conduct, antisocial cognitions, and/or antisocial personality patterns are eligible for services from the CBT program.
- (2) Clients will be referred from the courts, community-based correctional agencies, or probation agencies for intensive cognitive behavioral treatment services.
- (3) Direct Sentence/Diversion Clients – Clients served in the CBT program shall be limited to:
  - a) Felony clients that are sentenced by a state district court to community corrections whose assessed risks and needs necessitate intensive CBT placement.
  - b) Felony clients referred by a state-funded community corrections program whose assessed risks and needs necessitate intensive CBT placement.
  - c) Felony clients required to successfully complete a CBT program as a condition of their community corrections sentence whose assessed risks and needs necessitate intensive CBT placement.
  - d) Felony clients at risk of regression or technical violation of a community-based correctional sentence due to antisocial behavior whose assessed risks and needs necessitate intensive CBT placement.

The CBT pilot program is targeted for diversion clients, but transition and parole clients may be admitted on a case-by-case basis at the discretion of the local community corrections board and the Division of Criminal Justice.

- (4) Transition Clients - Clients served in the CBT program shall be limited to:

- a) Transition clients regressed from another community corrections program due to antisocial behavior whose assessed risks and needs necessitate intensive CBT placement.
- b) DOC inmates meeting pre-release criteria and eligible for community corrections placement whose assessed risks and needs necessitate intensive CBT placement.
- c) Transition inmates placed in a specialized treatment and release-planning program before transferring to another facility whose assessed risks and needs necessitate intensive CBT placement.

(5) Parole Clients - Clients served in the CBT program shall be limited to:

- a) Parolees regressed from community parole placement due to antisocial behavior whose assessed risk and needs necessitate intensive CBT placement.
- b) Parolees receiving a technical violation whose assessed risk and needs necessitate intensive CBT placement.

C. *Board and Program Level Selection Criteria*

- (1) Clients selected to the program must be assessed through actuarial tools to be high risk with low to moderate behavioral health needs. High risk shall be determined using the following cutoffs as applicable:
  - a) Level of Supervision Inventory (LSI) 29 or greater
  - b) Colorado Actuarial Risk Assessment Scale (CARAS) 37 or greater
  - c) Supplemental Reentry Tool (SRT) Males 15 or greater
  - d) Supplemental Reentry Tool (SRT) Females 19 or greater
  - e) Reentry Tool (RT) Males 16 or greater
  - f) Reentry Tool (RT) Females 15 or greater
- (2) Clients with severe, persistent and present substance use disorders or those that are dually diagnosed (substance dependence and severe mental illness) will likely not be appropriate for admission in this program and would be better suited for other specialized programs such as Intensive Residential Treatment (IRT), Therapeutic Communities (TC) and/or Residential Dual Diagnosis Treatment (RDDT) programs.
- (3) In addition to the above factors, clients shall also be selected based on having primary criminogenic risk factors and needs in the areas of criminal mindset/thinking, anti-social personality traits, and impulse control skill deficits.



#### **D. Program-Level Assessment**

- (1) **Intake-** There shall be an assessment expert/team to review each client's appropriateness for the program. The assessment process shall measure clients' risk as well as intrinsic needs in the areas of antisocial mindsets and cognitive structures, criminal orientation/personality and impulse control skill deficits.
- (2) **Assessment-** The program shall use a dynamic assessment instrument in addition to the SOA-R that specifically measures criminal cognitions/attitudes/beliefs. Assessments must be completed within 7 working days of intake.

#### **E. Level System**

- (1) **Level system-** The program shall maintain a level system designed to determine progression through the phases of programming. The program shall determine criminogenic risk factors, treatment, stability and behavioral factors on which a client must make progress to successfully complete each level. Clients shall have incentives tied to progressing through the levels and completion criteria of the CBT program shall be consistent and transparent. Reduction in criminal cognitions/attitudes/beliefs shall be an expectation to progress through the CBT program level system. Client shall not progress to standard community corrections programming until criteria for completion is met.
- (2) **Program planning-** Program plans shall be completed within 10 working days of client intake. Program plans shall be individualized, based on assessments, and focused on intrinsic criminogenic risk factors. Program plans must be updated between each phase of the CBT program, no later than 5 calendar days after the transition.
- (3) **Program Completion Criteria**
  - a) Completion criteria must be transparent, pre-established and based on progress on criminogenic needs.
  - b) The CBT program must have periodic assessment and re-assessment to document change on dynamic criminal cognitions/attitudes/beliefs. Measurable change shall be required in order to move on to the next phase of programming.
  - c) Program staff shall provide clients with ongoing behavioral observation and feedback throughout the program.
  - d) Structured decision making will be utilized when determining program completion and planning for appropriate aftercare.

## F. *Phased Programming*

- (1) **Pre-entry phase-** This phase emphasizes highly structured supervision, along with highly intensive cognitive behavioral interventions, and structured directed skill practice related to impulse control.
  - a) The program shall utilize the SOA-R as well as a specific assessment instrument to measure criminal cognitions/attitudes/beliefs. This shall be a dynamic assessment used to track progress throughout the program.
  - b) Client shall not have access to the community without the presence of a staff member unless an emergency occurs.
  - c) The client's program plan shall focus on stability and behavioral factors and identify goals and objectives to address intrinsic criminogenic risk factors.
  - d) There shall be evidence based interventions to include CBT criminal thinking/restructuring and impulse control skill building.
  - e) Dosage in this phase shall be between 200 and 250 hours. A minimum of 40% of the dosage hours must be direct therapeutic contact. The dosage hours in this phase shall primarily target antisocial attitudes, antisocial personality patterns and low impulse control skills.
  - f) Clients shall be scheduled in therapeutic and skill building activities such that 60% or more of their time (9-11 hours per day) is made up of treatment activities for a minimum of 6 days per week.
  - g) Clients shall not be charged subsistence in this phase.
- (2) **Re-Entry Phase –** This phase emphasizes continuing but less intensive cognitive behavioral interventions along with employment readiness and family re-integration.
  - a) Client shall be re-assessed on their criminal cognitions/attitudes/beliefs on an ongoing basis.
  - b) Clients may have access to the community for structured skill building, therapeutic, or other risk reduction activities. Clients should not have access to the community for leisure/recreational purposes.
  - c) The client's program plan shall continue to focus on intrinsic criminogenic needs, stability and behavioral factors and incorporate some extrinsic factors (i.e. family/marital, education/employment, companions) in preparation for transition to Community Entry Phase.
  - d) Clients shall be scheduled in therapeutic and skill building activities such that 50% or more of their time (8-10 hours per day) is made up of treatment activities for a minimum of 5 days per week.
  - e) The program shall offer family groups/interventions beginning in this phase.

- f) Dosage in this phase shall be between 50 and 100 hours. A minimum of 40% of dosage hours must be direct therapeutic contact. Dosage in this phase shall also address job readiness, family/marital dysfunction, and antisocial companions.
- g) The program shall have a relationship with programs within their judicial district and also in other judicial districts that are prepared to receive and treat clients who have completed the Re-Entry Phase. This shall include information sharing, coordinating continuity of treatment, and general collaboration to continue the client's program plan into the next phase. This could include outreach to the destination program or in-reach from the destination program. The CBT program shall provide a discharge summary to the destination program.
- h) Clients shall not be charged subsistence in this phase.
- i) Clients shall be re-assessed on the LSI prior to being discharged to the Community Entry Phase.

**(3) Community Entry Phase – Clients will transition into regular residential community corrections.**

- a) The Community Entry Phase consists of regular community corrections programming and services. The CBT pilot program should target a community corrections placement that is capable of providing the appropriate aftercare to clients of the CBT pilot program. The provider for the Community Entry Phase should sustain fidelity with the Progression Matrix, should have a structured sanctions and incentives program, and should generally have an infrastructure to support higher risk clients.

**G. Dosage and Curricula**

- (1) **Direct Therapeutic Contact-** Direct Therapeutic Contact hours shall be comprised of cognitive-behavioral, evidenced based, manualized curricula targeted at high risk/high intrinsic needs clients. Curricula must be targeted at addressing antisocial attitudes, antisocial personality patterns, and low impulse control. The ratio of staff to clients in group settings shall not exceed 1:12.
- (2) **Structured Skill Building Activities-** Structured skill building activities shall be comprised of structured skill building and skill practice activities that are targeted at antisocial attitudes, antisocial personality patterns, and low impulse control skills. The CBT program shall utilize evidenced based guides and/or curricula to support skill building activities (e.g. Carey Guides, worksheets from curricula). The program may also utilize some time for experiential activities targeted at risk reduction. The ratio of staff to clients in group settings shall not exceed 1:12 for curricula-based activities and all skill building activities must be actively facilitated by staff.
- (3) **Individual Risk Reduction and Therapeutic Meetings-** Program staff shall meet with clients individually twice weekly to provide targeted interventions aimed at risk reduction (e.g. skill practice, program planning activities, thinking reports, behavioral interventions, and motivational enhancement sessions). These individual meetings may be counted toward direct therapeutic contact hours.

**H. Treatment/Progress Documentation**

- (1) The provider shall clearly document each client's treatment-related and structured skill building activities. Documentation shall also include:

- a) a description of the treatment activity (e.g., group therapy, individual therapy, skill-building exercise),
  - b) the duration of time to complete the activity,
  - c) the date of the activity and staff contact, and
  - d) the criminogenic need area(s) addressed.
- (2) Treatment/progress notes shall also include the client's response to the intervention and progress toward treatment goals. Records of treatment-related activities shall be maintained in each client's file and must be completed, at a minimum, daily.

I. *General Staff Selection Criteria*

- (1) All staff, including administration, has a vital role in behavior change. The program shall use teams of staff that all share a role in both behavior change and direct supervision.
- (2) Staff must be experienced and knowledgeable in research related to Risk/Needs/Responsivity, treatment dosage, National Institute of Corrections Principles of Effective Intervention, Cognitive Behavioral Treatment, and other risk reduction approaches for high risk and high needs clients (e.g. integrated practice models, motivational interviewing, and directed skill practice).
- (3) Staff at all levels are selected, in part, based on their motivation to apply evidence based practices and their alignment with evidence-based behavior change. Staff should be selected, in part, based on their general attitudes toward working with high risk/high need clients and their ability to demonstrate a healthy working alliance with clients to assist them with behavior change and risk reduction.

J. *Staffing Credentials*

- (1) **Clinicians/Counselor/Case Manager:** Program staff shall be appropriately credentialed. Credentialing must include training in curricula offered and/or plan to provide relevant training. Program staff shall have a Bachelor's Degree (Master Degree preferred with experience working with community based high risk client population).
- (2) **Program/Clinical Director-** The director shall be experienced in staff development, quality assurance, coaching, fidelity and feedback practice. The director shall provide/coordinate regular supervision and coaching to clinical and counselor staff.

K. *Coaching/Supervision*

- (1) **Clinical Supervision-** The CBT program shall be staffed such that clinical supervision is provided internally. Clinicians shall receive supervision in accordance with Office of Behavioral Health guidelines. Supervision shall be reflective and growth-oriented. The supervisor shall conduct regular live observations of clinicians and provide structured feedback. Frequency of live observation should be commensurate with staff knowledge and experience; however, this shall occur no less than quarterly. Group supervision may be utilized, although the reflective nature of supervision must remain intact and this shall be distinct from staff meetings.

- (2) **Counselor Coaching/Supervision-** Counselors shall receive coaching at the frequency necessary to complete their job duties. Structured fidelity outputs shall determine the frequency with which each staff member needs to be coached in each area, though this shall occur no less than quarterly. Areas of coaching shall include, but are not limited to:

- a) Motivational Interviewing
- b) Case planning
- c) Contingency management
- d) Structured sanction responses
- e) Skill building
- f) Cognitive behavioral treatment model
- g) Risk/need Assessments and principles

*L. Sanctions and Incentives*

- (1) **Sanctions-** The program shall establish a structured sanctions model such that responses to violation behavior are swift, certain, fair, consistent, and transparent. Sanctions procedures shall be procedurally just and include all due process considerations.
- (2) **Incentives-** The program shall establish a structure for incentivizing prosocial behavior. Incentives shall target behaviors that demonstrate progress on criminogenic needs and shall be given by all levels of staff. Responses to desired prosocial behavior shall be swift, certain, fair, consistent and transparent.

*M. Substance Testing*

- (1) **Substance Abuse Testing -** The provider shall be capable of testing for drug use with a system that complies with appropriate standards for accuracy and proper evidence handling. One urine drug screen will be required upon admission. At least one random documented full urine screen shall be performed each calendar week on each client. Unless specified differently herein, substance abuse testing procedures shall comply with all related provisions of the C.C.C.S.
- (2) **Alcohol Abuse Monitoring-** The provider shall be capable of testing for alcohol use with breathalyzer testing or another system that complies with appropriate standards for accuracy and proper evidence handling. At least two random documented alcohol screenings shall be performed each calendar week. Alcohol abuse monitoring shall comply with all related provisions of the C.C.C.S.

*N. Community Access*

- (1) **Visitation-** Clients shall have visitation privileges upon entering the CBT program; however, visitation shall be limited to those persons who are likely to have a prosocial influence on the client. The program shall have contact with the visitors prior to visitation to assess appropriateness of the visitor.
- (2) **Outings-** Client may have outings with peers and staff in Phase II of the CBT program. There shall be a ratio of staff to clients no more than 1:12.

*O. Board Administration Responsibilities*

- (1) **Screening-** Boards shall develop a screening procedure to ensure the selection of clients whose assessed risks and needs necessitate intensive CBT placement.
- (2) **Audits-** Board staff shall work directly with the Division of Criminal Justice to complete regular audits and fidelity checks.
- (3) **Technical Assistance-** Board staff shall work directly with the Division of Criminal Justice to provide or coordinate coaching and technical assistance for the program staff.

*P. Use of Additional Funding*

- (1) **Ancillary Support Service Funds -** The CBT program will be responsible for utilizing treatment support activity funds effectively. This shall be for services that directly address barriers to risk reduction such as Traumatic Brain Injury (TBI), trauma, medical needs, mental health needs, psychiatric needs, and neuropsychological needs of clients on an as-needed and case-by-case basis.
- (2) **Start-Up Support Funds -** The CBT program must maintain records of the utilization of Start-Up Support Funds.
- (3) **Board Administrative Funds -** The CBT program must maintain records of the utilization of Board Administrative Funds.

*Q. Collaboration with the Division of Criminal Justice*

- (1) The program shall work collaboratively with the Division of Criminal Justice to implement an ongoing schedule of quality assurance, fidelity measurement, fidelity support and technical assistance.
- (2) The program shall work collaboratively with the Division of Criminal Justice to ensure the collection and reporting of data as necessary to monitor both short-term and long-term outcomes.

**General Provisions:**

Standards for the operation of a community corrections program can be found in the Colorado Community Corrections Standards (C.C.C.S.), Colorado Department of Public Safety, Division of Criminal Justice. The CBT provider must, at minimum, conform to all applicable Standards in that publication or any revised version. The standards and regulations set out in the C.C.C.S. are incorporated into this contract and become terms of this contract. Copies of the C.C.C.S. are available from the Division of Criminal Justice (DCJ) via the Internet at <http://dcj.occ.state.co.us/home/standards>

#### **IV. OFFEROR RESPONSE FORMAT**

##### **A. Overview (limit to 1 page)**

- (1) Offerors shall provide a general description of the CBT Program to be offered and the degree to which it will be consistent with the Scope of Work.

##### **B. Client Population Served (limit to 3 pages)**

- (1) Consistent with the Scope of Work, the offeror shall describe eligible clients
  - a. Does the offeror propose to serve Diversion clients, Transition clients, Parole clients, Probation clients or a combination of all four groups?
  - b. From which Judicial Districts shall offeror screen and accept clients for the CBT program?

##### **C. Board and Program Level Selection Criteria (limit to 3 pages)**

- (1) Offeror shall describe the screening/assessment information that will be utilized to determine eligibility for the CBT program. This shall include how referrals will be identified for placement as well approximate timeframes for screening and acceptance.

##### **D. Program-Level Assessment of Clients (limit to 2 pages)**

- (1) Offeror shall describe the assessments to be utilized by the program.
  - a. Describe the intake assessments proposed.
  - b. Describe dynamic criminal cognition/attitude/belief assessment(s) proposed.
  - c. Describe any additional screening or assessment instruments to be used in the program.
- (2) Offeror shall also describe a contingency process to address situations when a client is determined to be inappropriate for CBT placement once admitted.

##### **E. Level System (limit to 5 pages)**

- (1) Offeror shall describe the program level system to be used to include criteria to progress, incentives tied to the level system, and the risk/need/responsivity factors clients must address (e.g. antisocial attitudes, history of antisocial behavior/low impulse control) in order to progress successfully through the program.
- (2) Offeror shall describe content of the program plans to be used to include any relevant timeframes.
- (3) Offeror shall provide criteria and a structure to determine when clients have successfully completed the CBT program. This plan should include reassessment of clients and should describe

the person(s) in the program that will be deciding on successful program completion of each client.

F. *Program Phases (limit to 5 pages)*

- (1) Offerors shall describe the Pre-Entry and Re-Entry Phases separately. Each phase shall include, at a minimum, the following elements:
  - a. A schedule that includes the targeted number of hours of clinical and skill-building contact hours
  - b. Criteria for completion of each phase
  - c. Descriptions and planned sequencing of curricula and formal interventions that will be utilized in each phase
  - d. A description of the skill building activities planned for each phase
- (2) Offeror shall describe plans to transition clients into the *Community Entry* Phase to ensure continuation of supervision and treatment services. This shall include methods to select the destination community corrections facility/program for the Community Entry Phase, and plans for either in-reach or out-reach with destination facilities/programs.

G. *Dosage and Curricula (no page limit)*

- (1) Offeror shall describe all curricula and formal interventions to be used as well as all structured skill building activities. This shall include information that describes the degree to which program staff facilitate both therapeutic and skill-building activities.
- (2) Offeror shall indicate whether their intent is to provide "open" programming, wherein clients may join a treatment group at any time, or "closed" programming, wherein clients begin CBT treatment as a cohort.
- (3) Offeror shall describe the extent to which the CBT program addresses individual responsivity factors of clients. This shall include information that describes any screening or assessment processes to identify specific responsivity factors that may inhibit risk reduction.
- (4) Offeror shall describe their intent to treat no more than 12 clients in any one group or structured skill building activity.
- (5) Offeror shall describe individual risk reduction (case planning or change support) meetings in their schedule and dosage requirements.

H. *Treatment/Progress Documentation (limit to 2 pages)*

- (1) Offeror shall propose a process to document dosage hours with at least one progress note daily. Offerors should provide an illustration or example that depicts how they plan to document treatment/progress activities.
- (2) Offeror shall also describe their plan to share information across staff within the CBT program.



I. *General Staff Selection Criteria (no page limit)*

- (1) Offeror shall describe their staff selection criteria. Offeror should propose a process to select staff based on their attitudes toward evidence-based behavior change, their attitudes towards working with high/risk needs clients, and their abilities to maintain a healthy working alliance with clients in the program.

J. *Staff Credentials (no page limit)*

- (1) Offeror shall describe minimum qualifications and positions to be hired.
- (2) Offerors shall describe the specific types of formal training and education to be required or provided for each staff member.
- (3) Offeror shall describe staffing ratios to meet supervision and treatment requirements.
- (4) Offerors shall describe the extent to which their proposed staff if fully dedicated to the CBT program in terms of FTE (or partial FTE) allocated to the program.
- (5) Offeror shall provide actual salary figures for each position within the proposed CBT program.
- (6) If clinical staff from outside agencies is to be utilized for the CBT program, offerors shall describe the relationship between their organization and the external providers in terms of their organizational structure and clinical supervision.

K. *Coaching/Supervision (limit to 3 pages)*

- (1) Offeror shall describe their proposed clinical staff and the structure for supervision practices for those clinicians. This must include frequency and types of supervision provided as well as the training plan/credentials for the supervisor to provide quality supervision.
- (2) A coaching structure shall be provided to include the staffing required for coaching and the topics to be covered.

L. *Sanctions and Incentives (no page limit)*

- (1) Offeror shall describe their plans to respond to anti-social/violation behavior with swiftness, certainty, fairness, consistency and transparency.
- (2) Offeror shall describe a structure for incentivizing targeted pro-social behavior in the CBT program. Offerors shall describe their plans to respond to targeted prosocial behavior with swiftness, certainty, fairness, consistency and transparency.

M. *Substance Testing (no page limit)*

- (1) Offeror shall verify intent and method to randomly test clients twice weekly for substance abuse.
- (2) Offeror shall verify intent and method to randomly test clients twice weekly for alcohol abuse.

N. *Community Access (limit to 3 pages)*

- (1) Offeror shall provide a plan to screen potential visitors and determine the extent to which visitors serve as a supportive prosocial influence for clients placed on the CBT program. They shall also describe the setting and duration of visits offered as well as the degree of staff supervision that will be applied to visits.
- (2) Offeror shall describe appropriate types of community outings for CBT clients and how the staff will monitor within the ratio prescribed. If outings are counted toward dosage hours, offeror shall specify relationship between outing and risk reduction.

O. *Board Administration Responsibilities (limit to 2 pages)*

- (1) The board shall describe the role of their community corrections board as it relates to oversight and support of the CBT program.

P. *Use of Additional Funding (limit to 5 pages)*

- (1) Offerors shall describe a process to identify clients who may be appropriate for use of *Ancillary Support Service Funds*.
- (2) Offerors shall provide proposed use of *Start-Up Support Funds*
- (3) Offerors shall provide proposed use of *Board Administrative Funds* by the community corrections board

Q. *Collaboration with the Division of Criminal Justice (limit to 3 pages)*

- (1) The offeror shall also describe the degree to which the program staff and board staff intend to collaborate with the Division of Criminal Justice to complete regular audits, fidelity checks and technical assistance.
- (2) Offerors shall provide a plan to identify a primary person or Implementation Team to liaise with the Division of Criminal Justice staff on an ongoing basis.
- (3) Offerors shall describe their electronic case management information system and their intent to ensure the collection and reporting of data as necessary to monitor both short-term and long-term outcomes.

R. *Physical Facility: (Limit to 2 pages)*

- (1) The physical facility intended to house the CBT program shall be identified and described with the address and a floor plan showing use of space and dimensions, accessibility for the handicapped, proximity to schools, playgrounds, public transportation and parking.
- (2) The ownership status of the facility and its availability for the contract period shall be outlined.

(3) If Offerors supervise standard residential or nonresidential community corrections clients in the same facility, Offerors shall state that CBT program participants would NOT be placed in treatment with non-CBT program participants.

(4) If Offerors supervise federal corrections clients in the same facility, Offerors shall state that CBT program participants would NOT be placed in treatment with non-community corrections clients.

S. *Letters of Support: (Limit to 3 pages)*

(1) Offerors shall include a letter of support for the CBT Program from the local community corrections board having jurisdiction over the residential portion of the program as part of the response to this RFP.

(2) Such letters of support shall reflect that the board shall expect to routinely consider at some offenders who shall ultimately be placed in or returned to community corrections programs in other judicial districts or, in the case of parolees, be released back on parole to other judicial districts.

T. *Signatories*

(1) The person with actual authority to bind the Offerors' organization to contracts shall be identified as the signatory for the RFP signature page. The full name and organizational title of such person shall be provided.

U. *Cost Proposal and Annual Budget*

1. Offerors shall submit an annualized budget showing how the funds shall be used to serve the clients in the CBT program. The budget shall show specific expenses related to staffing, client supervision, treatment services and other costs.

2. The annual budget shall be calculated by using a total of the following budget areas:

a. **Daily Rate** - For Fiscal Year 2016-2017 the compensation for CBT Pilot placement will be \$42.09 per day for basic services plus \$51.91 per day for enhanced therapeutic for a total daily rate of \$94.00. The formula of *48 clients per day x \$94.00 x 365 days* should be used to develop an annualized budget.

b. **Start-Up Support Funds** - Funding to support initial startup costs will be authorized for Fiscal Year 2016-2017 in the total amount of \$200,000.

c. **Ancillary Support Service Funds** in the amount of to \$100,000 annually.

d. **Board Administrative Funds** will be authorized for Fiscal Year 2016-2017 in the total amount of \$56,000.

V. *Schedule of Events: (Limit to 2 pages)*

1. The proposed start date of the CBT program shall be outlined, with a schedule of key events and completion dates leading to opening the CBT program in a timely manner.

- a. Start-up is expected on or after October 1, 2016, at a date to be at the discretion of the Division of Criminal Justice and the provider.
- b. Offerors that cannot be fully ready to provide CBT services in FY 2016-2017 at the discretion of the Office of Community Corrections may not be eligible for a contract to provide CBT services.

## V. EVALUATION PROCESS

### A. Evaluation Committee

- (1) An evaluation committee will review offerors' proposals and make recommendations to the Colorado Department of Public Safety, Division of Criminal Justice.
- (2) The sole objective of the evaluation committee will be to recommend the Offerors whose proposals are most responsive to the state of Colorado's needs within available monetary resources.
- (3) The specifications within the RFP represent the minimum performance necessary for a response.

### B. Responsibility to Provide Information / Disqualification

- (1) The responsibility to provide all information requested in the RFP is that of the offerors.
- (2) Failure of offerors to provide information requested in the RFP may result in the disqualification of the proposal, at the sole discretion of the Division of Criminal Justice.

### C. Scoring of proposals

- (1) The proposals with the highest overall scores will be recommended for the award.
- (2) A minimum passing score of 50% will be required of any offeror on the technical portion of this RFP in order to be considered a prospective contract operator of a proposed CBT Pilot program.
- (3) The Cost Proposals will be evaluated on service value per dollar from those offerors whose proposal meets or exceeds the minimum passing score.

### D. Evaluation Factors

#### (1) **Evidence-Based Supervision Services**

- (a) The proposals in part will be evaluated on the offerors' technical expertise in the supervision of offender populations with the specialized treatment needs described in this RFP, in the context of community corrections.
- (b) Proposals to be rated higher include those that reflect a knowledge and use of proven supervision approaches, those that describe an ability to integrate evidence-based services with referral agency supervision functions and those that demonstrate an overall understanding of the most effective supervision and treatment approaches.

#### (2) **Evidence-Based Treatment and Risk Reduction Approaches**

- (a) Proposals in part will be rated higher if they demonstrate intent and ability to use clinical, standardized and evidence-based programming designed to meet the needs of the offender population targeted for the CBT Pilot Program, in the context of the Scope of Work.
- (b) Proposals in part will be rated higher if they demonstrate an intent and ability to coordinate other wrap-around services or ancillary treatment needs of the offender population targeted for the CBT Pilot Program.

**(3) Quality Assurance and Program Integrity**

- (a) Proposals that demonstrate authentic intent, identified practices and a formal infrastructure to measure internal program quality and fidelity to evidence-based risk reduction and clinical services will be rated higher.
- (b) Proposals that demonstrate structured, formal and objective measurements of program quality and fidelity will be rated higher.

**(4) Program Dosage and Intensity**

- (a) Offerors that will apply research-based and risk-informed intensity, duration, and dosages of therapeutic and skill-building services will be rated higher as compared to proposals that depart from this objective.
- (b) Offerors that use appropriate proportions of evidence-based and manualized curricula, as well as staff-directed skill building interventions for offenders will be rated higher as compared to proposals that depart from this objective.
- (c) Offerors that target non-criminogenic needs or those that offer activities that are targeted toward lower priority criminogenic needs are of less value to the CBT pilot project and will be rated lower in comparison to proposals that better meet the intent of the program.

**(5) Staff Selection, Staffing Patterns, Background and Qualifications of Staff**

- (a) Proposals that select staff with attitudinal alignment, training, credentialing and experience related to the described services will be rated higher.
- (b) Proposals that demonstrate the most effective staffing patterns will be rated higher.
- (c) Proposals that demonstrate internal practices for the ongoing development of staff skills those that and provide coaching/fidelity feedback will be rated higher.

**(6) Organizational Structure**

- (a) Offerors with an organizational structure that supports effective community corrections and CBT therapeutic service delivery will be rated higher.
- (b) Offerors with an organizational structure that most closely resembles the intended CBT Pilot Program will be rated higher. Specifically, the CBT Pilot Program is intended to be placed in a single program that is directly operated by a unit of local government that directly serves offenders in the greater Denver metropolitan area. For the purposes of this RFP, the *greater*

*Denver metropolitan area* is defined as the 1<sup>st</sup>, 2<sup>nd</sup>, 17<sup>th</sup>, 18<sup>th</sup>, and 20<sup>th</sup> Judicial Districts. The evaluation committee and the Division of Criminal Justice will openly consider departures or variations from this intent; however, proposals that depart or vary from the intent may be scored lower based on the integrity of the overall proposal.

- (c) Value will be placed on proposals that demonstrate strong coordination with community-based services for community placement or re-entry including ongoing clinical aftercare.

**(7) Offender Acceptance and Discharge Criteria**

- (a) Offerors that place appropriate limits or restrictions on the acceptance of CBT Pilot offenders will be of more value to the CBT Pilot project may be rated higher.
- (b) Offerors that have demonstrate specific and objective means to match offender risk/needs to the CBT Pilot Program will be rated higher than offerors with less specific and acceptance criteria.
- (c) Offerors that demonstrate an authentic intent to have measureable, behaviorally-driven and risk-informed program completion criteria are of more value to the CBT pilot project and may be rated higher.

**(8) Cost Efficiency / Services Provided for the Allowable Rate**

- (a) Proposals will be evaluated on the unit costs of services. Each of the services required in the Scope of Work or offered as options must include a specific unit cost, including the cost to individual offenders.
- (b) Proposals will receive higher ratings if they offer greater levels of service for the allowable reimbursement rate, as compared to other proposals.
- (c) Proposals in part will be rated higher if they demonstrate a greater breadth and quality of services to be provided to the CBT Pilot population without charge to the individual offenders.

**(9) Physical Facility**

- (a) Offerors with a physical facility that provides adequate space and accommodations for clients, that separates CBT Pilot clients from other clients will be rated higher.

**(10) Adequacy and Completeness of Proposal**

- (a) The proposals will be evaluated on the offerors' thoroughness in responding to each item outlined in this RFP – specifically in Section IV (Offeror Response Format).
- (b) Such thoroughness includes, but is not limited to, the following factors:
  - (i) All proposed services must be described, with costs clearly defined.
  - (ii) Staffing levels and qualifications must be clearly listed.
  - (iii) Case management and supervision philosophies, technologies and practices must be described.

- (iv) All internal quality assurance and program integrity practices must be detailed.
- (v) An organizational structure must be thoroughly described.
- (vi) The nature of proposed supervision must be described and must be related to applicable provisions within the *Colorado Community Corrections Standards and the Scope of Work*.
- (vii) The nature of proposed treatment must be described and must be related to applicable provisions within the *Colorado Community Corrections Standards and the Scope of Work*.
- (viii) The project start-up schedule must be clearly predicted.

**VI. LIST OF EXHIBITS**

- Exhibit A Administrative Information
- Exhibit B Standard Contract
- Exhibit C Request for Proposal Signature Page
- Exhibit D Sample Month-End Billing Form
- Exhibit E Sample Allocation Letter
- Exhibit F Sample Reallocation Letter
- Exhibit G *Colorado Community Corrections Standards of the Division of Criminal Justice*

**Exhibit A**

**Administration Information**



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ADMINISTRATIVE INFORMATION

A. **INQUIRIES:** Unless otherwise noted, prospective offerors may make written, faxed, or e-mail inquiries concerning this RFP to obtain clarification of requirements. E-mail is the preferred method for vendors to submit inquiries. No inquiries will be accepted after the date and time indicated in the Schedule of Activities.

(1) E-mail all inquiries to:

Department of Public Safety  
CDPS Procurement Office  
Attn.: Tammy Lichvar  
700 Kipling St., Suite 4000  
Denver, CO 80215

E-mail: [tammv.lichvar@state.co.us](mailto:tammv.lichvar@state.co.us)

(2) Clearly identify your inquiries as related to DCJRFPI707CBTPILOT.

(3) Response to Offerors inquiries will be published as a modification on the state of Colorado VSS web page in a timely manner.

B. **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

C. **PROPOSAL SUBMISSION:** Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals shall not be accepted. It is the responsibility of the offeror to ensure that the proposal is received by the CDPS Procurement Office on or before the proposal opening date and time. Offerors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified.

(1) The proposal package shall be delivered or sent by mail to:

Department of Public Safety  
CDPS Procurement Office  
ATTN: Tammy Lichvar  
700 Kipling St., Suite 4000  
Denver, CO 80215

(2) The State of Colorado Request for Proposal Signature Page **MUST** be signed in ink by the offeror or an officer of the offeror legally authorized to bind the offeror to the proposal.

(3) Proposals that are determined to be at a variance with this requirement may not be accepted at the sole discretion of DCJ.

(4) **Six (6) copies of the proposal (PRINTED ON ONE SIDE OF THE PAGE ONLY) shall be submitted, along with a compact disk or USB Drive that contains the entire proposal in electronic form, with no other information.**

(5) Proposals must be submitted and sealed in a package showing the following information.

OFFERORS NAME  
RFP # DCJRF1707CBTPILOT  
PROPOSAL DUE: by July 28, 2016, before 2:00 PM MT

(6) The CDPS Procurement Office desires and encourages that proposals be submitted on recycled paper; **they must be printed on one side only**. While the appearance of proposals and professional presentation is important, **the use of non-recyclable or non-recycled glossy paper is discouraged**.

(7) **Vendors must be registered with Colorado VSS by the proposal submission due date and time.**

- D. **ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:** In the event that it becomes necessary to revise any part of this RFP, an addendum/amendment will be published on the VSS web site at [www.Colorado.gov/VSS](http://www.Colorado.gov/VSS) It is incumbent upon offerors to carefully and regularly monitor VSS for any such postings.
- E. **ORAL PRESENTATIONS/SITE VISITS:** Offerors may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits will be at the offeror's expense.
- F. **ACCEPTANCE OF RFP TERMS:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the autographic signature of the offeror or an officer of the offeror legally authorized to execute contractual obligations. It is assumed by the offeror's response that it acknowledges all terms and conditions of this invitation for an offer. An offeror shall identify clearly and thoroughly any variations between its proposal and the State's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- G. **PROTESTED SOLICITATIONS AND AWARDS:** Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to Teresa Anderle, Colorado Dept. of Public Safety, 700 Kipling St., Denver, CO 80215. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Refer to C.R.S., Title 24, Article 109.
- A. **CONFIDENTIAL/PROPRIETARY INFORMATION:** Any restrictions of the use or inspection of material contained within the proposal shall be requested prior to the submission of the proposal itself. Written requests for confidentiality shall be submitted, by the offeror prior to the proposal submission date. The offeror must state specifically what elements of the proposal that would be considered confidential/proprietary. The CDPS Procurement Office will make a written determination as to the apparent validity of any written request for confidentiality, the determination will be sent to the offeror via email.

(1) Requests that are granted shall use the following format:

- (a) Confidential/proprietary information must be readily identified marked and separated/packaged from the rest of the proposal.

- (b) Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary.
  - (c) Any information that will be included in any resulting contract cannot be considered confidential.
- (2) After award, the offers shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data. C.R.S. Title 24, Article 72, Part 2 as amended.
- H. RFP RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of the state of Colorado. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of C.R.S. Title 24, Article 72, Part 2, as amended.
- I. PROPOSAL PRICES: Estimated proposal prices are not acceptable. Best and final offers may be considered in determining the apparent successful offeror. Proposals shall be firm for a period of not less than ninety (90) calendar days.
- J. EVALUATION: The evaluation will identify the proposals that most effectively meet the requirements of this RFP. The work will be offered to the Offerors whose proposals, conforming to the RFP, will be most advantageous to the state of Colorado, price and other factors considered.
  - (1) The state of Colorado will conduct a comprehensive, fair and impartial evaluation of each proposal received. First, all proposals will be submitted to the CDPS Procurement Office for acceptance. The CDPS Procurement Office will be responsible for ensuring that:
    - (a) The Offeror's proposal complied with the due date and time.
    - (b) The Offeror's "Colorado Request for Proposal Signature Page" meets content and other requirements.
    - (c) The Offeror's included the appropriate number of proposal copies.
  - (2) On the date and time shown on the Request for Proposal Signature Page, the CDPS Procurement Office will hold a Public Opening of Proposals. The Public Opening will only disclose the names of all Offerors that have submitted a proposal for evaluation by the Colorado Department of Public Safety. Information on costs and qualifications will be available from the CDPS Procurement Office following selection of the winning Offeror.
  - (3) Evaluation Process:
    - (a) The Department plans an intensive, thorough, complete and fair evaluation process. Proposals will be evaluated on both the proposed services and the values of the service. The evaluation will be performed and an award recommendation made to the CDPS Procurement Office by the Evaluation Committee. Members will be selected who do not have a conflict of interest in this procurement. The Committee will be responsible for the evaluation process that will include the following steps:
      - (i) Review proposals for any conditions that may disqualify the offeror and to ensure that required terms and conditions have been met.

- (ii) Review proposal content, contact references and assign a preliminary score to each factor for each proposal.
- (iii) Determine whether, as part of the deliberations, any Offerors will be invited to participate in discussions with the Committee [Offerors are those who, based on preliminary scores, have the reasonable potential to be selected for the award]. However, proposals may be reviewed and determinations made without discussion. Therefore, it is important that proposals be complete, and Offerors should recognize that opportunity for further explanation may not exist.
- (iv) Conduct oral presentations, if deemed required, for invited offerors to demonstrate their proposed service.
- (v) Adjust points as necessary.
  - 1. Best and final offers may take place at the State's option.
- (vi) Make final selection recommendation to the CDPS Procurement Office.

- L. **PROPOSAL SELECTION:** Upon review and approval of the evaluation committee's recommendation for award, the CDPS Procurement Office will issue a "Notice of Intent to Make an Award" on VSS. Offeror's should carefully monitor VSS for the "Notice of Intent to Make an Award." A contract must be completed and signed by all parties concerned on or before the date indicated in the Schedule of Activities. If this date is not met through no fault of the state, then the state, at its sole discretion, may elect to cancel the "Notice of Intent to Make an Award" notice and make the award to the next most advantageous Offerors.
- M. **AWARD OF CONTRACT:** The award will be made to the Offerors whose proposal, conforming to the RFP, will be the most advantageous to the state of Colorado, price and other factors considered.
- N. **ACCEPTANCE OF PROPOSED CONTENT:** The contents of the awarded proposal and the terms of this RFP will become contractual obligations of the successful offeror. Except as specified in the responder's proposal, the submission of the offeror's proposal will indicate its acceptance of all terms and conditions. Offerors must disclose in their proposals any objections to the stated terms and conditions or the VSS Solicitation Instructions / Terms and Conditions.
- O. **STANDARD CONTRACT:** A sample contract with the state's Special Provisions is provided with this RFP. Offerors are to carefully review the sample contract, including the Special Provisions, to ensure that they will agree to the sample contract, including the Special Provisions, if they are selected for an award. Any exceptions taken must be clearly identified in the response. A contract must be completed and signed by all parties. In the event the parties are unable to enter into a contract, the State may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsive and responsible offeror.
- P. **RFP CANCELLATION:** The State reserves the right to cancel this Request for Proposal at any time, without penalty.
- Q. **STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES:** Upon established opening time, proposals become the property of the state of Colorado. All products/services produced in response to the contract resulting from this RFP will be the sole property of the state of Colorado, unless otherwise noted in the RFP. The contents of the successful offeror's proposal will become contractual obligations.

- R. **INCURRING COSTS:** The state of Colorado is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract or procurement document. No property interest, of any nature shall occur until a contract is awarded and signed by all concerned parties.
- S. **PROPOSAL REJECTION:** The state of Colorado reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the state of Colorado.
- T. **VENDOR IDENTIFICATION:** The tax identification number provided must be that of the offeror responding to the RFP. The offeror must be a legal entity registered with the Colorado Secretary of State's Office, with the legal right to contract.
- U. **NEWS RELEASES:** News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the State.
- V. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**
- (1) By submission of this proposal Offerors certify, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:
- (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offerors and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
  - (c) No attempt has been made or will be made by the Offerors to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- (2) Each person signing the Request for Proposal Signature Page of this proposal certifies that:
- (a) She/he is the person in Offeror organization responsible within that organization for the decision as to the prices being offered herein and that she/he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or she/he is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that she/he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and she/he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.
  - (b) A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or her/his designee, determines that such disclosure was not made for the purpose of restricting competition.

W. **CONFLICTS OF INTEREST:** The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State. Rules of conduct for public officers and state employees:

- (1) Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.
- (2) A public officer or a state employee shall not:
  - (a) Engage in a substantial financial transaction for her/his private business purposes with a person whom she/he inspects, regulates, or supervises in the course of his official duties;
  - (b) Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from her/his agency;
  - (c) Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency; or
  - (d) Perform an official act directly and substantially affecting its economic benefit a business or other undertaking in which she/he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
  - (e) Serve on the Board of any entity without disclosure to the entity, the Secretary of State, and his/her employer.
- (3) A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if her/his participation is necessary to the administration of a statute and if she/he complies with the voluntary disclosure procedures under C.R.S. 24-18-110.
- (4) Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if she/he complies with the voluntary disclosure procedures under C.R.S. 24-18-110 and if she/he is not a full-time state employee. Reference C.R.S. 24-18-108, as amended.

X. **TAXES:** The state of Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes C.R.S. 39-26-114(a). Our Colorado State and Local Sales Tax Exemption Number is 98-02565. Seller is hereby notified that when materials are purchased in certain political sub-divisions (for example - City of Denver) the seller may be required to pay sales tax even though the ultimate product or service is provided to the state of Colorado. This sales tax will not be reimbursed by the State.

Y. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** - If the maximum amount payable to awarded Contractor under this Contract and/or Purchase Order is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section applies.

Successful Offeror 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 Contractor performance on state contracts/purchase orders 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/Purchase Order, 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 not be limited to quality, cost, and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract/Purchase Order 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/Purchase Order 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 the 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 CBI, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts.

The 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 the Contractor, by the Executive Director, upon showing of good cause.

## Z. INDEPENDENT CONTRACTOR'S STATUS

### **1. Contractor's engagement in independent trade, occupation, profession or business; free from, direction and control by the state pursuant to CRS §8-70-115**

The parties intend to create an independent Contractor relationship between the State and the Contractor and for the State to obtain a rebuttable presumption of an independent Contractor relationship pursuant to §8-70-115 by meeting the nine points below (1 through 9). Contractor(s) (the term "Vendor" includes Contractors and Grantees) shall perform all of its services and other obligations under the Purchase Order (PO) or Contract (the term "Contract" includes Agreements and Grants) to which this Exhibit is attached, free from the direction and control of the State. Contractor represents that it is customarily engaged in an independent trade, occupation, profession, or business related to the services performed. These are material representations made by Contractor to the State, upon which the State relied in issuing this PO or Contract, and without which, this PO or Contract would not have been issued. In accordance with the foregoing, the State does not and shall not:

- a. Require Contractor to work exclusively for the State; Contractor is free to perform work for other entities, and represents that it does hold itself out to perform work for other entities on a regular, ongoing basis. Contractor may schedule and perform similar work for others any time it wishes, including on the same day it does so for the State;
- b. Establish a quality standard for Contractor ; except that the State can provide plans and specifications regarding the work but cannot oversee the actual work or instruct Contractor as to how the work will be performed;
- c. Pay a salary or hourly rate but rather a fixed or contract rate that has been negotiated by the parties;
- d. Terminate the work during the PO or Contract period unless Contractor violates the terms of the PO or fails to produce a result that meets the specifications of the PO or Contract;



- e. Provide training, instruction, briefings, and orientations to Contractor regarding performance of the work, except as specifically stipulated within this PO or Contract's scope of work.  
The State shall notify Contractor when the Contractor may begin performing the work and its other obligations;
- f. Supply Contractor with State-owned or leased real property, tools, benefits, equipment, supplies, or other property to perform the work, except as specifically stipulated within this PO or Contract's scope of work. Contractor shall perform and maintain its own real property, tools, or rent or lease tools, equipment, supplies, or other personal property, and/or other items needed for the performance of the work under this PO or Contract and its other obligations hereunder and when applicable;
- g. Dictate the time of performance; except that a completion schedule and a range of mutually agreeable work hours may be established;
- h. Pay Contractor personally but rather makes checks payable to the trade or business name of Contractor; and
- i. Combine the State's business operations in any way with Contractor's business, but instead maintain the State and Contractor's operations as separate and distinct.

## **2. Benefits Disclosure**

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 shall 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;

- (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.

## **3. Entire Agreement**

Upon award, these Provisions together with the resulting Purchase Order or Contract, constitute the entire agreement between the parties, and supersedes all prior proposals, agreements or other communications between the parties.

**AA. PERFORMANCE OUTSIDE THE STATE OF COLORADO AND/OR THE UNITED STATES** - In compliance with the requirements of HB 13-1292 and pursuant to CRS 24-102-206, preference shall be given to Colorado Offerors. However, upon award and after negotiation of a fully executed Contract, if performance occurs outside the State of Colorado and/or the United States, the awarded Contractor shall provide written notice to the State, within 20 days of the earlier to inform of Offeror'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. Upon award, knowing failure by the awarded contractor to provide notice to the State shall constitute a material breach of any resulting Contract from this solicitation.

**BB. COOPERATIVE PURCHASING** - Pursuant to CRS §24-110-201(1), this is a cooperative purchasing procurement and any resulting agreement(s) shall be deemed a cooperative purchasing agreement in accordance with CRS §24-110-201(1).

**Exhibit B**

**Standard Contract (Sample)**

**Exhibit B - SAMPLE MODEL CONTRACT**

Routing # CMS #

**STATE OF COLORADO**  
**Colorado Department of Public Safety**  
**Contract**  
**with**  
**Insert Contractor's Full Legal Name**

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**1. PARTIES**

This Contract (hereinafter called "Contract") is entered into by and between **Insert Contractor's Name** (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 **October 1, 2016**. This Contract shall terminate on **June 30, 2021** 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.

**C.STATEMENT OF WORK**

**1.Completion**

Contractor shall complete the Work and its other obligations as described herein and in Exhibit “A” on or before June 30, 2021. 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.

**2.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.

**3.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**

1. 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. Advanced 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**

2. 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**

3. 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**

4. 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.Contractors**

###### **i. Public Entities**

5. 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**

6. 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:

**iii. Worker's Compensation**

7. 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.

**iv. General Liability**

8. 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.

9. 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.

**v. Automobile Liability**

10. 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.

**vi. Additional Insured**

11. 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.

**vii. Primacy of Coverage**

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

**viii. Cancellation**

13. 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.

**ix. Subrogation Waiver**

14. 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.

###### **1. 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.

###### **2. 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.

### **3.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.

#### **x. 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.

#### **xi. 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).

#### **xii. 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:

#### **xiii. 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.

#### **xiv. Withhold Payment**

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

#### **xv. 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.

#### **xvi. 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.

**xvii. 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.

**State:**

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

**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 any time 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**

**1. 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 conform to the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

**2. 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.

**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.



**21. COLORADO SPECIAL PROVISIONS**

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

**A. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**22. SIGNATURE PAGE**

Contract Routing Number

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

**STATE CONTROLLER**

Robert Jaros, CPA, MBA, JD

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

Department of Public Safety

Date: \_\_\_\_\_

**Exhibit C**

**Request for Proposal Signature Page**

**EXHIBIT C - STATE OF COLORADO  
DEPARTMENT OF PUBLIC SAFETY  
REQUEST FOR PROPOSAL SIGNATURE PAGE**

<b><u>DATE:</u></b>	June 15, 2016	<b><u>RETURN RFP TO:</u></b>
<b><u>RFP NO:</u></b>	DCJRF1707CBTPILOT	DEPARTMENT OF PUBLIC SAFETY
<b><u>DIRECT INQUIRIES TO:</u></b>	Tammy Lichvar	CDPS PROCUREMENT
<b><u>PHONE:</u></b>	303-239-4502	700 Kipling St. Suite 3000
<b><u>E-Mail:</u></b>	tammy.lichvar@state.co.us	Denver, CO 80215

**DATE** July 28, 2016                      at              2:00 PM                      **MT**  
**DUE:**

Proposals properly marked as to RFP NO., DATE and HOUR of opening, subject to the conditions herein stipulated and in accordance with the specifications set forth and/or attached hereto, will be accepted at the address listed above, prior to the date and time listed for the RFP opening. All proposals shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or jobsite listed herein.

**REQUEST FOR PROPOSAL # RAA DCJ16CBTPILOT**

**TITLE:** Cognitive Behavioral Therapeutic (CBT) Pilot Program  
**AGENCY:** Department of Public Safety  
CDPS Procurement

**SEE ATTACHED PAGES FOR TERMS AND CONDITIONS AND PROPOSAL REQUIREMENTS.**

**IMPORTANT: Proposals submitted in response to this RFP MUST be accompanied by this REQUEST FOR PROPOSAL SIGNATURE PAGE.**

**Offerors should read the entire RFP document before submitting a proposal.**

**TERMS**

**PROPOSALS MUST BE SIGNED IN INK**

**Payment Terms of less than 30 calendar days will not be considered.**

**Pricing shall be effective for 90 days after award.**

_____ Typed or Printed Signatory Name	_____ Vendor Legal Corporate Name
_____ Handwritten Signature	_____ Vendor Mailing Address
_____ Title	_____ City, State, Zip Code
_____ Date	_____ Telephone Number
_____ E-Mail Address of Signatory	_____ Facsimile Number
	_____ Vendor FEIN or SSN

Please review and complete the following information:

- Our agency or company is currently registered on Colorado VSS
- We acknowledge that the award notice for this RFP may be published on Colorado VSS
- We have received \_\_\_\_\_ modifications and/or \_\_\_\_\_ amendments to this RFP

**RETURN THIS PAGE AND THE PRECEDING PAGE**

**Exhibit D**

**Sample Month-End Billing Form**

## EXHIBIT F

### Community Corrections Differential Billing

11/18/201

<b>Invoice #</b>			
<b>Program Name</b>		<b>Bill Month / Year</b>	September 2015
<b>Bill Type</b>	Parole IRT 90 Day	<b>Judicial District</b>	
<b>Bill Status</b>	OCC Approved	<b>Status Date</b>	10/22/2015 10:48:00 AM

Last Name	First Name	Doc #	Case #	Entry Date	Activity	Term Code	Bill Start	Bill End	Serv. Days	Rate
				7/8/2015	Service	10/19/2015	9/1/2015	9/30/2015	30.00	\$46.71
				9/13/2015	Service	9/15/2015	9/1/2015	9/15/2015	15.00	\$46.71
				7/20/2015	Service	10/17/2015	9/1/2015	9/30/2015	30.00	\$46.71
				9/23/2015	Service		9/23/2015	9/30/2015	7.00	\$46.71
<b>Total</b>									<b>82.00</b>	



**Exhibit E**

**Sample Allocation Letter**

**OPTION ALLOCATION LETTER**

<b>Date:</b>	<b>Original Contract CMS #:</b>	<b>Allocation Letter #</b>	<b>CMS Routing #</b>
--------------	---------------------------------	----------------------------	----------------------

TO: Insert Grantee's name

In accordance with Section 7 A of the Original Contract between the State of Colorado, Insert Name of Department or Higher Ed Institution, and Contractor's Name beginning Insert start date and ending on Insert ending date, the undersigned commits the following funds to the Grant:

1. Payment for the period July 1, 2\_\_\_\_ through June 30, 20\_\_\_\_, will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed:  
 \$ \_\_\_\_\_ for Parole Sex Offender services at a daily rate of **\$33.02** per offender, and  
 \$ \_\_\_\_\_ for Diversion Sex Offender services at a daily rate of **\$33.02** per offender, and  
 \$ \_\_\_\_\_ for Transition Sex Offender services at a daily rate of **\$33.02** per offender.
2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.
4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than September 30, 20\_\_\_\_.

This Grant Funding Letter does not constitute an order for services under this Grant.

The effective date of hereof is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

**STATE OF COLORADO**  
**Bill Ritter, Jr. GOVERNOR**  
 Insert Name of Agency or IHE

---

By: Insert Name & Title of Person Signing for Agency or IHE

Date: \_\_\_\_\_

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**David J. McDermott, CPA**

By: \_\_\_\_\_  
 Insert Name of Agency or IHE Delegate-Please delete if grant will be routed to OSC for approval

Date: \_\_\_\_\_

**Exhibit F**

**Sample Reallocation Letter**

**REALLOCATION OPTION LETTER**

<b>Date:</b>	<b>Original Contract CMS #:</b>	<b>Funding Change Letter #</b>	<b>CMS Routing #</b>
--------------	---------------------------------	--------------------------------	----------------------

TO: Insert Grantee's name

In accordance with Section \_\_\_\_\_ of the Original Contract between the State of Colorado, Insert Name of Department or Higher Ed Institution, and Contractor's Name beginning Insert start date and ending on Insert ending date, the undersigned commits the following funds to the Grant:

The amount of grant funds available and specified in Section \_\_\_\_\_ are  increased or  decreased by amount of change to a new total funds available of \$ \_\_\_\_\_ for the following reason: \_\_\_\_\_ Section \_\_\_\_\_ is hereby modified accordingly.

This Grant Funding Change Letter does not constitute an order for services under this Grant.

The effective date of hereof is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b>  <b>John W. Hickenlooper, Governor</b>                  Name of Agency or IHE</p> <hr/> <p>By: Insert Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>
---

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
 Robert Jaros, CPA, MBA, JD

By: \_\_\_\_\_  
 Insert Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Date: \_\_\_\_\_

**Exhibit G**

**Colorado Community Corrections Standards (links)**

<https://sites.google.com/a/state.co.us/dcj-community-corrections/home/standards>

<http://dcj.occ.state.co.us/home/standards>

**EXHIBIT E**



# Colorado Community Corrections Standards

**Revised  
August 2010**

**For a complete copy, please go to the website at:  
<http://dcj.state.co.us/occ>**

**State of Colorado  
Department of Public Safety  
Division of Criminal Justice  
Office of Community Corrections  
700 Kipling Street, Suite 1000  
Denver, Colorado 80215  
(303) 239-4548**

EXHIBIT F

Community Corrections Differential Billing

11/18/201

Invoice #	
Program Name	September 2015
Bill Type	Parole IRT 90 Day
Bill Status	OCC Approved
Bill Month / Year	September 2015
Judicial District	
Status Date	10/22/2015 10:46:00 AM

Last Name	First Name	Doc #	Class #	Entry Date	Activity	Bill Start	Bill End	Rate	Days	Amount
				7/8/2015	Service	10/19/2015	9/12/2015	9/30/2015	30.00	\$46.71
				8/13/2015	Service	9/15/2015	9/12/2015	9/15/2015	15.00	\$46.71
				7/20/2015	Service	10/17/2015	9/12/2015	9/30/2015	30.00	\$46.71
				9/23/2015	Service	9/24/2015	9/24/2015	9/30/2015	7.00	\$46.71
Total										82.00

**EXHIBIT G****Basic Operational Requirements of Community Corrections Providers  
Exhibit I****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 H



**COMMUNITY  
CORRECTIONS**  
DENVER PUBLIC SAFETY



**CEC**

Breaking the Cycle of Recidivism®

**ORIGINAL**



Request for Proposal (RFP) DCJRF1707CBTPILOT for:  
***Cognitive-Behavioral Therapeutic (CBT) Pilot  
Program in Community Corrections***



**Submitted to:**  
Colorado Department of Public Safety –  
Division of Criminal Justice

**Submitted by:**  
Denver County Community Corrections &  
Community Education Centers, Inc. (CEC)

**Due:** July 28, 2016, 2:00 PM (MT)

PROPOSAL



**Breaking the Cycle of Recidivism®**

July 25, 2016

Department of Public Safety  
CDPS Procurement Office  
Attn: Tammy Lichvar  
700 Kipling St., Ste 4000  
Denver, CO 80215

Re: Request for Proposal (RFP) #DCJRF1707CBTPILOT for Cognitive-Behavioral Therapeutic (CBT) Pilot Program in Community Corrections

Dear Ms. Lichvar and Evaluation Committee:

Community Education Centers, Inc. (CEC), in partnership with the Denver County Department of Community Corrections (DDCC) (CEC/DDCC), are pleased to submit the attached proposal in response to RFP #DCJRF1707CBTPILOT for Cognitive-Behavioral Therapeutic (CBT) Pilot Program in Community Corrections at our Tooley Hall facility located in Denver, CO. CEC/DDCC submit this proposal as a complete and equal partnership. Key decision makers at both organizations will be involved in all areas of contract administration, quality control functions and monitoring, program design and fidelity, and collaboration with the DCJ.

We have co-developed a tailor-made program plan to meet the needs of the Colorado Department of Public Safety, Division of Criminal Justice (DCJ). Although the program is offered within the framework of CEC's existing facility at Tooley Hall, CEC/DDCC have collaborated to create an innovative approach and model for CBT Pilot Program clients focusing on evidence based cognitive behavioral interventions to provide the best mechanism to change behavior and fill skill deficits of CBT clients.

To further this goal, both CEC and the DDCC have well-established partnerships with community and faith-based organizations within the local Denver area, which will assist offenders in successful re-entry to the community. It is the intent of the CEC/DDCC partnership to encourage program collaboration with these community and faith based organizations to provide mentoring, resources and community support to clients upon their release.

As the Vice President of Business Development & Marketing for CEC, I am authorized to commit CEC to the services, compliance with requirements and prices stated in our proposal. An additional letter of Intent from DDCC accompanies this proposal outlining the intended partnership between CEC and DDCC.



Ms. Lichvar  
CDPS Procurement  
July 28, 2016  
Page 2 of 2

The single point of contact for all matters pertaining to this proposal and contract is:

Steve Tomlin, Senior Vice President, Reentry Operations

[steve.tomlin@cecintl.com](mailto:steve.tomlin@cecintl.com)

Tel. (201) 452-8682

Fax. (973) 396-0750

Please feel free to contact Mr. Tomlin at the contact information above with any questions regarding this proposal submission by CEC/DDCC for CBT Pilot Program services at Tooley Hall. Both organizations look forward to expanding our relationship with the Colorado Department of Public Safety, Division of Criminal Justice to provide these critical services for clients in the State.

Sincerely,



Rachel M. Bickar  
Vice President, Business Development & Marketing

**EXHIBIT C - STATE OF COLORADO  
DEPARTMENT OF PUBLIC SAFETY  
REQUEST FOR PROPOSAL SIGNATURE PAGE**

<b><u>DATE:</u></b>	June 15, 2016	<b><u>RETURN RFP TO:</u></b>
<b><u>RFP NO:</u></b>	DCJRFP1707CBTPILOT	DEPARTMENT OF PUBLIC SAFETY
<b><u>DIRECT INQUIRIES TO:</u></b>	Tammy Lichvar	CDPS PROCUREMENT
<b><u>PHONE:</u></b>	303-239-4502	700 Kipling St.
<b><u>E-Mail:</u></b>	tammy.lichvar@state.co.us	Suite 3000
		Denver, CO 80215

**DATE** July 28, 2016 **at** 2:00 PM **MT**  
**DUE:**

Proposals properly marked as to RFP NO., DATE and HOUR of opening, subject to the conditions herein stipulated and in accordance with the specifications set forth and/or attached hereto, will be accepted at the address listed above, prior to the date and time listed for the RFP opening. All proposals shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or jobsite listed herein.

**REQUEST FOR PROPOSAL # RAA DCJ16CBTPILOT**

**TITLE:** Cognitive Behavioral Therapeutic (CBT) Pilot Program  
**AGENCY:** Department of Public Safety  
CDPS Procurement

**SEE ATTACHED PAGES FOR TERMS AND CONDITIONS AND PROPOSAL REQUIREMENTS.**

**IMPORTANT: Proposals submitted in response to this RFP MUST be accompanied by this REQUEST FOR PROPOSAL SIGNATURE PAGE.**

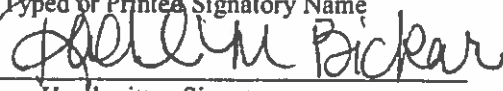
**Offerors should read the entire RFP document before submitting a proposal.**

**TERMS**

**PROPOSALS MUST BE SIGNED IN INK**

**Payment Terms of less than 30 calendar days will not be considered.**

**Pricing shall be effective for 90 days after award.**

Rachel Bickar  
Typed or Printed Signatory Name  
  
Handwritten Signature

Vice President, Business Development & Marketing  
Title

07/25/2016  
Date

rachel.bickar@cecintl.com  
E-Mail Address of Signatory

Community Education Centers, Inc.  
Vendor Legal Corporate Name

35 Fairfield Place  
Vendor Mailing Address

West Caldwell, New Jersey 07006  
City, State, Zip Code

832-325-5811  
Telephone Number

713-425-0562  
Facsimile Number

22-3457238  
Vendor FEIN or SSN

Please review and complete the following information:

- Our agency or company is currently registered on Colorado VSS
- We acknowledge that the award notice for this RFP may be published on Colorado VSS
- We have received \_\_\_\_\_ modifications and/or 1 amendments to this RFP

**RETURN THIS PAGE AND THE PRECEDING PAGE**



## **T. Signatories**

This proposal has been signed by Rachel M. Bickar, Vice President, Business Development & Marketing for Community Education Centers, Inc. Ms. Bickar is authorized by CEC to legally bind the Company into contracts. Ms. Bickar has signed the RFP signature page.

If this CEC/DDCC proposal is awarded a contract for CBT Pilot Program services, a Memorandum of Understanding will be drafted and executed formalizing the partnership between CEC and DDCC. A letter of intent from DDCC accompanies this RFP outlining the intended partnership between CEC and DDCC. Please see **Exhibit 7**.

### III. SCOPE OF WORK

#### A. Overview

- (1) The Cognitive Behavioral Therapeutic pilot program is specialized for a targeted male population who are high risk with high intrinsic needs in the areas of antisocial mindsets and cognitive structures, criminal orientation/personality and impulse control skill deficits.
- (2) This is a 5 year, high intensity, 48 bed pilot program which will serve at least 200 high risk/high intrinsic needs clients annually.
- (3) The program utilizes a 3-phase approach to address specific intrinsic and primary criminogenic needs of high risk criminal clients.
- (4) Each phase of programming includes risk-informed and evidence-informed efforts in supervision, evidence-based interventions and applies research based dosage targets with phases one and two incorporating a minimum of 300 hours of therapeutic and skill building interventions.

#### B. Client Population Served

- (1) Adult male clients with histories of significant criminal conduct, antisocial cognitions, and/or antisocial personality patterns are eligible for services from the CBT program.
- (2) Clients will be referred from the courts, community-based correctional agencies, or probation agencies for intensive cognitive behavioral treatment services.
- (3) Direct Sentence/Diversion Clients -Clients served in the CBT program shall be limited to:
  - a) Felony clients that are sentenced by a state district court to community corrections whose assessed risks and needs necessitate intensive CBT placement.
  - b) Felony clients referred by a state-funded community corrections program whose assessed risks and needs necessitate intensive CBT placement.
  - c) Felony clients required to successfully complete a CBT program as a condition of their community corrections sentence whose assessed risks and needs necessitate intensive CBT placement.
  - d) Felony clients at risk of regression or technical violation of a community-based correctional sentence due to antisocial behavior whose assessed risks and needs necessitate intensive CBT placement.

The CBT pilot program is targeted for diversion clients, but transition and parole clients may be admitted on a case-by-case basis at the discretion of the local community corrections board and the Division of Criminal Justice.

- (4) Transition Clients - Clients served in the CBT program shall be limited to:

- a) Transition clients regressed from another community corrections program due to antisocial behavior whose assessed risks and needs necessitate intensive CBT placement.
- b) DOC inmates meeting pre-release criteria and eligible for community corrections placement whose assessed risks and needs necessitate intensive CBT placement.
- c) Transition inmates placed in a specialized treatment and release-planning program before transferring to another facility whose assessed risks and needs necessitate intensive CBT placement.

(5) Parole Clients -Clients served in the CBT program shall be limited to:

- a) Parolees regressed from community parole placement due to antisocial behavior whose assessed risk and needs necessitate intensive CBT placement.
- b) Parolees receiving a technical violation whose assessed risk and needs necessitate intensive CBT placement.

**C. Board and Program Level Selection Criteria**

- (1) Clients selected to the program must be assessed through actuarial tools to be high risk with low to moderate behavioral health needs. High risk shall be determined using the following cutoffs as applicable:
  - a) Level of Supervision Inventory (LSI) 29 or greater
  - b) Colorado Actuarial Risk Assessment Scale (CARAS) 37 or greater
  - c) Supplemental Reentry Tool (SRT) Males 15 or greater
  - d) Supplemental Reentry Tool (SRT) Females 19 or greater
  - e) Reentry Tool (RT) Males 16 or greater
  - f) Reentry Tool (RT) Females 15 or greater
- (2) Clients with severe, persistent and present substance use disorders or those that are dually diagnosed (substance dependence and severe mental illness) will likely not be appropriate for admission in this program and would be better suited for other specialized programs such as Intensive Residential Treatment (IRT), Therapeutic Communities (TC) and/or Residential Dual Diagnosis Treatment (RDDT) programs.
- (3) In addition to the above factors, clients shall also be selected based on having primary criminogenic risk factors and needs in the areas of criminal mindset/thinking, anti-social personality traits, and impulse control skill deficits.

**D. Program-Level Assessment**

- (1) Intake- There shall be an assessment expert/team to review each client's appropriateness for the program. The assessment process shall measure clients' risk as well as intrinsic needs in the areas of antisocial mindsets and cognitive structures, criminal orientation/personality and impulse control skill deficits.
- (2) Assessment- The program shall use a dynamic assessment instrument in addition to the SOA-R that specifically measures criminal cognitions/attitudes/beliefs. Assessments must be completed within 7 working days of intake.

**E. Level System**

- (1) Level system- The program shall maintain a level system designed to determine progression through the phases of programming. The program shall determine criminogenic risk factors, treatment, stability and behavioral factors on which a client must make progress to successfully complete each level. Clients shall have incentives tied to progressing through the levels and completion criteria of the CBT program shall be consistent and transparent. Reduction in criminal cognitions/attitudes/beliefs shall be an expectation to progress through the CBT program level system. Client shall not progress to standard community corrections programming until criteria for completion is met.
- (2) Program planning- Program plans shall be completed within 10 working days of client intake. Program plans shall be individualized, based on assessments, and focused on intrinsic criminogenic risk factors. Program plans must be updated between each phase of the CBT program, no later than 5 calendar days after the transition .
- (3) Program Completion Criteria
  - a) Completion criteria must be transparent, pre-established and based on progress on criminogenic needs.
  - b) The CBT program must have periodic assessment and re-assessment to document change on dynamic criminal cognitions/attitudes/beliefs. Measurable change shall be required in order to move on to the next phase of programming.
  - c) Program staff shall provide clients with ongoing behavioral observation and feedback throughout the program.
  - d) Structured decision making will be utilized when determining program completion and planning for appropriate aftercare.

**F. Phased Programming**

**(1) Pre-entry phase-** This phase emphasizes highly structured supervision, along with highly intensive cognitive behavioral interventions, and structured directed skill practice related to impulse control.

- a) The program shall utilize the SOA-R as well as a specific assessment instrument to measure criminal cognitions/attitudes/beliefs. This shall be a dynamic assessment used to track progress throughout the program.
- b) Client shall not have access to the community without the presence of a staff member unless an emergency occurs.
- c) The client's program plan shall focus on stability and behavioral factors and identify goals and objectives to address intrinsic criminogenic risk factors.
- d) There shall be evidence based interventions to include CBT criminal thinking/restructuring and impulse control skill building.
- e) Dosage in this phase shall be between 200 and 250 hours. A minimum of 40% of the dosage hours must be direct therapeutic contact. The dosage hours in this phase shall primarily target antisocial attitudes, antisocial personality patterns and low impulse control skills.
- t) Clients shall be scheduled in therapeutic and skill building activities such that 60% or more of their time (9-11 hours per day) is made up of treatment activities for a minimum of 6 days per week.
- g) Clients shall not be charged subsistence in this phase.

**(2) Re-Entry Phase -** This phase emphasizes continuing but less intensive cognitive behavioral interventions along with employment readiness and family re-integration.

- a) Client shall be re-assessed on their criminal cognitions/attitudes/beliefs on an ongoing basis.
- b) Clients may have access to the community for structured skill building, therapeutic, or other risk reduction activities. Clients should not have access to the community for leisure/recreational purposes.
- c) The client's program plan shall continue to focus on intrinsic criminogenic needs, stability and behavioral factors and incorporate some extrinsic factors (i.e. family/marital, education/employment, companions) in preparation for transition to Community Entry Phase.
- d) Clients shall be scheduled in therapeutic and skill building activities such that 50% or more of their time (8-10 hours per day) is made up of treatment activities for a minimum of 5 days per week.
- e) The program shall offer family groups/interventions beginning in this phase.



- t) Dosage in this phase shall be between 50 and 100 hours. A minimum of 40% of dosage hours must be direct therapeutic contact. Dosage in this phase shall also address job readiness, family/marital dysfunction, and antisocial companions.
- g) The program shall have a relationship with programs within their judicial district and also in other judicial districts that are prepared to receive and treat clients who have completed the Re-Entry Phase. This shall include information sharing, coordinating continuity of treatment, and general collaboration to continue the client's program plan into the next phase. This could include outreach to the destination program or in-reach from the destination program. The CBT program shall provide a discharge summary to the destination program.
- h) Clients shall not be charged subsistence in this phase.
- i) Clients shall be re-assessed on the LSI prior to being discharged to the Community Entry Phase.

**(3) Community Entry Phase -Clients will transition into regular residential community corrections.**

- a) The Community Entry Phase consists of regular community corrections programming and services. The CBT pilot program should target a community corrections placement that is capable of providing the appropriate aftercare to clients of the CBT pilot program. The provider for the Community Entry Phase should sustain fidelity with the Progression Matrix, should have a structured sanctions and incentives program, and should generally have an infrastructure to support higher risk clients.

**G. Dosage and Curricula**

- (1) Direct Therapeutic Contact- Direct Therapeutic Contact hours shall be comprised of cognitive-behavioral, evidenced based, manualized curricula targeted at high risk/high intrinsic needs clients. Curricula must be targeted at addressing antisocial attitudes, antisocial personality patterns, and low impulse control. The ratio of staff to clients in group settings shall not exceed 1:12.
- (2) Structured Skill Building Activities- Structured skill building activities shall be comprised of structured skill building and skill practice activities that are targeted at antisocial attitudes, antisocial personality patterns, and low impulse control skills. The CBT program shall utilize evidenced based guides and/or curricula to support skill building activities (e.g. Carey Guides, worksheets from curricula). The program may also utilize some time for experiential activities targeted at risk reduction. The ratio of staff to clients in group settings shall not exceed 1:12 for curricula-based activities and all skill building activities must be actively facilitated by staff.
- (3) Individual Risk Reduction and Therapeutic Meetings- Program staff shall meet with clients individually twice weekly to provide targeted interventions aimed at risk reduction (e.g. skill practice, program planning activities, thinking reports, behavioral interventions, and motivational enhancement sessions). These individual meetings may be counted toward direct therapeutic contact hours.

**H. Treatment/Progress Documentation**

- (1) The provider shall clearly document each client's treatment-related and structured skill building activities. Documentation shall also include:

- a) a description of the treatment activity (e.g., group therapy, individual therapy, skill-building exercise),
  - b) the duration of time to complete the activity,
  - c) the date of the activity and staff contact, and
  - d) the criminogenic need area(s) addressed.
- (2) Treatment/progress notes shall also include the client's response to the intervention and progress toward treatment goals. Records of treatment-related activities shall be maintained in each client's file and must be completed, at a minimum, daily.

**I. General Staff Selection Criteria**

- (1) All staff, including administration, has a vital role in behavior change. The program shall use teams of staff that all share a role in both behavior change and direct supervision.
- (2) Staff must be experienced and knowledgeable in research related to Risk/Needs/Responsivity, treatment dosage, National Institute of Corrections Principles of Effective Intervention, Cognitive Behavioral Treatment, and other risk reduction approaches for high risk and high needs clients (e.g. integrated practice models, motivational interviewing, and directed skill practice).
- (3) Staff at all levels are selected, in part, based on their motivation to apply evidence based practices and their alignment with evidence-based behavior change. Staff should be selected, in part, based on their general attitudes toward working with high risk/high need clients and their ability to demonstrate a healthy working alliance with clients to assist them with behavior change and risk reduction.

**J. Staffing Credentials**

- (1) Clinicians/Counselor/Case Manager: Program staff shall be appropriately credentialed. Credentialing must include training in curricula offered and/or plan to provide relevant training. Program staff shall have a Bachelor's Degree (Master Degree preferred with experience working with community based high risk client population).
- (2) Program/Clinical Director- The director shall be experienced in staff development, quality assurance, coaching, fidelity and feedback practice. The director shall provide/coordinate regular supervision and coaching to clinical and counselor staff.

**K. Coaching/Supervision**

- (1) Clinical Supervision- The CBT program shall be staffed such that clinical supervision is provided internally. Clinicians shall receive supervision in accordance with Office of Behavioral Health guidelines. Supervision shall be reflective and growth-oriented. The supervisor shall conduct regular live observations of clinicians and provide structured feedback. Frequency of live observation should be commensurate with staff knowledge and experience; however, this shall occur no less than quarterly. Group supervision may be utilized, although the reflective nature of supervision must remain intact and this shall be distinct from staff meetings.

- (2) **Counselor Coaching/Supervision-** Counselors shall receive coaching at the frequency necessary to complete their job duties. Structured fidelity outputs shall determine the frequency with which each staff member needs to be coached in each area, though this shall occur no less than quarterly. Areas of coaching shall include, but are not limited to:

- a) Motivational Interviewing
- b) Case planning
- c) Contingency management
- d) Structured sanction responses
- e) Skill building
- f) Cognitive behavioral treatment model
- g) Risk/need Assessments and principles

**L. Sanctions and Incentives**

- (1) **Sanctions-** The program shall establish a structured sanctions model such that responses to violation behavior are swift, certain, fair, consistent, and transparent. Sanctions procedures shall be procedurally just and include all due process considerations.
- (2) **Incentives-** The program shall establish a structure for incentivizing prosocial behavior. Incentives shall target behaviors that demonstrate progress on criminogenic needs and shall be given by all levels of staff. Responses to desired prosocial behavior shall be swift, certain, fair, consistent and transparent.

**M. Substance Testing**

- (1) **Substance Abuse Testing -** The provider shall be capable of testing for drug use with a system that complies with appropriate standards for accuracy and proper evidence handling. One urine drug screen will be required upon admission. At least one random documented full urine screen shall be performed each calendar week on each client. Unless specified differently herein, substance abuse testing procedures shall comply with all related provisions of the C.C.C.S.
- (2) **Alcohol Abuse Monitoring-** The provider shall be capable of testing for alcohol use with breathalyzer testing or another system that complies with appropriate standards for accuracy and proper evidence handling. At least two random documented alcohol screenings shall be performed each calendar week. Alcohol abuse monitoring shall comply with all related provisions of the C.C.C.S.

**N. Community Access**

- (1) **Visitation-** Clients shall have visitation privileges upon entering the CBT program; however, visitation shall be limited to those persons who are likely to have a prosocial influence on the client. The program shall have contact with the visitors prior to visitation to assess appropriateness of the visitor.
- (2) **Outings-** Client may have outings with peers and staff in Phase II of the CBT program. There shall be a ratio of staff to clients no more than 1:12.

**O. Board Administration Responsibilities**

- (1) **Screening-** Boards shall develop a screening procedure to ensure the selection of clients whose assessed risks and needs necessitate intensive CBT placement.
- (2) **Audits-** Board staff shall work directly with the Division of Criminal Justice to complete regular audits and fidelity checks.
- (3) **Technical Assistance-** Board staff shall work directly with the Division of Criminal Justice to provide or coordinate coaching and technical assistance for the program staff.

**P. Use of Additional Funding**

- (1) **Ancillary Support Service Funds -** The CBT program will be responsible for utilizing treatment support activity funds effectively. This shall be for services that directly address barriers to risk reduction such as Traumatic Brain Injury (TBI), trauma, medical needs, mental health needs, psychiatric needs, and neuropsychological needs of clients on an as-needed and case-by-case basis.
- (2) **Start-Up Support Funds -** The CBT program must maintain records of the utilization of Start-Up Support funds.
- (3) **Board Administrative Funds -** The CBT program must maintain records of the utilization of Board Administrative funds.

**Q. Collaboration with the Division of Criminal Justice**

- (1) The program shall work collaboratively with the Division of Criminal Justice to implement an ongoing schedule of quality assurance, fidelity measurement, fidelity support and technical assistance.
- (2) The program shall work collaboratively with the Division of Criminal Justice to ensure the collection and reporting of data as necessary to monitor both short-term and long-term outcomes.

**General Provisions:**

Standards for the operation of a community corrections program can be found in the Colorado Community Corrections Standards (C.C.C.S.), Colorado Department of Public Safety, Division of Criminal Justice. The CBT provider must, at minimum, conform to all applicable Standards in that publication or any revised version. The standards and regulations set out in the C.C.C.S. are incorporated into this contract and become terms of this contract. Copies of the C.C.C.S. are available from the Division of Criminal Justice (DCJ) via the Internet at <http://dci.occ.state.co.us/home/standards>

## **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."



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 4

<b>AGENCY</b> Willis Insurance Services of Georgia, Inc.	<b>NAMED INSURED</b> The GEO Group Inc and All Subsidiaries including Community Education Centers 4955 Technology Way Boca Raton, FL 33487	
<b>POLICY NUMBER</b> See Page 1	<b>EFFECTIVE DATE:</b> See Page 1	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>CARRIER</b>            See Page 1         </td> <td style="width: 50%; vertical-align: top;"> <b>NAIC CODE</b>            See Page 1         </td> </tr> </table>		<b>CARRIER</b> See Page 1
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

if required by written contract. Insurance is Primary and Non Contributory. Blanket Waiver of Subrogation is provided as respects General Liability as required by written contract.

Blanket Additional Insured is included to Certificate Holder as respect Automobile Liability if required by written contract.

Blanket Waiver of Subrogation is provided as respects Automobile Liability as required by written contract.

Blanket Waiver of Subrogation is provided as respects Workers Compensation as required by written contract and as permitted by law.

Cert Holder continuation: Division of Community Corrections. Re: RE: William Street Center, Denver, Co. Additional Insureds: The City and County of Denver, its elected and appointed officials, employees and volunteers.

Cert Holder: Division of Community Corrections. RE: Tooley Hall, Denver, CO. Additional Insureds: The City and County of Denver, its elected and appointed officials, employees and volunteers.

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
 POLICY NUMBER: 031467903 (IL/KY/NC/UT)      EFF DATE: 10/01/2018      EXP DATE: 10/01/2019

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - IL/KY/NC/UT	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
 POLICY NUMBER: 031467907 (AK/AZ/VA)      EFF DATE: 10/01/2018      EXP DATE: 10/01/2019

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - AK/AZ/VA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 3 of 4

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<b>POLICY NUMBER</b> See Page 1		<b>NAIC CODE</b> See Page 1	
<b>CARRIER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

**INSURER AFFORDING COVERAGE:** New Hampshire Insurance Company **NAIC#:** 23841  
**POLICY NUMBER:** 031467906 (NJ/PA)      **EFF DATE:** 10/01/2018      **EXP DATE:** 10/01/2019

**SUBROGATION WAIVED:**      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - NJ/PA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

**INSURER AFFORDING COVERAGE:** New Hampshire Insurance Company **NAIC#:** 23841  
**POLICY NUMBER:** 031467905 (MA OH WA)      **EFF DATE:** 10/01/2018      **EXP DATE:** 10/01/2019

**SUBROGATION WAIVED:**      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - MA OH WA	Each Accident	\$2,000,000
Per Statute	Disease-Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

**ADDITIONAL REMARKS:**  
 Workers Compensation - MA  
 Stop Gap - OH/WA is included

**INSURER AFFORDING COVERAGE:** Illinois National Insurance Company **NAIC#:** 23817  
**POLICY NUMBER:** 031467909 (FL)      **EFF DATE:** 10/01/2018      **EXP DATE:** 10/01/2019

**SUBROGATION WAIVED:**      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - FL	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

AGENCY Willis Insurance Services of Georgia, Inc.	NAMED INSURED The GEO Group Inc and All Subsidiaries including Community Education Centers 4955 Technology Way Boca Raton, FL 33487
POLICY NUMBER See Page 1	EFFECTIVE DATE: See Page 1
CARRIER See Page 1	
NAIC CODE See Page 1	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380  
 POLICY NUMBER: 0131467908 (CA)      EFF DATE: 10/01/2018      EXP DATE: 10/01/2019

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - CA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445  
 POLICY NUMBER: 9744633      EFF DATE: 10/01/2018      EXP DATE: 10/01/2019

ADDITIONAL INSURED:      Y

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - VA Only	Any Auto - CSL Limit:	\$3,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445  
 POLICY NUMBER: 9744634      EFF DATE: 10/01/2018      EXP DATE: 10/01/2019

ADDITIONAL INSURED:      Y

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - MA Only	Combined Single Limit	\$3,000,000
Any Auto including Hired & Non-Owned		

INSURER AFFORDING COVERAGE: Steadfast Insurance Company NAIC#: 26387  
 POLICY NUMBER: ZRE 0184690-00      EFF DATE: 10/01/2015      EXP DATE: 10/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Incident	\$10,000,000
	Policy Aggregate	\$10,000,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/29/2019
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**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 have ADDITIONAL INSURED provisions or 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> MCGRIFF, SEIBELS & WILLIAMS, INC. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 404 497-7500      FAX (A/C, No): E-MAIL ADDRESS:  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center; border-bottom: 1px solid black;">NAIC #</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A :Lloyd's of London</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F :</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Lloyd's of London		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :Lloyd's of London															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**INSURED**  
 The GEO Group Inc and All Subsidiaries including Community Education Centers  
 4955 Technology Way  
 Boca Raton, FL 33431

**COVERAGES**

**CERTIFICATE NUMBER:**B8JLZZ22

**REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Coverage			B0146CYUSA1900676	02/27/2019	02/27/2020	Per Claim/Aggregate \$ 10,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance

**CERTIFICATE HOLDER**

**CANCELLATION**

The City and County of Denver; Department of Safety 303 West Colfax Avenue; Suite 1700 Denver, CO 80204-0000	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 <div style="text-align: right; margin-top: 20px;"> </div>
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