SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **REGENTS OF THE UNIVERSITY OF COLORADO**, whose address is 1800 Grant St. Denver, Colorado 80203 (the "Contractor"), jointly ("the Parties").

RECITALS:

A. The Parties entered into an Agreement dated January 28, 2021 and an Amendatory Agreement dated December 30, 2022 (the "Agreement") to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Statement of Work, to the City's satisfaction.

B. The Parties wish to amend the Agreement to update paragraph 2-Services to be Performed, extend the term, amend the scope of work, update paragraph 4 – Compensation and Payment, update paragraph 19- No Employment of Illegal Aliens to Perform Work Under the Agreement, and update paragraph 22-No Discrimination in Employment.

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

1. Section 2.3 of the Agreement subsumed under the heading "**SERVICES TO BE PERFORMED**" is hereby deleted in its entirety and replaced with:

"**2.3 Reserved.**"

2. Section 2.4 of the Agreement subsumed under the heading "**SERVICES TO BE PERFORMED**" is hereby deleted in its entirety and replaced with:

"**2.4 Reserved.**"

3. Section 3 of the Agreement entitled "**TERM**" is hereby deleted in its entirety and replaced with:

"**3**. **TERM:** The Agreement will commence on January 1, 2021, and will expire, unless sooner terminated, on December 31, 2025.

4. Section 4 of the Agreement entitled "**COMPENSATION AND PAYMENT**" Sub-section 4.2 entitled "**Reimbursable Expenses**" is hereby deleted in its entirety and replaced with:

"**4.2 Reserved**."

5. Section 19 of the Agreement entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**" is hereby deleted in its entirety and replaced with:

"**19. Reserved**."

6. Section 22 of the Agreement entitled "**NO DISCRIMINATION IN EMPLOYMENT**" is hereby deleted in its entirety and replaced with:

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

7. All references to "Exhibit B" in the Agreement shall be amended to read: "Exhibit B, and B-1" as applicable. The scope of work marked as Exhibit B-1 attached to this Amendatory Agreement is hereby incorporated by reference.

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: SAFTY-202371090-02/ Parent: SAFTY-202056981-02
Contractor Name: REGENTS OF UNIVERSITY OF COLORADO

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: SAFTY-202371090-00/ Parent: SAFTY-202056981-02
Contractor Name: REGENTS OF UNIVERSITY OF COLORADO

By: Liz Causey 11/21/23

Name: Liz Causey
(please print)

Title: Manager of Contracts
(please print)

EXHIBIT B-1
Addiction Research and Treatment Services
Non-Residential Scope of Work

A. Overview

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

1. Oversight
    a. Standards for the operation of a community corrections program can be found in the Colorado Community Corrections Standards (*CCCS*), Colorado Department of Public Safety, Division of Criminal Justice (most current version.). The TC provider must, at minimum, conform to all applicable *Standards* in that publication or any revised version. The standards and regulations set out in the *CCCS* are incorporated into this document and become terms of this scope of work. Copies of the *CCCS* are available from the Division of Criminal Justice (DCJ) at https://dcj.colorado.gov/colorado-community-corrections-standards-statutes
    b. Regulations for licensed substance use disorder treatment programs can be found in the *Code of Colorado Regulations - CDHS/BHA Behavioral Health Rules and Regulations, Colorado Department of Human Services, Behavioral Health Administration (most current version)*.

B. Client Populations Served / Admission Criteria

1. The risk principle states that the level of service should match a client's risk of reoffending. These individuals will have initially been screened by the Standardized Offender Assessment – Revised (SOA-R) and assessed at Level 4D (Therapeutic Community) by a referring criminal justice agency or by provider intake staff upon their original admission to the TC. Referrals from probation may be assessed at Level 6 (Therapeutic Community) using the Standardized Offender Assessment. Clients will have initially met American Society of Addiction Medicine (ASAM) level III.5 criteria.

C. Referral, Acceptance, and Denial (General Provisions)

1. Due to the outpatient component being a progression from residential care, only clients who successfully complete the residential TC will continue with aftercare treatment services through outpatient treatment services. Clients who do not complete residential treatment will be referred to other treatment services.

D. Services

1. Assessments
    a. The provider shall consider referral agency information, interviews, prior treatment histories, any manifestations of drug or alcohol problems or use, observations and ongoing interaction throughout the program period, results of screening and assessment tools, authorized by the State of Colorado pursuant to

CRS 16-11.5-102. Written criteria and procedures for all treatment components must be applied.

i. Risk/Need Assessment: In cases where a current and complete SOA-R battery is not made available by a referral agency, the provider shall administer the SOA-R within ten (10) business days of admission and shall be completed in accordance with *CCCS*. The Level of Supervision Inventory shall be updated at a minimum of every 6 months in accordance with *CCCS*.

ii. Clinical assessments shall be completed within seven (7) business days of client's admission. Assessment shall continue throughout the course of treatment and shall be reviewed and updated at a minimum of every six months.

iii. Mental Health Screening as a Responsivity Factor to Risk Reduction: The provider shall screen all referrals for risk of mental illness using the Colorado Criminal Justice Mental Health Screen – Adult (CCJMHS-A). The provider shall refer clients for mental health evaluations accordingly. The provider shall make individualized determinations regarding the extent to which the program can effectively address any present needs for mental health services using available programming and local resources. The provider shall administer the CCJMHS-A within ten (10) business days of admission and a referral shall occur in accordance with *CCCS*.

iv. Crisis Intervention: The provider shall have policies and procedures to refer clients as necessary to psychiatric consultation and intervention.

2. Individualized Treatment Planning (*For purposes of clarification, the terms, "case plan", "service plan," and "treatment plan" are generally considered to be describing the same document.)*

   a. An initial treatment plan shall be developed per BHA Standards.

      i. Staff, in conjunction with the client, shall develop an individualized treatment plan that establishes treatment goals and objectives during the foreseeable transition or rehabilitation period. Due to the clinical nature of the program, the plans may be long-term plans if there are targeted expected dates of completion.

      ii. Given that treatment plans must adhere to both clinical and CCCS standards, treatment plans should be developed within ten (10) business days after assessment and follow all BHA "Service Planning Requirements." Treatment plans shall include goals based on current screening and assessment, gender responsive issues and substance use disorder needs. These plans will address responsivity factors, engaging clients in community support, and addressing actuarially assessed criminogenic risk factors per *CCCS*.

3. Treatment Plan Reviews and Updates

   a. Treatment Plan reviews shall be reviewed and updated at a minimum of every 6 months and in accordance with BHA Standards. More frequent reviews can occur should a significant change in client's functioning take place. Outpatient and Non-Residential will document at least monthly the client's engagement in treatment, attendance in services, and progress toward current goals. Outpatient clients will move through a phase system. Phase work can be described as a blend of

therapeutic work/tasks, community involvement, core security compliance, and the demonstration of financial stability. Clients who are still serving a sentence past completion of graduate phase (or administrative level 7) will move to Postgraduate phase (administrative level 8) which can last until sentence completion.

4. Individual Counseling
    a. Individual counseling sessions may only be provided by a CAS or above, master's level clinician, or licensed clinician. Counselors will meet with their clients per frequency levels based on the client's phase per *CCCS* standards related to IMPACT Sessions. Graduate phase clients will be seen twice per month, and Post Graduate phase clients will be seen once per month. Individual counseling dosage may increase based on client request, need, and/or counselor judgement when clinically warranted. This will be documented and updated in the clinical assessments and treatment plan.
5. Curricula/Group Counseling
    a. Curricula shall include that which is cognitive-behavioral, evidence-based or considered a promising practice and that which is responsive to the unique factors of the population (e.g. process groups, gender responsive treatment and trauma informed care). Curricula shall address both substance use and criminal conduct in an integrated and balanced manner.

       The provider shall incorporate the evidence-based Principles of Effective Intervention (National Institute of Corrections) into the programming. This is to include, at a minimum, assessing risks and needs; targeting interventions; motivational enhancement, directed skill practice, increasing positive reinforcement, and engaging pro-social community support into the group and individual therapy components of the program. Clinicians should incorporate formal and structured motivational enhancement techniques into group facilitation and settings and in individual therapy. Group counseling will be provided by *BHA 21.210.1 Agency Staff Qualification and Training*.
6. Behavioral Interventions
    a. Behavior Specific Assignments: As needed, clients are addressed on behaviors or rule violations within 24 hours. These assignments/interventions are facilitated by staff. The behavior is documented, clinical justification is given for the assignment, and tasks are assigned to the client so that they can learn new coping strategies or skills, change negative thinking practices, and process why the behavior affects their recovery and others around them. Client's behavioral assignments are placed in the client's chart. Behavioral specific assignments may incorporate client feedback and are approved by staff.
7. Psychoeducational
    a. Clients may engage in psychoeducational groups provided either by a staff member or an outside agency. These groups can be completed by non-clinical, qualified staff or agencies.
8. Structured Family/Community Engagement
    a. When clinically indicated, clients may participate in groups or meetings with family members.

b. Community Engagement is an important aspect of treatment and clients are encouraged to participate in community give back and volunteer projects. As a part of community engagement, clients will be required to attend outside support groups such as NA, AA, CA, etc. and find a sponsor.

E. Clinical Notes/Documentation
1. The provider shall document each client's treatment related activities as they occur which will be documented within 7 business days via group note format, individual note format, and treatment plan reviews, and will be located in the client's electronic health record.
2. The program will follow all BHA and agency standards related to treatment progress documentation. Documentation shall include:
   a. Date treatment activity occurred, type of activity, duration, mode of contact, primary problem area/criminogenic need addressed, data of session, client's affect and mood, level of participation and interaction, clinical impression of session, and a plan.
   b. Treatment notes are entered into the electronic health record and are to be signed and dated by the author at the time they were written with at least first initial, last name, degree, and/or professional credentials.

F. Dosage
1. All outpatient/non- residential clients are required to attend a dosing schedule dictated by their current phase and must align with *CCCS* Standards which changes and decreases in intensity as clients succeed and progress in the program. Individual sessions will be at least 30 minutes in length. All therapeutic groups will be at least 1.5 hours in length.
2. Additional treatment: May occur through didactic or educational services, self-help groups, life skills, structured recreation facilitated by a qualified volunteer or staff, behavioral interventions, or other supportive services to meet the high needs of the clients.
3. Current phase requirements dictate the following dosing related to group therapy: Phase A clients attend two therapy groups per week; Phase B clients also attend two therapy groups per week; Graduate phase clients attend one therapy group per month and one outpatient activity per month. Nonresidential or Post Graduate clients have no group requirements. All outpatient therapy groups will run a minimum of 1.5 hours in length and be facilitated by *BHA 21.210.1 Agency Staff Qualification and Training*.
4. Group dosing hours may increase based on client request, need, and/or counselor judgement with documented clinical rationale.

G. Level System
1. Phase Commitments
   a. Each phase of treatment has a number of commitments that are clinical in nature to assist clients to create positive pro-social thought patterns and behaviors. Additionally, phase commitments outline privileges and responsibilities that are earned in each phase as well as steps the client must take to complete the phase in order to reach the next level of treatment. These steps may include action items or

assignments that clients must complete in their perspective phase. Clients meet with counselors and will review their progress toward completion of phase commitments. Phase completion dates will be clearly documented and progression will occur when commitments are met.

2. Completion of Individualized Treatment Plan Goals
    a. Clients SOA-R assessments will follow them from residential placement as a continuum of care. These assessments will be used to collaborate on goal statements and an initial treatment plan in accordance with BHA and *CCCS* Standards. Outpatient/non-residential plans are reviewed at a minimum of every six months or at phase change if client remains stable.
    b. Clients in non-residential services work through a series of phases designed to gradually allow them to take ownership of their change processes and transition from professional services to build natural supports.
    c. Clients in non-residential must complete "commitments" (therapeutic tasks), meet counseling dosing requirements for their current phase to advance in phase. Outpatient phases are as follows along with their equivalent monitoring level: Phase A (level 5=Outpatient), Phase B (level 6=Outpatient), Graduate (level 7=Outpatient), and Post Graduate (level 8=Nonresidential).
    d. Clients in Graduate phase (level 7 Outpatient) continue to be seen for all OTC services albeit at a level that is less intensive than earlier phases.
    e. Clients in the post Graduate phase (level 8 Nonresidential) are considered to be in a "monitoring" phase as they work toward completion of sentences. These clients are still considered to be active in the program and remain in good standing via compliance with minimal counseling and continued supervision requirements. Post Graduates can remain in the program indefinitely as they work on completion of all outstanding sentences.
    f. Clients can choose to remain in treatment past completion of all legal mandates. Such clients are able to customize their services with counselor input and are deemed self-pay clients.
    g. Outpatient and Non-Compliance: Clients who are deemed to be out of compliance with program and corrections mandates may be kept at an outpatient level, regressed based on availability at other community corrections programs, or returned to custody based on assessment and collaboration with probation or parole officer. (Refer to Discharge Criteria section 4. i.
3. Follow-Up Referral Services
    a. Clients who have completed their sentence and choose not to continue with outpatient treatment/non-residential services will be referred to outpatient treatment options within the community where they will be residing. Staff will assist with the continuing care process to include, but not limited to scheduling the intake with another provider to assure that gaps in services do not occur. Staff will assist the client in developing a plan to address housing, parenting needs, and employment needs if applicable.
4. Discharges
    a. Discharge Criteria: The provider shall develop and utilize discharge criteria that are consistent with current BHA Rules. Provider shall have measurable criteria to support discharge to a different level of treatment and/or supervision. Discharge

criteria shall be applied consistently for all clients, and support services for continuing care should be developed in accordance with BHA Rules as well as individual client needs.

b. Discharge Summary: The provider shall create a discharge summary (for both successful and unsuccessful terminations) that includes a review of the treatment plan, objectives, and progress demonstrated by the client. The summary shall also describe the reason for termination and recommendations for continued supervision and aftercare treatment by the referring agency.

H. Supervision and Monitoring

1. Substance Use Testing
   a. 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 as specified in *CCCS*. Interim urinalysis testing shall be completed in accordance with *CCCS*.
2. Home Visit
   a. The program will have policies and procedures outlining transitional housing. These policies at a minimum will address:
      - Who is eligible
      - How long clients may reside
      - Expected behaviors of clients while in housing
      - Program staff monitoring of housing
   b. Initial home visit required prior to moving to independent living.
   c. Transitional Living House Protocols: Outpatient clients who are living in the facility will be subject to the following processes in lieu of residence checks. Staff will conduct a bi-monthly house meeting and facility inspection. Staff will use the house meeting to discuss client compliance with house rules, to make sure that essential chores are taking place, and to resolve any minor issues between house mates. Staff will also complete visual room inspections to assess for compliance with cleanliness standards and to screen for contraband. Staff shall remove any contraband found and report any and all infractions to OTC program coordinator. Staff shall document both client attendance at house meetings and compliance with transitional house rules. Residence checks shall be documented according to policy. All clients moving out of the transitional housing facility for independent living will be subject to the CS-044 Standard related to Residence checks.
3. General Staff Selection Criteria and Program Staffing
   a. Qualifications referred to in this section, including education, professional credentials, training and supervision, and work experience shall be in accordance with Addiction Counselor Certification and Licensure Standards of the *BHA Rules and Regulations*.
   b. Staff Role Clarification: All staff interacting with clients shall be trained in security functions to meet *CCCS*.
   c. Staff shall be formally trained and have competency in program curricula and structured interventions used. Training for specific interventions and curricula should be formalized and structured training provided by an original or

formally authorized source. Clinical staff shall be trained and have competency in all manualized and structured curricula, cognitive-behavioral therapy, risk/needs/responsivity and motivational techniques per their assigned duties.

d. Non-Clinical Staff:
    i. Primarily provide supportive services to clinical staff and milieu monitoring and management. Their primary duties include *CCCS* Client Supervision.

4. Documentation of training records shall be subject to audit/review and shall be maintained in personnel files. Staff training shall be consistent with the requirements of relevant provisions of the *CCCS*.
5. Staff Development and Quality Assurance:
    a. Program Specific Training:
        i. Program staff shall be trained per the assigned clinical function and will be trained in TC techniques and in accordance with *CCCS*.
        ii. Clinical staff shall be trained per the assigned clinical function and will be trained in TC techniques, BHA required trainings, screening and assessments when appropriate per job function, and motivational interviewing techniques.
        iii. Documentation of training records shall be subject to audit/review and shall be maintained in personnel files. All on-going staff training shall be in accordance with CCCS and BHA standards.
    b. Clinical Supervision: The provider shall be responsible for documenting compliance with clinical supervision and/or consultation of all clinical staff as required and defined by BHA standards.
    c. Coaching and Fidelity: Shall align with CCCS and shall be inclusive of TC practices.