

### THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **TRIBE RECOVERY HOMES, INC.**, a Colorado non-profit corporation, located at 1178 Mariposa St Denver, Colorado, 80204 (the “Contractor”), jointly (“the Parties”).

#### RECITALS:

**A.** The Parties entered into an Agreement dated September 28, 2022, an Amendatory Agreement dated July 14, 2023, and a Second Amendatory Agreement dated August 8, 2024 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and amend the scope of work.

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

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

“**2. TERM:** The Agreement will commence on **July 1, 2022** and will expire on **September 30, 2026** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 5 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section A entitled “**Fee**” is hereby deleted in its entirety and replaced with:

“**A. Fee:** The City shall pay, and the Contractor shall accept as the sole compensation for Services rendered, performance measures achieved, and costs incurred under the Agreement, the amount **EIGHT HUNDRED SEVENTEEN THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS AND NINETY-SIX CENTS (\$817,253.96)**. Amounts billed may not exceed the foregoing amount.”

3. Section 5 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section E. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“E. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED SEVENTEEN THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS AND NINETY-SIX CENTS (\$817,253.96)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-3**. Any services performed beyond those in Exhibit A-3 are performed at Contractor’s risk and without authorization under the Agreement.”

4. **Exhibit A-2** is hereby deleted in its entirety and replaced with **Exhibit A-3 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A are changed to Exhibit A-3.

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

6. 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:**  
**Contractor Name:**

SHERF-202580224-03/ Parent: SHERF-202263684-03  
TRIBE RECOVERY HOMES, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

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**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

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By:

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

SHERF-202580224-03/ Parent: SHERF-202263684-03  
TRIBE RECOVERY HOMES, INC.

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

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

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

ATTEST: [if required]

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

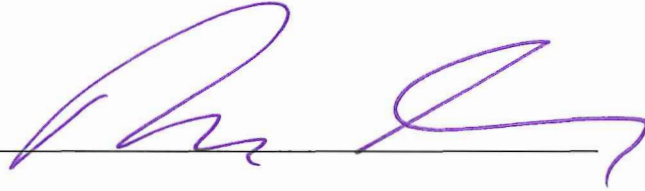
Name: \_\_\_\_\_  
(please print)

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

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

SHERF-202580224-03/ Parent: SHERF-202263684-03  
TRIBE RECOVERY HOMES, INC.

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



Name: \_\_\_\_\_

*Daniel Singer*  
(please print)

Title: \_\_\_\_\_

*Senior Executive*  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_

(please print)

Title: \_\_\_\_\_

(please print)

## **EXHIBIT A-3**

### **SCOPE & BUDGET**

Denver Sheriff Department Programs Team seeks to fund a community-based provider to contract during FY26 to address an existing gap in resources for individuals released outside of normal business hours, and when established resources and services are not available. This partnership will aim to ensure warm handoffs occur to reduce recidivism rates and support continued access to services that will help address identified criminogenic needs once individuals are re-entering the community.

#### **I. Funding Amount:**

The Programs Team will fund the vendor in the amount of \$190,000.00 that will include the budget line items outlined below and will not exceed the amount listed. Funding will come from the following funding stream.

##### **1. Colorado Correctional Treatment Board: \$190,000.00**

#### **II. Overview of Programming:**

The vendor will provide on demand navigation assistance and allow community-based navigators to provide recovery support services and immediate intervention centered around housing, transportation assistance and connections to providers that will be able to provide access to services/resources to individuals re-entering the community to address criminogenic needs.

The vendor will provide enhanced and direct connections for individuals who are being released outside of normal business hours. The expectation is that the initial community navigation support will lead to increased attendance and engagement with supportive services that will ultimately contribute to individual success, as well as positively impacting community safety. Staff will also provide on-call coverage during release times outside of standard business hours, including weekends, holidays, and after hours, once staff are no longer on site at the Downtown Detention Center.

##### **1. The vendor will implement the following two-tiered approach:**

- **Tier-1:** First 24-48 hours: Identifying and addressing emergency and safety needs, along with beginning to build a supportive relationship.
- **Tier-2:** 3-7 days: Working closely with the individual, the navigator, community supervision agent (if applicable), and community organizations to assess, evaluate, and connect the individual into services and resources through a collaborative effort. Through this collective approach, the primary focus of the navigator will be supporting and assisting the individual in addressing substance misuse and mental wellness.

### **III. Requirements:**

1. Provide comprehensive and wrap-around recovery support services to identified individuals immediately upon release. The provider must identify the unique needs of each individual and focus involvement with community organizations available to provide support for these unique needs.
2. Within one hour in person or by phone, the releasing individual will be provided access to community-based navigation services during high-risk release times. These times are generally defined as releases over the weekend/holidays and on regular business days between the hours of 4 p.m.– 12 a.m. (8-hours) Sunday – Thursday and 5 p.m. – 1a.m. during Friday, Saturday, and holidays when government and criminal justice professionals are not available to safety plan and/or directly connect clients to community resources.
3. Holiday coverage will include all eleven City and County of Denver city holidays including New Year's, Martin Luther King, Presidents Day, Cesar Chavez, Memorial Day, June Tenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
4. Agency will provide over the phone on-call coverage for COJL and DDC facility releases and during the hours of 12:00 a.m. – 8 a.m. Sunday – Thursday, and 1 a.m. – 5 p.m. Thursday – Saturday.
5. Additional connection points will be established within 3-7 days to potentially include (based on individual need and supervision status at release) probation services, community connections, public defenders, parole, problem solving courts, and diversion services, along with community organizations.
6. The vendor will work closely with the DSD Programs staff to establish staffing schedules based on release patterns and programming needs. Vendor staff members will provide immediate notification to DSD Programs staff of coverage gaps and provide a monthly schedule with identified coverage that should be submitted a week before the start of the next month via the general programs email.
  - For unforeseen time off such as for sick and/or emergencies, an email with notification will be sent to the following emails:
    - Programs Team: [dsdprograms@denvergov.org](mailto:dsdprograms@denvergov.org)
    - CRT: [dsd\\_crt@denvergov.org](mailto:dsd_crt@denvergov.org)
    - Other emails as identified by Programs Team.
7. Provide supportive services and continuity of care for clients being released from custody, including documenting specific service delivery throughout the entire 7 days through a report focusing on services provided each step of the 7-day journey.
8. A target number of approximately 1460 individuals to be served throughout the duration of the project.

### **IV. Referral Process:**

The agency will work closely with DSD Programs Team staff to develop a streamlined referral process that will result in an increased number of people served for those releasing from DSD custody and in supports of mayoral and department efforts such as Roads to Recovery and Project SAFE.

## **V. Service & Data Tracking:**

1. Work closely with the DSD Programs team and Performance Management and Strategy Development Team (PMAS) Teams to collect and analyze program data. Data will be reviewed throughout the course of the project to monitor budget expenditures and identify primary client needs. This information will be utilized to develop community partnerships and resources to ensure the project can adequately meet the needs of clients.
2. The agency will be responsible for training their staff on how to access and utilize the RAD Contact Data Tracking sheet, as well as providing notification to DSD staff when new staff need to be given access and or removed.
3. The agency will work close to the Programs Team to streamline data collection efforts and will be a priority for this partnership.

## **VI. Budget:**

1. DSD is to be invoiced by the 5<sup>th</sup> of the following month for budget line items outlined above only. Supporting documentation should be submitted along with the invoice, and the agency is to be response to requests from DSD staff for additional information if needed.
2. Line-item budget deviations under 25% are allowed without prior approval. The overall budget must not exceed the total approved amounts. Any spending outside of the approved budget lines, or creation of new budget lines, will require prior approval.
3. One-time retention payments may be utilized for staff that have remained employed by the vendor for 6 months or longer when vacancy savings exist within the personnel budget but may not exceed overall contract amount.
4. Meet with DSD Programs staff bi-monthly and /or as scheduled to discuss programmatic progress and support the teams' efforts to increase referral processes and process improvement efforts.
5. The agency will fund the salary for the following positions who will perform the duties identified. If at any point, these positions become vacant, notification is to be made to the DSD Programs Team staff.

- Position title and employee name: Community Navigator
  - 100% of salary FT: Total \$50,000.00 monthly amount \$4,166.67
  - 100% of fringe: Total \$12,500.00 monthly amount \$1,041.67
  - Duties: Connect with releases to offer supportive services including, but not limited to, emergency shelter, food, and referrals to Tribe and/or one of the many community partners.
- Position title and employee name: Community Navigator
  - 100% of salary FT: Total \$50,000.00 monthly amount \$4,166.67
  - 100% of fringe: Total \$12,500.00 monthly amount \$1,041.67
  - Duties: Connect with releases to offer supportive services

including, but not limited to, emergency shelter, food, and referrals to Tribe and/or one of the many community partners.

- Position title and employee name: Community Navigator
  - 100% of salary FT: Total \$50,000.00 monthly amount \$4,166.67
  - 100% of fringe: Total \$12,500.00 monthly amount \$1,041.67
  - Duties: Connect with releases to offer supportive services including referrals to Tribe and/or one of the many community partners. Will conduct “Follow-ups” to help keep client engaged.

25' 26 ' Fiscal Year Budget			
Salary & Fringe			
Staff Member	Salary	Fringe	Total
x3 Community-Based Navigators	\$150,000	\$37,500	\$ 187,500
Supplies			
			\$3,500
Indirect (10%)			\$19,100
			<b>Total: \$210,100</b>