

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.**, a Delaware corporation, having its principal office at 621 NW 53rd Street, Suite 700, Boca Raton, Florida 338487 and local office at 1763 Williams Street, Denver, Colorado 80218 ("Contractor").

RECITALS

WHEREAS, the City is desirous of securing certain services from the Contractor pursuant to the fiscal year 2018/2019 contract between the City and the Colorado Department of Public Safety, Division of Criminal Justice, and fiscal year 2018/2019 contracts between the City and the Colorado Department of Corrections, 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:

SERVICES TO BE PROVIDED:

The Contractor shall, in a lawful, satisfactory and proper manner, and in accordance with the written policies, procedures and requirements as may from time to time be prescribed by the Board, provide services and comply with requirements hereunder:

- A.** The Contractor shall submit an annual description of services, by September 1, 2018 to reach compliance with the Colorado Community Corrections Standards for the provision of services to 1) offenders referred by the Department of Corrections (DOC), 2) offenders sentenced and referred by State Judicial Branch (SBJ), 3) offenders referred by the State Board of Parole, or 4) offenders referred by the SJB pursuant to Section 19-2-907(1)(b), Section 19-2-908, and Section 19-2-910, C.R.S. as amended.
- B.** Contractor shall comply with all aspects of the Statement of Work and the Basic Operational Requirements of Community Corrections Providers attached hereto and

incorporated herein by this reference as **Exhibits B and C**.

C. The following terms, provisions, rules and procedures:

1. Meet, maintain and comply with all applicable rules and regulations, policies, procedures, standards and guidelines as are adopted by the Denver Department of Safety and/or the Denver Community Corrections Board, including the Colorado Community Corrections Standards, and the *Facility Payment Funding Plan* as amended for FY 2018/2019; and meet, maintain, comply with and perform with the scopes of work as set forth in the Response to Request for Proposal (“RFP”) DCJRFPI 707CBTPILOT for Cognitive-Behavioral Therapeutic (CBT) Pilot Program in Community Corrections, submitted on July 25, 2017, and the Cognitive-Behavioral Therapeutic Pilot Program Master Contract between The City and County of Denver and the State of Colorado Department of Public Safety attached hereto and incorporated herein by this reference as **Exhibit E**.
2. Pursuant to the rules, policies, procedures, standards and guidelines adopted by the said Department and/or Board, review Clients referred by the Second Judicial District Court Judges or the Colorado Department of Corrections, as appropriate, and accept or reject said Clients for the delivery of community correctional services at a time mutually agreeable to the parties, and at such a place as may be designated by the said Department and Board.
3. The Contractor shall develop and maintain, in conjunction with the City, an Emergency Disaster Management Plan (EDMP) that provides contingency response in the event of a disaster or other emergency for all residential and non-residential offenders. The EDMP shall include a specific plan for registered sex offenders consistent with conditions of sex offender supervision and registration requirements. The EDMP shall provide a plan for transportation, housing and supervision of offenders in the event of fire, flood, weather event, mandatory evacuation or other man-made or natural disaster(s).
4. Maintain individual files for each Client participating in the Contractor's program as required by DOC/SJD. The individual files shall be maintained in a secure area, in a locked file cabinet or safe. Such files and criminal history records shall be maintained and disseminated pursuant to Sections 24-72-201 through 205, CRS, and Sections 24-72-301 through 308, CRS; and in compliance with Title 28 of the Code of Federal Regulations.
5. Provide such reports as are, or may be required by the City during the period of this Agreement.
6. Make its files available for review and inspection by the City or the Division of Criminal Justice, to assure that the Contractor is providing the

services required by this Agreement. Contractor must submit a written corrective action plan to the City within timeframes established. Contractor must further address any identified deficiencies within timeframes established by the City.

7. Refrain from terminating any Client's participation in the Contractor's program without notifying the supervising probation officer or parole agent and making appropriate arrangements for transportation.
8. Provide to the Denver District Court Probation Department or the Colorado Department of Corrections, as appropriate, notification of any unauthorized Client absence from the residential facility, place of employment or schooling or scheduled location away from Contractor control.

At a minimum of no more than two (2) hours after the discovery of an unauthorized absence of a Client, Contractor shall notify the appropriate supervisory agency, and as required, local law enforcement agencies. Within one (1) business day after the above notification, the Contractor will provide a subsequent written notification to the Denver District Court Probation Department or the Colorado Department of Corrections, as appropriate, about the occurrence of the unauthorized Client absence which will include Client name, name of Contractor personnel observing the absence, the time the absence was discovered and the subsequent status of the Client. The Contractor will be compensated at the full rate for the day on which the Client escapes.

9. Submit vouchers to the City for services provided on such forms and in such manner as the City may require.
10. Obtain prior written approval from the City before providing any additional services or evaluations not included within this Agreement.
11. Allow the City to inspect the facilities and services provided by the Contractor to observe the conditions under which the Clients are housed and treated.
12. Provide documentation of each Client's physical presence daily while signed into the facility. Such documentation shall provide Client name, date and time of physical observation attempt, signature of Contractor personnel providing the physical verification, and the designation of Client's status.
13. Provide for emergency medical services for all Clients in the program and immediately notify the supervising probation officer or parole agent if an emergency has arisen.
14. Provide documentation of each Client's physical presence at place of

employment, education/training site, or other locations of Client activity away from residential facility (e.g., medical appointments, therapy session, etc.). Client's off site location shall be randomly monitored at least once in each calendar week, exclusive of job search and furlough monitoring. The Client's off-site location shall be monitored with at least two (2) work and two (2) pass verifications each month.

Such documentation will provide Client's name, date and time of personal contact with the Client, signature of Contractor personnel initiating the contact, and the designation of Client status.

15. Inform the City of action taken on all initial referrals.
16. Provide information upon request of the supervising probation officer or parole agent regarding the activities and adjustment of individual referrals.
17. Collect, maintain and make available to the City ongoing data regarding Client's employment, alcohol abuse, drug abuse, psychological problems and treatment, vocational or academic education needs and services, re-arrest or other criminal activity and restitution, pursuant to addressing the goals of the program.
18. Pursuant to the goals of the Denver Community Corrections program, the Contractor shall develop, in consultation with the City, information for evaluation and measurement of program effectiveness and ensuring effective management of resources. The Contractor shall develop knowledge and expertise regarding the eight guiding principles for reducing risk and recidivism set forth by the National Institute of Corrections ("NIC"). Contractor agrees to provide adequate training for its staff and make efforts towards implementation and sustainability of NIC principles in its daily operations with Clients.
 - a. The Contractor shall provide a written description, by September 1, 2018, of specific evidence based programming and processes implemented during FY2018/2019. The written description shall include at a minimum; 1) trainings completed with program staff, 2) steps taken to date to implement Cognitive Behavioral Therapy Curriculum, 3) Internal processes established to ensure fidelity to offender assessments and treatment matching, and 4) any other programs or initiatives implemented or explored that incorporate the eight guiding principles for reducing risk and recidivism.
 - b. The Contractor shall provide a research based Cognitive Behavioral Intervention/Treatment curriculum to targeted offenders of the facility. The Contractor shall have fidelity measures in place to ensure that the curriculum they are providing

aligns with a research based model.

19. The Contractor shall provide a written annual plan outlining use and distribution of allocated Correctional Treatment funds for FY2018/2019.
20. Insure that authorized Client leaves or absences from project facilities over seventy-two (72) hours will only occur after notification and approval of the supervising probation officer or Colorado Department of Corrections agent.
21. Verify and document by Contractor personnel the location and Client presence at destination areas for Clients on leave or furlough from Contractor supervision, identifying time, date and project person making the verification.
22. Document in writing all court ordered actions (e.g., restitution) treatments or services provided within the Contractor's service delivery capability or through Contractor referral services, identifying Client attendance or compliance, the time and date of the action and the name of the witnessing Contractor person.
23. Provide a written report about Client progress to the District Court Probation Department or the Colorado Department of Corrections personnel, as appropriate, two (2) weeks prior to the scheduled termination of a Client. This report will be a summary of the Client's community corrections experience and will include such information as deemed necessary by the Client placing agency. In the event of an unscheduled termination, the Client progress report will be provided within one (1) week after the termination. The progress report shall include:
 - a. Client name;
 - b. Referring judge;
 - c. Period of placement;
 - d. Actual termination date;
 - e. Reason for termination;
 - f. Chronological listing of employment or schooling (training) attended with outcome comments for each entry;
 - g. Chronological listing of rules infractions with action taken on each infraction;
 - h. Summary of income earned, taxes paid, family support, personal

subsistence and restitution paid;

- i. Chronological listing of services or treatment provided, duration of service and outcome comments;
 - j. Designation of location of residence after release from Community Corrections.
24. Provide access for inspection and allow the agents of the Division of Criminal Justice, State Department of Corrections, State Judicial Department, State Health Department and the City to inspect with or without notice, the facilities and services provided by the Contractor to determine the conditions under which the Clients are housed and treated.
 25. Perform periodic and unscheduled chemical tests to determine the use of drugs by Clients in the Contractor's residential facility, if any such facilities are maintained by the Contractor. Records and results of each test shall be included in the Client's case file.
 26. Within two (2) hours, notify the supervising probation officer or correctional agent and the Board if the Contractor knows a Client has been arrested by or is in custody of federal, state or local police or law enforcement authority. The Contractor will be compensated at the full rate for the day on which the Client is arrested or taken into custody.
 27. Keep all records of Clients' confidential and ensure that they are not subjected to public disclosure to the extent provided by law.
 28. Provide twenty-four (24) hour-a-day, seven (7) days-a-week awake staff supervision of the Clients assigned to the facility consistent with the City's ordinance and standards promulgated by the Colorado Division of Criminal Justice.
 29. The Contractor will ensure a minimum of two security staff are present and security functions are the primary duty, regardless of facility size/capacity. Each facility with zoned capacity of 90 offenders or more 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.

The Contractor's staffing will generally conform to its Response to the RFP reference in 1.B.I. above. Contractor, in consultation with the City and State, shall also assess and evaluate staffing in relation to program needs and modify staffing to meet those needs, which may include increase of staff during the contract period to provide effective supervision and service delivery.

30. Maintain an accurate fiscal accounting of all Clients assigned to the facility or otherwise participating in the Contractor's community corrections program including, but not limited to: gross earning, net earning, federal, state and local taxes paid, amount of restitution agreed to and paid, savings account, subsistence charged and collected, court ordered child support, and any other outstanding financial obligation.
31. The Contractor shall make provisions for any offender that enters the program indigent. Contractor will be responsible for ensuring initial public transportation needs are met by developing a strategy to ensure access to public transportation needs are met by developing a strategy to ensure access to transportation for duration of the program.
32. Charge each Client participating in the program a reasonable daily fee on an ability to pay basis. The maximum charge to a Client shall not exceed the maximum set forth by the Colorado Division of Criminal Justice in its contract with the City and County of Denver, through which funds for the Agreement herein are authorized. The Contractor shall submit all billing to the City by no later than the 10th day of the month following the end of the billing period. The Contractor shall not charge any client fees including subsistence while in the Cognitive Behavioral Therapeutic program.
33. Comply with the requirements of C.R.S. § 17-27-101 et. seq., all local health, fire, licensing, building and zoning ordinances and regulations, and the Colorado Community Corrections Standards. Further, the Contractor shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.
34. The Contractor shall comply with all applicable Titles of the Prison Rape Elimination Act of 2003 (PREA). (PREA; Public Law 108-79).
35. The Contractor may receive from, disclose to, or create on behalf of each other certain health or medical information ("protected health information" or "PHI" as defined in 45 C.F.R 164.501) or substance use

records as outlined in 42 C.F.R. part 2 in connection with the performance of this Agreement. Use or disclosure of this PHI or substance use records is subject to protection under state and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), Confidentiality of Substance Use Disorder Patient Records (“Part 2”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “Regulations”). The Contractor specifically agrees to take such action as is necessary to implement the requirements of the Regulations, and other applicable laws relating to the security and confidentiality of PHI and substance use disorder records.

36. Since this Agreement consists of personal services, the rights and duties arising hereunder may not be assigned, delegated, or subcontracted out without the consent of the City. The Contractor shall be bound by the funds provided to the City for the fiscal year governing this Agreement, incurred in the operation of the program.
37. The Contractor shall provide a dietician recommended and approved menu, which shall include a minimum of three meals per day, per client. The Contractor should evaluate additional nutritional requirements in relation to the closed nature and cognitive intensity of the program.

II. TIME OF PERFORMANCE:

The term of this Agreement is understood and agreed to commence **July 1, 2018** and run through **June 30, 2019**.

III. CONDITIONS:

The Contractor shall be subject to and meet the terms and conditions stated and incorporated in this Agreement.

- A. **Establishment and Maintenance of Records:** Records and reports, whether fiscal accounting or expositive, shall be maintained in accordance with the requirements prescribed by the Department in consultation with the Board and required by the City; such records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.
- B. **Documentation of Cost:** All costs hereunder shall be evidenced by vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- C. **Reports and Information:** At such times and in such forms as the City may require in its sole discretion, there shall be furnished to the City such statements,

records, data and information as requested as pertaining to matters covered by this Agreement.

- D. Audits and Inspections:** All fiscal and expositive records and reports associated with this Agreement shall be subject to audit review by the Auditor of the City. Contractor agrees that any duly authorized representative of the City, including the City Auditor or the City Auditor's representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement. Upon request of the City the Contractor will initiate an independent fiscal audit of the services provided for under this Agreement. The official report of said audit shall be delivered to the City within ninety (90) days of its initiation. Costs for such audits requested by the City will be provided totally by the Contractor.
- E. No Discrimination In Employment:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.
- F. Unearned Payments:** Unearned payments under this Agreement may be suspended or terminated upon refusal by the Contractor to accept the terms, conditions and covenants of this Agreement and any additional conditions that may be imposed by the State or the City through laws, ordinances regulations and/or by-laws enacted by the State or City.
- G. Taxes, Permits, and Licenses:** The Contractor agrees to pay promptly all taxes, excises, licenses fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses, municipal, state or federal, required for the conduct of any of its business activities, and further agrees not to permit any of said taxes, excises or license fees to become delinquent nor to allow any of such licenses or permits to lapse or expire or be suspended, revoked or cancelled. The Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of all required licenses and all taxes. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of the City under this Agreement.
- H. No Authority to Bind City on Contracts:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

- I. Venue, Governing Law:** Notwithstanding any other term, condition, or covenant hereof, each and every term, condition, and covenant herein is subject to and shall be construed in accordance with the provisions of applicable federal law, Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such law, together with the Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.
- J. Use, Possession or Sale of Alcohol or Drugs:** The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.
- K. Coordination and Liaison:** The Contractor agrees that during the term of this Agreement it shall fully coordinate all services hereunder with the City, including the Director of Community Corrections or designee (“Director”) or as otherwise directed by the City. The Contractor understands that the Director is the City’s representative under this Agreement through whom contractual services performed under this Agreement shall be coordinated. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the Director shall become the property of the City. The Contractor also agrees to allow the City to review any of the procedures used by it in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder, in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement.
- L. Payment:** The City agrees to pay the Contractor and the Contractor agrees to accept as full and total compensation for the services performed hereunder, an amount of money which shall not exceed **Three Million Seventy Hundred Twenty-Four Thousand Seventeen Dollars and Zero Cents (\$3,724,017.00)** from those monies appropriated for the purposes of this Agreement by the State of Colorado, pursuant to, as appropriate, the State Division of Criminal Justice 2018/2019 Community Corrections Contract with the City and/or the State Department of Corrections 2018/2019 Community Corrections and Adult Parole Contracts 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. The Contractor understands and agrees that compensation under this Agreement, to the extent funded by the State Department of Corrections 2018/2019

Community Corrections and Adult Parole Contract referenced above, incorporates a “menu” basis subject to performance by the Contractor of enumerated tasks for specified fees. It is expressly understood and agreed that the obligation of the City for all or any part of payments provided for herein, whether direct or contingent, shall only extend to the said monies appropriated by the State pursuant to such contracts, actually paid to the City, appropriated for this Agreement by the Denver City Council and encumbered for the purpose of the Agreement. It is expressly understood that the City has no obligation to provide, directly or indirectly, community corrections services in excess of those provided through such State funding. The parties understand that the City reserves the right not to accept supplemental funding from the State pursuant to the said 2018/2019 State contracts and that the amount payable from the State to the City may be adjusted up or down by Allocation Letter or Funding Letter pursuant to **Exhibit A** hereof. 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 under **Exhibit A** hereto, 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 is 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 B-1**, 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:** he 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 CJ, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) Colorado House Bill 18-1128, and (viii) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Contract, if applicable. The Contractor shall submit to the Executive Director, within fifteen (15) days of the Executive Director's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of protected health information to which the Contractor has access, and if applicable, the Contractor shall comply with all requirements contained in the attached exhibits.

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

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

4. **Employees and Subcontractors:** The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.
5. **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without

representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

6. **Contractor's Information:** The parties understand that all the material provided or produced under this Agreement by the Contractor may be subject to the Colorado Open Records Act and/or the Colorado Criminal Justice Records Act, and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its documents which it reasonably believes is proprietary or confidential under such Act(s). In the event that the Contractor fails to take action with respect to such material by seeking and obtaining a protective court order or other informal resolution with the party seeking the information, the City will disclose all such material in compliance with the said Act(s). In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.
- U. **No Construction Against Drafting Party:** Each of the parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions, have been prepared by a particular party.
- V. **Subject to State Contracts:** This Agreement is subject to the terms and conditions of the said Department of Public Safety, Division of Criminal Justice, FY 2018/2019 Community Corrections Contract with the City, and the State Department of Corrections 2018/2019 Community Corrections Contract with the City, as they may be amended or modified by allocation letters or funding letters,

all of which are incorporated herein by reference as **Exhibit A**. The Contractor is advised to carefully review the terms and conditions of such State Contracts.

W. Disputes: All disputes of whatever nature between the City and Contractor regarding this Agreement, including but not limited to disputes involving breach or default of the Agreement, shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code §56-106(b) et seq.. For the purposes of that procedure, the City official referring a final determination shall be the City's Director.

X. Americans With Disabilities Act; Rehabilitation Act: The Contractor shall cause all Community Corrections facilities owned and/or leased by it pursuant to this Agreement to be inspected and analyzed by competent knowledgeable inspection personnel and legal representatives for compliance of such facilities with all applicable titles of the Americans With Disabilities Act (ADA) and, as applicable, the Rehabilitation Act. All operations of the Contractor hereunder shall also be conducted in compliance with the ADA and as applicable, the Rehabilitation Act. The Contractor shall submit documentation as required by the City to demonstrate compliance with these Acts.

Y. Immigration Reform Control Act: The Contractor shall comply with the Immigration Reform Control Act in all hiring practices undertaken pursuant to this Agreement.

Z. Survival of Certain Agreement Provisions: The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

AA. No Employment of Illegal Aliens to Perform Work Under the Agreement.:

1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
2. The Contractor certifies that:
 - a. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - b. It will participate in the E-Verify Program, as defined in § 8-17.5-

101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

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

termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

BB. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

CC. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

DD. CONFLICT OF INTEREST:

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

IV. TERMINATION OF AGREEMENT:

The performance of work under the Agreement may be terminated by the City in accordance with this clause in whole or from time to time in part:

- A.** The City may terminate this Agreement at any time on ten (10) days' notice if the Contractor's services are not being satisfactorily performed in accordance with this Agreement, if the Contractor is in breach or default of the Agreement, or if the program is cancelled. The City may also by written Notice of Default to Contractor terminate the whole or part of this Agreement in the event Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. The City may otherwise terminate the Agreement without cause, for its convenience, upon fifteen (15) days' notice to the Contractor. If the Contractor's services are terminated, it shall be paid only for that portion of terminated services satisfactorily completed in accordance with this Agreement at the end of the period of notice of such action, subject to Subsection B. below.
- B.** After receipt of a Notice of Termination and except as otherwise directed by the City, the Contractor shall:
1. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
 2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of work under the Agreement as is not terminated;
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 4. With the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the Agreement:
 5. Complete performance of any such part of the work as shall not have been terminated by the Notice of Termination; and
 6. Take such actions as may be necessary or as the City may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the Contractor and in which the City has an interest.

V. ADDRESS OF PARTIES:

Address of the parties for the purpose of giving any required notices or reports are as follows:

- A. Denver Department of Safety
Community Corrections Division
303 West Colfax Avenue
Department 1701
Denver, Colorado 80204
Greg Mauro, Director
Phone: 720-913-8250
- B. Community Education Centers, Inc.
621 Northwest 53rd Street
Boca Raton, Florida 33487

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 effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect bind the City. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

VII. LEGAL AUTHORITY:

- A. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.
- B. The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.
- C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

VIII. COUNTERPARTS OF THIS AGREEMENT:

This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

- IX. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(SIGNATURES ON FOLLOWING PAGES)

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: SAFTY-201842073-00

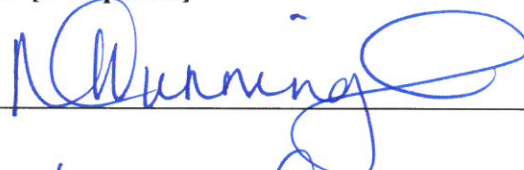
Contractor Name: COMMUNITY EDUCATION CENTERS, INC

By: 

Name: Derrick D. Schofield
(please print)

Title: Executive Vice President
(please print)

ATTEST: [if required]

By: 

Name: Nzarine Cunningham
(please print)

Title: Administrative Assistant
(please print)

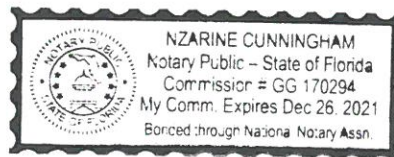


EXHIBIT A

STATE OF COLORADO
Colorado Department of Public Safety
Re-Stated Contract
with
City and County of Denver, a municipal corporation organized pursuant to the
Constitution of the State of Colorado to be administered by the Department of
Safety/Community Corrections Division, a City Agency, hereinafter referred to as
Community Corrections, through the Denver Community Corrections Board,
hereinafter referred to as the Board.

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1. PARTIES

This Contract (hereinafter called "Contract") is entered into by and between **City and County of Denver, a municipal corporation organized pursuant to the Constitution of the State of Colorado to be administered by the Department of Safety/Community Corrections Division a City Agency, hereinafter referred to as Community Corrections, through the Denver Community Corrections Board, hereinafter referred to as**

the Board, 200 West 14th Avenue, Suite 302, Denver, CO 80204 (hereinafter called "Contractor"), and the STATE OF COLORADO acting by and through the Department of Public Safety, for the benefit of the Division of Criminal Justice, Office of Community Corrections (hereinafter called the "State" or "CDPS" or "OCC"). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Contract exists in **Title 17, Article 27, Section 103 and Title 18, Article 1.3, Section 301 C.R.S. as amended** and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

Contract exists so that local corrections boards can subcontract with local facilities for the purpose of rendering residential, non-residential, and specialized services to offenders.

D. References

All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Work described in annual Allocation Option Letters, in form substantially similar to **Exhibit B**.

B. Contract

"Contract" means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

C. Contract Funds

"Contract Funds" means funds available for payment by the State to Contractor pursuant to this Contract.

D. Evaluation

"Evaluation" means the process of examining Contractor's Work and rating it based on criteria established in **§6 and Exhibit "A"**.

E. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

EXHIBIT A - STATEMENT OF WORK

EXHIBIT B - ALLOCATION OPTION LETTER

EXHIBIT C - REALLOCATION OPTION LETTER

EXHIBIT D - RESOLUTION, ORDINANCE OR STATUTE AUTHORIZING THE CONTRACTOR TO ENTER INTO AN AGREEMENT WITH THE STATE TO PROVIDE COMMUNITY CORRECTION SERVICES

EXHIBIT E - COLORADO COMMUNITY CORRECTIONS STANDARDS

EXHIBIT F - COMMUNITY CORRECTIONS MONTH-END EXPENDITURE FORM

EXHIBIT G – COLORADO COMMUNITY CORRECTIONS QUARTERLY ADMINISTRATIVE
EXPENDITURE SUMMARY FORM
EXHIBIT H - THE COMMUNITY CORRECTIONS RISK FACTOR ANALYSIS
EXHIBIT I – BASIC OPERATIONAL REQUIREMENTS OF COMMUNITY CORRECTIONS
PROVIDERS

F. Party or Parties

“Party” means the State or Contractor and “Parties” means both the State and Contractor.

G. Review

“Review” means examining Contractor’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and Exhibit “A”

H. Services

“Services” means the required services to be performed by Contractor pursuant to this Contract.

I. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Contractor to aid in performance of its obligations, and includes “programs and providers” as that term appears in the Contract.

J. Work

“Work” means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract and Exhibit “A”, including the performance of the Services.

K. Work Product

“Work Product” means the tangible or intangible results of Contractor’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

The Parties’ respective performances under this Contract shall commence on the later of either the Effective Date or July 1, 2014. This Contract shall terminate on June 30, 2019 unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Contractor as provided in §16, may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties are negotiating a replacement Contract (and not merely seeking a term extension) at or near the end of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two month extension shall immediately terminate when and if a replacement Contract is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Contractor shall complete the Work and its other obligations as described herein and in Exhibit “A” on or before June 30, 2019. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract.

B. Goods and Services

Contractor shall procure Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor’s or Subcontractors’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

7. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this §7, pay Contractor in the amounts and using the method set forth below:

A. Multi Year Obligations

Prior to the beginning of each fiscal year, the State shall send the Contractor an "Allocation Option Letter", approved by the State Controller or his designee, sample form attached, marked as **Exhibit "B"** and incorporated herein by reference. The Allocation Option Letter shall include the following terms:

- i. Original maximum annual allocations and rates of reimbursement for each category of community corrections funding;
- ii. Applicable fiscal year for the allocation and rates of reimbursement;
- iii. A provision stating that the allocations shall not be valid until approved by the State Controller or his designee;
- iv. Upon proper execution by the State, such Allocation Option Letter shall become a binding modification to this Contract.
- v. The State may allocate more or less Contract Funds available on this Contract using a "Reallocation Option Letter" in form substantially equivalent to **Exhibit "C"** attached and incorporated herein by reference, and bearing the approval of the State Controller or his designee. The Reallocation Option Letter shall not be deemed valid until it has been approved by the State Controller or his designee.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Contract or in **Exhibit "A"** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State. Advance payments shall be authorized through a Fiscal Rule Waiver issued by the State Controller or his designee upon the written request of the CDPS.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein and/or in the Budget.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Contractor shall submit a report to the State upon expiration or sooner termination of this Contract, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in Exhibit "A"

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Colorado Department of Public Safety.

C. Performance Outside the State of Colorado and/or the United States

Contractor shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this §8.C shall constitute a material breach of this Contract.

D. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this §16 may result in the delay of payment of funds and/or termination as provided under this Contract.

E. Subcontracts

Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of seven years after the date this Contract expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of seven years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all

reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform to the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

C. Monitoring

Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

D. Information Provided

The Contractor shall ensure that its Subcontractors provide information upon request from State Department of Corrections ("DOC") and State Judicial Branch ("SJB") officers regarding the activities and adjustment of offenders assigned to their program. The Contractor shall ensure that its Subcontractors collect, maintain and make available to DOC/SJB ongoing data regarding employment, alcohol abuse, drug abuse, psychological programs and treatment, vocational or educational needs and service, re-arrest or other criminal activity, and court imposed fines and restitution and that such Subcontractors make timely entries of such data into the Community Corrections Information and Billing computer system, as the State may require.

E. Financial Audit

The Contractor shall ensure that its Subcontractors provide to the State an independent financial audit report(s) which covers the agency's fiscal year(s) relevant to the contract period. Such materials shall be provided to the State every three years within six (6) months of the end of the fiscal year unless a different schedule is established in writing by mutual agreement of the parties. These requirements may be waived, in writing, all or in part, by the State in its discretion.

F. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Contractor shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

A. Confidentiality

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Notification

Contractor shall notify its agent, employees, Subcontractors and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the

State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance thereof exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

12. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

A. Standard and Manner of Performance

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

B. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

13. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subcontractors that are not "public entities".

B. Contractors - Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

v. Primacy of Coverage

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

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Contractor's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights

of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property.

ii. Payments

The State shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's

action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Contract is terminated by the State pursuant to this §15(B), Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

ii. Withhold Payment

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

iii. Deny Payment

Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

v. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option (a) obtain for the State or Contractor the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

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

B. Contractor:

Name and Title of Person
Department Name
Address 1
Address 2
Town, State Zip
Email

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Public Safety, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

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

F. Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall be conform the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Contract,
- iii. Exhibit A – Statement of Work
- iv. Exhibit B – Allocation Option Letter,
- v. Exhibit C – Reallocation Option Letter,
- vi. Exhibit D – Resolution, ordinance or statute authorizing the Contractor to enter into an agreement with the State to provide community correction services,
- vii. Exhibit E – Colorado Community Corrections Standards,
- viii. Exhibit F – Community Corrections Month-End Expenditure Form,
- ix. Exhibit G – Colorado Community Corrections Administrative Expenditure Summary Form,
- x. Exhibit H - The Community Corrections Risk Factor Analysis.
- xi. Exhibit I – Basic Operational Requirements of Community Corrections Providers.

J. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

K. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

M. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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21. COLORADO SPECIAL PROVISIONS

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

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

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

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the Subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09

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22. SIGNATURE PAGE

Contract Routing Number #68057

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

<p>CONTRACTOR INSERT-Legal Name of Contractor By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO John W. Hickenlooper, Governor 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>LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____</p> <p>Signature -Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

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

STATEMENT OF WORK

I. Responsibilities of the Contractor:

A. Approval. The Contractor shall ensure that the community corrections services are provided through programs approved by the local community corrections board in their jurisdiction and operating pursuant to CRS §17-27-101 *et seq.* and CRS §18-1.3-301, as amended.

B. Subcontract.

- 1) The Contractor may subcontract for community corrections services with any private agency or unit of local government for the purpose of rendering Services to offenders, provided, however, that any Subcontractors shall agree to comply with the terms and provisions of this Contract and all applicable sections of CRS §17-27-101 *et seq.* and CRS §18-1.3-301, as amended. The Contractor shall include all requirements of this Contract in all subcontracts with Subcontractors.
- 2) Contractor shall provide copies of all subcontracts to the State within ninety (90) days following the beginning of the State fiscal year or within ninety (90) days following the addition or replacement of a new Subcontractor. No payment shall be authorized unless the appropriate subcontract has been executed and the Services specified in the approved subcontract have actually been provided.
- 3) Contractor shall be responsible for all Subcontractor performance obligations even if the State is contracting directly with a community corrections program that provides services and supervision for offenders.
- 4) The Colorado Community Corrections Risk Factor Analysis published pursuant to C.R.S. §17-27-108(2)(b)(II)(B) is attached to this contract as Exhibit "H", and is incorporated by reference.
- 5) In each Contract year, the State shall publish and transmit to Contractor the revised Risk Factor Analysis.
- 6) Except as otherwise provided in subsections 7) and 8) below, the Contractor shall not disburse any funds allocated pursuant to this Contract for Services rendered by any community corrections program or provider at any location that has been designated as a "Level 1" program or provider pursuant to the two most recently revised Risk Factor Analysis publications.

- 7) The Contractor may still disburse funds pursuant to this Contract to a "Level 1" program or provider if:
 - (a) the program or provider has been operating at its current location for less than 24 months, or
 - (b) the program or provider has not had at least one full performance audit or at least one follow-up performance audit within the 12 months preceding the publication of the most recently revised Risk Factor Analysis, or
 - (c) the Contractor has the written consent of the State to continue to disburse funds to the "Level 1" program or provider. The Contractor shall be required to show cause that funding the program or provider is in the best interest of the State of Colorado and local community.
- 8) Notwithstanding any other provisions of this Contract, the Contractor shall withhold the disbursement of funds to any new program or provider situated at the same physical location as a "Level 1" program or provider unless and until:
 - (a) the State concurs in writing that the new program or provider is under new ownership or management, and
 - (b) an initial performance audit of the new program or provider by the State demonstrates that such new program or provider is likely to meet or exceed the performance levels necessary for subsequent Risk Factor Analysis designation as a "Level II," "Level III" or "Level IV" program or provider.
- 9) Notwithstanding any other provision of this Contract, the State may, on an emergency basis after appropriate inquiry, designate any program or provider receiving funds pursuant to this Contract ineligible to continue to receive such funds when the State in its sole discretion determines either:
 - (a) that the current operation of the program or provider constitutes an imminent and significant threat to public safety; OR
 - (b) that the program or provider has demonstrated neglect, reckless disregard, or inability to sustain compliance with the Colorado Community Corrections Standards.
- 10) Designation of ineligibility to continue to receive funds pursuant to section 9) above shall be made with the written concurrence of the Executive Director of the Department of Corrections, the Executive Director of the Department of Public Safety and the State Court Administrator, or their designees.

- 11) The designation of ineligibility to receive funds shall continue until the State finds that any imminent and significant threat to public safety has abated and is not likely to recur.
 - 12) The designation of ineligibility to receive funds shall not prohibit payment for Services already rendered as of the date of the designation.
- C. Standards. The Contractor shall ensure that its Subcontractors meet, maintain and comply with all applicable guidelines or standards as provided in CRS §17-27-101 *et seq.*, and Section 18-1.3-301, as amended, and the “Colorado Community Corrections Standards”, as revised or amended, attached hereto and marked as Exhibit “E” and incorporated herein by reference. Non-compliance with such Standards may result in one or more of the following:
- 1) Reduction of Contract Funds as specified in the Allocation Option Letter, through issuance of a Reallocation Option Letter.
 - 2) Implementation of a corrective action plan developed in conjunction with a professional consultant with subject matter expertise in Colorado community corrections. The Contractor and the State must agree on the selection of a consultant. The consultant shall serve at the expense of the program or provider or Contractor.
 - 3) Implementation of an increased staffing pattern that ensures adequate offender supervision and provision of Services.
 - 4) Cessation of offender placements in the program.
 - 5) Execution of a competitive bid process, coordinated with the local community corrections board, to consider alternate program providers.
 - 6) Cancellation of this Contract.
 - 7) Cancellation of the relevant subcontract.
- D. Annual Description of Services. The Contractor shall require its Subcontractors (programs or providers) to submit to it an annual plan to achieve compliance with the Colorado Community Corrections Standards for the provision of Services to 1) offenders referred by the Department of Corrections (DOC), 2) offenders sentenced and referred by State Judicial Branch (SJB), 3) offenders referred by the State Board of Parole, as a Condition of Parole or 4) offenders referred by the SJB pursuant to Section 19-2-907(1)(b), Section 19-2-908, and Section 19-2-910, C.R.S. as amended. The annual plan shall also include the providers’ plan to implement a specific model of programs and practices, the efficacy of which are supported by professional research and evidence, and to maintain fidelity to that model. If the Contractor and the provider are the same entity (i.e. there is no Subcontractor), the annual plan shall be submitted to the State for approval and monitoring.

- E. Conformance with Law: The Contractor and its Subcontractor(s) shall at all times during the term of this Contract adhere to all applicable federal laws, state laws, local laws, health, safety, fire, building, and zoning requirements as they currently exist and may hereafter be amended. Without limitation, these laws and regulations include:
- 1) *Victim Rights Act.* The Contractor shall ensure that its Subcontractors comply with Section 24-4.1-302.5, Section 24-4.1-303 and Section 24-4.1-304 C.R.S., as amended, commonly known as the Victim Rights Act, and enabling legislation.
 - 2) *Americans with Disabilities Act.* The Contractor shall ensure that its Subcontractors comply with all applicable titles of the Americans with Disabilities Act (Public Law 101.336) and submit documentation as required by the State to demonstrate compliance with this Act. The Contractor shall ensure that Subcontractors demonstrate compliance by ensuring that their Services are both architecturally and programmatically accessible
 - 3) *Prison Rape Elimination Act.* The Contractor shall ensure that its Subcontractors comply with community confinement standards of the Prison Rape Elimination Act (United States Department of Justice - DOJ 28 CFR Part 115).
- F. Client Files. The Contractor shall ensure that its Subcontractors maintain individual files for each offender participating in their program as required by DOC/SJB rules and regulations. The individual files shall be maintained in a secure area, in a locked file cabinet or safe. Such files and criminal history records shall be maintained and disseminated pursuant to federal and State regulations.
- G. Reports. The Contractor, and its Subcontractors, shall provide timely, prompt, and accurate reports as are or may be required by the State, DOC or SJB during the term of the Contract, which include but are not limited to statistical reports, caseload data, and required entries into the Community Corrections Information and Billing computer system. Survey Questionnaires and other records documenting the types of Services provided and the identity of the individual offenders receiving such Services. Computerized termination forms and related offender data must be completed by program staff, as prescribed by the State, for each offender served, and shall be completed in accordance with the requirements of the State.
- H. Fugitive Reporting System. Pursuant to CRS §17-27-104(11), the Contractor shall ensure that its Subcontractors will report any apparent escape of any offender funded pursuant to this Contract in the manner prescribed by the State.
- I. Supervision of Offenders. The Contractor shall ensure that its Subcontractors provide 24-hours-a-day, seven-days-a-week staff supervision of the offenders assigned to the residential facility, as specified in the "Colorado Community Corrections Standards".

J. Method of Billing. The Contractor shall bill the State for Services provided in such form and in such manner as the State may require.

- 1) The *billing period* shall include the first day of each month through to the last day of each month.
- 2) The Contractor shall submit invoices to the State no later than the 15th day of the month following the end of each *billing period* or as required in Subsection J(4) below.
- 3) Contractor shall submit invoices through the Community Corrections Information and Billing system or, at the direction of the State, on a Community Corrections Billing form provided to the Contractor by the State for that purpose. The State reserves the right to modify billing procedures.
- 4) The Contractor shall send the Colorado Community Corrections Month-End Expenditure Form, sample form attached hereto and incorporated by reference as Exhibit "D", within thirty (30) days of the end of each month.
- 5) The Contractor shall report the total billable program costs to the State within five (5) days after the end of each fiscal year. The State may require the Contractor to provide an estimate of final year-end expenditures any time within sixty (60) days prior to the end of each fiscal year.
- 6) The Contractor agrees to attempt to expend funds in an approximately equal amount each fiscal quarter, unless otherwise authorized by the State. If actual quarterly expenditures are less than the quarterly advance by more than twenty percent (20%), the State may reduce subsequent quarterly payments accordingly.

K. Additional Services. The Contractor and its Subcontractors must obtain prior written approval from the State before providing any additional billable Services or evaluations not provided for by the terms and conditions of this Contract. If Contractor bills for Services in excess of the maximum total payment as described in the Allocation Option Letter, or any subsequent Reallocation Option Letter, the State shall not be liable for reimbursement of such excess Services. Should additional Contract Funds become available, the State may, at its own option, choose to reimburse Contractor beyond the amount specified in an Allocation Option Letter, by means of a Reallocation Option Letter in form substantially equivalent to Exhibit "C".

L. Reimbursement by Client.

- 1) *Subsistence* - The Contractor shall inform Service providers and programs that they may charge each offender participating in a community corrections program the reasonable costs of the Services to the extent that they are not covered by State payments made pursuant to annual legislative appropriations for subsistence support of offenders. The annual subsistence maximum fee is set annually by the State General Assembly. Such charges may

be, but are not required to be, charged on an ability-to-pay basis. Each offender shall be issued receipts for any such charges collected by Contractor or its Subcontractors. Offenders shall not be charged subsistence fees while in jail or in the hospital.

- 2) *Additional Program Fees* - Any fees assessed to offenders in excess of the amounts listed in the annual legislative appropriation for subsistence must be approved in advance by the State and the local community corrections board. This requirement does not apply to voluntary and incidental expenditures by offenders that do not constitute fees universally assessed to all offenders.
- M. Absence Due to Arrest. The Contractor shall ensure that its Subcontractors notify DOC/SJB immediately if they know an offender has been arrested and/or is in the custody of federal, state or local authorities. The State shall compensate the Contractor at full rate for the day the offender is arrested, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for maintaining the availability of a bed during the offender's absence.
- N. Unauthorized Absence. The Contractor shall ensure that its Subcontractors notify DOC/SJB, through the appropriate probation/parole officer, within two (2) hours after an offender is discovered to be absent from an approved location or activity without authorization. The Contractor or its Subcontractor shall keep the offender's bed available for a period not to exceed one (1) day during the offender's unauthorized absence if DOC/SJB notifies them that it does desire to have the bed kept available. The State shall compensate the Contractor at full rate only on the day the offender escapes.
- O. Access to Medical Services. Policy and procedures of the Contractor and its Subcontractors shall specifically prohibit any restriction or constraint of offenders' movements or efforts to attend to their legitimate medical or dental needs. If a medical emergency occurs, the Contractor shall ensure that its Subcontractors immediately notify the referring State agency. The State shall compensate the Contractor at the full rate for the day on which an offender is placed in a hospital, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for holding a bed available during the hospitalization of an offender.
- P. Emergency Disaster Management Plan (EDMP). The Contractor shall develop and maintain, with its Subcontractor(s), an Emergency Disaster Management Plan that provides a contingency response in the event of a disaster or other emergency for all residential and non-residential offenders under the supervision of Contractor or its Subcontractor(s). The EDMP plan shall include a specific plan for registered sex offenders that is consistent with conditions of sex offender supervision and registration requirements. The EDMP shall provide a plan for transportation, housing, and supervision of offenders in the event of fire, flood, weather event, mandatory evacuation or other man-made or natural disaster.
- Q. Notification of Ownership Changes (Governmental Entities Exempt).

- 1) The Contractor shall ensure that it and its Subcontractors notify the State in writing within thirty (30) days after becoming aware that a change in a Subcontractor's ownership has occurred, or is certain to occur.
- 2) The Contractor shall ensure that its Subcontractors:
 - (a) Maintain current, accurate and complete inventory records of assets and their costs;
 - (b) Provide the State or the State's designated representative ready access to such records upon reasonable request;
 - (c) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each change in Contractor's or Subcontractors' ownership change; and
 - (d) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before and Contractor or Subcontractor ownership change.
- 3) The Contractor shall include the substance of this Section I.Q in all subcontracts under this Contract with non-governmental Subcontractors.

II. Responsibilities of the State:

A. Payment for Services.

- 1) The State agrees to advance funds on a quarterly basis to the Contractor in accordance with the schedule in each Allocation Option Letter (Exhibit "B"), subject to compliance with the provisions of the Contract, and subject to amendment by any subsequent Reallocation Option Letter, in form substantially equivalent to Exhibit "C".
- 2) During the term of the Contract, upon receipt of proper invoices from the Contractor as provided in Subsection I.J. above, the State shall offset advances and pay the remainder due up to the maximum total payment as specified in each annual Allocation Option Letter (Exhibit "B") as amended by any subsequent Reallocation Option Letter (Exhibit "C").
- 3) The State will not allocate Contract Funds to Contractor for the first day of an offender's participation in a program, but shall allocate Contract Funds to Contractor for the last day of an offender's participation therein. The day an offender transfers from residential to non-residential status, the State will allocate Contract Funds to Contractor at the residential daily rate, but shall not allocate such funds for non-residential expenses. The day an offender transfers from non-residential to residential status, the State will allocate Contract Funds to Contractor for Non-Residential expenses, but shall not allocate such funds for the residential daily rate.

- 4) The State may allocate Contract Funds to the community corrections board, or the unit of local government that established the board (the “Board”), up to five percent (5%) of the total original Allocation Option for administrative purposes, contingent upon the availability of Contract Funds pursuant to annual legislative appropriation for board administrative funds. On and after July 1, 2014, through June 30, 2015, the Board shall be allocated up to five percent (5%) of the total original Allocation Option for administrative purposes. On and after July 1, 2015 and through the remaining Contract term, the Board Allocation Option for administrative funds shall be dependent upon the prior year’s performance as measured herein. The Board may opt to perform any or all of the following functions to be eligible to receive the administrative funds:
- (a) Type 1 Boards shall be eligible for allocation in the amount of up to three percent (3%) of Contract Funds upon performance of the following services and functions:
 - (i) Screen offender referrals for placement in a residential community corrections facility.
 - (ii) Administer contracts with approved service providers
 - (iii) Administer payments to Subcontractors
 - (b) Type 2 Boards shall be eligible for allocation in the amount of up to four percent (4%) of Contract Funds upon performance of the following services and functions:
 - (i) All Type 1 board services and functions, AND
 - (ii) Provide staffing support for local boards to conduct regular business and screening functions
 - (iii) In coordination with State and local agencies, monitor community corrections programs within the jurisdiction of such Board with each of the following:
 1. Respond to and investigate complaints, critical incidents, or citizen inquiries
 2. Oversee compliance with federal, State and local standards
 3. Provide written reports of program compliance with the Colorado Community Corrections Standards using a state-approved audit process
 4. Enforce provider corrective action plans to achieve compliance with Standards
 - (iv) Educate and train communities and local officials or criminal justice agencies about community corrections structure and programming
 - (v) Collaborate with State agencies to improve and advance community corrections programming
 - (vi) Enforce compliance with the Victim’s Rights Act and coordinate victims assistance
 - (vii) Provide formal education and training to Board members
 - (viii) Provide an annual written report to the State that documents the frequency and measurements of the above administrative functions
 - (c) Type 3 boards shall be eligible for allocation in an amount up to five percent (5%) of Contract Funds, contingent upon available appropriations of administrative funds, upon demonstration of the following services and functions:
 - (i) All Type 1 board services and functions, AND
 - (ii) All Type 2 board services and functions, AND

- (iii) Provide, facilitate, or coordinate formal implementation planning, training, technical assistance, and fidelity measurement in order to implement specific and identifiable evidence based practices and programs in residential, non-residential, or specialized programs
 - (iv) Provide an annual written report to the State that documents the frequency and measurements of the above administrative functions
- (d) Contractors shall keep financial records documenting the receipt and expenditure of all Contract Funds and maintain these records for a period of seven (7) years following the Contract term.
- (e) Semi-annual reports summarizing each quarter's administrative expenditures within each category shall be provided to the State no later than January 31 and July 30 of each year. The Contractor shall submit additional expenditure reports if requested by the State. The Contractor shall use the Colorado Community Corrections Quarterly Administrative Expenditures Summary form, attached hereto and incorporated by reference as Exhibit "G".
- (f) The Contractor or employees of the Contractor who have responsibility for receipt and/or disbursement of funds under this Contract shall be bonded or insured to the value of the total allocation in provided in each Allocation Option Letter (Exhibit "B"). Contractor shall forward documentation of such bonding or insurance to the State prior to the disbursement of any Contract Funds.
- 5) The Contractor shall use no more than three percent (3%) of its total residential diversion allocation for condition of probation clients. Condition of probation clients are offenders placed in a community corrections program by the sentencing court as a condition of probation pursuant to CRS §18-1.3-202. The State may waive or modify this allocation limitation, in all or in part, upon written request by the Contractor.
- 6) The State must review and approve in advance any transfer of Contract Funds by the Contractor between line items listed in an Allocation Option Letter (Exhibit "B"), except that the Contractor may transfer up to ten percent (10%) of such Contract Funding between the line items without such prior approval.
- 7) The Contractor may request Contract Funds to supplement the allocations under this Contract under circumstances defined by the Office of State Planning and Budgeting. All requests for supplemental Contract Funds are subject to review by the executive and legislative branches of the State, and are subject to the provisions of the Reallocation Option Letter (Exhibit "C") that the State would issue upon approval of the request.
- 8) The State Legislature may authorize allocation of Contract Funds for additional programmatic funding.

- B. Payment for Travel. The State shall reimburse the Contractor for travel at the rate allowed by State Fiscal Rules, when such travel is requested by DOC or approved by the State for the purpose of transporting offenders. The Contractor agrees that DOC shall coordinate all travel to DOC correctional facilities prior to the State reimbursing the Contractor therefor. The Contractor shall provide the State with monthly travel reports setting forth the date of travel, mileage, destination and offenders transported. Reimbursement for mileage shall be made from the residential transition allocation listed in the Allocation Option Letter (Exhibit "B"). Payment shall be per trip, not for each individual offender.
- C. Payment for Leave of Absence. The State shall pay for the following leaves of absence at the full residential per diem rate, when authorized and approved by DOC or SJB:
- 1) "Pass or furlough" based on a privilege to leave the facility to an approved location for up to forty-eight (48) hours.
 - 2) "Off-grounds leave" for the purpose of conducting a hearing or assessment regarding the continuation of the offender's residence in community corrections, up to a maximum allowable period of three (3) days.
 - 3) "Emergency leave" caused by and limited to a serious life-threatening or death incident in the offender's immediate family, up to a maximum period of seven (7) days, to be reimbursed at fifty percent (50%) of the regular residential per diem rate.

Noncompliance. The State agrees to allow the Contractor thirty (30) days within which to correct or justify breaches of this Contract, following a notice of non-compliance, unless there is an immediate risk to public safety. If the identified breaches are unresolved within the thirty (30) day period, the State may implement any remedy provided for under any applicable provisions of this Contract.

EXHIBIT C

Basic Operational Requirements of Community Corrections Providers

ADMINISTRATION AND PERSONNEL

Legal Entity

The public or private agency operating a community corrections program shall be a legal entity or part of a legal entity. The administrators shall maintain a file at the local headquarters of the agency that includes current documentation as follows:

- a) **Public Agencies**
 - 1) The executive or legislative order of the unit of local government designating the agency as a community corrections program.
 - 2) An organizational chart indicating the agency's position within the local government and a listing of the administrative officer(s) authorized to act as the legal agent(s) of the agency.
- b) **Private Agencies**
 - 1) Certificate and articles of incorporation
 - 2) List of the Board of Directors
 - 3) Corporate bylaws and names of officers authorized to sign contracts or authorize expenditures.
 - 4) All documentation pertaining to the Standards

Fiscal Practices

The administrators shall manage the program's fiscal affairs with written policies and procedures and established practices that employ recognized accounting procedures to control and record the receipt, maintenance and dispersal of funds associated with operation of the program including all client subsistence, savings and restitution accounts.

Independent Financial Audit

Programs shall submit to the DCJ a complete independent financial audit report conducted by a Certified Public Accountant, licensed to practice in Colorado. These reports shall be submitted every third year, on the schedule established by the DCJ. New programs shall submit a complete independent financial audit report after the first year of operation and shall then follow the financial audit schedule established for all programs. New programs may request a waiver of the second financial audit if such audit would be due in less than eighteen months from the completion of the first audit. Offender funds, if maintained by the program, shall be included in the scope of the independent financial audit.

Independent financial audits may be required more frequently by individual contracts between the DCJ and programs and/or if otherwise requested by the DCJ. Such audits may be required more frequently by subcontract between programs and their local community corrections board.

Independent financial audits shall include any auditors' findings or recommendations communicated to the program or its parent corporate entity as the result of such audits.

While DCJ generally does not require submission of any management letter provided to the program in conjunction with the independent financial audit, programs are expected to provide DCJ any portion of this letter relevant to DCJ funding. However DCJ reserves the right to request the management letter in its entirety at its discretion. If the community corrections program is operated as a unit of government by or by a larger corporate entity, a segment audit or review may be required by the DCJ and/or local community corrections board. A compilation of internally prepared financial statements will not be considered to be in compliance with this Standard.

Insurance Coverage

The administrators shall maintain proof of insurance coverage at levels no less than those required in state contracts at the local program or agency headquarters. Written policies and procedures shall govern the confidentiality of employee medical records in accordance with current state and federal law. Employee medical records shall be maintained in a separate individual file.

Policies and Procedures

The program shall maintain a current policy and procedure manual, readily accessible by all staff, that describes the purpose, philosophy, programs and services, and operating procedures of the program. The manual shall address all requirements, programs, or services delineated by these Standards. The program shall operate in accordance with this manual and all staff shall be familiar with its contents. The manual shall be reviewed at least annually by the governing authority or program administrator, and updated when necessary. The program shall outline a system to ensure that changes in program policies and procedures are reviewed, prior to their implementation, with any state agency or local community corrections board that will be affected by the change.

Victim Rights Act Compliance

Any program supervising offenders serving a sentence for any of the offenses listed within the Victim Rights Act (VRA) must conform to the requirements of the Colorado Revised Statutes, as amended, on victim notification requirements. The program shall determine whether any victims have requested notification under the VRA.

All victim-related documentation shall be kept in a separate confidential file.

DNA Testing

The program shall comply with the DNA testing requirements as specified by Colorado Revised Statutes, as amended.

Community Corrections Information and Billing (CCIB) System

The program is responsible for entering complete and accurate offender information into the Community Corrections Information and Billing (CCIB) system. All data shall be entered in accordance with contract and sub-contract requirements. Data must be entered into CCIB within 5 weekdays (including holidays) of the offender's arrival at the facility. Offender movements (e.g. jail, hospital, etc.) must be entered into CCIB within 5 weekdays (including holidays) of the movement. The offender record must be terminated and completed within 30 days of the discharge date. Corrections to offender records impacting bills already processed must be approved in writing by the appropriate

community corrections board and the DCJ Office of Community Corrections.

Organized Information

The program shall have policies, procedures and established practices that ensure all program documentation is legible, accurate and systematically filed using an organized system of information collection, retrieval and review. All records, printed or electronic, shall be available upon request, for review by referral and oversight agencies. Program documentation shall be signed and dated in accordance with relevant *Standards*. The signature can be original or documented via electronic means (electronic signature and/or biometric verification). Electronic signatures and biometric verification methods must be secure and auditable. The program's Information Technology System (ITS) shall have a backup system to ensure data retention and availability in accordance with contract requirements.

Offender Medical Emergencies

The program shall have written policies and procedures and established practices that direct staff response to offender medical emergencies.

CPR and First Aid Training

All security staff shall be certified in emergency first aid and CPR within the first 90 days of employment and shall maintain certification throughout the term of their employment. The program shall have at least one staff member on duty at all times who is certified in emergency first aid and CPR.

Isolation of Offenders

The program shall have written policies and procedures and established practices that direct the isolation and observation of offenders who are intoxicated or under the influence of controlled substance(s).

Assistance by Law Enforcement

The program shall have written policies and procedures and established practices for the assistance of law enforcement by staff, pursuant to current state statutes and standard rules of evidence. Policies and procedures shall also establish the requirement to contact law enforcement agencies in case of an emergency and/or upon discovery of criminal conduct.

Disruption of Normal Work Routines

The program shall have written policies and procedures and established practices that govern program response to work stoppages, natural disasters, or other disruptions of normal work routines. "On-call" staff must be able to respond to the facility within 30 minutes. Programs shall have a relocation and evacuation plan that has been approved by the appropriate Community Corrections Board, Division of Criminal Justice, and Office of Community Corrections, and referring agencies.

Transport of Offenders

The program shall have written policies and procedures and established practices that govern the transportation of offenders by program staff. The transportation of offenders in personal vehicles is prohibited unless the program provides insurance for such transportation.

FACILITIES

Building Codes and Zoning

The program shall remain in compliance with all applicable building codes and zoning requirements. Proof of compliance shall be kept on file at each program location.

Fire Inspections

The program shall comply with the regulations of the fire authority having jurisdiction. Compliance shall be verified by an annual inspection by the local fire department that provides suppression services. In the event the local authority having jurisdiction does not provide fire code inspection services, the program shall obtain an annual fire safety inspection from a Colorado certified fire safety inspector. Proof of compliance shall be kept on file at each program location.

Many areas of the state are protected by volunteer fire departments that may not have qualified fire inspectors. In areas of the state where there are not certified inspectors, the Colorado Department of Public Safety, Division of Fire Safety can conduct fire safety inspections at the request of the local authority having jurisdiction on a fee for service basis. The Division of Fire Safety also maintains a listing of Colorado certified fire safety inspectors.

Fire Sprinkler and Fire Alarm System

The residential program shall maintain an automatic sprinkler system, where required by the local building code. The residential program shall have a fire protection alarm system and an automatic smoke detection system that is approved by the authority having jurisdiction. All system elements shall be tested on a quarterly basis; adequacy and operation of the systems are to be approved by a state fire official or other qualified authority annually. Written documentation shall be maintained at the facility.

Mattresses and Pillows

The residential program shall provide flame-retardant mattresses and pillows in good condition. Documentation indicating compliance with fire and safety requirements must be maintained.

Hazardous Materials

The program shall store all flammable liquids and hazardous materials (paint, cleaners, adhesives, etc.) in their original containers and away from kitchen and dining areas, furnaces, heaters, sleeping and high traffic areas.

Fire Drills

All program locations shall conduct random emergency evacuation fire drills at least once quarterly. Documentation of these drills shall be maintained at each program location. Documentation shall include the following: time, date, staff initials, number of participants, response time and comments.

First Aid

Program staff shall have immediate access to a first aid manual and appropriate medical supplies.

Health and Sanitation

The program shall comply with all health and sanitation codes of the jurisdiction having authority. Written reports of inspections by state and local authorities shall be maintained at each program location. In the event there are no local city and/or county codes applicable, state codes will prevail. In the event that no local or state codes are applicable, appropriate national codes shall be applied.

OFFENDER SERVICES

Case Records

The program shall have written policies and procedures and established practices that govern the confidentiality of case records and shall address, at a minimum, offender access to records, staff access, and release of information to third parties. Offender records shall be maintained in accordance with federal and state laws.

Release of Information

The program shall have written policies and procedures that govern the release of information to third parties. The program's "Release of Information Form" shall address circumstances under which releases are permitted and restrictions on the type of information to be released. Staff and agents of the program shall have clear instructions on the release of information to third parties.

The structure and identification of information to be placed on the form includes, but is not limited to:

- a) Name of person, agency or organization requesting information
- b) Name of person, agency or organization releasing information
- c) The specific information to be disclosed
- d) The purpose or need for the information
- e) Expiration date
- f) Date consent form is signed
- g) Signature of the offender
- h) Signature of individual witnessing offender's signature

Copies of the consent form shall be maintained in the offender's file.

Secure Storage of Records

The program shall have written policies and procedures and established practices that provide for secure storage of all case records, logs, and records in accordance with contract requirements. Records must subsequently be disposed of in a manner ensuring complete confidentiality

Clinical Services

Department of Corrections Clients

For all DOC clients, clinical services delivered by an agency or person not employed by the community corrections program, shall be delivered by a DOC Approved Treatment Provider. Exceptions shall be approved by the supervising Community Parole Officer prior to treatment service delivery.

Sex Offenders

For all offenders required to complete sex offense-specific treatment under Colorado Revised Statutes or as ordered by the Court, services shall be delivered according to the Sex Offender Management Board (SOMB) *Standards and Guidelines for the Assessment, Evaluation, Treatment, and Behavioral Monitoring of Adult Sex Offenders as revised*. Treatment services shall also be delivered by a SOMB-Approved Provider. This may include providers that have formally submitted intent to apply for SOMB approval and that are in good standing with the Division of Criminal Justice, Office of Domestic Violence and Sex Offender Management based on the application process.

Domestic Violence Offenders

For offenders with domestic violence offenses, or for those who have been court-ordered to complete domestic violence offender treatment, treatment services shall be delivered according to the Domestic Violence Offender Management Board (DVOMB) *Standards for Treatment with Court Ordered Domestic Violence Offenders* and shall be delivered by a DVOMB-Approved Provider.

Mental Health Needs

For offenders with mental health treatment needs, clinical services shall be provided by a licensed mental health professional or a person under the supervision of a licensed mental health professional.

Substance Abuse

For offenders with substance abuse treatment needs, including DUI education and therapy, treatment services shall be delivered by a provider that is appropriately licensed by the Office of Behavioral Health (OBH). All treatment providers used shall be appropriately credentialed and specifically licensed for offender treatment at the modalities for which they provide services, including DUI Education or Therapy. Services may be delivered by a provider who is under a provisional license by OBH. Services shall not be delivered by a provider whose license has been put on probationary status by the OBH.

Limited Power of Attorney

A Limited Power of Attorney form, signed and dated by the offender and staff, shall govern the distribution of offender funds, if maintained by the program, in the event of escape in accordance with statute.

Child Support

The program shall have written policies and procedures and established practices that allow for the identification of offenders who have court-ordered child support obligations. At a minimum, the program will address the provision of information to offenders at the initial case management meeting regarding the process to modify court ordered child support. The program will be compliant with the procedures established by the DCJ and the Division of Human Services - Child Support Enforcement regarding the provision of offender information and employment status.

Definitions

Subsistence - An established fee the offender is charged by the program in order to reside in the residential facility. The annual subsistence maximum is set annually by the General Assembly through a footnote in the Long Bill.

Condition of Probation Clients - Colorado Revised Statute allows offenders who are sentenced to probation to be placed in a community corrections program for stabilization and more intensive supervision if they are at risk of probation revocation. CRS 18-1.3-301 provides "The sentencing court may also refer any offender to a community corrections program as a condition of probation pursuant to section 18-1.3-202. Any placement of offenders referred as a direct sentence or as a condition of probation shall be subject to approval pursuant to section 17-27-103 (5), C.R.S., and section 17-27-104 (3), C.R.S."

EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Community Education Centers, Inc. 35 Fairfield Place West Caldwell, NJ 07006		INSURER(S) AFFORDING COVERAGE
INSURER A: Lloyd's Syndicate 2987 (Brit Syndicates Limited)		NAIC # C0978
INSURER B: National Union Fire Insurance Company of Pittsburgh		19445
INSURER C: Arch Excess & Surplus Insurance Company		10946
INSURER D: New Hampshire Insurance Company		23841
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W3087999

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	CJ10019416	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person) \$ 2,000
	<input checked="" type="checkbox"/> Claims Made						PERSONAL & ADV INJURY \$ 15,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 15,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 15,000,000
	OTHER:						Ded Occ/Claims \$ 100,000
B	AUTOMOBILE LIABILITY	Y	N	CA 2820146	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> OTHER:						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	UHL0059216-01	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 21,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 21,000,000
	DED RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	WC 028250777	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Tooley Hall - 4280 Kearney Street, Denver. CO 80216 and William Street Center -1763 Williams Street, Denver.CO 80218 .

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respect to Commercial General Liability and Business Automobile Liability.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
 Department of Human Services
 1200 Federal Blvd.
 Denver, CO 80204

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




EXHIBIT E

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 14th 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>City and County of Denver 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>STATE OF COLORADO John W. Hickenlooper, Governor 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>LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____</p> <p>Signature –Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Date: _____</p>

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

Date: 10/1/2016	Original Contract CMS #	Allocation Letter #1	CMS Routing #
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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

Date:	Original Contract CMS #:	Option Reallocation Letter Letter #	CMS Routing #
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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

Request for Proposals: RFP # DCJRFPI707CBTPILOT

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

TOPIC	PAGE
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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)**

	EVENT	TIME	DATE
1.	RFP PUBLISHED ON VSS WEB PAGE https://codpa-vss.hostams.com/webapp/PRDVSS1X1/AltSelfService	Before 5:00 PM MT	June 16, 2016
2.	PROSPECTIVE OFFERORS WRITTEN INQUIRY DEADLINE (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.	OFFEROR’S INFORMATIONAL MEETING	Not Applicable	Not Applicable
4.	PROPOSAL SUBMISSION DEADLINE See Administrative Information, section C for submission details.	Before 2:00 P.M. MT	July 28, 2016
5.	ORAL PRESENTATIONS/SITE VISITS (Option of the state) See Administrative Information, section E for presentation details.		To Be Determined
6.	PROPOSAL SELECTION (Estimated/Week of)		August 15, 2016
7.	CONTRACT FINALIZED (Estimated/Week of)		September 15, 2016
8.	CONTRACT PERIOD: From October 1, 2016 through June 30, 2021		

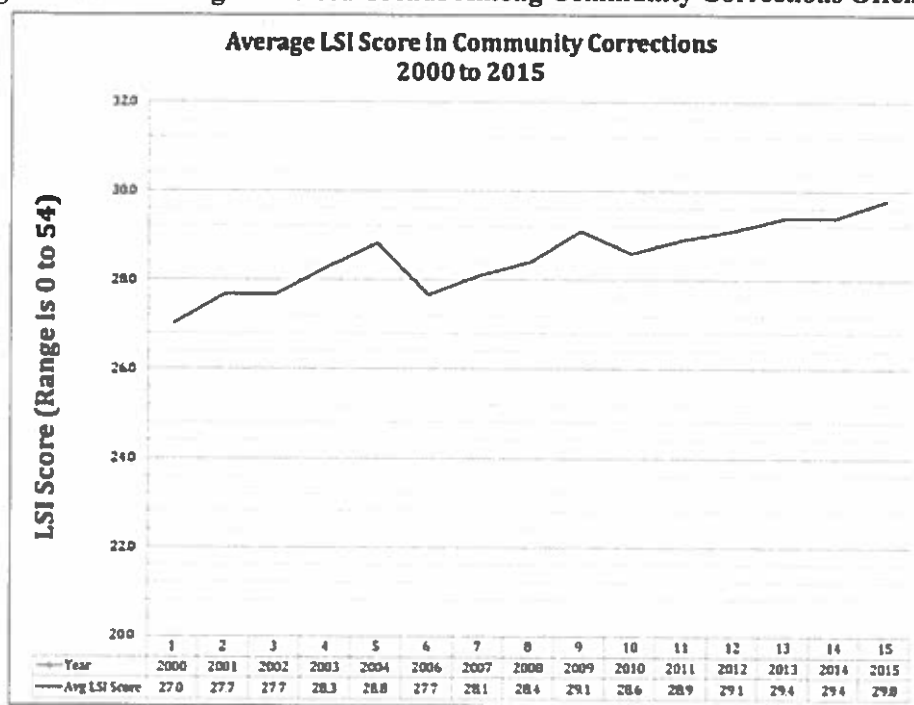
II. CBT PILOT - BACKGROUND / OVERVIEW / PURPOSES / FUNDING / GOALS

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

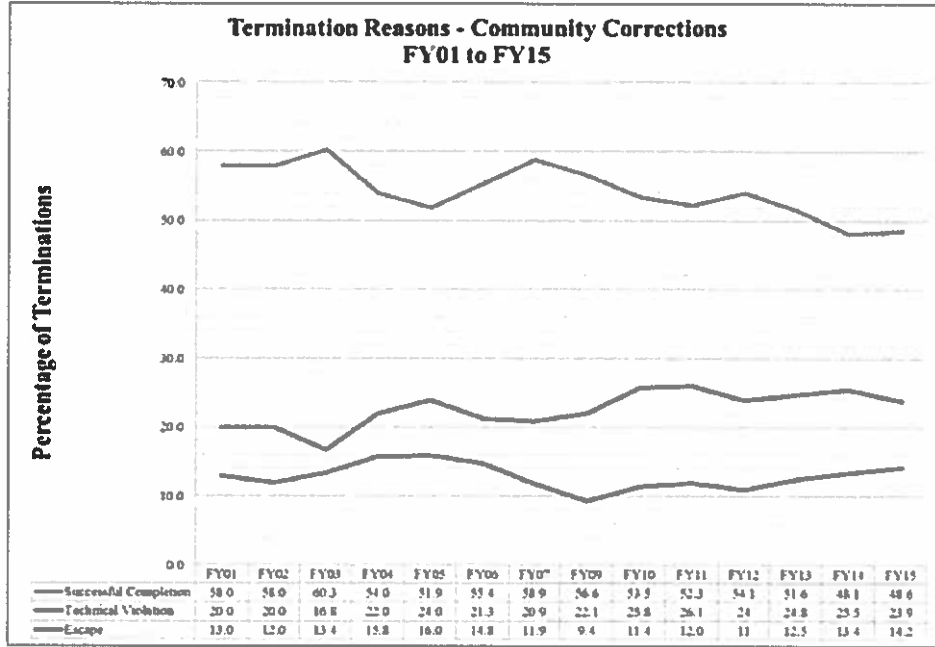


Figure 3 shows the rates of post-release recidivism from 2000-2012. As these rates have increased, offenders were becoming higher-risk and higher-need during the same timeframe (see Figure 1). Overall, 12-month recidivism rates have shown a net increase of 17.4 percent since 2000, while 24-month recidivism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

Figure 3- Post-Release Recidivism Trends in Community Corrections

Recidivism Data in Community Corrections Terminations from 2000 Through 2012

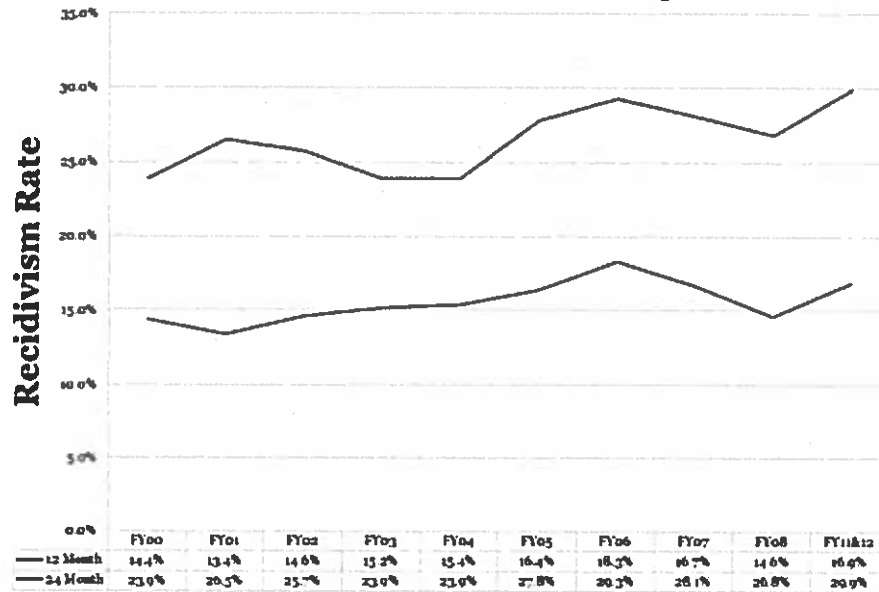
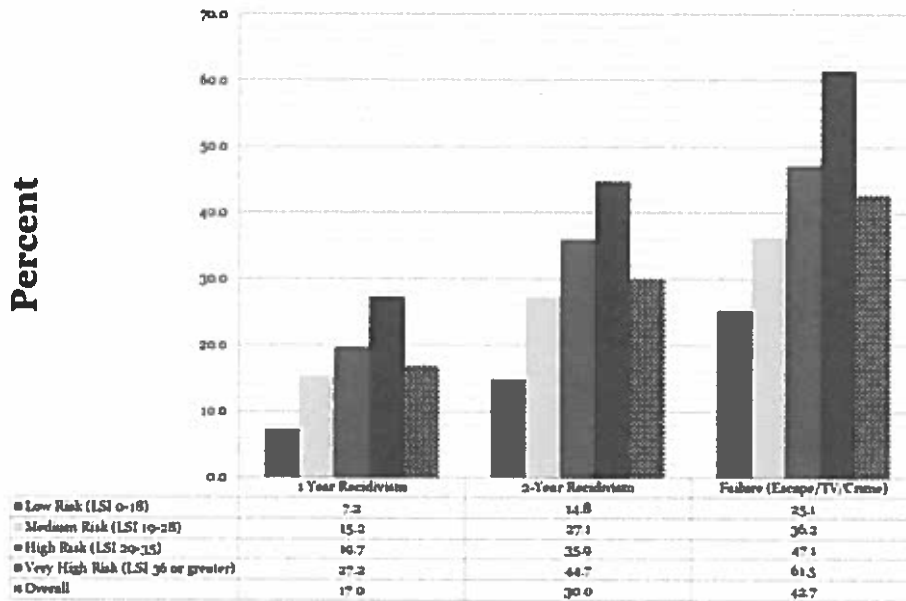


Figure 4 shows data illustrating that higher-risk offenders have both considerably higher rates of failure (escape, technical violation, and new crime) as well as considerably higher rates of recidivism at 12 months and 24 months after successful completion of community corrections, as compared to low-risk 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

Community Corrections Outcomes by Risk Level (FY2011 Terminations - Regular Community Corrections Clients) *Chi Square: Significance (p < .0001) - DCJ Office of Research and Statistics*



Recent criminological literature¹ 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

¹ 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 1st, 2nd, 17th, 18th, and 20th 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 1st, 2nd, 17th, 18th, and 20th 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

**ADMINISTRATIVE 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

- (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 # DCJRFP1707CBTPILOT

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 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>CONTRACTOR INSERT-Legal Name of Contractor By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO John W. Hickenlooper, Governor 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>LEGAL REVIEW Cynthia H, Coffman, Attorney General</p> <p>By: _____</p> <p>Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

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

Exhibit C

Request for Proposal Signature Page

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

<u>DATE:</u>	June 15, 2016	<u>RETURN RFP TO:</u>
<u>RFP NO:</u>	DCJRF1707CBTPILOT	DEPARTMENT OF PUBLIC SAFETY
<u>DIRECT INQUIRIES TO:</u>	Tammy Lichvar	CDPS PROCUREMENT
<u>PHONE:</u>	303-239-4502	700 Kipling St. Suite 3000
<u>E-Mail:</u>	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

Invoice #			
Program Name		Bill Month / Year	September 2015
Bill Type	Parole IRT 90 Day	Judicial District	
Bill Status	OCC Approved	Status Date	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
Total									82.00	

Exhibit E

Sample Allocation Letter

OPTION ALLOCATION LETTER

Date:	Original Contract CMS #:	Allocation Letter #	CMS Routing #
-------	--------------------------	---------------------	---------------

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

Date:	Original Contract CMS #:	Funding Change Letter #	CMS Routing #
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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>STATE OF COLORADO John W. Hickenlooper, Governor Name of Agency or IHE</p> <hr/> <p>By: Insert Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

<p>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.</p>

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>



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."



**COMMUNITY
CORRECTIONS**
DENVER PUBLIC SAFETY



CEC

Breaking the Cycle of Recidivism®

ORIGINAL



Request for Proposal (RFP) DCJRFP1707CBTPILOT 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

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**

<u>DATE:</u>	June 15, 2016	<u>RETURN RFP TO:</u>
<u>RFP NO:</u>	DCJRF1707CBTPILOT	DEPARTMENT OF PUBLIC SAFETY
<u>DIRECT INQUIRIES TO:</u>	Tammy Lichvar	CDPS PROCUREMENT
<u>PHONE:</u>	303-239-4502	700 Kipling St.
<u>E-Mail:</u>	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
Rachel Bickar
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.
- 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.

- 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://dcj.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."