

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 **REGENTS OF THE UNIVERSITY OF COLORADO** whose address is 13001 East 17th Place B119, Aurora, Colorado 80045 ("Contractor").

RECITALS:

WHEREAS, the City wishes to secure certain services from the Contractor pursuant to a contract between the City and the Colorado Department of Public Safety, Division of Criminal Justice, for the purpose of administering and implementing an effective community corrections program, made pursuant to the provisions of C.R.S. Section 17-27-101 et. seq., as amended; and

WHEREAS, the Contractor is well qualified and skilled in providing such expert and professional treatment services, and is ready, willing and able to undertake and perform such services for the City; and,

WHEREAS, the Contractor warrants that it has approved facility(ies) and an approved program for the delivery of community correctional services to Clients of the City ("Client(s)").

NOW THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

1. **COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Director of the Department of Safety ("Director") or, the Director's Designee.
2. **SERVICES TO BE PERFORMED:**
 - 2.1. As the Director directs, the Contractor shall diligently undertake, perform, and complete all the services and produce all the deliverables set forth in **Exhibit A, Statement of Work and the Basic Operational Requirements of Community Corrections Providers**, to the City's satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
 - 2.2. 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:

2.3. Contractor shall comply with all aspects of the Scope of Work for Residential Therapeutic Communities which is adapted from the National Institute on Drug Abuse website, 2012, and attached hereto and incorporated herein by this reference as **Exhibit B, TC Scope of Work.**

2.4. The Contractor agrees to the following terms, provisions, rules and procedures:

241.1. 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.

241.2. 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.

241.3. 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, if applicable. 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).

241.4. 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.

- 241.5.** Provide such reports as are, or may be required by the City during the period of this Agreement.
- 241.6.** 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.
- 241.7.** 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.
- 241.8.** Provide to the Denver District Court Probation Department or the Colorado Department of Corrections, as appropriate, notification of any unauthorized Client absence from the residential facility, place of employment or schooling or scheduled location away from Contractor control. At a minimum of no more than four (4) hours after the discovery of an unauthorized absence of a Client, Contractor shall notify the appropriate supervisory agency, and as required, local law enforcement agencies. Within one (1) business day after the above notification, the Contractor will provide a subsequent written notification to the Denver District Court Probation Department or the Colorado Department of Corrections, as appropriate, about the occurrence of the unauthorized Client absence which will include Client name, name of Contractor personnel observing the absence, the time the absence was discovered and the subsequent status of the Client. The Contractor will be compensated at the full rate for the day on which the Client escapes.
- 241.9.** If applicable, submit vouchers to the City for services provided on such forms and in such manner as the City may require.
- 241.10.** If applicable, obtain prior written approval from the City before providing any additional services or evaluations not included within this Agreement.
- 241.11.** 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.

241.12. 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.

241.13. 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.

241.14. 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 as required by the current DCJ Standards. Such documentation will provide Client's name, date and time of personal contact with the Client, signature of Contractor personnel initiating the contact, and the designation of Client status.

241.15. Inform the City of action taken on all initial referrals.

241.16. Provide information upon request of the supervising probation officer or parole agent regarding the activities and adjustment of individual referrals.

241.17. 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.

241.18. As requested, the Contractor shall provide a written annual plan outlining use and distribution of allocated Correctional Treatment funds.

241.19. Insure that authorized Client leaves or absences from project facilities over seventy-two (72) hours will only occur after notification and approval of the supervising probation officer or Colorado Department of Corrections agent.

241.20. Verify and document by Contractor personnel the location and Client presence at destination areas for Clients on leave or furlough from Contractor supervision, identifying time, date and project person making the verification.

24.1.21. Document in writing all court ordered actions (e.g., restitution) treatments

or services provided within the Contractor's service delivery capability or through Contractor referral services, identifying Client attendance or compliance, the time and date of the action and the name of the witnessing Contractor person.

24.1.22. Provide a written report about Client progress to the District Court Probation Department, as appropriate, thirty (30) days prior, 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 seventy-two (72) hours after the termination. The progress report shall include:

- 2.4.1.22.1. Client name;
- 2.4.1.22.2. Referring judge;
- 2.2.2.22.3. Period of placement;
- 2.2.2.22.4. Actual termination date;
- 2.2.2.22.5. Reason for termination;
- 2.2.2.22.6. Chronological listing of employment or schooling (training) attended with outcome comments for each entry;
- 2.2.2.22.7. Chronological listing of rules infractions with action taken on each infraction;
- 2.2.2.22.8. Summary of income earned, taxes paid, family support, personal subsistence and restitution paid;
- 2.2.2.22.9. Chronological listing of services or treatment provided, duration of service and outcome comments;
- 2.2.2.22.10. Designation of location of residence after release from Community Corrections.

24.1.23. Provide access for inspection and allow the agents of the Division of Criminal Justice, State Department of Corrections, State Judicial Department, State Health Department and the City to inspect with or without notice, the facilities

and services provided by the Contractor to determine the conditions under which the Clients are housed and treated.

241.24. Perform periodic and unscheduled chemical tests to determine the use of drugs by Clients in the Contractor's residential facility, if any such facilities are maintained by the Contractor. Records and results of each test shall be included in the Client's case file.

241.25. 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.

241.26. Keep all records of Clients' confidential and ensure that they are not subjected to public disclosure to the extent provided by law.

241.27. Provide twenty-four (24) hour-a-day, seven (7) days-a-week awake staff supervision of the Clients assigned to the facility consistent with the City's ordinance and standards promulgated by the Colorado Division of Criminal Justice.

241.28. The Contractor will ensure a minimum of two security staff are present and security functions are the primary duty, regardless of facility size/capacity. Each facility with 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. Due to the milieu of a Therapeutic Community, the staffing requirements may be amended upon formal request by the program and subject to the approval of the Denver Division of Community Corrections, Denver Community Corrections Board, Division of Criminal

Justice, and all referring agencies.

- 24.129.** 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 earnings, 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.
- 24.130.** 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.
- 24.131.** The Contractor shall make provisions for any offender that enters the program indigent. Contractor will be responsible for ensuring initial public transportation needs are met by developing a strategy to ensure access to public transportation for the first 30 days of stay to assist with job search, treatment, and medical needs
- 24.132.** 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.
- 24.133.** The Contractor shall comply with all applicable Titles of the Prison Rape Elimination Act of 2003 (PREA). (PREA; Public Law 108-79).
- 24.134.** 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.

24.135. 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.

3. **TERM:** The Agreement will commence on **January 1, 2021**, and will expire, unless sooner terminated, on **December 31, 2023** (the “Term”).

4. **COMPENSATION AND PAYMENT**

4.1. **Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00)** for fees 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 Community Corrections Contract with the City, and paid thereto into the Treasury of the City. Amounts billed may not exceed rates authorized by the State of Colorado.

4.1.1. The Contractor shall request payment of the monies available hereunder on such basis and in such amounts as are not inconsistent with the requirements of the City and the State. It is expressly understood and agreed that the obligation of the City for all or any part of payments provided for herein, whether direct or contingent, shall only extend to the said monies appropriated by the State pursuant to such contracts, actually paid to

the City, appropriated for this Agreement by the Denver City Council and

encumbered for the purpose of the Agreement. It is expressly understood that the City has no obligation to provide, directly or indirectly, community corrections services in excess of those provided through such State funding. The parties understand that the City reserves the right not to accept supplemental funding from the State pursuant to the said State contracts and that the amount payable from the State to the City may be adjusted up or down by **Exhibit C, State of Colorado Allocation Letter**.

4.12. The Contractor further understands that this Agreement is funded, in whole or in part, with state funds set forth in the annual funding letter received by the State, as amended, and referenced as **Exhibit C, State of Colorado Allocation Letter**. The Contractor expressly understands and agrees that its rights, demands and claims to compensation arising under this Agreement are contingent upon the City's receipt of such state funds and the continued funding by the State of Colorado. If such funds or any part thereof are not received, appropriated or allocated by the City, the City and the Contractor may mutually amend the Agreement, or the City may unilaterally terminate this Agreement. It is further acknowledged that as of the date of the execution of this Agreement, the total amount to be awarded to the City from the state may not have been fully determined, finalized, or paid. Should a reduction in City awarded funds necessitate a reduction to the Contractor's award hereunder, then the City reserves the right to make a pro rata reduction affecting all applicable agreements.

4.2. Reimbursable Expenses: The City agrees to compensate the Contractor for the delivery of residential community corrections services in accordance with **Exhibits A and B** and described as follows:

4.21. 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

4.22. 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.

- 423.** During the period of this Agreement the "Contractor" will be reimbursed on a monthly basis upon the receipt of a proper billing.
- 424.** 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.
- 425.** 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):
- 425.1.** "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.
- 425.2.** "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.
- 425.3.** "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.
- 425.4.** "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.

- 4.3. Invoicing:** The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation

required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

4.4. Maximum Contract Amount

4.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibits A and B**. Any services performed beyond those in **Exhibits A and B** are performed at the Contractor's risk and without authorization under the Agreement.

4.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION

6.1. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

6.2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a 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. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

6.3. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

6.4. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

7. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action,

or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE**: The Contractor shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. The Contractor shall ensure that any subcontractors maintain all insurance customary for the completion of any work or service done by that subcontractor and as may be required by the City or applicable law.
10. **COLORADO GOVERNMENTAL IMMUNITY ACT**: Liability for claims for injuries to persons or property arising from the acts, omissions, or negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the City's limitation on liability for torts, D.R.M.C. § 1.1.7. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
11. **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.
12. **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 Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Director 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.

13. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. 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.

17. CONFLICT OF INTEREST

17.1. 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.

17.2. 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 if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

- 18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the City at the addresses below:

Denver Department of Safety
Community Corrections Division
303 W. Colfax Ave, Suite 1600
Denver, CO 80204

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT

19.1. 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").

19.2. The Contractor certifies that:

1921. 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.

1922. 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.

19.3. The Contractor also agrees and represents that:

1931. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

1932. It shall not enter into a contract with a subconsultant 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.

1933. 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.

1934. 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 it is required 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.

1935. If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

1936. 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.

19.4. The Contractor is liable for any violations as provided in the Certification Ordinance. If the 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 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 the Contractor from submitting bids or proposals for future contracts with the City.

- 20. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.
- 21. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or 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. The Contractor shall insert the foregoing provision in all subcontracts.
- 23. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 24. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.

- 25. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 26. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 27. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance will survive 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.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

30.1. City Information: The Parties 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 Parties shall comply with all state or federal laws and requirements pertaining to medical or health records, including but not limited to HIPAA. The Parties acknowledge and accept that, in performance of all work under the terms of this Agreement, the Parties may have access to Proprietary Data or confidential information that may be owned or controlled by the other Party, and that the disclosure of such Proprietary Data or information may be damaging to the other Party or third parties ("City Data"). The Contractor agrees that all Proprietary Data, confidential information or any other data or 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.

30.2. Use and Protection of Proprietary Data or Confidential Information

30.2.1. 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 any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or 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 data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

30.2.2. 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 Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (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.

30.2.3. The Contractor shall develop, implement, maintain and use appropriate administrative, 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 reasonable measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

30.3. Employees and Subcontractor: 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.

30.4. Disclaimer: The Contractor is hereby advised to verify its work. 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, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

30.5. Contractor's Confidential Information; Open Records: If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor ("Contractor's Confidential Information"), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor's Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it's the Contractor Confidential Information and take necessary legal recourse. 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 against disclosure of such material or waive the same..

30.6. If the Contractor receives personal identifying information (“PII”) under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Contractor’s business and its operations. The Contractor shall be a “Third-Party Service Provider” as defined in C.R.S § 24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq.* Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

31. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral

representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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.

Exhibit List:

Exhibit A – Statement of Work and the Basic Operational Requirements of Community Corrections Providers

Exhibit B – TC Scope of Work

Exhibit C – State of Colorado Allocation Letter

(SIGNATURES ON FOLLOWING PAGES)

Contract Control Number: SAFTY-202056981-00
Contractor Name: REGENTS OF THE UNIVERSITY OF COLORADO

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

SAFTY-202056981-00
REGENTS OF THE UNIVERSITY OF COLORADO

By:  _____
E1BAF90D8C9F4DC...

Name: Denise Queen
(please print)

Title: Contracts Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**EXHIBIT A
STATEMENT OF WORK**

I. Responsibilities of the Contractor:

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

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

- C. Reports. The Contractor, and its subcontractors, shall provide timely, prompt, and accurate reports as are or may be required by the State, Colorado Department of Corrections or State Judicial Branch during the period of the Contract, which include but are not limited to statistical reports, caseload data, required entries into the Community Corrections Information and Billing computer system, Survey Questionnaires and other records documenting the types of services provided and the identity of the individual offenders receiving such services. Computerized termination forms and related offender data must be completed by program staff, as prescribed by the State, for each offender served, and shall be completed in accordance with the requirements of the State.
- D. Method of Billing. The Contractor shall bill the State for services provided in such form and in such manner as the State may require.
- 1) The *billing period* shall be the first day of each month to the last day of each month.
 - 2) The contractor shall submit bills to the State no later than the 15th day of the month following the end of the *billing period* or as required in Section I - J(4).
 - 3) Billing shall be submitted through the Community Corrections Information and Billing system and/or, at the sole discretion of the State, on a Community Corrections Billing form provided to the Contractor by the State for that purpose. The State reserves the right to modify billing procedures.
 - 4) The Contractor shall send the Colorado Community Corrections Month-End Expenditure Form, sample form attached hereto and incorporated by reference as Exhibit "F", within thirty (30) days of the end of each month.
 - 5) The Contractor shall report the total billable program costs to the State within five (5) days after the end of the fiscal year. The State may require the Contractor to provide an estimate of final year-end expenditures any time within sixty (60) days prior to the end of the fiscal year.
 - 6) The Contractor agrees to attempt to use funds on an approximately equal quarterly basis, unless authorized by the State. If actual quarterly expenditures are less than the quarterly advance by more than twenty percent (20%), subsequent quarterly payments may be reduced accordingly.
- E. Subcontract.

- 1) The Contractor may subcontract for community corrections services with any private agency or unit of local government for the purpose of rendering services to offenders, provided, however, that any subcontractors shall comply with the terms and provisions of this contract and all applicable sections of Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended. The Contractor shall include all requirements of this Contract in all subcontracts with programs.
- 2) Copies of all subcontracts shall be provided to the State within ninety (90) days following the beginning of the fiscal year or within ninety (90) days following the addition or replacement of a new subcontractor. No payment shall be authorized unless the appropriate subcontract has been executed and the services specified in the approved subcontract have actually been provided.
- 3) All subcontractor responsibilities shall be the responsibility of the Contractor if the State is contracting directly with a community corrections program that provides services and supervision for offenders.
- 4) Standards. The Contractor shall ensure that its subcontractors meet, maintain and comply with all applicable guidelines or standards as provided in Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended, and the “Colorado Community Corrections Standards”, as revised or amended, attached, marked as Exhibit “E” and incorporated herein by reference. Non-compliance with Standards may result in:
 - (a) Reduction of services via an executed Option Letter.
 - (b) Implementation of a corrective action plan. The State may require Contractor to require the subcontractor to develop a Corrective Action Plan using the services of a professional consultant with subject matter expertise in Colorado community corrections. The consultant must be approved by the State. The consultant services shall be at the expense of the subcontractor;
 - (c) Implementation of an increased staffing pattern that ensures adequate offender supervision and provision of Services;
 - (d) Cessation of offender placements in the program;
 - (e) Execution of a competitive bid process, coordinated with the local community corrections board, to consider alternate program providers;
 - (f) Termination of this Contract for breach;
- 5) Conformance with Law: The Contractor and its subcontractor(s) shall at all times during the term of this contract adhere to all applicable federal laws, state laws, local laws, health,

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

- (a) *Victim Rights Act*. The Contractor shall ensure that its subcontractors comply with Section 24-4.1-302.5, Section 24-4.1-303 and Section 24-4.1-304 C.R.S., as amended, commonly known as the Victim Rights Act and enabling legislation.
 - (b) *Americans with Disabilities Act*. The Contractor shall ensure that its subcontractors comply with all applicable titles of the Americans with Disabilities Act (Public Law 101.336) and submit documentation as required by the State to demonstrate compliance with this Act. The contractor shall assure that subcontractors demonstrate compliance by ensuring that reentry services are both architecturally and programmatically accessible
 - (c) *Prison Rape Elimination Act*. The contractor shall ensure that its subcontractors comply with community confinement standards of the Prison Rape Elimination Act (United States Department of Justice - DOJ 28 CFR Part 115).
- 6) Client Files. The Contractor shall ensure that it and its subcontractors maintain individual files for each offender participating in their program as required by DOC/SJB. The individual files shall be maintained in a secure area, in a locked file cabinet or safe. Such files and criminal history records shall be maintained and disseminated pursuant to federal and state regulations.
- 7) Fugitive Reporting System. Pursuant to Section 17-27-104(11), C.R.S., the Contractor shall ensure that any probable escape of any offender funded pursuant to this Contract is reported by program staff providing services through this Contract in the manner prescribed by the State.
- 8) Supervision of Offenders. The Contractor shall ensure that its subcontractors provide 24-hours-a-day, seven-days-a-week staff supervision of the offenders assigned to the residential facility as specified in the “Colorado Community Corrections Standards”.
- 9) Reimbursement by Client.
- (a) *Subsistence* - The Contractor shall ensure that its subcontractors know that they may charge each offender participating in a community corrections program the reasonable costs of the services not covered by State payments, pursuant to the annual legislative appropriation. The charges may be, but are not required to be, collected on an ability-to-pay basis. Each offender shall be issued receipts for fees collected. Offenders shall not be charged subsistence while in jail or in the hospital.
 - (b) *Additional Program Fees* - Any fees assessed to offenders in excess of the amounts listed in the legislative appropriation for subsistence must be approved in advance by the State and the local community corrections board. This excludes voluntary and incidental

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

- 10) Absence Due to Arrest. The Contractor shall ensure that its subcontractors notify DOC/SJB immediately if they know an offender has been arrested and/or is in the custody of federal, state or local authorities. The State shall compensate the Contractor at full rate for the day the offender is arrested, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for maintaining the availability of a bed during the offender's absence.
- 11) Unauthorized Absence. The Contractor shall ensure that when an offender is discovered to be absent from an approved location or activity without authorization, the subcontractor shall keep the offender's bed available for a period not to exceed one (1) day during the offender's unauthorized absence if DOC/SJB notifies the subcontractor that it does desire to have the bed kept available. The State shall compensate the Contractor at full rate only on the day the offender escapes.
- 12) Access to Medical Services. Policy and procedures of the subcontractor shall specifically prohibit any restriction or constraint of offenders' movements or efforts to attend to their legitimate medical or dental needs. If a medical emergency occurs, the Contractor shall ensure that its subcontractors immediately notify the referring agency. The State shall compensate the Contractor at the full rate of the day an offender is placed in a hospital, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for holding a bed available during the hospitalization of an offender, unless the referral agency notifies the subcontractor otherwise.
- 13) Emergency Disaster Management Plan (EDMP). The Contractor shall develop and maintain, with its subcontractor(s), an Emergency Disaster Management Plan that provides a contingency response in the event of a disaster or other emergency for all residential and non-residential offenders under the supervision of the subcontractor(s). The EDMP plan shall include a specific plan for registered sex offenders that is consistent with conditions of sex offender supervision and registration requirements. The EDMP shall provide a plan for transportation, housing, and supervision of offenders in the event of fire, flood, weather event, mandatory evacuation or other man-made or natural disaster.
- 14) Notification of Ownership Changes (Governmental Entities Exempt).
 - (a) The Contractor shall ensure that its subcontractors notify the State in writing within thirty (30) days after becoming aware that a change in its ownership has occurred, or is certain to occur. The Contractor shall also ensure that its subcontractors notify the State in writing within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred, or are certain to occur, as a result of a change in ownership.
 - (b) The Contractor shall ensure that its subcontractors:

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

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

II. Responsibilities of the State:

A. Payment for Services.

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

- (a) Contractors shall keep financial records documenting the receipt and expenditure of all administrative funds and maintain these records for a period of three (3) years following the contract period.
 - (b) Semi-annual reports summarizing each quarter's administrative expenditures within each option category shall be provided to the State no later than January 31 and July 30 of each year. The contractor shall submit additional expenditure reports if requested by the State. The Contractor shall use the Colorado Community Corrections Quarterly Administrative Expenditures Summary form, attached hereto and incorporated by reference as Exhibit "G".
 - (c) The Contractor or employees of the Contractor who have responsibility for receipt and/or disbursement of money under this contract shall be bonded or insured to the value of the total allocation in Exhibit "B". Documentation of such bonding or insurance shall be forwarded to the State prior to the disbursement of contract funds.
- 4) The Contractor shall use no more than three percent (3%) of their total residential diversion allocation for condition of probation clients. This may be waived or modified, all or in part, by the State upon request by the Contractor.
 - 5) The Contractor may request funds to supplement the allocations of this contract, under circumstances defined by the Office of State Planning and Budgeting. All requests for supplemental funds are subject to review by the executive and legislative branches of the State and are subject to the provisions of the Reallocation Letter.
 - 6) Reimbursement may be allowed for any additional programmatic funding approved by the Legislature.
- B. Payment for Travel. The State shall reimburse the Contractor for travel at the rate allowed by State Fiscal Rules, when such travel is requested by DOC or approved by the State for the purpose of transporting offenders. The Contractor agrees that all travel to DOC correctional facilities shall be coordinated by DOC prior to the Contractor being reimbursed. The Contractor shall provide the State with monthly travel reports setting forth the date of travel, mileage, destination and offenders transported. Reimbursement for mileage shall be made from the residential transition allocation listed in Exhibit "B." Payment shall be made by the trip, not for each individual offender.
- C. Payment for Leave of Absence. The State shall pay for the following leaves of absence at the full per diem rate, when authorized and approved by DOC or SJB:
- 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 which is to conduct a hearing or assessment regarding the continuation of the offender in community corrections, for a maximum allowable period of three (3) days.
- 3) "Emergency leave" caused by and limited to a serious life-threatening incident in the offender's immediate family, subject to a maximum period of seven (7) days, to be reimbursed at fifty percent (50%) of the regular per diem rate.

D. Noncompliance. The State agrees to allow the Contractor thirty (30) days within which they may correct or justify identified issues, following a notice of non-compliance, unless there is an immediate risk to public safety pursuant to section 11 of the contract. If the identified issues are unresolved within the thirty (30) day period, action may be taken under any applicable provisions of this Contract.

- 1) Notwithstanding any other provision of this contract, the State may on an emergent basis and after appropriate inquiry designate any program or provider receiving funds pursuant to this contract as ineligible to continue to receive such funds when it is demonstrated either:
 - (a) that the current operation of the program or provider constitutes an imminent and significant threat to public safety; OR
 - (b) that the program or provider has demonstrated neglect, reckless disregard, or inability to sustain compliance with the Colorado Community Corrections Standards.
- 2) Designation of ineligibility to continue to receive funds pursuant to section 9) above shall be made with the written concurrence of the Executive Director of the Department of Corrections, the Executive Director of the Department of Public Safety and the State Court Administrator, or their designees.
- 3) The designation of ineligibility to receive funds shall continue until the State finds that the imminent and significant threat to public safety has been abated and is not likely to recur.
- 4) The designation of ineligibility to receive funds shall not prohibit payment for services already rendered.

<See next page for the Basic Operation Requirements>

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 B Therapeutic Community Scope of Work

A. Overview

1. The Therapeutic Community (TC) programs, are intensive residential substance use disorder treatment programs that have a typical length of stay of 9-12 months, followed by outpatient treatment. They are intended for individuals with severe substance use disorders, extensive criminal histories, antisocial behavior, and multiple unsuccessful treatment attempts. TC's are clinical treatment programs licensed by the Office of Behavioral Health (OBH). The TC is a clinical program designed for high risk, high needs clients where certified addiction counselors and/or clinicians at a master's level or above provide treatment services and oversight.
2. In addition to clinical interventions, the purpose of a TC is to provide a residential treatment setting that uses a hierarchical model of treatment stages that include identified commitments and responsibilities that reflect increased levels of personal and social accountability. The TC also uses peer influence to help individuals learn and assimilate social norms and develop prosocial skills. The TC approach is often referred to as "community as method" as it is grounded in the social learning theory. Social learning theory posits that people learn behaviors, attitudes and emotional reactions from one another, via observation, imitation and modeling. The clients living in the TC are considered members of a community. TC members interact in structured and unstructured ways to influence attitudes, perceptions, and behaviors associated with substance use. "Mutual self-help" means that all individuals within a TC assume responsibility for not only their own recovery, but that of their peers, as well, and they hold each other responsible for making meaningful life changes within the context of TC living. This peer support is fostered in residential treatment and continues after the client's transition to aftercare in an outpatient treatment setting.
3. TC programs treat individuals who require one of the following:
 - i. Individuals whose substance use and criminal behavior have eroded social functioning, education/vocational skills, and positive community/family ties. The focus of treatment is to provide rehabilitation through relearning or re-establishing healthy functioning, skills, and values as well as regaining physical and emotional health.
 - ii. Individuals who have never acquired functional lifestyles. For these people, the TC is usually their first exposure to orderly living. Recovery for them involves habilitation—learning for the first time the behavioral skills, attitudes, and values associated with socialized living.
4. Therapeutic Community programs provide a living environment that provides an opportunity to practice, develop, and internalize these skills before they return to living in society using a combination of clinical services including individual and group counseling, evidenced based curricula, didactic learning techniques (discussions, seminars) and social learning techniques (peer feedback, role modeling, and learning by experience).
5. Oversight
 - i. Standards for the operation of a community corrections program can be found in the Colorado Community Corrections Standards (CCCS), Colorado Department of Public Safety, Division of Criminal Justice (most current version.). The TC provider must, at minimum, conform to all applicable *Standards* in that publication or any revised version. The standards and regulations set out in the CCCS are

incorporated into this document and become terms of this scope of work. Copies of the *CCCS* are available from the Division of Criminal Justice (DCJ) at <https://dcj.colorado.gov/colorado-community-corrections-standards-statutes>

- ii. Regulations for licensed residential substance use disorder treatment programs can be found in the *Code of Colorado Regulations - CDHS/OBH Behavioral Health Rules and Regulations, Colorado Department of Human Services, Office of Behavioral Health (most current version)*.

B. Client Populations Served / Admission Criteria

1. The risk principle states that the level of service should match a client's risk of reoffending. The provider shall only accept clients who have been screened by the Standardized Offender Assessment – Revised (SOA-R) at Level 4D (Therapeutic Community) by a referring criminal justice agency or by provider intake staff. Referrals from probation may be assessed at Level 6 (Therapeutic Community) using the Standardized Offender Assessment. Clients shall also meet American Society of Addiction Medicine (ASAM) level III.5 criteria.

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

1. Clients approved for community corrections placements according to the local board and program criteria **AND** Meet criteria for severe substance use disorder, SOA-R Level 4 D and ASAM III.5, and acknowledge they have substance use disorder.
2. Clients who have severe and persistent mental health the last year may not be appropriate for a TC level of care.
3. The provider shall reject cases that are not assessed as needing the TC level of care and shall work with referral agencies to recommend alternative treatment placement for inappropriately referred clients. Under no circumstances shall the provider accept community corrections clients who are clinically inappropriate for TC.
4. Outpatient acceptance criteria – Due to the outpatient component being a progression from residential care, only clients who successfully complete the residential TC will continue with aftercare treatment services through outpatient treatment services. Clients who do not complete residential treatment will be referred to other treatment services.

D. Services

1. Assessments
 - i. The provider shall consider referral agency information, interviews, prior treatment histories, any manifestations of drug or alcohol problems or use, observations and ongoing interaction throughout the program period, results of screening and assessment tools, authorized by the State of Colorado pursuant to CRS 16-11.5-102. Written criteria and procedures for all treatment components must be applied.
 - i. Risk/Need Assessment: In cases where a current and complete SOA-R battery is not made available by a referral agency, the provider shall administer the SOA-R within ten (10) business days of admission and shall be completed in accordance with *CCCS*. The Level of Supervision Inventory shall be updated at a minimum of every 6 months in accordance with *CCCS*.

- ii. Clinical assessments shall be completed within seven (7) business days of client's admission. Assessment shall continue throughout the course of treatment and shall be reviewed and updated at a minimum of every six months.
 - iii. Mental Health Screening as a Responsivity Factor to Risk Reduction
The provider shall screen all referrals for risk of mental illness using the Colorado Criminal Justice Mental Health Screen – Adult (CCJMHS-A). The provider shall refer clients for mental health evaluations accordingly. The provider shall make individualized determinations regarding the extent to which the TC program can effectively address any present needs for mental health services using available programming and local resources. The provider shall administer the CCJMHS-A within ten (10) business days of admission and a referral shall occur in accordance with *CCCS*.
 - iv. Crisis Intervention: The provider shall have policies and procedures to refer clients as necessary to psychiatric consultation and intervention.
2. Individualized Treatment Planning (*For purposes of clarification, the terms, "case plan", "service plan," and "treatment plan" are generally considered to be describing the same document.*)
- i. An initial treatment plan shall be developed per OBH Standards.
 - ii. Staff, in conjunction with the client, shall develop an individualized treatment plan that establishes treatment goals and objectives during the foreseeable transition or rehabilitation period. Due to the clinical nature of the program, the plans may be long-term plans if there are targeted expected dates of completion.
 - iii. Given that TC's are long term clinical programs and treatment plans must adhere to both clinical and *CCCS* standards, treatment plans should be developed within ten (10) business days after assessment and follow all OBH "Service Planning Requirements." Treatment plans shall include goals based on current screening and assessment, gender responsive issues and substance use disorder needs. These plans will address responsivity factors, engaging clients in community support, and addressing actuarially assessed criminogenic risk factors per *CCCS*.
3. Treatment Plan Reviews and Updates
- i. Residential: Treatment plan reviews shall occur in accordance with *CCCS* Client Treatment Monitoring Standard and OBH Service Planning Revisions and Reviews standards. Treatment plans shall be reviewed and updated, at a minimum, once every 30 days. The review will include progress made toward identified goals, any adjustments made to the plan, and clients will sign the reviews.
 - ii. Outpatient and Non-Residential/Post Graduate Services: Treatment Plan reviews shall be reviewed and updated at a minimum of every 6 months and in accordance with OBH Standards. More frequent reviews can occur should a significant change in client's functioning take place. Outpatient and Non-Residential will document at least monthly the client's engagement in treatment, attendance in services, and progress toward current goals. Outpatient clients will move through a phase system. Phase work can be described as a blend of therapeutic work/tasks, community involvement, core security compliance, and the demonstration of financial stability. Clients who are still serving a sentence past completion of graduate phase (or administrative level 7) will move to Postgraduate phase (administrative level 8) which can last until sentence completion.
4. Individual Counseling

- i. Residential
 - i. Counselors will meet with their clients at a minimum of one time a week, per OBH standards, to provide individual counseling as well as feedback toward treatment plan goals. Individual counseling sessions may only be provided by a CAC II or above, master's level clinician, or licensed clinician. Although these sessions are clinical in nature they also serve to meet CCCS standards related to IMPACT Sessions.
 - ii. Outpatient/Non-Residential
 - i. Counselors will meet the same qualifications as residential counselors and will meet with their clients per frequency levels based on the client's phase per CCCS standards related to IMPACT Sessions. Graduate phase clients will be seen twice per month, and Post Graduate phase clients will be seen once per month. Individual counseling dosage may increase based on client request, need, and/or counselor judgement when clinically warranted. This will be documented and updated in the clinical assessments and treatment plan.
5. Curricula/Group Counseling
- i. Curricula shall include that which is cognitive-behavioral, evidence-based or considered a promising practice and that which is responsive to the unique factors of the population (e.g. process groups, gender responsive treatment and trauma informed care). Curricula shall address both substance use and criminal conduct in an integrated and balanced manner.

The provider shall incorporate the evidence-based Principles of Effective Intervention (National Institute of Corrections) into the programming. This is to include, at a minimum, assessing risks and needs; targeting interventions; motivational enhancement, directed skill practice, increasing positive reinforcement, and engaging pro-social community support into the group and individual therapy components of the TC program. Clinicians should incorporate formal and structured motivational enhancement techniques into group facilitation and settings and in individual therapy. Group counseling will be provided by *OBH 21.210.1 Agency Staff Qualification and Training*.

6. Behavioral Interventions
- i. Behavior Specific Assignments: As needed, clients are addressed on behaviors or rule violations within 24 hours. These assignments/interventions are facilitated by staff. The behavior is documented, clinical justification is given for the assignment, and tasks are assigned to the client so that they can learn new coping strategies or skills, change negative thinking practices, and process why the behavior affects their recovery and others around them. Client's behavioral assignments are placed in the client's chart. Behavioral specific assignments may incorporate client feedback and are approved by staff.
7. Psychoeducational
- i. Clients may engage in psychoeducational groups provided either by a staff member or an outside agency. These groups can be completed by non-clinical, qualified staff or agencies.
8. Structured family/community engagement

- i. When clinically indicated, clients may participate in groups or meetings with family members. In a TC, clients typically do not engage with family members until they have reached a designated phase. Incorporating family supports will be facilitated per program criteria.
- ii. Community Engagement is an important aspect of treatment and clients are encouraged to participate in community give back and volunteer projects. Clients will also be required to go on social passes with a peer and build a community support system through their pass privileges. As a part of community engagement, clients will be required to attend outside support groups such as NA, AA, CA, etc. and find a sponsor.
- iii. Through community reinforcement, TC's manage client's criminogenic needs. A TC's concept of community as method realigns and actively engages prosocial supports for clients within the therapeutic community.

E. Clinical Notes/Documentation

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

F. Dosage:

1. Direct Therapeutic / Clinical: All residential TC clients will receive 5 hours of direct clinical (group or individual counseling sessions) contact per week per OBH Standards.
2. Outpatient: All outpatient/non-residential clients are required to attend a dosing schedule dictated by their current phase and must align with CCCS Standards which changes and decreases in intensity as clients succeed and progress in the program. Individual sessions will be at least 30 minutes in length. All therapeutic groups will be at least 1.5 hours in length.
3. Additional treatment: May occur through didactic or educational services, self-help groups, life skills, structured recreation facilitated by a qualified volunteer or staff, behavioral interventions, or other supportive services to meet the high needs of the clients that are served in a TC.
4. Outpatient and Nonresidential: Current phase requirements dictate the following dosing related to group therapy: Phase A clients attend two therapy groups per week; Phase B clients also attend two therapy groups per week; Graduate phase clients attend one therapy group per month and one outpatient activity per month. Nonresidential or Post Graduate clients have no group requirements. All outpatient therapy groups will run a minimum of 1.5 hours in length and be facilitated by *OBH 21.210.1 Agency Staff Qualification and Training*.

5. Group dosing hours may increase based on client request, need, and/or counselor judgement with documented clinical rationale.

G. Structured Therapeutic Community Feedback

1. Structured feedback may occur via the above listed services or through the following:
 - i. Social learning: Clients learn and acquire new behaviors by observing others and through direct instruction. Through direct experiences in the milieu, clients learn prosocial skills and upper phase clients model positive behavior. Additionally, staff and clients provide verbal instruction regarding prosocial behaviors and instruct clients on how to engage in that behavior. The positive peer culture encourages lower phase clients to change.
 - i. Weekly Assignments (Residential only): Required for clients in Orientation through Phase II in order for clients to facilitate progress on identified issues and behaviors. Assists clients with utilization of program tools and new coping skills as well as advancement toward treatment plan goals.
 - ii. Peer Feedback Processing Group: These groups are clinical process groups and are facilitated and documented by qualified staff.
 - iii. Formal Feedback: Formal feedback is given to clients regarding the current behavior the client is displaying. The client is provided immediate verbal feedback regarding behavior, how it relates to their addiction or treatment needs, and future behavior. This can be observed in the milieu.
 - a. Upper phase clients: Clients may receive guidance from clients who serve as role models of pro-social behavior within the milieu. Clients, through community as method, will address one another on both pro-social and negative behaviors. This can be observed in the milieu.
 - iv. Encounters and Meetings:
 - i. Encounters: May be client or staff led and are designed so that clients may share experiences and ideas with one another regarding social learning experiences or shared issues that clients are working on. This may be observed in the milieu or documented in a milieu note.
 - ii. Meetings: Clients are able to work on their phase commitments and share with their peers their accomplishments as well as issues they need to continue to work on. This can be observed in the milieu.

H. Level System

1. Phase Commitments:
 - i. Each phase of treatment has a number of commitments that are clinical in nature to assist clients to create positive pro-social thought patterns and behaviors. Additionally, phase commitments outline privileges and responsibilities that are earned in each phase as well as steps the client must take to complete the phase in order to reach the next level of treatment. These steps may include action items or assignments that clients must complete in their perspective phase. Clients meet weekly with counselors and will review their progress toward completion of phase

commitments. Phase completion dates will be clearly documented and progression will occur when commitments are met.

2. Completion of Individualized Treatment Plan Goals:

- i. Clients are all given an individualized treatment plan per OBH standard and CCCS standards. Goals are set with targeted completion dates. Plans to complete clinical goals may be specific to when a client is in a particular phase of the program or may be ongoing and related to successful completion.
- ii. Outpatient and Non-Residential:
 - i. Clients SOA-R assessments will follow them from residential placement as a continuum of care. These assessments will be used to collaborate on goal statements and an initial treatment plan in accordance with OBH and CCCS Standards. Outpatient/non-residential plans are reviewed at a minimum of every six months or at phase change if client remains stable.
 - ii. Clients in non-residential services work through a series of phases designed to gradually allow them to take ownership of their change processes and transition from professional services to build natural supports.
 - iii. Clients in non-residential must complete “commitments” (therapeutic tasks), meet counseling dosing requirements for their current phase to advance in phase. Outpatient phases are as follows along with their equivalent monitoring level: Phase A (level 5=Outpatient), Phase B (level 6=Outpatient), Graduate (level 7=Outpatient), and Post Graduate (level 8=Nonresidential).
 - iv. Clients in Graduate phase (level 7 Outpatient) continue to be seen for all OTC services albeit at a level that is less intensive than earlier phases.
 - v. Clients in the post Graduate phase (level 8 Nonresidential) are considered to be in a “monitoring” phase as they work toward completion of sentences. These clients are still considered to be active in the program and remain in good standing via compliance with minimal counseling and continued supervision requirements. Post Graduates can remain in the program indefinitely as they work on completion of all outstanding sentences.
 - vi. Clients can choose to remain in treatment past completion of all legal mandates. Such clients are able to customize their services with counselor input and are deemed self-pay clients.
 - vii. Outpatient and Non-Compliance: Clients who are deemed to be out of compliance with program and corrections mandates may be kept at an outpatient level, regressed to residential, or returned to custody based on assessment and collaboration with probation or parole officer. (Refer to Discharge Criteria section 4. i)

3. Follow-Up Referral Services

i. Referral to Outpatient

- i. All clients who successfully complete treatment (successful completion is defined as progressing through all phases of treatment via completion of phase commitments as well as completion of treatment plan goals- see discharge criteria) are transitioned to outpatient treatment services.

Residential staff will provide referral information to the Outpatient Therapeutic Community. A transition date will be coordinated and clients will meet with outpatient staff prior to movement to assure understanding of program rules, transitional housing responsibilities, etc.

- ii. Referral for clients not remaining in the TC continuum
 - i. Clients who have completed their sentence and choose not to continue with outpatient treatment/non-residential services will be referred to outpatient treatment options within the community where they will be residing. Staff will assist with the continuing care process to include, but not limited to scheduling the intake with another provider to assure that gaps in services do not occur. Staff will assist the client in developing a plan to address housing, parenting needs, and employment needs if applicable.
 - ii. It may be determined that the TC is no longer a suitable placement for a client. If treatment other needs are identified, the TC will advocate for the client and make treatment recommendations based on their individual clinical needs. This may include transferring the client to another level of care or therapeutic service. If a transfer to a different level of care is needed, the TC will work with the referring county/Probation Officer or Parole Officer to develop an appropriate plan.

4. Discharges

- i. Discharge Criteria: The provider shall develop and utilize discharge criteria that are consistent with current OBH Rules. Provider shall have measurable criteria to support discharge to a different level of treatment and/or supervision. Discharge criteria shall be applied consistently for all clients, and support services for continuing care should be developed in accordance with OBH Rules as well as individual client needs.
- ii. Discharge Summary: The provider shall create a discharge summary (for both successful and unsuccessful terminations) that includes a review of the treatment plan, objectives, and progress demonstrated by the client. The summary shall also describe the reason for termination and recommendations for continued supervision and aftercare treatment by the referring agency.

I. Supervision and Monitoring

1. Substance Use Testing

- ii. The provider shall be capable of testing for drug use with a system that complies with appropriate standards for accuracy and proper evidence handling. One urine drug screen will be required upon admission as specified in *CCCS*. Interim urinalysis testing shall be completed in accordance with *CCCS*.

2. Off-Site Monitors

i. Furloughs/Passes

- i. In general, TCs will at minimum monitor clients per *CCCS*. Due to TC's serving high risk, high needs clients with chronic relapsing disease furloughs will not be granted for more than 18 hours and will only be granted for extenuating circumstances. Clients will be monitored three times per day, not to exceed more than 12 hours between monitors. This will apply to emergency furloughs as well. The TC sees this as support versus monitoring, as staff may check in with clients to determine if they

are triggered, to check on medical interventions, and to provide brief intervention as necessary.

- ii. Residential: Staff supported passes do not require verification if reflected on the sign out record. Peer supported passes are considered opportunities for verification, if the pass meets other requirements for opportunities. The program shall have a policy and procedure documenting when staff are present.

Table CS-040: Level	Work Monitors	Pass Monitors
Level 1	Non-applicable	1x/week
Level 2	Non-applicable	1x/week
Level 3	Non-applicable	1x/week
Level 4**	1x/week	2x/month

***Work Monitors: Any working residential client shall be considered a Level 4 for the purpose of this item.*

Employment Status Update CD-200	
Level 4	1 per month
Level 5 Transitional and Independent Housing	1 per month
Level 6	Quarterly
Level 7	Quarterly
Level 8	Quarterly

4. Home Visit

- a. The program will have policies and procedures outlining transitional housing. These policies at a minimum will address:
 - i. who is eligible
 - ii. how long clients may reside
 - iii. expected behaviors of clients while in housing
 - iv. program staff monitoring of housing
- b. Initial home visit required prior to moving to independent living.
- c. Transitional Living House Protocols: Outpatient clients who are living in the facility will be subject to the following processes in lieu of residence checks. Staff will conduct a bi-monthly house meeting and facility inspection. Staff will use the house meeting to discuss client compliance with house rules, to make sure that essential chores are taking place, and to resolve any minor issues between house mates. Staff will also complete visual room inspections to assess for compliance with cleanliness standards and to screen for contraband. Staff shall remove any contraband found and report any and all infractions to OTC program coordinator. Staff shall document both client attendance at house meetings and compliance with transitional house rules. Residence checks shall be documented according to policy. All clients moving out of the transitional housing facility for independent living will be subject to the CS-044 Standard related to Residence checks.

5. General Staff Selection Criteria and Program Staffing

- a. Qualifications referred to in this section, including education, professional credentials, training and supervision, and work experience shall be in

- accordance with Addiction Counselor Certification and Licensure Standards of the *OBH Rules and Regulations*.
- b. Staff Role Clarification: All staff interacting with clients shall be trained in security functions to meet *CCCS*.
 - c. Staff shall be formally trained and have competency in program curricula and structured interventions used. Training for specific interventions and curricula should be formalized and structured training provided by an original or formally authorized source. Clinical staff shall be trained and have competency in all manualized and structured curricula, cognitive-behavioral therapy, risk/needs/responsivity and motivational techniques per their assigned duties.
 - d. Non-Clinical Staff:
 - i. Primarily provide supportive services to clinical staff and milieu monitoring and management. Their primary duties include *CCCS* Client Supervision.
6. Documentation of training records shall be subject to audit/review and shall be maintained in personnel files. Staff training shall be consistent with the requirements of relevant provisions of the *CCCS*.
7. Staff Development and Quality Assurance:
- a. Program Specific Training:
 - i. Program staff shall be trained per the assigned clinical function and will be trained in TC techniques and in accordance with *CCCS*.
 - ii. Clinical staff shall be trained per the assigned clinical function and will be trained in TC techniques, OBH required trainings, screening and assessments when appropriate per job function, and motivational interviewing techniques.
 - iii. Documentation of training records shall be subject to audit/review and shall be maintained in personnel files. All on-going staff training shall be in accordance with *CCCS* and OBH standards.
 - b. Clinical Supervision: The provider shall be responsible for documenting compliance with clinical supervision and/or consultation of all clinical staff as required and defined by OBH standards.
 - c. Coaching and Fidelity: Shall align with *CCCS* and shall be inclusive of TC practices.

OPTION ALLOCATION LETTER**EXHIBIT C****CT #**

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

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

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

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

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

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

\$ _____ for Treatment Support

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

\$ _____ for Community Corrections Board Administration by the Contractor,

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

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

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

By: Joe Thome, Director

Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Public Safety

Date: _____