

AGREEMENT

THIS AGREEMENT ("Agreement") is 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 is desirous of securing certain services from the Contractor pursuant to the fiscal year 2019/2020 contract between the City and the Colorado Department of Public Safety, Division of Criminal Justice, and fiscal year 2019/2020 contracts between the City and the Colorado Department of Corrections, for the purpose of administering and implementing an effective community corrections program, made pursuant to the provisions of C.R.S. Section 17-27-101 et. seq., as amended; and

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

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

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

I. SERVICES TO BE PROVIDED:

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

- A.** The Contractor shall submit an annual description of services, by September 1, 2019, to reach compliance with the Colorado Community Corrections Standards for the provision of services to 1) offenders referred by the Department of Corrections (DOC), 2) offenders sentenced and referred by State Judicial Branch (SBJ), 3) offenders referred by the State Board of Parole, or 4) offenders referred by the SJB pursuant to Section 19-2-907(1)(b), Section 19-2-908, and Section 19-2-910, C.R.S. as amended.
- B.** Contractor shall comply with all aspects of the Statement of Work and the Basic Operational Requirements of Community Corrections Providers attached hereto and

incorporated herein by this reference as **Exhibit A**. 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**.

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

1. Meet, maintain and comply with all applicable rules and regulations, policies, procedures, standards and guidelines as are adopted by the Denver Department of Safety and/or the Denver Community Corrections Board, including the Colorado Community Corrections Standards and the Facility Payment Funding Plan as amended for FY 2019/2020.
2. Pursuant to the rules, policies, procedures, standards and guidelines adopted by the said Department and/or Board, review Clients referred by the Second Judicial District Court Judges or the Colorado Department of Corrections, as appropriate, and accept or reject said Clients for the delivery of community correctional services at a time mutually agreeable to the parties, and at such a place as may be designated by the said Department and Board.
3. The Contractor shall develop and maintain, in conjunction with the City, an Emergency Disaster Management Plan (EDMP) that provides contingency response in the event of a disaster or other emergency for all residential and non-residential offenders. The EDMP shall include a specific plan for registered sex offenders consistent with conditions of sex offender supervision and registration requirements. The EDMP shall provide a plan for transportation, housing and supervision of offenders in the event of fire, flood, weather event, mandatory evacuation or other man-made or natural disaster(s).
4. Maintain individual files for each Client participating in the Contractor's program as required by DOC/SJD. The individual files shall be maintained in a secure area, in a locked file cabinet or safe. Such files and criminal history records shall be maintained and disseminated pursuant to Sections 24-72-201 through 205, CRS, and Sections 24-72-301 through 308, CRS; and in compliance with Title 28 of the Code of Federal Regulations.
5. Provide such reports as are, or may be required by the City during the period of this Agreement.
6. Make its files available for review and inspection by the City or the Division of Criminal Justice, to assure that the Contractor is providing the services required by this Agreement. Contractor must submit a written corrective action plan to the City within timeframes established. Contractor must further address any identified deficiencies within timeframes established by the City.

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

At a minimum of no more than four (4) hours after the discovery of an unauthorized absence of a Client, Contractor shall notify the appropriate supervisory agency, and as required, local law enforcement agencies. Within one (1) business day after the above notification, the Contractor will provide a subsequent written notification to the Denver District Court Probation Department or the Colorado Department of Corrections, as appropriate, about the occurrence of the unauthorized Client absence which will include Client name, name of Contractor personnel observing the absence, the time the absence was discovered and the subsequent status of the Client. The Contractor will be compensated at the full rate for the day on which the Client escapes.

9. Submit vouchers to the City for services provided on such forms and in such manner as the City may require.
10. Obtain prior written approval from the City before providing any additional services or evaluations not included within this Agreement.
11. Allow the City to inspect the facilities and services provided by the Contractor to observe the conditions under which the Clients are housed and treated.
12. Provide documentation of each Client's physical presence daily while signed into the facility. Such documentation shall provide Client name, date and time of physical observation attempt, signature of Contractor personnel providing the physical verification, and the designation of Client's status.
13. Provide for emergency medical services for all Clients in the program and immediately notify the supervising probation officer or parole agent if an emergency has arisen.
14. Provide documentation of each Client's physical presence at place of employment, education/training site, or other locations of Client activity away from residential facility (e.g., medical appointments, therapy session, etc.). Client's off site location shall be randomly monitored at least once in each calendar week, exclusive of job search and furlough monitoring. The

Client's off-site location shall be monitored with at least two (2) work and two (2) pass verifications each month

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

15. Inform the City of action taken on all initial referrals.
16. Provide information upon request of the supervising probation officer or parole agent regarding the activities and adjustment of individual referrals.
17. Collect, maintain and make available to the City ongoing data regarding Client's employment, alcohol abuse, drug abuse, psychological problems and treatment, vocational or academic education needs and services, re-arrest or other criminal activity and restitution, pursuant to addressing the goals of the program.
18. The Contractor shall provide a written annual plan outlining use and distribution of allocated Correctional Treatment funds for FY2019/2020.
19. Insure that authorized Client leaves or absences from project facilities over seventy-two (72) hours will only occur after notification and approval of the supervising probation officer or Colorado Department of Corrections agent.
20. Verify and document by Contractor personnel the location and Client presence at destination areas for Clients on leave or furlough from Contractor supervision, identifying time, date and project person making the verification.
21. Document in writing all court ordered actions (e.g., restitution) treatments or services provided within the Contractor's service delivery capability or through Contractor referral services, identifying Client attendance or compliance, the time and date of the action and the name of the witnessing Contractor person.
22. Provide a written report about Client progress to the District Court Probation Department, 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:
 - a. Client name;

- b. Referring judge;
 - c. Period of placement;
 - d. Actual termination date;
 - e. Reason for termination;
 - f. Chronological listing of employment or schooling (training) attended with outcome comments for each entry;
 - g. Chronological listing of rules infractions with action taken on each infraction;
 - h. Summary of income earned, taxes paid, family support, personal subsistence and restitution paid;
 - i. Chronological listing of services or treatment provided, duration of service and outcome comments;
 - j. Designation of location of residence after release from Community Corrections.
24. Provide access for inspection and allow the agents of the Division of Criminal Justice, State Department of Corrections, State Judicial Department, State Health Department and the City to inspect with or without notice, the facilities and services provided by the Contractor to determine the conditions under which the Clients are housed and treated.
25. Perform periodic and unscheduled chemical tests to determine the use of drugs by Clients in the Contractor's residential facility, if any such facilities are maintained by the Contractor. Records and results of each test shall be included in the Client's case file.
26. Within two (2) hours, notify the supervising probation officer or correctional agent and the Board if the Contractor knows a Client has been arrested by or is in custody of federal, state or local police or law enforcement authority. The Contractor will be compensated at the full rate for the day on which the Client is arrested or taken into custody.
27. Keep all records of Clients' confidential and ensure that they are not subjected to public disclosure to the extent provided by law.
28. Provide twenty-four (24) hour-a-day, seven (7) days-a-week awake staff supervision of the Clients assigned to the facility consistent with the City's

ordinance and standards promulgated by the Colorado Division of Criminal Justice.

29. The Contractor will ensure a minimum of two security staff are present and security functions are the primary duty, regardless of facility size/capacity. Each facility with zoned capacity of 90 offenders or more will require a minimum of three security staff on duty during all daytime, operating hours. Daytime hours are defined as 8am to 10pm.

In addition to minimum security staffing patterns, additional security staff may be required during peak hours. Each facility shall, in consultation with the Department of Safety/Division of Community Corrections, evaluate and determine a staffing pattern Monday through Friday between the hours of 4pm to 10pm. Peak hours are defined as the evening shift between 4pm - 10pm when offenders are returning to the facility and there is considerable activity in the facility.

Due to the milieu of a Therapeutic Community, the aforementioned 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.

30. Maintain an accurate fiscal accounting of all Clients assigned to the facility or otherwise participating in the Contractor's community corrections program including, but not limited to: gross earning, net 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.
31. Charge each Client participating in the program a reasonable daily fee on an ability to pay basis. The maximum charge to a Client shall not exceed the maximum set forth by the Colorado Division of Criminal Justice in its contract with the City and County of Denver, through which funds for the Agreement herein are authorized. The Contractor shall submit all billing to the City by no later than the 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.
32. 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
33. Comply with the requirements of C.R.S. § 17-27-101 et. seq., all local health,

fire, licensing, building and zoning ordinances and regulations, and the Colorado Community Corrections Standards. Further, the Contractor shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

34. The Contractor shall comply with all applicable Titles of the Prison Rape Elimination Act of 2003 (PREA). (PREA; Public Law 108-79).
35. The Contractor may receive from, disclose to, or create on behalf of each other certain health or medical information (“protected health information” or “PHI” as defined in 45 C.F.R 164.501) or substance use records as outlined in 42 C.F.R. part 2 in connection with the performance of this Agreement. Use or disclosure of this PHI or substance use records is subject to protection under state and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), Confidentiality of Substance Use Disorder Patient Records (“Part 2”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “Regulations”). The Contractor specifically agrees to take such action as is necessary to implement the requirements of the Regulations, and other applicable laws relating to the security and confidentiality of PHI and substance use disorder records.
36. Since this Agreement consists of personal services, the rights and duties arising hereunder may not be assigned, delegated, or subcontracted out without the consent of the City. The Contractor shall be bound by the funds provided to the City for the fiscal year governing this Agreement, incurred in the operation of the program.

II. TIME OF PERFORMANCE:

The term of this Agreement is understood and agreed to commence **July 1, 2019** and run through **June 30, 2020**.

III. CONDITIONS:

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

- A. **Establishment and Maintenance of Records:** Records and reports, whether fiscal accounting or expositive, shall be maintained in accordance with the requirements prescribed by the Department in consultation with the Board and required by the City; such records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

- B. Documentation of Cost:** All costs hereunder shall be evidenced by vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- C. Reports and Information:** At such times and in such forms as the City may require in its sole discretion, there shall be furnished to the City such statements, records, data and information as requested as pertaining to matters covered by this Agreement.
- D. Audits and Inspections:** All fiscal and expositive records and reports associated with this Agreement shall be subject to audit review by the Auditor of the City. Contractor agrees that any duly authorized representative of the City, including the City Auditor or the City Auditor's representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement. Upon request of the City the Contractor will initiate an independent fiscal audit of the services provided for under this Agreement. The official report of said audit shall be delivered to the City within ninety (90) days of its initiation. Costs for such audits requested by the City will be provided totally by the Contractor.
- E. No Discrimination In Employment:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.
- F. Unearned Payments:** Unearned payments under this Agreement may be suspended or terminated upon refusal by the Contractor to accept the terms, conditions and covenants of this Agreement and any additional conditions that may be imposed by the State or the City through laws, ordinances regulations and/or by-laws enacted by the State or City.
- G. Taxes, Permits, and Licenses:** The Contractor agrees to pay promptly all taxes, excises, licenses fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses, municipal, state or federal, required for the conduct of any of its business activities, and further agrees not to permit any of said taxes, excises or license fees to become delinquent nor to allow any of such licenses or permits to lapse or expire or be suspended, revoked or cancelled. The Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of all required licenses and all taxes. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its

operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of the City under this Agreement.

- H. **No Authority to Bind City on Contracts:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

- I. **Venue, Governing Law:** Notwithstanding any other term, condition, or covenant hereof, each and every term, condition, and covenant herein is subject to and shall be construed in accordance with the provisions of applicable federal law, Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such law, together with the Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

- J. **Use, Possession or Sale of Alcohol or Drugs:** The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

- K. **Coordination and Liaison:** The Contractor agrees that during the term of this Agreement it shall fully coordinate all services hereunder with the City, including the Director of Community Corrections or designee (“Director”) or as otherwise directed by the City. The Contractor understands that the Director is the City's representative under this Agreement through whom contractual services performed under this Agreement shall be coordinated. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the Director shall become the property of the City. The Contractor also agrees to allow the City to review any of the procedures used by it in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder, in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement.

- L. **Payment:** The City agrees to pay the Contractor and the Contractor agrees to accept as full and total compensation for the services performed hereunder, an amount of money which shall not exceed **Four Million Two Hundred Seventy Thousand Three Hundred Eighty Dollars and 12/100 Cents (\$4,270,380.12)** from those monies appropriated for the purposes of this Agreement by the State of Colorado, pursuant to, as appropriate, the State Division of Criminal Justice 2019/2020

Community Corrections Contract with the City and/or the State Department of Corrections 2019/2020 Community Corrections and Adult Parole Contracts with the City, and paid thereto into the Treasury of the City. The Contractor shall request payment of the monies available hereunder on such basis and in such amounts as are not inconsistent with the requirements of the City and the State. It is expressly understood and agreed that the obligation of the City for all or any part of payments provided for herein, whether direct or contingent, shall only extend to the said monies appropriated by the State pursuant to such contracts, actually paid to the City, appropriated for this Agreement by the Denver City Council and encumbered for the purpose of the Agreement. It is expressly understood that the City has no obligation to provide, directly or indirectly, community corrections services in excess of those provided through such State funding. The parties understand that the City reserves the right not to accept supplemental funding from the State pursuant to the said 2019/2020 State contracts and that the amount payable from the State to the City may be adjusted up or down by Allocation Letter or Funding Letter pursuant to **Exhibit A** hereof. The Contractor therefore recognizes and agrees that the amount stated in this Subsection L. shall constitute the maximum amount payable to the Contractor under this Agreement, unless an amendment to this Agreement is duly executed increasing such amount.

1. The City agrees to compensate the Contractor for the delivery of residential community corrections services in accordance with the following reimbursement terms:
 - a. At a rate per Client day of residential services for each day of services delivered during a calendar month, which has been approved by the Colorado State Legislature. (A Client day of residential services shall be interpreted to be a twenty-four (24) hour calendar day wherein a Client placed in the Contractor's program is supervised, housed and maintained in accordance with the program and services described in the proposal to this Agreement, on file in the City Clerk and Recorder's Office); and
 - b. At a rate for each unit of nonresidential service delivered to a lawfully assigned Client not residing in the residential facility of the Contractor which has been approved by the Colorado State Legislature.
2. The Contractor's attention is drawn to Section B 4 of the appropriate funding contract under **Exhibit A** hereto, which provides that up to four percent (4%) of total residential transition, residential diversion, and diversion non-residential allocation funds may be utilized by the City for administrative purposes.
3. During the period of this Agreement the "Contractor" will be reimbursed on a monthly basis upon the receipt of a proper billing.

4. The Contractor will not be paid for the first day a Client participated in the program, but shall be compensated the last day of the Client's participation. The City agrees to withhold funds when the City determines that the program or facilities of the Contractor are not in compliance with this Agreement. Upon a reasonable determination by the City that the Contractor and facility have returned to compliance, all payments shall be continued and Contractor shall be paid for all work properly performed. In the event the Agreement is terminated as a result of facilities failure to maintain compliance with this Agreement, City shall pay Contractor for all work properly performed, including any non-cancelable obligations, up to the date of the City's determination that the Contractor and facility are no longer in compliance with the Agreement. Over-payments made by the City in the event of non-compliance, shall be immediately returned to the City by the Contractor, upon written demand.

5. The City will only pay for the following leaves of absence, as authorized and approved by the Colorado State Department of Corrections (DOC) or the State Judicial Department (SJD):
 - a. "On-grounds leave" based on a pass earned by the Client for a short period of time, ranging from one (1) hour up to a weekend consisting of forty-eight (48) hours. An additional twenty-four (24) hours and/or travel time for out-of-town Clients may be approved by the appropriate probation or parole officer.
 - b. "Off-grounds leave" for the purpose of which is to conduct a hearing or assessment regarding the continuation of the Client in community corrections, for a maximum allowable period of three (3) days.
 - c. "Emergency leave" caused by and limited to a serious life-threatening incident in the Client's immediate family, subject to a maximum period of seven (7) days, to be reimbursed at fifty percent (50%) of the regular per diem rate.
 - d. "Absence Due to Arrest" notify DOC/SJD and the Board immediately if they know a Client has been arrested and/or is in the custody of federal, state, or local authorities. If the Contractor has requested and received prior written permission from DOC/SJD, the State shall compensate the Contractor at full rate for the day on which the Client is arrested, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for maintaining the availability of a position during the Client's absence.

M. No Third Party Beneficiaries: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor,

and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person or entity on such Agreement. It is the express intention of the City and the Contractor that any person or entity, other than the City or the Contractor, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

N. Status of The Contractor: It is understood and agreed by and between the parties hereto that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in section 9.1.1. E. (x) of the Charter of the City, and it is not intended, nor shall it be construed, that the Contractor is a department of the City, or that any employee, officer, or subcontractor of the Contractor is an employee or officer of the City under Chapter 18 of the Denver Revised Municipal Code for the purposes of workers' compensation, unemployment compensation, or for any purpose whatsoever.

O. Conflict Of Interest:

1. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.
2. The Parties agree that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Parties represent that they have 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 either Party by placing the Party's own interests, the interests of any principal of the Party or the interests of any party with whom the Party has a contractual arrangement, in conflict with those of the other party. The affected Party, in its sole discretion, shall determine the existence of a conflict of interest, which shall be deemed a material breach or default of this Agreement and may terminate this Agreement in the event such a conflict exists after it has given the other party written notice which describes the conflict. The affected Party shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the affected Party.

P. Insurance:

1. **General Conditions:** The Contractor, as a self-insured Colorado governmental entity covered by the Colorado Governmental Immunity Act, agrees to provide coverage up to the limits of the Colorado Governmental

Immunity Act. The Contractor shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees while performing their professional duties to the full extent allowed by law. Notwithstanding the foregoing, nothing in the Agreement is a limitation or waiver of the application of the Colorado Governmental Immunity Act set forth in § 24-10-120 to any claims resulting from the performance of the University of Colorado, its employees or agents under this Agreement.

2. The Contractor shall provide a Certificate of Insurance at the request of the City. Contractor certifies that that certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement.
3. Any subcontractor shall provide insurance coverage as required by the City unless said subcontractor is an entity of the State of Colorado and covered by the Colorado Governmental Immunity Act.
4. The Contractor shall provide Workmen's Compensation coverage as required by statute.

Q. Colorado Governmental Immunity Act: The parties hereto understand and agree that the Parties are relying upon, and have not waived, the monetary limitations (presently \$350,000 per person, \$990,000 per occurrence) and all other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

R. Liability: Contractor shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees while performing their professional duties to the full extent allowed by law. Notwithstanding the foregoing, nothing in this Agreement is a limitation of waiver of the application of the Colorado Governmental Immunity Act set forth in § 24-10-101 to § 10-10-120 to any claims resulting from the performance of the Institution, its employees or agents under this Agreement.

S. When Rights and Remedies Not Waived: In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, condition, or covenant or any default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, conditions, or covenants, of the Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.

T. Proprietary or Confidential Information; Open Records:

1. **Confidential 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 Parties agree that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Contractor or by the Contractor to the City shall be held in confidence and used only in the performance of its obligations under this Agreement. The Parties shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent person 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 or to the City by the Contractor. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

2. **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement, the Parties agree not to disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Parties further acknowledge that by providing this Proprietary Data of confidential information, they are not granting to the other party any right or license to use such data except as provided in this Agreement. The Parties further agree not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Director.

The Parties agree, with respect to the Proprietary Data and confidential information, that: (1) the Parties shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (2) the Parties shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (3) the

Parties 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 other Party.

3. **Employees and Subcontractors:** The Parties 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 Parties 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.
4. **Disclaimer:** Notwithstanding any other provision of this Agreement, the Parties are furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Parties are hereby advised to verify its work. The Parties assume no liability for any errors or omissions herein. Specifically, the Parties are not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Parties agrees to contact the other Party immediately.
5. **Contractor’s Information:** The parties understand that all the material provided or produced under this Agreement by the Contractor may be subject to the Colorado Open Records Act and/or the Colorado Criminal Justice Records Act, and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its documents which it reasonably believes is proprietary or confidential under such Act(s).

The obligation of non-disclosure and no-use shall not apply to the following:

- (a) information that is or becomes publicly available through no fault of the affected party;
- (b) information that is already independently known to the affected party, provided that the other party is advised promptly upon discovery that the information is already independently known as indicated by the affected party’s written records;
- (c) information that is disclosed on a non-confidential basis by a third

party with the legal right to do so; or

(d) information required to be released by any governmental entity with jurisdiction provided that the affected party notifies the other party prior to making such release of information.

(e) The obligations under this Article shall survive and continue for six (6) years after termination of this Agreement.

- U. **No Construction Against Drafting Party:** Each of the parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions, have been prepared by a particular party.
- V. **Subject to State Contracts:** This Agreement is subject to the terms and conditions of the said Department of Public Safety, Division of Criminal Justice, FY 2019/2020 Community Corrections Contract with the City, and the State Department of Corrections 2019/2020 Community Corrections Contract with the City, as they may be amended or modified by allocation letters or funding letters, all of which are incorporated herein by reference as **Exhibit A**. **However, as a State entity the University of Colorado shall not be subject to Sections 8.D. Incident Notice and Remediation, 12.A.i.c. Damages and Withholdings and 17.T. Indemnification of said Exhibit A.** The Contractor is advised to carefully review the terms and conditions of such State Contracts.
- W. **Disputes:** All disputes of whatever nature between the City and Contractor regarding this Agreement, including but not limited to disputes involving breach or default of the Agreement, shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code § -106(b), *et seq.* For the purposes of that procedure, the City official referring a final determination may be the City's Director.
- X. **Americans With Disabilities Act; Rehabilitation Act:** The Contractor shall cause all Community Corrections facilities owned and/or leased by it pursuant to this Agreement to be inspected and analyzed by competent knowledgeable inspection personnel and legal representatives for compliance of such facilities with all applicable titles of the Americans With Disabilities Act (ADA) and, as applicable, the Rehabilitation Act. All operations of the Contractor hereunder shall also be conducted in compliance with the ADA and as applicable, the Rehabilitation Act. The Contractor shall submit documentation as required by the City to demonstrate compliance with these Acts.
- Y. **Immigration Reform Control Act:** The Contractor shall comply with the Immigration Reform Control Act in all hiring practices undertaken pursuant to this Agreement.

Z. Survival of Certain Agreement Provisions: Except as set forth in Part III (T)(6) above, the parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).
2. The Contractor certifies that:
 - a. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. The Contractor also agrees and represents that:
 - a. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - b. It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - d. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- e. If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- f. It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

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

IV. TERMINATION OF AGREEMENT:

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

- A. The City may terminate this Agreement at any time on ten (10) days' notice if the Contractor's services are not being satisfactorily performed in accordance with this Agreement, if the Contractor is in breach or default of the Agreement, or if the program is cancelled. The City may also by written Notice of Default to Contractor terminate the whole or part of this Agreement in the event Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust fraud, undue influence, theft, racketeering, extortion or any offense of a

similar nature in connection with the Contractor's business. The City may otherwise terminate the Agreement without cause, for its convenience, upon fifteen (15) days' notice to the Contractor. If the Contractor's services are terminated, it shall be paid only for that portion of terminated services satisfactorily completed in accordance with this Agreement at the end of the period of notice of such action, subject to Subsection C. below.

- B.** The Contractor may terminate this Agreement at any time on ninety (90) days' written notice if the City is in breach or default of the Agreement, or for its convenience. The City may choose, in its discretion and in the best interest of the City and the program, to immediately end the Contractor's services, or to continue to utilize the Contractor's services during any part of the 90-day termination period. If Contractor terminates the Agreement for breach or default, or for convenience and without cause, the Contractor shall be paid for all services reasonably satisfactorily performed, up to and including the effective date of the notice of termination in accordance with this Agreement. The Contractor shall also be entitled to payment of services, if any, reasonably satisfactorily performed during the 90-day notice of termination period. Except for payment for reasonably satisfactorily performed services, Contractor's termination for convenience shall be a waiver of any claims for breach of this Agreement.
- C.** After receipt of a Notice of Termination and except as otherwise directed by the City, the Contractor shall:
1. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
 2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of work under the Agreement as is not terminated;
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 4. With the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the Agreement;
 5. Complete performance of any such part of the work as shall not have been terminated by the Notice of Termination; and
 6. Take such actions as may be necessary or as the City may direct, for the protection and preservation of the property related to the Agreement which is

- B. The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

- C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

VIII. COUNTERPARTS OF THIS AGREEMENT:

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

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

(SIGNATURES ON FOLLOWING PAGES)

Contract Control Number: SAFTY-201950129-00
Contractor Name: REGENTS OF THE UNIVERSITY OF COLORADO AT DENVER ARTS

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

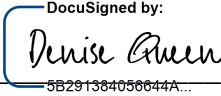
By:

By:

By:

Contract Control Number:
Contractor Name:

SAFTY-201950129-00
REGENTS OF THE UNIVERSITY OF COLORADO AT
DENVER ARTS

By:  _____
5B291384058844A...

Name: Denise Queen
(please print)

Title: Contracts Manager 8/21/19
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

STATE OF COLORADO CONTRACT COVER PAGE

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

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

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

Contract Control Number: SAFTY-201948764-00

Contractor Name: Colorado Division of Criminal Justice

By: Joe Thome



Name: (please print) Joe Thome

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

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: SAFTY-201948764-00

Contractor Name: Colorado Division of Criminal Justice

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

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson

By [Signature]

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By [Signature]

By [Signature]

By Valerie Volney, Deputy Auditor for Auditor O'Brien



TABLE OF CONTENTS

	COVER PAGE	1
	SIGNATURE PAGE	2
1.	PARTIES	3
2.	TERM AND EFFECTIVE DATE	3
3.	DEFINITIONS	4
4.	STATEMENT OF WORK	7
5.	PAYMENTS TO CONTRACTOR	7
6.	REPORTING - NOTIFICATION	8
7.	CONTRACTOR RECORDS	9
8.	CONFIDENTIAL INFORMATION-STATE RECORDS	9
9.	CONFLICTS OF INTEREST	11
10.	INSURANCE	11
11.	BREACH OF CONTRACT	13
12.	REMEDIES	13
13.	DISPUTE RESOLUTION	15
14.	NOTICES AND REPRESENTATIVES	16
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	16
16.	STATEWIDE CONTRACT MANAGEMENT SYSTEM	17
17.	GENERAL PROVISIONS	17
18.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)	20

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. End of Term Extension

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

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

D. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. "Business Day"** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.

EXHIBIT A

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

EXHIBIT A

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

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

EXHIBIT A

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

ii. Interest

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

iii. Payment Disputes

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

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

EXHIBIT A

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

iv. Available Funds-Contingency-Termination

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

C. Payment Forfeiture

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

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

B. Litigation Reporting

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

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

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

7. CONTRACTOR RECORDS

A. **Maintenance**

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

B. **Inspection**

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

C. **Monitoring**

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

D. **Final Audit Report**

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

EXHIBIT A

A. Confidentiality

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

(i) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (ii) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements.

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

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

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

10. INSURANCE

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

A. Workers' Compensation

EXHIBIT A

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

B. General Liability

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

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

C. Automobile Liability

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

D. Protected Information

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

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

E. Professional Liability Insurance

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

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

F. Crime Insurance

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

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

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

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

J. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

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

L. Certificates

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

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.D.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

EXHIBIT A

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Contractor's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

EXHIBIT A

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

14. NOTICES AND REPRESENTATIVES

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

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

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

B. Exclusive Property of the State

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

EXHIBIT A

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

C. Exclusive Property of Contractor

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

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

EXHIBIT A

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

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

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

L. Severability

EXHIBIT A

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

M. Survival of Certain Contract Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

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

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

T. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

EXHIBIT A

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

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

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

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5),

EXHIBIT A

C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

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

**EXHIBIT A
STATEMENT OF WORK**

I Responsibilities of the Contractor:

A. Approval. The Contractor shall ensure that the community corrections services are provided through programs approved by the local community corrections board in their jurisdiction and operating pursuant to Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended.

B. Board Types and Responsibilities. The following functions are required to be eligible for administrative funds as described in section II.A.4:

- 1) Type 1 boards shall be eligible for up to three percent (3%) of administrative funds upon demonstration of the following services and functions:
 - (a) Screen offender referrals for placement in a residential community corrections facility.
 - (b) Administer contracts with approved service providers
 - (c) Administer payments to subcontractors
 - (d) Provide formal education and training to board members

- 2) Type 2 boards shall be eligible for up to four percent (4%) of administrative funds upon demonstration of the following services and functions:
 - (a) All Type 1 board services and functions, AND
 - (b) In coordination with state and local agencies, monitor community corrections programs within the jurisdiction of such board with each of the following:
 - (i) Respond to and investigate complaints, critical incidents, or citizen inquiries
 - (ii) Enforcing provider corrective action plans to achieve compliance with Standards
 - (c) Educate and train communities and local officials or criminal justice agencies about community corrections structure and programming
 - (d) Provide an annual written report to the State that documents the frequency and measurements of the above administrative functions

- 3) Type 3 boards shall be eligible for up to five percent (5%), contingent upon available appropriations of administrative funds, upon demonstration of the following services and functions:
 - (a) All Type 1 board services and functions, AND
 - (b) All Type 2 board services and functions, AND
 - (c) In coordination with state and local agencies, monitor community corrections programs within the jurisdiction of such board with each of the following:
 - (i) Oversee compliance with federal, state and local standards
 - (ii) Provide written reports of program compliance with the Colorado Community Corrections Standards using a state-approved audit process
 - (d) Collaborate with the state agencies to improve and advance community corrections programming

EXHIBIT A

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

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

EXHIBIT A

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

EXHIBIT A

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

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

EXHIBIT A

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:

EXHIBIT A

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

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

II. Responsibilities of the State:

A. Payment for Services.

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

EXHIBIT A

- (a) Contractors shall keep financial records documenting the receipt and expenditure of all administrative funds and maintain these records for a period of three (3) years following the contract period.
 - (b) Semi-annual reports summarizing each quarter's administrative expenditures within each option category shall be provided to the State no later than January 31 and July 30 of each year. The contractor shall submit additional expenditure reports if requested by the State. The Contractor shall use the Colorado Community Corrections Quarterly Administrative Expenditures Summary form, attached hereto and incorporated by reference as Exhibit "G".
 - (c) The Contractor or employees of the Contractor who have responsibility for receipt and/or disbursement of money under this contract shall be bonded or insured to the value of the total allocation in Exhibit "B". Documentation of such bonding or insurance shall be forwarded to the State prior to the disbursement of contract funds.
- 4) The Contractor shall use no more than three percent (3%) of their total residential diversion allocation for condition of probation clients. This may be waived or modified, all or in part, by the State upon request by the Contractor.
 - 5) The Contractor may request funds to supplement the allocations of this contract, under circumstances defined by the Office of State Planning and Budgeting. All requests for supplemental funds are subject to review by the executive and legislative branches of the State and are subject to the provisions of the Reallocation Letter.
 - 6) Reimbursement may be allowed for any additional programmatic funding approved by the Legislature.
- B. Payment for Travel. The State shall reimburse the Contractor for travel at the rate allowed by State Fiscal Rules, when such travel is requested by DOC or approved by the State for the purpose of transporting offenders. The Contractor agrees that all travel to DOC correctional facilities shall be coordinated by DOC prior to the Contractor being reimbursed. The Contractor shall provide the State with monthly travel reports setting forth the date of travel, mileage, destination and offenders transported. Reimbursement for mileage shall be made from the residential transition allocation listed in Exhibit "B." Payment shall be made by the trip, not for each individual offender.
- C. Payment for Leave of Absence. The State shall pay for the following leaves of absence at the full per diem rate, when authorized and approved by DOC or SJB:
- i) "Pass or furlough" based on a privilege to leave the facility to an approved location for up to forty-eight (48) hours.

EXHIBIT A

- 2) "Off-grounds leave" for the purpose of which is to conduct a hearing or assessment regarding the continuation of the offender in community corrections, for a maximum allowable period of three (3) days.
 - 3) "Emergency leave" caused by and limited to a serious life-threatening incident in the offender's immediate family, subject to a maximum period of seven (7) days, to be reimbursed at fifty percent (50%) of the regular per diem rate.
- D. Noncompliance. The State agrees to allow the Contractor thirty (30) days within which they may correct or justify identified issues, following a notice of non-compliance, unless there is an immediate risk to public safety pursuant to section 11 of the contract. If the identified issues are unresolved within the thirty (30) day period, action may be taken under any applicable provisions of this Contract.
- 1) Notwithstanding any other provision of this contract, the State may on an emergent basis and after appropriate inquiry designate any program or provider receiving funds pursuant to this contract as ineligible to continue to receive such funds when it is demonstrated either:
 - (a) that the current operation of the program or provider constitutes an imminent and significant threat to public safety; OR
 - (b) that the program or provider has demonstrated neglect, reckless disregard, or inability to sustain compliance with the Colorado Community Corrections Standards.
 - 2) Designation of ineligibility to continue to receive funds pursuant to section 9) above shall be made with the written concurrence of the Executive Director of the Department of Corrections, the Executive Director of the Department of Public Safety and the State Court Administrator, or their designees.
 - 3) The designation of ineligibility to receive funds shall continue until the State finds that the imminent and significant threat to public safety has been abated and is not likely to recur.
 - 4) The designation of ineligibility to receive funds shall not prohibit payment for services already rendered.

OPTION ALLOCATION LETTER**EXHIBIT B****CT #**

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

TO:

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

1. Payment for the period July 1, 20__ through June 30, 20__ will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed \$_____ to be allocated as follows:
 - \$_____ for Residential services for community corrections offenders, payable at a daily community rate of \$43.11 per offender; and,
 - \$_____ for Residential Condition of Probation IRT services for community corrections offenders, payable at a daily community corrections rate of \$43.11 per offender; and,
 - \$_____ for Non-Residential Diversion services for offenders not to exceed an average of \$6.28 per day per offender; and,
 - \$_____ for Treatment Support
 - \$_____ for Facility Payments to be disbursed as outlined in Statewide Facility Payment Policy for FY19 and,
 - \$_____ for Community Corrections Board Administration by the Contractor;
2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.
4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than August 31, 20__.

EXHIBIT A

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

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

By: Joe Thome, Director

Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Colorado Department of Public Safety

Date: _____

REALLOCATION OPTION FUNDING LETTER EXHIBIT C

Date:	Original Contract CMS #:	Grant Funding Change Letter # 1	CMS Routing #
--------------	-------------------------------------	--	----------------------

TO:

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

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

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

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

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

By: Joe Thome, Director
Division of Criminal Justice
Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Public Safety

Date: _____

Exhibit A

Back | Print

Previous | Next

Sec. 14-125. Community corrections.

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

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

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

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

(Ord. No. 481-03, § 1, 6-16-

back | print

Previous | Next

Sec. 2-255.40. Powers.

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

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

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

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

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

(Ord. No. 509-00, § 1, 8-25-

Sec. 2-255.42. Terms of members.

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

(Ord. No. 509-00, § 1, 6-28-

Back | Print

Previous | Next

Sec. 2-255.43. Procedures.

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

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

EXHIBIT E COLORADO COMMUNITY STANDARDS

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



COLORADO
 Division of Criminal Justice
 Department of Public Safety

EXHIBIT A

Exhibit P - Community Corrections Billing

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

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

EXHIBIT A

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

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

 Signature

Date:

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

EXHIBIT H - HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

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

EXHIBIT A

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

EXHIBIT A

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

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

EXHIBIT A

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

l. Appropriate Safeguards.

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

m. Safeguard During Transmission.

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

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

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

EXHIBIT A

o. Business Associate's Insurance and Notification Costs.

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

p. Subcontractors and Breaches.

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

q. Data Ownership.

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

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

EXHIBIT A

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

4. OBLIGATIONS OF COVERED ENTITY

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

5. TERMINATION

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

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

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

EXHIBIT A

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

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

1. PURPOSE

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

2. ADDITIONAL TERMS

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

Basic Operational Requirements of Community Corrections Providers Exhibit I

ADMINISTRATION AND PERSONNEL

Legal Entity

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

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

Fiscal Practices

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

Independent Financial Audit

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

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

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

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

Insurance Coverage

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

Policies and Procedures

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

Victim Rights Act Compliance

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

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

DNA Testing

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

Community Corrections Information and Billing (CCIB) System

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

community corrections board and the DCJ Office of Community Corrections:

Organized Information

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

Offender Medical Emergencies

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

CPR and First Aid Training

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

Isolation of Offenders

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

Assistance by Law Enforcement

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

Disruption of Normal Work Routines

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

Transport of Offenders

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

FACILITIES

Building Codes and Zoning

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

Fire Inspections

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

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

Fire Sprinkler and Fire Alarm System

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

Mattresses and Pillows

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

Hazardous Materials

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

Fire Drills

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

First Aid

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

Health and Sanitation

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

OFFENDER SERVICES

Case Records

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

Release of Information

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

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

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

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

Secure Storage of Records

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

Clinical Services

Department of Corrections Clients

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

Sex Offenders

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

Domestic Violence Offenders

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

Mental Health Needs

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

Substance Abuse

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

Limited Power of Attorney

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

Child Support

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

Definitions

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

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

ARTS Haven and Peer I TC SCOPE OF WORK

The University of Colorado Denver retains all copyright for this Scope of Work. This document can only be used for the University of Colorado Denver's/ARTS submission for the DCJ scope of work requirement.

SECTION 1: BACKGROUND

The Therapeutic Community (TC) for the treatment of drug abuse and addiction has existed for nearly 50 years. The Modified Therapeutic Community (MTC) for individuals with co-occurring disorders is listed in the SAMHSA Registry of Evidence-based Programs and Practices. Substance abuse treatment and specifically TC programs, relapse prevention programs and cognitive-behavioral interventions have been cited as particularly important to improving the success of offenders following release from prison (Aos et al., 2006; Colorado Division of Criminal Justice, 2008; Taxman, 2004). Additionally, the TC offers many different evidence-based modalities including Cognitive Behavioral Therapy, trauma informed groups, and dialectic behavioral therapy.

For three decades, NIDA has conducted several large studies to advance scientific knowledge of the outcomes of drug abuse treatment as typically delivered in the United States. These studies collected baseline data from over 65,000 individuals admitted to publicly funded treatment agencies. They included a sample of TC programs and other types of programs (i.e., methadone maintenance, out-patient drug-free, short-term inpatient, and detoxification programs). Data were collected at admission, during treatment, and in a series of follow-ups that focused on outcomes that occurred 12 months and longer after treatment. These studies found that participation in a TC was associated with several positive outcomes. For example, the Drug Abuse Treatment Outcome Study (DATOS), the most recent long-term study of drug treatment outcomes, showed that those who successfully completed treatment in a TC had lower levels of cocaine, heroin, and alcohol use; criminal behavior; unemployment; and indicators of depression than they had before treatment. Even those who completed a portion of TC treatment showed significant improvement, if they were in treatment for at least 90 days.

The TC approach is often referred to as "community as method" as it is grounded in the Social Learning Theory. Social Learning Theory is described as the "growing up", or maturing of the clients. The social functioning, education/vocational skills, and positive community/family ties of many of these individuals have been eroded by their substance abuse and criminal behaviors. For them, recovery involves **rehabilitation**—relearning or re-establishing healthy functioning, skills, and values as well as regaining physical and emotional health. Other TC residents have never acquired functional life-styles. 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. Living within a TC environment for a significant period of time gives them the opportunity to practice, develop, and internalize these skills before they return to living in society using didactic learning techniques (discussions, seminars) and social learning techniques (positive peer culture, role modeling, and learning by experience).

TC's are long-term intensive residential programs for the treatment of severe substance use disorders, with a 9-12 month average length of stay. Those treated within a TC often also have other complicating issues including involvement with the criminal justice system, lack of positive social support, and co-occurring mental health diagnoses. The TC offers a drug-free residential setting that uses a hierarchical model of treatment stages that reflect increased levels of personal and social responsibility and uses peer influence to help individuals learn and assimilate social norms and develop prosocial skills. TC clients

interact in structured¹ and unstructured² ways to influence attitudes, perceptions, and behaviors associated with drug 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 that is fostered in treatment continues even after the client’s transition to aftercare in an Outpatient Therapeutic Community (OTC) setting.

Each TC client is expected to take personal responsibility for their community. Newer clients are expected to assimilate with the community norms, with senior clients in the client government acting as positive role models for behavior. Senior clients are expected to demonstrate healthy decision-making, abstain from former negative behaviors and attitudes, and provide support to newer clients to prevent clients from making poor decisions and falling back into destructive behaviors or attitudes. As a participant in the community, the resident in treatment is expected to adhere to strict and explicit behavioral norms and rules. It is important that clients fully embrace TC norms, procedures and rules in order for the community to run smoothly and be most effective in changing behavior and addressing clients’ issues. Violation of cardinal rules (i.e., no sexual contact with other residents, no use of drugs or alcohol, and any physical violence or threats) may result in immediate discharge from the program.

In contrast, clients are expected to (1) practice and use common language and concepts of positive living throughout their stay; (2) participate in all household chores and duties, community give-back activities (e.g., going to nursing homes, food banks); (3) appear neat and clean at all times (i.e., showered, clean and pressed clothing); and (4) report their locations, schedule changes, out of house day appointments and emotional state of mind. The community status and location of client’s whereabouts is tracked by program staff.

Clients have a program schedule that they must follow on a daily basis. Clients shall be on time for all program activities and fully participate in them. All TC clients are also asked to accompany each other during times when they leave the house, provide on the spot support at any time of the day (even during the night if a client is having a particular difficult time with a life situation), discourage each other from negative talk, and spend time with each other during their unscheduled spare time to discuss program tools, behaviors and issues (these are called “**dyads**” in the TC community)³. These peer support activities are important for building investment in the program and learning prosocial attitudes and behaviors. All activities whether facilitated by certified or non-certified staff are considered important therapeutic opportunities to promote individual change and long-term recovery.

SECTION 2: RESIDENTIAL FUNDING

The Department of Criminal Justice (DCJ) base rate supports room and board as well as services outlined in the Community Corrections Standards.

The DCJ Differential/Enhanced rate supports the Therapeutic Community milieu treatment and assists in supporting the five clinical contact hours specified in the behavioral health treatment rules and outlined in the scope below. However, the TC Differential/Enhanced rate does not cover the full cost of the comprehensive clinical services provided within the TC. As one example, ARTS utilizes special funding

¹ Structured refers to structured program activities including learning activities and work assignments, encounters and peer group processes; scheduled personal time; various family and community meetings led by peers and/or staff.

² Unstructured refers to non-programmed time in the TC including free time for the clients to interact with their peers, out of house time, etc.

³ Dyads are designed to discuss specific issues. This conversation may be held between two clients, client and staff, or client and family therapist.

to support an on-site vocational and GED coordinator to provide career assessment and job readiness courses.

Mental health services which include mental health individual therapy, psychiatric evaluation, psychotropic medication monitoring, and the medications themselves for Community Corrections clients are billed to the Correctional Treatment fund (HB1352) when indicated. These funds also cover specialized mental health groups that may be provided throughout the course of a client's treatment. This fund will only be billed when these services are in addition to the five clinical contact hours.

Community Corrections clients are charged a subsistence fee of \$17 per day. Clients who successfully completed the prison TC's and transition from prison to either Peer I or the Haven pay \$4 per day and DOC pays \$13 per day. If this DOC funding is depleted before the end of the fiscal year, these clients will then be billed the full \$17 per day. Rates provided here may be subject to change. Parole clients who are eligible for Special Connections Medicaid funding do not pay the subsistence fee due to the requirements of Medicaid.

In addition to daily client fees, the clients are billed for unfunded medical services; medical prescriptions or psychotropic medications that are not covered by the correctional treatment fund; off campus transportation; and other client incidentals.

SECTION 3: PHASES OF THE TC TREATMENT PROGRAM

Principle: Treatment within a TC is divided into three major stages. In order to move through each stage, clients must meet certain requirements and criteria around behavior change as well as commitment to and compliance with the TC, values, philosophy, and concepts.

Phases:

1. **Stage 1 (Induction and early treatment):** Within the first thirty days, the client participates in an orientation phase to assimilate into the TC; learns new policies and procedures; establishes trust with staff and other residents; initiates a personal assessment of self, circumstances and needs to begin to understand the nature of their addiction; and commits to the recovery process. Staff and senior clients teach new clients about TC concepts⁴ and other topics such as: addiction, feelings, family dynamics, and Principles over Personalities (POP)⁵. Clients have an opportunity to start practicing the TC tools⁶ and demonstrating their knowledge of the tools. Clients also write papers unveiling their criminal mask⁷ and how the TC tools will help them achieve this. Topics of papers include but are not limited to: "What did support mean to me in the past and what does support mean to me now"; and "My criminal mask and how it has been destructive to me". Clients also meet weekly with their counselors and attend group therapy as outlined in this scope of work.
2. **Stage 2 (Intensive Treatment Stage):** The intensive treatment stage can last up to six to nine months and includes a structured model of progression⁸ through increasing levels of pro-social attitudes, behaviors and responsibilities. During this stage, the client participates in individual counseling and a

⁴ These are basic concepts and structured ideas about a TC that all clients have to learn and discuss, that form the foundation of a TC. Concepts are based on the idea that severe addicts have similar personality trait such as: anxiousness/self-doubting, impulsive, deceiving, etc.

⁵ POP is a concept that reflects program goals and values that are associated with the notion of "Right Living"

⁶ Tools that confront issues and negative behaviors such as learning assignments pull ups, haircuts, trims, dyads, peer feedback groups, etc. All of these TC tools are described in this scope of work.

⁷ A false front or expression of behavior; it's what the client wants you to see, the wall they hide behind, can be opposite to who they are.

⁸ Structured model of progression means that for the client to move through phase, he/she must meet a set of documented criteria and commitments. These are available in the TC Program Manuals.

variety of evidence-based group therapies and other TC specific group activities (e.g., process and sensitivity groups) to address their issues, including trauma in their past. TC tools (pull-ups, trims, monad, etc.) that confront, challenge, and/or provide feedback about negative behaviors are employed by staff and fellow clients on a daily basis. Using these tools, clients learn how to correct and improve upon behaviors, and demonstrate readiness for home and community re-entry. The concepts of "right living" (i.e., learning personal and social responsibility and ethics) and "acting as if" (i.e., behaving as the person should be rather than has been) are integrated into the TC groups, meetings, and seminars. These activities are intended to heighten awareness of specific attitudes or behaviors and their impact on oneself and the social environment

3. **Stage 3 (Re-Entry):** The re-entry stage, which lasts about 3-9 months, is intended to facilitate the individual's separation from the residential TC and successful transition to the larger society. Clients typically transition to this phase 9-12 months into treatment. Clients work on job readiness skills, continue to meet with their individual counselor at least once every seven days and participate in five clinical hours per week. Clients also become employed in this stage of treatment and pay toward treatment fees and restitution. Passes to leave the house for leisure and other activities are given to prepare clients to re-enter the community while they are still in a protective environment. Alcoholics Anonymous and Narcotics Anonymous often meet on site during TC treatment so that clients can start building networks outside in the community while they are still in treatment. TC clients are required to participate in outside support groups and to find mentors or sponsors. A TC graduate has to leave the program drug-free, employed, and financially stable. Upon completion of the residential phase, all clients are transferred to ARTS' Outpatient Therapeutic Community (discussed in detail below in "Continuing Care") located on the same campus as TC programs for continuing care services for the remainder of their legal sentence. Clients in the first phase of the outpatient program live in transitional living homes with their peers. Clients who fulfill their legal obligations during the course of the residential or outpatient treatment phase can voluntarily decide to continue involvement in either treatment component.

SECTION 4: STANDARD COMPLIANCE

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 (effective August 1, 2010). The TC provider must, at minimum, conform to all applicable Standards in that publication, or any revised version.

Regulations for residential substance abuse treatment programs can be found in Behavioral Health Rules, Colorado Department of Human Services, Office of Behavioral Health. The provider must, at a minimum, conform to all licensing requirements and policies and procedures included in that publication, or any revised version. Only paid staff (or interns or volunteers who have been approved to provide services within our milieu setting; completed a background check and an orientation to the program and its operations; and are supervised on shift) will provide services to clients under these standards.

This Scope of Work is structured as though the provider is the sole or primary source for all clinical services. If any services are provided by an agency that is external to the contracted provider, it is the responsibility of the provider to assure that all requirements set forth herein are met.

SECTION 5: ASSESSMENTS, ADMISSION AND ACCEPTANCE CRITERIA

1. **Admission Criteria:** The TC considers the following populations for enrollment:

- A. Diversion Clients
 - B. Transition Clients
 - C. Parolees
 - D. Probation
 - E. Self-referred
 - F. Involuntary Commitments referred by the Office of Behavioral Health and is not identified as a Community Correction client.
2. Prior to being admitted to the TC, each client shall participate in a comprehensive intake process administered by a TC designated intake staff person who is a Certified Addictions Counselor (CAC II) or higher, or Master's level clinician.
- Intake Application: Assessments are documented in the individual electronic record and at a minimum include all information as required by OBH standard 21.190.3 and include information regarding criminogenic needs and substance use disorder diagnoses. Intake staff use the American Society of Addiction Medicine Assessment Placement (ASAM) to assess clients across six dimensions and determines appropriate level of care. The ASAM also assists with the development of the initial treatment plan. The six dimensions assessed include: Acute intoxication and/or withdrawal potential; biomedical conditions and complications; emotional, behavioral, or cognitive conditions and complications; readiness to change; relapse continued use or continued problem potential; and recovery/living environment. The client must score at an ASAM III.5 level of care or have a clinically justifiable and documented override to the ASAM criteria in order to be accepted to a TC level of care.
 - Substance Abuse Assessment: The TC shall use the Standardized Offender Assessment Revised (SOA-R) drug and alcohol assessments that are compliant with Community Correction Standard 6-090. In cases where a current or complete SOA-R battery of instruments is not made available by a referral agency, the TC shall administer these instruments within 7 business days of admission. SOA-R instruments include: Level of Supervision Inventory (LSI), Simple Screening Instrument-Revised (SSI-R), Adult Substance Use Survey-Revised (ASUS-R) and the Service/Treatment Recommendation Worksheet (TxRW). Clients that are scored on these assessments at a Level 4d meet the criteria for TC admission.
 - The TC intake staff person shall assess level of motivation during intake/referral by assessing the client's readiness for change. This is often assessed through building a rapport with the client, completing the above assessments and scoring, meeting with clients in the county jails and the prison based TC's and observing their behavior, and providing direction to the client about following up with intake staff and assessing the clients follow-through. The TC has a right to refuse acceptance of an individual who does not demonstrate sufficient motivation to participate in a long-term program.
 - Mental Health Screening: The TC screens all referrals for risk of mental health issues using the Colorado Criminal Justice Mental Health Screen – Adult (CCJMHS-A). The TC refers clients internally for mental health evaluations accordingly.
 - The TC shall make individualized determinations regarding the extent to which the TC program can effectively address the client's present needs for mental health services using available programming and appropriate staff.

- Medical/psychiatric staff shall complete a psychiatric evaluation, when clinically indicated. Ongoing psychiatric evaluations and medication management is completed at the professional discretion of the psychiatric service provider and is documented in the client's electronic record. These services are covered through community treatment funds. These services may also be referred out.
 - The TC shall directly provide or refer clients to outside mental health counseling and therapy for co-occurring disorders and trauma (that cannot be maintained through milieu treatment alone), through the use of community treatment funds. Without this funding there is no reimbursement for mental health services within a TC. Program clients are responsible for paying for medications and mental health services that is not covered by the correctional treatment fund.
 - Pregnancy Risk Assessment: The female gender-specific TC shall conduct a Pregnancy Risk Assessment as part of the intake process. If a woman is currently using substances or alcohol, is pregnant and meets the ASAM III.5 Level of Care, she is also considered eligible for the Haven Mother's House and will be a priority for placement.
3. Acceptance: TCs treat people/offenders with a range of substance use disorders who meet the ASAM III.5 Level of Care and who have completed the Standardized Offender Assessment – Revised.
- Based on assessments conducted pre-intake, an individual must demonstrate motivation to participate in all aspects of the TC milieu and a willingness to stay in residential treatment for at least one year followed by at least one year of outpatient TC treatment, as it is an intensive treatment that requires a major lifestyle change.
 - The client must have been fully detoxed (substance free) before being admitted to the TC. No Detox services are offered at the TC.
 - The TC shall reject cases that do not meet their criteria and work with the referral agencies to recommend alternative placement for inappropriately referred clients.
4. Referral Documentation: As part of their admission and acceptance criteria, the TC shall require referring agencies to submit updated copies of the SOA-R instruments. The TC will request other referral documentation such as the Admission Data Summary, Institutional Histories, Medical and Mental Health Records, Computerized Felon Assessments, and Pre-sentencing Investigations (PSI) for DOC clients.

SECTION 6: GENERAL PROGRAM DOSE AND DURATION

1. Individualized Treatment Planning. The TC uses clinical assessments approved by OBH and DCJ as well as referral documentation gathered during intake to inform the client's Individual Treatment Plan.
- a. The assessments and referral documentation described above inform intake staff on how to develop an initial individualized treatment plan for the client. The initial treatment plan is completed within ten days after assessment per OBH standard 21.190.41.D. and addresses the client's immediate needs. A CAC II or higher, or Master's level clinician is responsible for writing the treatment plan for each client with their input based on the initial assessments described above.

- b. Within the first 30 days of admission, a CAC II or higher, or Master's level clinician shall meet with each client to complete the Addiction Severity Index (ASI) or another OBH approved instrument, and participate in re-assessments, as appropriate. More comprehensive treatment plans will be developed based on this evidence-based assessment that addresses identified needs. Plans will include TC interventions and plans that will be reviewed monthly to assess progress toward goals and update as needed.
 - c. A CAC II or higher, or Master's level clinician meets weekly (at least once every seven days, in accordance with OBH treatment rules) to monitor client's progress, problems, concerns, and assist the client in progressing through the client's treatment plan. These interactions are documented in the client's electronic record and should reflect areas of the treatment plan that the client is currently working on.
 - d. Clinical staff also provides documented and regular structured feedback to the clients regarding their levels of motivation and their progress towards treatment goals. Structured feedback most often occurs in individual weekly sessions or at the time of the monthly treatment plan review and progress report. Counselors meet with clients to review progress of treatment plans goals as well as changes in criminogenic needs and risks. New goals may be developed based on the client's progress or lack thereof. These meetings in which feedback has occurred shall be documented in treatment plan updates/reviews or by individual session notes in the electronic record.
2. Supervision Services: Unless otherwise specified in this section, supervision of offenders in TC programs shall be in accordance with applicable *Standards* within Sections 4-000 and 6-000 of the *Colorado Community Corrections Standards*.
3. Substance Abuse Testing: The TC is 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 4-100. At least one random documented full urine screen shall be performed each calendar week on each client. Unless specified differently herein, substance abuse testing procedures shall comply with sections 4-080, 4-090, 4-110, 4-120, and 4-140 of the CCCS.
4. Alcohol Abuse Monitoring: The provider will test for alcohol use with breathalyzer testing or another system that complies with appropriate standards for accuracy and proper evidence handling. At least one random documented screen for alcohol will be performed at a rate of no less than one (1) screen per every seven day period. Alcohol abuse monitoring shall comply with CCCS 4-130.
5. Direct Therapeutic Contact: No less than five hours per week shall be comprised of direct individual and/or group therapeutic contact. Groups must be process groups or evidence-based manualized curriculum groups. Per OBH, process groups (which also include peer feedback groups) may be counted towards clinical contact hours only when content is focused on individual treatment and recovery issues, is facilitated by a CAC II or higher or Master's level clinician, and has 12 or less clients in attendance. Individual therapy contact shall be completed within the first week of admission and with no more than seven days in between individual sessions. Individual sessions must be conducted by a CAC II or higher, or Master's level clinician and have a focus on treatment plans goals, criminogenic needs and progress.

6. Curricula: The TC uses several curricula described in detail below that are approved by the Office of Behavioral Health. Curricula shall include that which is cognitive-behavioral, evidence-based, gender sensitive or specific. In some cases, the curriculum addresses both substance use and criminal conduct in an integrated manner.
7. Gender-Responsive Services: In cases of treating female offenders, the provider shall maintain licensure endorsement for *Gender-Responsive Treatment in Substance Use Disorder Programs* from the Office of Behavioral Health. Accordingly, the provider shall comply with section 21.220 of the *Behavioral Health Standards*.

SECTION 7: CLINICAL STAFFING

TCs differ from other treatment approaches principally in their use of staff who are also in recovery and/or often graduates of a TC as key agents of change. **It is essential for TCs to have staff who are in recovery so they can serve as role models and mentors to the clients.** Treatment staff provides 24 hours of monitoring/supervision within a TC to ensure clients are safe and complying with program rules and regulations. We provide descriptions of our staff below; however staffing is subject to change.

1. Operations/Line Staff: Staffing of the TC program shall be in accordance with applicable *Standards* within the *Colorado Community Corrections Standards*. Additionally, overnight client/staff ratios shall not exceed 20:1 pursuant to section 21.210.57 of the *Behavioral Health Standards*. Operations/line staff maintain a secure and drug-free environment using pat downs; room and contraband searches; urinalysis (UAs) and breathalyzer screens (BAs); off-site verifications and visuals/head counts. Line staff monitor and adhere to Community Correction Standards and also assist counselors with transporting clients; contacting family clients and providing updates; assisting clients in obtaining necessary medical, dental, and mental health appointments; co-facilitating groups; and assisting clients with TC seminars, assignment of behavioral and learning assignments; monitoring of the government, and other duties as assigned. Operational/line staff is not typically credentialed. Thus, their work is not counted toward the five clinical contact hours without a CAC II or higher present during interactions.
2. Clinical Staffing: Clinical staffing of the TC shall be in accordance with section 21.20.1 and 21.210.57 of the *Behavioral Health Standards* such that clinical staff to client ratios for group therapy facilitated by a CAC II or higher or a Master's level clinician shall not exceed 12:1. The provider shall maintain staffing levels in accordance with the requirements of this contract. Clinical staff includes primary counselors who provide treatment planning, discharge planning and structured feedback, case management services as needed, facilitate groups, and provide TC interventions including learning and behavioral assignments. Clinical staff are also responsible for completing security and case management duties when applicable and adhering to and monitoring all Community Correction Standards. Clinical staff shall address criminal thinking and anti-social attitudes through behavior modification techniques. Clinical staff must meet with their clients at a minimum of every seven days per *Behavioral Health Standards*. All clinical interactions are documented in the individual's electronic record.
3. Mental Health Staff: The Haven has on-site mental health services. Mental Health counseling staff at the Haven shall be at minimum a Master's Level clinician who is supervised by a licensed clinician. Mental Health staff provide individual therapy and groups as needed for clients with current mental health needs. All interactions are documented in the client's electronic record. Mental Health staff are considered an integral part of the TC team. In addition to providing counseling services, the

mental health team may also address behaviors and criminogenic needs through direct feedback (such as trims and strokes) and/or learning experiences.

4. Psychiatric Staff: A Psychiatric provider (e.g., Psychiatric Nurse Practitioner, Psychiatrist or Addiction Fellow) provides all psychiatric evaluations and medication management for TC clients. It is possible that these services could be referred out if necessary. Psychiatric evaluations and medications for community correctional/diversion clients are paid for with the correctional health fund. Transition clients may be eligible for a voucher for psychiatric evaluations and medications if available.

All TC staff act as important role models in supporting the recovery of each client and are responsible for clinical documentation. Staff teach senior clients how to identify and problem-solve issues that are happening in the community and to report to staff all problems and difficulties. Staff is responsible for teaching clients how to engage in acceptable behaviors, learn and internalize TC goals, avoid negative behaviors and attitudes, and invest in the program through active participation in the activities. All clinical staff shall keep accurate notes and documentation. The TCs adhere to all OBH and DCJ documentation standards.

SECTION 8: STAFF SKILL TRAINING

Principle: Provide skill training for staff and monitor their delivery of services

- A) Program-Specific Training: Staff shall be trained in the TC method and any structured interventions used. Documentation of training records shall be subject to audit/review and shall be maintained in personnel files.
- B) Ongoing Training: Staff training shall be consistent with the requirements of relevant provisions of section 2-000 of the CCCS. Clinical staff training shall be consistent with the *Behavioral Health Standards*.
- C) Staff Qualification and Competencies: The program shall recruit and maintain clinical staff clients who meet OBH regulations.
- D) Clinical Supervision: The provider shall be responsible for documenting compliance with clinical supervision and/or consultation of all substance abuse clinical staff as required and defined by the Division of Regulatory Agencies - DORA (6CCR 1008-3). The frequency of clinical supervision shall be based on the education, experience, and skill level of the clinician in accordance with DORA requirements.

SECTION 9: WEEKLY INDIVIDUAL THERAPY AND CASE MANAGEMENT

1. Duration and Frequency: A counselor (a CAC II or higher, or Master's level clinician) provides individual counseling to an assigned client at least every seven days per Behavioral Health Standards for a minimum of 30 minutes.
2. Weekly Therapy and Case Management:
 - a. Weekly therapy by a counselor consists of a review of the client's daily and weekly program participation, client's weekly reports of their recovery, problem areas, successful areas,

progress towards service plan goals, counselor notes and assessment results. Counselors use TC assignments to address behaviors, substance use disorders and criminogenic needs.

- b. For the offender clients, the counselor discusses the client's progress toward their objectives and addresses problems that may be impinging on the offender's re-integration into the community.
 - c. Additionally, clients receive vocational case management and support as part of treatment. Vocational services are provided on-site by a Vocational Coordinator or are contracted out to a community provider based on the CCC standard 6-130. Each client receives a job readiness assessment per the CCC standards. Based on the scored assessment and determined level of job readiness needs, the client will complete a series of classes prior to being placed on "job search" status. Assessments, classes attended, and an individualized employment plan are documented and placed in the client's electronic record. Counselors also assist clients who want a GED in accessing GED basic adult education, preparation classes and testing.
 - d. Within the female gender-specific TC, a program staff person shall work closely with human services and child welfare agencies to unify families. Staff coordinates with county human services departments regarding transition plans, attends team decision-making meetings regarding placement and care of the children, transports clients to court appointments, provides updates to social workers, and monitors child visitations when appropriate. All family case management activities are recorded in the electronic record for each client.
 - e. Clinical notes shall contain information regarding progress towards treatment goals. In addition, they will note the duration, time of session, and date; assessment of the client's progress; and plan. Weekly summary notes are recorded in the electronic record and are completed by the counselor (CAC II or higher or Master's level clinician).
3. Progress Reports:
- a. TC clinical staff shall provide the referring agency with immediate notification, followed by written reports within three working days, of significant problems that would jeopardize public safety or the offender's continuation in the TC program. Such major problems include, but are not limited to, new arrests, alcohol or drug use, PREA incidents or other behaviors that pose a risk to public safety. Such reports are in addition to any notifications required by the *Colorado Community Corrections Standards* or by contract.
 - b. The provider shall create a written progress report for all clients each month for the referral source regarding the client's behavior and progress toward therapeutic goals and objectives. The progress report shall be based on the ongoing clinical assessment, participation in treatment, and progress toward goals. These reports shall be shared with referral agencies by fax, mail or electronically upon request by the referring agency.

SECTION 10: PROGRAM QUALITY ASSURANCE

Principle: Measure relevant processes and practices

Practices:

1. Statistical Summaries: The provider shall use the DCJ Community Corrections Information Billing System to report data regarding offenders served by the TC. Statistical summaries maintained by the provider should include sources of referrals, services delivered, length of placement, reason for terminations and similar descriptive information.
2. Quality Assurance: The program shall use structured methods to assure quality in treatment and supervision services. This shall include annual reviews and coaching sessions with all employees; quality checks (per OBH standard 21.330.71 for fidelity to the model of manualized curricula to occur at a minimum of every six months, and monitoring of individual sessions at a minimum of every six months for all counselors/clinical staff); and internal auditing of program operations consistent with sections 3-180 and 3-190 of the CCCS.

SECTION 11: POSITIVE/NEGATIVE REINFORCEMENT

(a) Principle: Increase positive reinforcement

The therapeutic process within a TC is meant to encourage the individual client to challenge their own negative thinking, and the community clients, towards identifying and supporting more prosocial beliefs, attitudes and behaviors in support of a recovery oriented lifestyle. Behavioral norms within a TC are reinforced with specific contingencies directed toward developing self-control and responsibility. Clients understand that they are capable of earning privileges/rewards which are rewards for good behavior, attitude, and maturity. Rewards may include: passes to leave the house, job advancements, and participation in a variety of community give back opportunities, recreational events and special outings, ability to sleep in a little later, etc. Negative consequences, which can also be described as natural consequences for program violations or non-responsiveness to treatment interventions, may include but are not limited to loss of privileges, sanctions, loss of free time, and demotion in status (e.g., regression back to a previous phase or demotion in a job).

SECTION 12: CLINICAL GROUPS

In addition to the weekly individual therapy sessions described above, below we list all the clinical groups that may be combined to count towards the weekly five clinical contact hours.

Strategies for Self-Improvement and Change (SSIC) specifically designed for offender populations and is used at Haven and Peer I. SSIC addresses past involvement in criminal conduct and in alcohol or other drugs that have led to harmful outcomes. It provides cognitive-behavioral skills for change leading to personal fulfillment and responsible living. Phase I only is taught in residential treatment. Phase II and III are taught in our outpatient therapeutic community (non-residential). Phase I builds skills and knowledge for:

- 1) building trust in the provider, the program and peers in the program;
 - 2) learning how thoughts, feelings and actions are related;
 - 3) learning about alcohol and other drugs and participants' own histories and patterns of alcohol or drug use;
 - 4) learning about antisocial and criminal behavior;
 - 5) being aware of self, alcohol or drug use and criminal conduct with respect to thinking, feelings, and actions, and to make a commitment to long-term change in these areas;
 - 6) understanding pathways to relapse and recidivism and to relapse and recidivism prevention;
- and

- 7) building a plan for building on participants' strengths and changing specific areas of their lives.

SSIC is provided over the course of at least 20 sessions. Clients are grouped with their peers who reside in their respective houses during training in SSIC, enabling them to build supportive relationships in classes and be more readily available to support each other for managing trauma symptoms outside of class. Using a manual, a CAC II or higher or Master's level trained clinician facilitates SSIC and no more than 12 clients participate in each group in accordance with *Behavioral Health Rules*. Each client shall participate in SSIC during their residential treatment at some point during their stay. Each client in group will have a group note placed into their electronic record which describes session content as well as individual participation and progress toward goals.

Anger Management: Peer I runs an Anger Management Course for all its clients based on SAMHSA's workbook, *Anger Management for Substance Abuse and Mental Health Clients' (2010)*. It is a ten-week course. Topics are: a) Overview of anger management, b) events and cues, c) anger control plans, d) the aggression cycle, e) cognitive restructuring, f) assertiveness and the conflict resolution model, g) anger and the family, h) closing and graduation. Participant worksheets, group discussion, role play and dry erase board are teaching tools used by the CAC II or higher or Master's level facilitator for this course. Each class is one-hour long and meets one time per week providing ten hours total cognitive behavioral therapy for anger management.

Relapse Prevention: Haven and Peer I utilizes the following relapse prevention/Matrix model curriculum: *Ling, W., McCann, J.J., Obert, J.L., & Rawson, R.A. (2005). Relapse Prevention Group Handouts. Center City, MN: Hazelden*. Relapse Prevention at the Haven and Peer I is provided to assist clients in preparing to enter the community and gain relapse prevention skills. Goals of the group include identifying triggers for use and creating individualized plans. Session content includes, but is not limited to, the following topics: making new friends, repairing relationships, and recognizing stress and acceptance. The group is facilitated by a CAC II or higher or Master's level clinician per week for 16 weeks.

Family Groups: Within a TC, family group sessions are psychoeducational in nature and help family clients of the clients better understand the program and etiology of addiction; see the positive progress of their loved ones; and learn triggers for their family clients and how to support their loved ones in a healthy way.

- a. At Peer I, a CAC II or higher or Master's level clinician within the TC facilitates sessions weekly with 8-12 families within a group setting, and each session lasts approximately two hours. There are typically 5-7 total sessions. One of the facilitators who participates in this group writes the notes (DAPS) regarding the group and group process. For a family member to be able to participate in family group at Peer I, the client must be in the program for at least three months.
- b. At the Haven, a CAC II or higher or Master's level clinician provides family group over the course of 14 sessions. Haven's Family Group utilizes an adaptation from the Matrix Model/Circles of Support Group. Additional support materials have been added to include interactive process and discussion of videos regarding drug and alcohol use. Group notes are documented in group format and entered into each individual's electronic record. For a family member to participate in family group at the Haven, the client must be in Phase II in treatment.

Process Groups: Process groups are facilitated by a CAC II or higher or Master's level clinician and no more than 12 clients participate to count toward clinical contact hours. These groups assist clients in

identifying skills needed to sustain recovery and assist them with coping mechanisms. Groups also help clients' process individual issues and identify steps to take to reach their individual treatment goals. Process groups include, but are not limited to, feelings encounters which are conducted at the Haven and provide more sensitive support for clients dealing with significant issues such as grief and loss or trauma-specific issues. Additionally, clients participate in 1-2 hour long seminars, which are didactic in nature by helping clients learn a particular concept that relates to their recovery like: Principles Over Personalities, Behaviors versus Issues, Acting as If⁹, Criminal Mask, Here and Now, The Baby¹⁰. If the seminars are conducted by a CAC II or higher, or Master's level clinician and have no more than 12 participants they may be counted as a clinical process group as they directly relate to maintaining sobriety and reducing criminal behaviors. In addition, a peer feedback group is a process group. This group is held at both Peer I and the Haven and addresses negative attitudes and behaviors that keep clients from sustained recovery. It also provides an opportunity for clients to deal with salient therapeutic issues. These groups are a highly structured form of group therapy, lasting 1-2 hours, where clients are expected to actively participate in providing feedback to one another. Within TCs, there is an average of three peer feedback groups per week with no more than 12 clients participating in each group. Process groups are documented by the clinician in the client's electronic record.

Parenting Groups: The Haven utilizes the well-researched weekly parenting education curriculum called Incredible Years®. During Parent Lab, facilitators help parents learn how to help their babies and toddlers feel loved, safe, and secure. The curriculum focuses on assisting parents in encouraging their child's physical and language development, social and emotional development, establishing clear and predictable routines, handling separations and positive discipline to manage difficult toddler behaviors. Facilitators use supervised parent-child activities during infant and parent interaction to focus the parent on the child's needs and emotional communications with the infant. Parenting groups may re-occur for clients based on the age of their infant. As much as possible, each group focuses on specific development of the growing child. Courses are often followed by process groups to discuss practicing of skills learned and to facilitate shared learning.

Dialectical Behavioral Therapy (DBT): DBT is an evidence-based practice with research supporting a reduction in clinical symptoms and concerns for a variety of disorders and has shown efficacy in the treatment of mood disorders, anxiety disorders, substance use disorders, and eating disorders. DBT is a therapy designed to help people change patterns of behavior that are not helpful, such as self-harm, suicidal thinking, and substance abuse. This approach works towards helping people increase their emotional and cognitive regulation by learning about the triggers that lead to reactive states and helping to assess which coping skills to apply in the sequence of events, thoughts, feelings, and behaviors to help avoid undesired reactions. At The Haven and Peer I, DBT is provided in a group setting and is conducted weekly with each group session being 90 minutes in duration. DBT shall be facilitated by a trained clinician. If DBT is held in addition to the five clinical contact hours and facilitated by a Master level clinician or above it may be billed to the CTF fund.

Trauma-Informed Curricula: The Haven utilizes various trauma-informed curricula interchangeably and depending on client needs, phase, and staff availability. Peer I uses one trauma-informed curriculum – Seeking Safety. All sessions are conducted by a CAC II or higher or Master's level clinician. No more than 12 clients will participate in each group in accordance with OBH standards. Examples of trauma-informed curricula used include:

⁹ Refers to the idea that you are act like the person you are trying to become.

¹⁰ The baby is the emotional child in all of us; the baby avoids taking responsibility, is immature, sneaky and can be devious, passive aggressive, hostile and irrational.

- a. Healing Trauma: *Stephanie S. Covington, Ph.D., and Eileen M. Russo, MA (2011). Healing Trauma: Strategies for Abused Women. Hazelden.* This curriculum offers short term intervention to help women at the Haven with trauma. Sessions do not focus on the event of trauma but provide basic coping and grounding skills to women and sessions have been adapted to discuss how the TC tools can assist women with their coping skills. These groups are typically held for clients in the Orientation Phase at the Haven programs, but may occur in other phases due to client census or need.
- b. Seeking Safety: Seeking Safety is, as per the description in NREPP, a highly flexible intervention implemented at the Haven and Peer I that addresses the needs of clients with SUDs and trauma; it has been implemented in both residential and outpatient settings with women and can be integrated into both group and individual counseling (Najavits et al., 1998). Seeking Safety focuses on coping skills and psycho education and is grounded in five key principles: (1) safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions); (2) integrated treatment working on both posttraumatic stress disorder (PTSD) and substance abuse concurrently; (3) a focus on ideals to counteract the loss of ideals in both PTSD and substance abuse; (4) four content areas: cognitive, behavioral, interpersonal, and case management; and (5) attention to clinician processes (helping clinicians work on counter transference, self-care, and other issues). Seeking Safety is held at a minimum of one time per week for 12 sessions for 90 minutes per session all scheduled in advance. Clients are grouped with their peers who reside in their respective houses during training in Seeking Safety, enabling them to build supportive relationships in classes and be more readily available to support each other for managing trauma symptoms outside of class. Each client participates in Seeking Safety during their treatment at some point during their stay. Each session has a sign in sheet, signed by each client and then each client has a clinical note in their electronic record including key topics discussed in the group.
- c. Journey beyond Abuse: The Haven uses the following curriculum: *Fischer, K. L, and McGrane, M.F. (1997). Journey Beyond Abuse. Saint Paul, MN: Amherst H. Wilder Foundation.* This curriculum was designed for women who are survivors of “violence by their male partners”; however, based on history and need clients may be provided this curriculum (typically in phase II of treatment) as a way to assist them in identifying unhealthy relationship patterns and to notice red-flags in relationships. Clients are able to process previous relationships and what is important to them in new, positive relationships that will also help support their recovery. The curriculum is based on teamwork, relationship building, and a philosophy that emphasizes empowerment and support. When offered, these groups take place over 21 sessions.

SECTION 13: STRUCTURE/MANAGEMENT OF THE TC

Staff oversee all clinical aspects of the program as well as the completion and monitoring of all oversight agency standards. Peer I and Haven utilize at minimum a CAC III level management staff: House Manager (Peer I) and Program Coordinator (Haven) to oversee daily operations. These positions supervise all clinical staff within each facility and monitors all aspects of the client government team.

1. Senior Client Government Team:

- a. The client government is comprised of senior clients of the TC who are in the later stages of their recovery and act as role models to their peers. The client government assists staff in making sure the houses run effectively in a healthy way and that the program rules are followed. The client government is closely monitored by staff and provides an essential function by providing feedback and support to their peers. Descriptions of these government positions are located in the house Program Manuals.
- b. At Peer I, client government positions include:
- Senior Peer Captain: This is the highest level of the client government team with no independent authority. The Senior Peer Captain acts as a liaison between staff and government positions and helps to assure clients are on time to scheduled groups and house needs are met. The Senior Peer Captain also assists staff with supporting peers during their behavioral assignments.
 - Peer Captain: Peer Captains assist the Senior Peer Captain in supporting clients to follow their schedule and complete their learning assignments. The Peer Captain also helps with out-of-house support for clients.
 - Peer Master: The Peer Master works with the Peer Commander (see bullet below), and with staff direction, delegates to senior Peer Captains, assists with orientation clients, maintains the daily schedule, and works with the other senior staff to write learning assignments.
 - Peer Commander: The Peer Commander informs staff of any basic needs and issues within the TC. Occasionally, the Peer Commander may provide feedback to clients regarding behaviors and attitudes.
- c. At the Haven, senior client government positions include:
- Family Manager: The Family Manager acts as a liaison between staff and government positions and helps to assure clients are on time to scheduled groups and house needs are met. The Family Manager also supports peers during their behavioral assignment and assures that her peers are completing their respective job areas. The Family Manager has no independent authority and must report to staff any issues or concerns.
 - Family Coordinator: The Family Coordinator serves as the assistant to the family manager. The Family Coordinator manages the senior sisters (see bullet below) and acts on the family manager's behalf when she is out of the house. The Family Coordinator recommends schedules for in house jobs/chores before taking them to staff for final approval.
 - Senior Sister: The Senior Sister assists other clients in identifying their behaviors and is charged with providing peer feedback when appropriate. The Senior Sister immediately notifies staff and family manager of concerns about client behaviors.
 - Government Secretary: The Government Secretary keeps copies stocked of all client forms and blank documents (blank forms, packets for phases, etc.). The Government

Secretary also assists staff in tracking the completion of client tasks (e.g., behavioral assignments) in a timely fashion.

- Orientation Head: The Orientation Head assures there is peer support to assist clients who are in the orientation phase of the program. The Orientation Head also provides peer support to orientation clients to help mentor clients on the rules and tools of the program.
- Kitchen Head: The Kitchen Head assists in inventorying food and putting away kitchen supplies. The Kitchen Head also receives training in ordering and how to develop kitchen shift schedules so that kitchen duties are covered by all clients.
- Industrial Therapy (IT) Head: The IT Head is responsible for monitoring the cleanliness of the house, assisting in tracking chores, and assisting with inventorying cleaning supplies.
- Communications Quarters Head: The Communications Quarter Head is responsible for assisting staff in ensuring there is appropriate coverage for the front desk to answer incoming calls and direct them appropriately to staff. This position helps to train clients in soft job skills related to phone skills, communication, and message taking. This client position also assists in providing peer support to clients in making appropriate phase phone calls home to their family clients or children.

SECTION 14: SOCIAL LEARNING AND BEHAVIORAL MODIFICATION TOOLS

Therapeutic Jobs: Within the TCs, clients are assigned therapeutic jobs to facilitate behavioral change, responsibility and personal growth. Per *Community Correction standard 5-160*, the assignment of work duties cannot improve the value of the facility or provide personal benefit to any staff or agent, and may not include chores such as plumbing, electrical and general construction.

Jobs/Work assignments are viewed as an opportunity for clients to build life skills, a positive work ethic, and accountability. In addition these assignments assists clients in soft skills needed for employment. Job assignments also serve to help change personal behavior, promote positive interpersonal relationships, create a sense of community, and promote right living. These opportunities allow clients to practice skills as well as handle responsibility and pressure prior to entering the workforce. Examples of jobs can include but are not limited to the following:

- Kitchen Duties
- Yard Duties
- Administrative Services (i.e.: phone, mail)
- Client Government (See above)

All clients are expected to participate in “industrial therapy” or chores on a regular basis to keep the houses neat and clean and as a way to maintain a clean, family-like atmosphere. Jobs assigned are a reflection of performance and investment. Newer clients are assigned to job functions which consist

of less complicated tasks. Whereas, more senior clients hold government positions in which they mentor peers and assure the work of the house gets done. Staff shall choose the right job functions for clients based on their clinical needs, strengths and deficiencies, and based on what may benefit their recovery the most. For example, if a certain client is shy and unassertive he/she may be assigned a job where they must learn to speak up to other community clients in a supportive environment. There are also ongoing educational sessions throughout the client's stay in which he/she learns from another client on how to perform a specific job, the relevance of the job to his/her recovery, and has an opportunity to practice performing the job.

2. **Immediate Feedback:** The TC offers a variety of tools to modify and facilitate changes in clients' behaviors over a period of months. A principal behavior modification technique is applying constant feedback to clients. Feedback helps the person become aware of certain aspects of his/her behavior and how that behavior affects others. By applying feedback on a daily basis, internalization of alternative behaviors appears to be enhanced. The following are a group of commonly used therapeutic tools to provide immediate feedback to clients. Each tool has a clinical purpose and every client receives or uses a tool at some point during their stay.

- A **“pull up”** is an immediate, behavior related, one sentence long verbal reprimand delivered in a neutral non-judgmental way by a fellow client or staff client used to make a person or a group aware of an inappropriate behavior, attitude or decision. The client must respond with a simple acknowledgement of the mistake/issue (“Okay”) to promote self-discipline and self-control. Clients document the pull ups they receive in their notebooks. Not only does the “pull up” make clients verbally aware, the more they visually see the incorrect behaviors in the notebook, the more likely they will become aware of, and change them.
- A **“trim”**, as compared to a “pull up” has a higher intensity. It is a spontaneous, on the spot form of feedback, delivered in a strong and clear voice by a fellow client or staff client. “Trims” are concise, and intended to impress the client immediately of the importance of the information or behavior. Trims take place in the milieu in the presence of other TC clients.
- In contrast to a trim or pull up, clients and staff may also acknowledge a client of a job well done, which is called a **“stroke”**. Given by a fellow client or a staff person, a stroke is earned by showing positive growth, initiative, role modeling, and positive attitude, improved parenting skills and/or investment in the program. Positive reinforcement is a critical part to the TC, as it rewards clients for good behaviors and is important for clients to gain increased self-esteem and self-efficacy.

Individuals with severe substance use disorders have rarely been forced to deal with the consequences of their mistakes, other than incarceration. In a TC, clients are expected to be honest with themselves and with other clients, taking responsibility for their behaviors, rather than blaming others. The TC uses the tools described below to facilitate behavioral change and self-reflection.

- **Weekly “haircut”¹¹** is a verbal reprimand delivered by staff (along with client government clients) in which the client remains silent while others describe the inappropriate behaviors that have occurred over the past week (such as using treatment tools inappropriately, gossiping, breaking rules, being negative, etc.) or issues that have surfaced. As part of the “haircut”, a client is assigned a learning assignment that provides specific feedback on what

¹¹ The term “haircut” is an historical reference to the 1960’s when “hippies” wore long hair, which when they entered TC treatment, was cut short, and used a form of verbal feedback.

changes need to occur to support healthy changes and eliminate negative behaviors. This verbal technique gives an individual an opportunity to examine their negative behavior and develop pro-social skills.

- In a “**mass haircut**”, several staff and multiple TC clients provide feedback to the client in question to address major program infractions (i.e., threatening behavior, stealing, and relapse). A mass haircut is a higher level of structured feedback within the TC and often results in a loss of status or position in the program.
- “**Work outs**” are a TC tool for clients to resolve a personal issue they are having with another client or staff client, thus improving communication and problem-solving skills. “Work outs” involve *two* people who need to resolve conflict and is mediated by a third person. The mediator assists by providing a summary of each person’s position on the issue at hand so that each client can see how their points are being expressed.

Many clients of the TC are former offenders, coming from a prison system. Within prison anyone telling on another convict is referred to as a “snitch”, and depending on what is shared, can result in physical assaults or even murder. In a TC, however, it is extremely important that clients talk about their peer’s behaviors.

- The TC approaches this by teaching clients that “I am your brother’s/sister’s keeper”, meaning that all clients are responsible for helping each other and themselves get better. Thus, a client may “**pull covers**” by going directly to a staff client to share another client’s behavioral issue or secret (such as a desire to leave the facility) because they have care and concern for their “brother/sister”. Clients will be asked by staff to document the secret or major behavioral issue in a written format. The “pulling covers” concept is very difficult to teach an offender population; however, it is essential that clients learn this concept so that they can learn to hold each other accountable and ultimately achieve and maintain their recovery.
- Clients with substance use disorders may be impulsive, therefore; in recovery it is essential that they have space to think before they react. Should a client need help with controlling their emotions or temper, a client may be asked to go on “**monad**”, which is a way for a client to stay silent, think about his/her actions, and reflect and process emotions in a healthy way. A monad helps de-escalate potentially volatile situations common among an offender population. Clients may also place themselves on monad as a tool to process their emotions or to reflect upon events of the day. Each house maintains a monad Log, and monad will not occur for longer than 15 minute increments

Within a TC, staff assigns therapeutic learning experiences/therapeutic benefits to address negative behaviors that are associated with a client’s substance use disorder, criminogenic needs, and individual issues. These assignments allow clients to learn from their mistakes and build personal strength and support self-discipline. The learning experiences/therapeutic benefits also communicate to clients in the TC milieu about behaviors and attitudes each client is working on, serving as a community mirror through which each individual's self-awareness is raised as the community gives continuous feedback.

- A staff or TC client of the government team (with staff approval) can assign a “**written paper**” on a relevant topic to a client who has been having issues surfaced by their fellow peers. The client is responsible for turning the completed paper into the government within a seven-day time period, who evaluate it and submit to staff. Papers are assigned based on

specific issues and vary in length from one to eight pages. Longer papers are associated with more severe issues. Clients are given a copy of their assignment, and a copy of the assignment is placed in their record.

- In addition, clients may be assigned to wear an **“issue card” (IC)**. An IC is a handwritten sign a client carries with them stating the specific issue or behavior they are working to address after they receive feedback for a rule infraction. This activity reminds the client of their behavior and teaches them responsibility and self-discipline.
 - Other learning experiences/therapeutic benefits include a **“verbal door”** or **“verbal room”**. Verbal door is a verbal statement describing an issue or behavior a client is working on that is made every time he/she enters a doorway. Whereas, a “verbal room” is a similar statement made every time a client enters a room. These experiences allow the client to (1) acknowledge a problem or issue and (2) communicate to the TC community what goals he/she is working on so they can support the client in changing the behavior and holding him/her accountable for meetings their goals.
 - Lastly, learning experiences/therapeutic benefits can include: (1) **“monad”** described above, (2) talking with other peers (**“dyads”** and **“triads”**) or (3) performing a certain **“job”** or **“task”** in the community to address an issue. For example, if a client is isolating themselves, they may be assigned a task to increase their visibility and interaction with others.
3. **TC Group Activities:** In the TC, there are many forms of therapeutic group activities. Groups are facilitated by staff to assist clients to effectively resolve problems, see themselves as others see them, stop blaming others for their negative behaviors, and address sensitive issues without the need for drugs, violence or other criminogenic behaviors. Some of these group activities involve directly addressing/confronting behaviors. Staff ensures that all group activities, including those confrontational in nature, are healthy and productive and promote open and honest communication among TC clients. Process groups that can be counted toward the five clinical contact hours are described in detail above in the Section: *Clinical Groups*.
- In addition to “work outs” described above, clients can **“drop a slip”** throughout the day in which one client specifically requests that another client attend a group session where he/she can interact with this client to deal with a particular concern. Any staff can facilitate this group session and support both clients in expressing their feelings appropriately, and guiding the discussion toward an amicable resolution. Clients can also “drop a slip” asking to speak to a counselor individually or to speak to the mental health team, outside of their regularly scheduled appointments.
 - As part of a treatment commitment¹², clients are required to develop an **“original encounter”** to be presented to a group of their peers. This encounter group must be unique to the individual’s life, and assist other peers in becoming attuned to specific needs/issues of the client, or must contain information that will be helpful to a client’s recovery. Examples include encounter groups on cultural and ethnic traditions, family traditions, and recreational or fun encounters which can assist clients in pro-social drug free activities. These encounters must be approved by staff and are often related to a specific treatment plan goal that a client is working on.

¹² When a client completes the orientation phase, they are welcomed into the program and are given “treatment commitments” that must be completed.

- **“Marathons”** are an intense form of group therapy that last an extended period, 24 to 48 hours, and use multiple types of therapy groups (process groups, encounter groups, treatment concepts and lectures, etc.). Clients are addressed on attitudes and behaviors they are *very* resistant to changing. The long period of time serves to erode the client’s defensive behaviors and attitudes that are common among the offender, anti-social population. These groups also incorporate fun encounters to help to bond the clients and create a supportive environment.
- **“Triads”**, consisting of three clients, provide a smaller group feedback process in which an individual client receives feedback from their peers. The client who is receiving this feedback then responds using his/her thoughts and feelings. “Triads” encourage interpersonal skill building, self-control and self-awareness.

SECTION 15: COMMUNITY GIVE BACK AND RECREATIONAL ACTIVITIES

1. **Community Give Back:** Throughout the course of the year, clients have the opportunity to participate in a variety of community give back activities which allow clients to share what they have learned with the community. The number of community events vary each year, and the type of give back activity that a client participates in is dependent on his clinical needs. Examples of community-give back events include: presentations on addiction and recovery to local schools, assisting with community projects (nursing homes, holiday feed the homeless events), and participation in AIDS Walks. Typically, more senior clients farther along in their treatment with privileges to get out of the house participate in the community give back events. Staff shall accompany clients to these events. Some activities are seasonal, and others are based on opportunities and donations.
2. **Recreational Activities:** The TC has a partnership with National Association for the Sports and Disabled which provide opportunities for clients to participate in hiking, mountain biking, skiing, and snowboarding activities over the summer and winter seasons. Clients can also attend the Colorado Rockies or Denver Nuggets games and other cultural events. All of these external activities must be earned as rewards for clients. Staff accompany clients to these events.

SECTION 16: GROUP MEETINGS

Group meetings within the TC are designed to encourage each client’s involvement by giving speeches, asking questions, making comments and announcements and to support clients in building relationships with their peers and to demonstrate investment in the program. Group meetings can be facilitated by non-certified (i.e., people in recovery) or credentialed staff. Below we describe the types of group meetings that occur within the TC:

- **Government meals:** Client government meet with staff to discuss the current issues they see with clients, staff or the facility overall. These meetings can occur during mealtime and help to create plans for client participation and support. These meetings last at least 30 minutes.
- **Morning meetings:** At morning meetings, clients within the TC meet together to review overall progress, sharing what they are working on to make the community aware of what support they may need. Clients also participate in “slip games”, or short skits as a way to learn how to reduce social inhibitions, laugh and have fun. Morning meetings occur daily Monday through Friday, are facilitated by a program staff person and last an hour.

- Phase meetings: Phase meetings are scheduled in advance and are held weekly to discuss a client's progress or issues they may be having in their program phase. All phase meetings are facilitated by a program staff person and include clients/clients who are involved in that particular phase. For example, the later phase meetings include senior TC clients who are in the re-entry phase and are looking for work or outside vocational opportunities and need help dealing with relapse triggers and temptations.
- Family or house meetings: Family or house meetings are held periodically on an as needed basis involving all the clients, with program staff facilitating and participating in order to address any problems specific individuals are having or to explore issues within the house as a whole. It can also be a venue to provide updates to clients. These meetings can last between 1 and 2 hours.

SECTION 17: DISCHARGE

Principle: Engage ongoing support in natural communities

- A) Discharge Criteria: Criteria for discharge occurs when clients complete all phase commitments, complete their individualized service plan goals., are employed, maintain negative drug and alcohol screens, obtain housing, and are self-sufficient. Clients must also be compliant with all of their legal obligations and paying toward restitution and fines.
- B) Discharge Planning: All clients who successfully complete the program are transferred to the Outpatient Therapeutic Community followed by the residential phase for continuing care services in an outpatient setting. Client education regarding the need for aftercare services shall be addressed in the residential treatment component as the client progresses towards treatment goals. Discharge planning shall be conducted consistently with section 20.219.54 of the *Behavioral Health Rules*.
- C) Support Services: Support services for continuing care should be developed consistently with section 20.219.6 of the *Behavioral Health Rules*.
- D) Discharge Summary: The provider shall create a discharge summary (for both successful and unsuccessful terminations) that includes a review of the supervision plan, individual treatment plan, objectives, progress, and problems demonstrated by the client. The summary shall also describe the reason for termination and recommendations for continued supervision and treatment. This discharge summary is passed on to the Outpatient Therapeutic Community staff to use to inform the outpatient Individualized Treatment Plan. The TC shall provide housing assistance as part of the discharge process.

SECTION 18: OUTPATIENT THERAPUETIC COMMUNITY

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

environment on the Fort Logan campus. The transitioning Haven clients have access to transitional housing in an apartment community a few miles away from Fort Logan or through a transitional living house also located on the Ft. Logan campus for women only and their infant or toddler children; both of these facilities provide a “community living environment” and lower the cost of housing to help with their transition into the community and continuing the philosophy of the TC. There is no treatment provided in the transitional housing units.

Clients remain in Phase A and Transitional housing for approximately 3-5 months and attend group three times weekly at the OTC facility. Phase B is typically another 3-5 months, requires moving into their own residence, either alone or with a roommate(s), attending group twice per week and meeting the other conditions of the program. Each client is given a set of behavioral and written assignments, two community “give back” assignments and must complete elements of their treatment plan in each of these 2 phases, prior to earning Graduation which occurs twice a year. Once they have graduated the program they progress into Graduate phase, which is typically a six month stay, requires weekly group attendance and some additional assignments. OTC requires clients complete an application, and staff evaluates their progress prior to moving into the final phase of the program, Post Graduate, as we have found that as in all other levels of the TC, “status is more appreciated when it is earned” and not based primarily on time. The Post Graduate phase lasts until the client completes their legal sentence and typically requires no group attendance except those as deemed necessary to fulfill their treatment needs which is assessed with their counselor monthly. Clients who fulfill their legal obligations during the course of the residential or outpatient treatment phase can voluntarily decide to continue involvement in treatment to earn graduation.

The specific client services are determined by the results of their ASI, SOA-R, and any other assessments conducted at intake, recommendations provided from the residential staff, observations and assessment of the OTC staff, as well as, interactions with the specific client and their identified goals. As stated earlier, the amount and frequency of urine, breathalyzer, case management/counseling sessions, home visits, and phone calls are determined by the standards required by DCJ, Department of Corrections and OBH and our evaluation of a client’s needs. The need for other specific services, such as mental health, family/marriage, physical health, education, employment, etc. are evaluated by the previous assessment tools and ongoing dialogue with the specific client. During the individual meetings with clients, the counselor reviews the urinalysis and breathalyzer results; progress toward or changes in treatment goals; compliance with legal requirements, such as restitution payments; and compliance with program stipulations. The staff complete monthly “progress reviews” as required by DCJ and six month reviews of service plans as required by the Office of Behavioral Health and all services including unscheduled services (such as medical, police contact, missing a drug test/group, etc.) are documented in their electronic record.

Group Therapy/Clinical Services

Groups at the OTC are offered in both the morning and the evening to accommodate clients’ work schedules. In most cases, groups are “gender specific” unless modified to meet a specific need and are facilitated by a CAC II or higher or Master’s level clinician. The types of groups are described below:

- **Orientation:** This is a one-time 90-minute group facilitated two times monthly by Phase B and Post Graduate clients to “orient” new clients to the program. The new clients receive a written packet with definitions of program terms, commitments which they will be working on in the orientation phase of the program, and copies of the program rules. They are provided with a copy of the typical Phase A commitments with guidelines on how and when these need to be completed. It is primarily a didactic format that allows time throughout for questions and comments. There is typically a portion of time

at the end of this group that a staff client will be present to answer any questions that the peers cannot answer.

- Strategies for Self Improvement and Change (SSIC)-Phase II and Phase III: This is the same curriculum identified in the Residential Scope of Work above and the last two phases of the curriculum are done in the outpatient setting. The group utilizes a gender specific format. Each group is facilitated by a CAC II or above who has completed a three day course or longer on the curriculum. Phase II is 22 Sessions, 90 minutes each session, taught two times per week. Three modules in this phase focus on the following: (1) Mental Self-Control: Managing Thoughts and Emotions, (2) Social and Relationship Skills Building, and (3) Skills for Social and Community Responsibility. Phase III is eight Sessions, 90 minutes each, taught once per week. The two modules in the phase focus on the following: (1) Relapse and Recidivism Prevention: Strategies for a Balanced Lifestyle, and (2) Strengthening Ownership of Change: Skills for a Healthy Lifestyle.
- Dialectical Behavior Therapy (DBT): This is the same curriculum described in the Residential Scope. DBT is supported by an OTC staff client credentialed to facilitate treatment and clinical interns who complete approximately 15 hours of training and supervised by licensed clinical staff in the provision of DBT for a ten week period in the DBT model prior to providing the groups at OTC. This has been provided in two different formats: one is a “skills building format”, educating the clients on the DBT skills and potential applications and the other is a “Graduate” group for those who have completed the skills building class at OTC or in residential. The groups are all facilitated weekly by a CAC II or higher or Master’s level clinician for 8-10 weeks, 90 minutes each session. This group can be done as a gender specific or mixed gendered format.
- Women’s Group: This group is offered three different days weekly to accommodate the schedules of the clients and to ensure that the group size does not exceed 12 people. One of OTC’s female counselors with a CAC II or above facilitates this process group which covers a variety of topics based on facilitator choice and client need. It is done weekly for 90 minutes, and female clients attend this group while in Phase A and Phase B, or approximately 6-8 months. The group addresses relationship concerns, birth control, stress, financial challenges, outside support, parenting issues, employment, interpersonal skills, behavioral concerns, and any other life issue that may surface in the daily experiences of our clients.
- Men’s Group: This group is offered two different days weekly to accommodate the schedules of the clients and to ensure that the group size does not exceed 12 people. The group is facilitated by a CAC II or above or a Master’s level clinician. Similar to the Women’s Group, the Men’s Group is both process and educational and covers a variety of topics based on facilitator choice and client need. It is done weekly for 90 minutes, and male clients attend this group while in Phase A and Phase B, or approximately 6-8 months. The group addresses relationship concerns, stress, financial challenges, outside support, parenting issues, employment, interpersonal skills, behavioral concerns, and any other life issue that may surface in the daily experiences of our clients.
- Relapse Prevention: OTC uses the following two curriculums for its relapse prevention program: *Counselor’s Manual for Relapse Prevention with Chemically Dependent Criminal Offenders-TAP19 Substance Abuse and Mental Health Services Administration* and *Williams R. Relapse Prevention Workbook for African Americans: Hope and Healing for the Black Substance Abuser*. Relapse Prevention is a 90 minute group held twice weekly for men and women in the mornings to accommodate those that work in the evenings. It is facilitated by a CAC II or higher or Master’s level clinician and typically lasts 8-12 weeks depending on the client.

Exhibit B

- Peer Feedback Group: These groups are offered four times weekly for men and twice weekly for women. They are typically 90 minutes in duration and are mostly facilitated by a CAC II or higher or Master's level clinician with no more than 12 in each group. However, at times, these groups are facilitated by a client or a staff client that has not reached this level of certification and therefore do not count towards the five clinical contact hours at OTC.
 - Therapeutic Community Group: Facilitated by a CAC II or higher or Master's level clinician, the TC Support group is for graduates of the Department of Corrections TC that transition from Peer I. This is a 90-minute weekly group that all TC graduates are required to attend until they graduate from the program. This group's intent is to maintain the relationships and support that the group clients have developed through their TC experience both "inside and outside" of prison. The group focuses on adjustment issues from prison including life skills, relationships, overcoming institutionalization, socialization, boundary setting, and a variety of other issues that occur with people that have experienced long term or lengthy incarceration.
 - Graduate Group: This is a weekly group held for all new graduates of the program, held for the 6 months immediately after their graduation, lasts for 90 minutes, and is facilitated by a CAC II or higher or Master's level clinician. The purpose of this group is to help clients understand that graduation is not the end of recovery, serving as a source of support for the graduates and helping to further develop their plan for long term recovery.
 - Family Orientation: This is a group that is required for clients prior to graduation and requires their attendance as well as attendance of "family clients/friends" to educate them on the rules, policies, purpose and intent of OTC. The group is 90 minutes and can be facilitated by any program staff client, and often involves a senior client that offers testimony of his experience in the program.
 - Panel Interview: This panel interview process is done twice monthly and is co-facilitated by Phase B and Post Graduate clients. The intent of this process is to screen potential OTC clients for any concerning behaviors or thinking, do an initial education of the program, and continue with the "philosophy of the TC" by utilizing peers in this process. The clients complete a questionnaire and subsequently are interviewed by 2-3 panel clients about their plans for ongoing treatment/recovery.
 - Clean Day Celebration-Progressions-Monthly Acknowledgements: This is a group held monthly, typically lasting 90 minutes but can be longer. During this group, OTC provides a meal and acknowledges those clients who have fulfilled annual clean day anniversaries, progressed to Phase B, or have provided exceptional service to Peer I, The Haven or another organization in the general community with a certificate for their service.
- Life Skills: OTC conducts a weekly 90-minute group on Stress Management and Time Management on a quarterly basis. Participants include clients referred by their primary counselor as a result of the counselor's assessment or the client's request for assistance in these areas. These groups are facilitated by an OTC staff client. The curriculum utilized for the Stress and Time Management is taken from *Life Management*, a curriculum offered through the Change Company. OTC staff also facilitate a six-week Tobacco Cessation Program.
- Healthy Relationship Curriculum: This is a three-week gender-specific two-hour group (*Within my Reach- WMR, 2005*) facilitated by the Center for Relationship Education. Targeting individuals who may be vulnerable to poverty, this curriculum is designed to improve clients' relationship success and communication with and parenting their children.

Additional services at OTC include:

Monitoring Services:

- Drug Testing
- Home Visits
- Employment Verifications
- Individual Case Management

Enhanced Services:

- Psychiatric Evaluation and Medication Management
- Transitional Housing
- Rental Assistance
- Bus Passes/Vouchers
- On Site Child Care available

Additional Services:

- 24 Hour Crisis Phones (2)
- Peer Facilitated Services
- Collaboration with ArtReach to provide free tickets for theatre, sporting events, concerts, etc.
- “In House” Fundraisers to cover costs of recreational and other client activities
- Medication Assisted Treatments
- Recreational Activities

Proprietary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6399 S. Fiddlers Green Cir Suite 200 Greenwood Village CO 80111	CONTACT NAME: Nathan Kathol PHONE (A/C, No. Ext): 303-889-2548 FAX (A/C, No): 720-200-5127 E-MAIL ADDRESS: nathan_kathol@ajg.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Princeton Excess & Surplus Lines Ins Co	NAIC # 10786
INSURER B : Arch Insurance Company	11150
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1328043213** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Educ Legal Liab. <input checked="" type="checkbox"/> SIR - \$1,250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N3A3RL000001012	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ None PRODUCTS - COMP/OP AGG \$ Included \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SIR Limit <input checked="" type="checkbox"/> \$1,250,000			N3A3RL000001012	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ InAbove BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCX002954810	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For WC Coverage - SIR - \$1,500,000.

Evidence of Insurance RE: University of Colorado Denver, Addiction Research & Treatment Services (ARTS)

CERTIFICATE HOLDER

CANCELLATION

Denver Department of Safety Community Corrections Division 303 West Colfax Avenue Denver CO 80204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---