

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **THE COLORADO NONPROFIT DEVELOPMENT CENTER**, a Colorado nonprofit corporation, whose address is 789 Sherman Street, Suite 250, Denver, Colorado 80203 (the “**Contractor**”), who shall be individually referred to herein as a “**Party**” and jointly as the “**Parties**”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated December 20, 2012 and amended on May 6, 2013 and January 2, 2014 to provide staff and operate the Community Reentry Project for individuals transitioning from County Jail to the community (“**Agreement**”); and

WHEREAS, the Parties desire to amend the Agreement to update the Scope of Work, extend the term and increase the compensation to the Contractor.

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

1. All references to “**Exhibit A**”, “**Exhibit A-1**” and “**Exhibit A-2**” in the existing Agreement shall be amended to read: “**Exhibit A-3**”. The Scope of Work marked as **Exhibit A-3** is attached hereto and incorporated herein by this reference.

2. Article 2 of the Agreement entitled “**Term**” is hereby amended to read as follows:

“**2. TERM:** The term of the Agreement is from the January 1, 2013 until December 31, 2015, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the tasks specified in **Exhibit A-3** have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement (“**Term**”). Subject to the Manager’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.”

3. Article 3(A) of the Agreement entitled “Maximum Contract Amount” is amended to read as follows:

“3. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A-3** shall in no event exceed the sum of **ONE MILLION FIVE HUNDRED FIFTY THOUSAND ONE HUNDRED FIFTY THREE DOLLARS AND THIRTY TWO CENTS (\$1,550,153.32)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.”

4. Except as herein amended, the Agreement is hereby affirmed and ratified in each and every particular.

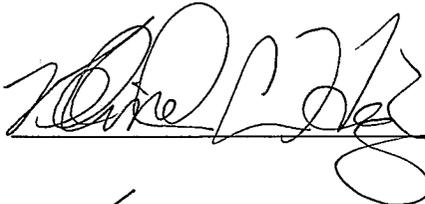
EXHIBIT LIST:

EXHIBIT A-3 – SCOPE OF WORK

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: SAFTY-201208794-03

Contractor Name: COLORADO NONPROFIT DEVELOPMENT CENTER

By: 

Name: KEINDA A. HIGGS
(please print)

Title: PRESIDENT/CEO
(please print)

ATTEST: [if required] N/A

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Exhibit A-3

Scope of Work: Colorado Nonprofit Development Center (CNDC) to provide for the Community Reentry Project (CRP)

Jan 1, 2015 – Dec 31, 2015

1. This contract provides for oversight of the Community Reentry Program.

2. Contract # 201208794-03

3. Revenue Source:

Crime Prevention and Control Commission Special Revenue Fund

4. Contractor information:

Colorado Nonprofit Development Center
Melinda Higgs, President/CEO
789 Sherman Street, Suite 250
Denver, CO 80203
www.cndc.org
ph 720-855-0501
cell 303-520-3193

EIN Vendor

5. Time Frame:

January 1, 2015 - December 31, 2015

6. Initiative Background and Purpose:

Funds will be used to operate and maintain staff to for Community Reentry Project (CRP). The vision for Jail to Community Reentry in Denver is: To reduce recidivism and improve the quality of life and safety in the Denver community. The Mission: The jail to community collaborative connects participants transitioning from jail with supportive skills, resources, and relationships to promote positive community involvement and a safer Denver.

The Community Reentry Project and its staff provide critical services for inmates and recently released persons from the county jail. Offenders have a history of repeated violations at the City level (Ordinance) and are sentenced to jail and/or County Misdemeanor level offenses. This effort is part of Denver's implementation of an evidence-based reentry process: the Transition from Jail to Community (TJC) model of the National Institute of Corrections/Urban Institute. The model calls for a comprehensive reentry process including but not limited to client assessment, transition and case planning, targeted services and evaluation. Reentry work in Denver is a collaborative process between the Denver County Jail management, its reentry staff

and community based providers; largely those of the Community Reentry Project. This model is designed to target medium to high risk to reoffend inmates upon entrance into jail and provide services to them through transition into the community, with the goal of reducing recidivism. Staff and programs are co-located and use a common data collection system.

CRP provides services to not less than 200 new and continuing clients per month at their community-based site. This number includes an average of 60 new clients per month that undergo an intake process with CRP staff.¹ The average length of services for those who successfully complete CRP programming is 9 months. Changes in the client population served will be based on data reflecting jail population needs and trends and only with Sheriff and CPCC agreement and approval. Once in the community, clients who are residents of other counties, and/or who are under supervision from other counties and have not served a sentence within the past year at the Denver County Jail are not eligible for services to be paid for from CPCC funds. Other criteria and procedures will be followed as outlined in the Jail to Community Reentry Handbook and as directed through the Transition from Jail to Community (TJC) Model with final approval from CPCC.

As part of the TJC model, CRP staff, in conjunction with Denver County Jail staff, will assess client risks and needs and provide core services (pre-approved, offender specific cognitive-behavioral skills curricula, employment readiness, coaching, and placement, benefit and ID acquisition, and case planning and management) to clients in jail and transitioning from the Denver County Jail to the community. Persons who are fully engaged in core services may be eligible for limited emergency transitional housing, public transportation and related vouchers (i.e. clothing). Depending on budget and availability, services and/or referrals may also include educational supports (i.e. GED preparation), family reunification and parenting, healthy living skills, relapse prevention, mental health, trauma and substance abuse treatment referrals, computer skills and related resources and supportive services.

Clients eligible for services will have a Proxy risk to reoffend score between 5 and 8 or according to appropriate assessment tools, scores that fall into medium or high risk and needs categories. Staff will use the LSI (training on the LSI is required before administration) or WRNA (Women's Risk and Needs Assessment) and other agreed upon actuarial assessment to identify needs of clients. Case plans shall be based on the needs identified through assessments, as well as information gained from mental health, substance use and trauma assessments, and client history. Clients must have a current sentence for a Denver City Ordinance or Misdemeanor and be residents of Denver.

CRP staff will perform services at the Denver County Jail, and at the Community Reentry Project site at 655 Broadway. Additional work sites may be identified and

¹ Based on one year of intake completion data (Q3, 2012-Q2, 2013. Intake includes an initial appointment with an assigned case manager and completion of a risk and needs assessment (LSI).

approved. Some services may be provided from other agencies and sites as appropriate. Staff work includes:

- a. Coordinate and implement evidence-based client services (cognitive skill, employment and case management) in compliance with the TJC model, with CPCC staff and Programs Committee.
- b. Maintain and ensure fidelity to principles, techniques and curriculum delivered.
- c. Ensure that CRP staff attend trainings as scheduled and use training appropriately.
- d. Maintain communication and coordination with other vendors as appropriate and approved by the CPCC Programs Committee
- e. Ensure CRP staff follow and work with jail, CPCC staff and Programs Committee to update the Transition from Jail to Community Handbook.
- f. Ensure client eligibility for program services. Conduct an intake and assessment on all program participants to identify appropriate interventions that match client needs and risk levels. Provide regular client follow-up and support as appropriate. Make appropriate referrals for internal and external services. Open and discharge cases in a timely fashion, working with clients to successfully complete their assigned case plan wherever possible.
- g. Provide case management services and group facilitation and instruction in the jail and community; case managers carry a minimum caseload of 35 at any given time.
- h. Complete all required data entry accurately and in the determined timeframe including completion of a quarterly report.
- i. Participate in all aspects of the program/process evaluation. Staff must participate in all levels of quality assurance measures including documentation, peer observations, supervision meetings with the CRP Director and other means of monitoring quality, performance and providing feedback.
- j. Adhere to client confidentiality laws.

Services to be delivered by staff have already been identified by the CPCC program committee in conjunction with the DSD Programs Unit. New services or modifications to current approved services shall not be implemented without CPCC approval.

CRP staff agrees to apply motivational interviewing and cognitive-based case management skills according to their level of training. Furthermore access to incentives, such as bus passes and housing must be coupled with active participation in, or full completion of cognitive behavioral education modules/classes. Addressing the major criminogenic needs of antisocial thinking, attitudes, companions, and personality are proven to reduce recidivism. Enhancing decision making, critical thinking and problem solving skills, and increasing pro-social supports through targeted interventions using the appropriate frequency, intensity and duration should be considered as part of service delivery to meet these needs.

Supplemental vendors may be selected by CRP staff, under CPCC oversight and through the CPCC operated Programs Committee. The City, CPCC and the Programs

Committee retain the right of approval for said vendors including the type and cost of services.

CPCC Funds contracted through the Colorado Nonprofit Development Center are to be used for staff positions, operational costs and indirect cost for CNDC. All costs are based on 12 months. CPCC will cover the costs and maintenance of computer, phone, fax and internet services. All such equipment and furniture is the property of the City.

7. Budget: \$549,025

Staffing for the CRP project is directed by CPCC to best manage the types and scope of services necessary to meet the needs of persons returning to Denver. All CRP staff is subject to CNDC's personnel and administrative policies and must clear a criminal history check prior to hiring conducted by the Denver Police Department through the Manager of Safety's Office. CRP staff that conduct services in the Denver County Jail may be subjected to a Denver Sheriff background clearance and attend an institutional orientation prior to working in the jail. Persons with a current open criminal case are not eligible for hire without prior approval from CPCC and the Manager of Safety. Job candidates with criminal histories will be reviewed on a case by case basis by the CPCC, ultimately, hiring decisions in such cases rests with the Manager of Safety.

Staffing pattern includes program director, administrative services and case management and employment program specialists. Salaries and benefits costs are based on the Office of Human Resources (OHR) guidelines for the City and County of Denver. The CNDC is eligible for contract renewal as long as there continues to be an agreed upon need and funds are available.

Operations costs are part of the contract to include direct client services, operating supplies and mileage. The Colorado Nonprofit Development Center and CRP agree that they will not pay or incur costs that exceed this budget.

Personnel Costs: Costs are not to exceed: \$404,809.00

1. Director = (622N) \$ 53,992
2. One Management Analyst/ Office Manager = (612C (7)) \$ 41,265
Case Managers = (620N) 45,204 x 5 = \$226,020. Case manager positions may be used as employment positions. Case managers, in addition to carrying a case load, must facilitate cognitive behavioral education, job readiness, and other interventions as necessary/directed by CPCC in the jail and community. Case managers must also maintain accurate and timely client data for program evaluation purposes. Assessments, case plans and case management must be documented and current.
3. Benefits for all positions: \$ 321,277.00 salary + 26% benefits = \$83,532.

Operations Costs:

1. Indirect Costs \$48,577

Provides a flat rate of 12% for program administration, operations payment processing costs, accounting, insurance and financial management and reporting and project fee.

2. Office Supplies: \$7,717

- a. Paper, pens, client file folders, toner, etc. $\$471.42 \times 7 \text{ staff} = \$3,300$
- b. Copier lease \$4,417 (may be paid via journal voucher directly from CPCC)

3. Client Services: \$51,000

- a. Treatment Incentives including tools, specialty clothing, etc: \$3,000
- b. Emergency housing, not to exceed 2 weeks total without Director approval. Client must be currently and actively engaged in CBE as a core service. If clients are not working, they must be actively engaged in job readiness and seeking activities: \$20,000
- c. Group refreshments and graduations: \$3,000
- d. Transportation/RTD: \$20,000 Monthly bus passes and/or tokens may be provided to clients who are currently and actively engaged in job seeking, or within the first two months of being hired for a job that requires transportation and have demonstrated they have no other means of transportation or access to funds/resources to pay for RTD passes/tokens. Eligible clients must be in currently and actively engaged in Cognitive Behavioral Education (CBE) or have completed all modules of CBE. If a client does not have a job, in order to be eligible for RTD passes, they must be actively working with CRP or approved employment services to become employed. Clients may not receive more than 4 bus passes in a year.
- e. Client specific treatment: \$5,000 total
 - i. UA Labs and BA's at approximately \$15 (or partial payment) x 240 for persons who can demonstrate they cannot pay and there are no other means of payment. Requires Director approval = \$2,000
 - ii. Domestic violence, trauma management, job certifications and other specific treatment modalities that require licensure or specialized expertise can be contracted to providers as approved by the CPCC. \$3,000. All services and payments are only for clients who are currently and actively engaged in services and when there are no other means of payment.

4. Staff training and development (as approved by CPCC). Funds are not used to attend general conferences: \$1000

5. Rent and Utilities: Paid to Denver Health and Hospital: \$27,522

6. Parking spaces: $\$325/\text{month} \times 12 = \3900

7. Mileage Costs: \$4,500

CRP direct service staff will be traveling to and from the jail and community locations on a daily or weekly basis. Mileage will not be paid for staff going directly to or from the place of work (ie. Jail, 655 Broadway, community site) from or to home if that is the only destination for the day. Estimated costs for staff travel are based on \$.50/mile (20 miles round trip to and from the jail) for 6 staff. Staffing patterns will need to be closely monitored to maximize mileage reimbursement.

The CNDC may invoice the CPCC for personnel and indirect costs up to two months ahead. Staff time sheets and payroll register backup are required within 30 days of payment.

8. CNDC Areas of Responsibility:

CNDC is responsible for Human Resources services including benefit enrollment, payroll functions, insurance and billing of payroll costs to CPCC.

- 1) Human Resources: CNDC agrees to work with CPCC staff to manage personnel-related issues as appropriate. This includes working cooperatively with CPCC and CRP to manage the hiring and release, if necessary, of staff as well as staff management functions in accordance with employment and EEO laws and practices, including:
 - a) Regular staff performance reviews and staff evaluations as requested.
 - b) Hiring, firing and discipline of staff in accordance with CNDC's employment policies (see policy regarding background checks - item d) and its modifications
 - i. Ensure open hiring practices.
 - ii. Due to staff access to protected client data maintained by the City, staff, volunteers and interns must complete and pass criminal history checks PRIOR to being approved or offered any position within CRP. Background checks are performed by the Denver Police Department via the Manager of Safety's Office. CPCC and/or the Manager of Safety have the right to decline/reject staff based on criminal history and/or current system involvement without negotiation. Staff must be willing to work with currently and previously incarcerated persons. Staff must be capable of careful documentation.
 - c) Report immediately to CPCC if CRP staff is engaged in unlawful activity.
- 2) Financial Management:
 - a) Work within the set CRP staffing budget; expend funds according to the contract.
 - b) Payroll, check disbursement, and administration of funds including financial management, invoicing/billing, budget reconciliation and financial reports.

- c) Prepare and provide monthly financial reports to the CPCC and/or its designees. Provide verification of expenditures with payroll back-up.
 - d) Work with CPCC regarding any audits. Keep in their original form ALL CRP records and documents for a minimum of 3 years.
- 3) Additional human resources functions:
- a) Provide and maintain appropriate staff liability insurance including Professional Liability Insurance
 - b) Provide a copy of CNDC's employee handbook and policies to the CPCC and the CRP staff. The CNDC will conduct an orientation for all CRP staff (both existing and subsequent new hires) on CNDC's employment policies (including payroll policies, holiday, vacation and sick leave, professional conduct, etc.) within the first month of the transition or new employment.
- 4) Work with CRP staff to ensure the Transition Reentry Handbook is updated and approved by CPCC.

9. Performance Reporting:

CRP staff, under the oversight of CPCC and its agents are responsible for implementation of the program. CNDC is responsible for ensuring that CRP is submitting reports.

- a. Quarterly Performance Reports will be submitted to CPCC Executive Director by CRP staff no later than the last day of the first month following the respective quarter. Designated CRP staff will work with CPCC staff to generate reports to include at a minimum the following information, and any currently requested information by quarter (reports will also show a history of previous 3 quarters in addition to current to provide trend information by reporting area):
 - 1. Number of clients referred to the program for services
 - 2. Number of new clients enrolled and completed intakes and by referral type
 - 3. Number of continuing clients
 - 4. Average length of stay in services by type of discharge
 - 5. General profile of clients served (age, ethnicity, gender)
 - 6. Number of classes/groups provided, attendance and completion rates by type of class
 - 7. Number of clients met with on a one-to-one basis / number of sessions
 - 8. Number of individual services by type and number of persons served
 - 9. Average client caseload per case manager (must maintain a caseload minimum of 35)
 - 10. Track recidivism rates (new arrests) for Denver and statewide using respective online court data systems. CPCC may need to help with recidivism.
 - 11. Other reported items that are not captured through data entry may include:
 - a. Client narratives
 - b. Accomplishments, areas for improvement, missing process

or data items

- b. To ensure accurate monthly reporting, CRP staff must enter data in an accurate and timely manner and a process for regular data integrity checks must be established and maintained.

10. Other: The Colorado Nonprofit Development Center will maintain all CRP related financial and non-operational employee related records for up to 3 years. Agency will accommodate CPCC with on-site visits and/or audit requests as appropriate. Appropriate program records that are pertinent to grant management requirements will be accessible. CPCC will provide for the costs of rent, operations, phones, fax, Internet, and access to City data systems.

Limitations/Notes:

Program will be evaluated. Results will be used to determine future funding of the program past December 2015.

Funds can only be spent on the Community Reentry Project functions as directed by the Crime Prevention and Control Commission.