

FOURTH AMENDMENT TO AGREEMENT REGARDING THE USE OF THE
ARAPAHOE COUNTY SHERIFF'S OFFICE DETENTION FACILITY FOR A
RESTORATION TO COMPETENCY PROGRAM FOR INDIVIDUALS FOUND
INCOMPETENT TO STAND TRIAL

This Amendment to the Agreement Regarding the Use of the Arapahoe County Sheriff's Office Detention Facility for a Restoration to Competency Program for Individuals Found Incompetent to Stand Trial (the "Agreement") is made this _____ day of _____ by and between the Board of County Commissioners ("BOCC") and Sheriff ("Sheriff") of Arapahoe County, Colorado, and Wellpath Recovery Solutions, LLC (f/k/a Correct Care, LLC) (hereinafter "WRS") (the BOCC, Sheriff, and WRS hereinafter collectively the "Parties" or individually a "Party").

WHEREAS, the Parties have entered into the Agreement which was executed on or around February 23, 2016 to provide a Restoration to Competency Program at the Arapahoe County Sheriff's Office Detention Facility for individuals found incompetent to stand trial; and

WHEREAS, Correct Care, LLC formally changed its name to Wellpath Recovery Solutions, LLC; and

WHEREAS, the Parties agree that it is necessary and in the best interest of Program Participants to make certain alterations to the Agreement, including additional custody and security staffing; and

WHEREAS, such additional staffing necessitates an alteration to the per diem rate.

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as listed below.

1. The Agreement shall be amended throughout to change all references from "Correct Care, LLC" or "Correct Care" to "Wellpath Recovery Solutions, LLC" or "WRS," respectively.
2. Section 2(b) of the Agreement shall be amended to read as follows:

Assign twenty-two (22) deputy sheriffs, two (2) sergeants, and a half-time (.5) lieutenant specially trained in crisis/special intervention techniques to provide security for WRS staff within the Program Area. WRS and the Sheriff shall work together to assign the staff among the various areas and shifts within the Program Area based upon the fluctuating populations, acuity levels, and security concerns of Pod 5B, Pod 5D, and Pod 5E at any given time.

In the event one of the Programs is terminated for any reason, the Parties shall mutually agree upon the number of deputy sheriffs necessary to ensure the Sheriff meets its security obligations hereunder.

Sheriff shall provide deputies as identified in Attachment C attached hereto and shall typically provide seven (7) to nine (9) deputies on a given day during program hours but in no event fewer than six (6) deputies during programming hours Monday through Friday. During Saturday programming, the typical staffing will be five (5) deputies and in no event fewer than four (4) deputies. Programming hours are Monday to Friday from 9:00 am to 5:15 pm and Saturday from 9:00 am to 3:00 pm. Changes to programming hours will be mutually agreed upon to ensure sufficient staffing. No less frequently than monthly, Sheriff shall provide a retrospective report to WRS reflecting actual personnel staffed.

3. Section 3(a) of the Agreement shall be amended to read as follows:

Compensate and timely pay to Sheriff a minimum fee of \$102.77 per day for each Program Participant housed in the Detention Facility. The full per day fee shall be owed and paid for each day, or part of a day, a Program Participant is within the Facility.

4. Section 3(b) of the Agreement shall be amended to read as follows:

Notwithstanding Section 3(a) above, if, on any given day, the total number of Program Participants in Program 1 and Program 2 is less than seventy-one (71) on an aggregate basis, then WRS shall pay Sheriff for seventy-one (71) Program Participants at the rates provided in Section 3(a), which shall include the actual number of Program Participants. By way of example, if Program 1 has eighteen (18) Program Participants and Program 2 has thirty (30) Program Participants, then WRS shall pay the Sheriff for seventy-one (71) total Program Participants, which shall include forty-eight (48) actual Program Participants, plus twenty-three (23) as a minimum guarantee. However, if one of the Programs is terminated for any reason whatsoever, the minimum guarantee described above shall be decreased in proportion to the terminated Program.

5. The Agreement shall be amended by deleting Section 4(a) in its entirety and inserting the following language in lieu thereof:

Program 1 commenced on October 14, 2013 and shall continue until June 30, 2021.

6. The Agreement shall be amended by deleting Section 4(b) in its entirety and inserting the following language in lieu thereof:

Program 2 commenced on February 1, 2016 and shall continue until June 30, 2021.

7. The Agreement shall be amended to include and incorporate Exhibit C attached hereto.

8. Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

ATTACHMENT C

Arapahoe County RISE Deputy Staffing							
Deputy	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	0500-1500	0500-1500	0500-1500	0500-1500			
2	0500-1500	0500-1500	0500-1500	0500-1500			
3	0600-1600	0600-1600	0600-1600	0600-1600			
4	0600-1600	0600-1600	0600-1600	0600-1600			
5				0500-1500	0500-1500	0500-1500	0500-1500
6				0500-1500	0500-1500	0500-1500	0500-1500
7				0600-1600	0600-1600	0600-1600	0600-1600
8				0600-1600	0600-1600	0600-1600	0600-1600
9		0800-1800	0800-1800	0800-1800	0800-1800		
10		0800-1800	0800-1800	0800-1800	0800-1800		
11			0800-1800	0800-1800	0800-1800	0800-1800	
12	0800-2000	0800-2000	0800-2000				
13				0800-2000	0800-2000	0800-2000	
14					0800-2000	0800-2000	0800-2000
15	1500-0100	1500-0100	1500-0100	1500-0100			
16	1500-0100	1500-0100	1500-0100	1500-0100			
17				1500-0100	1500-0100	1500-0100	1500-0100
18				1500-0100	1500-0100	1500-0100	1500-0100
19	2000-0600	2000-0600	2000-0600	2000-0600			
20				2000-0600	2000-0600	2000-0600	2000-0600
21	2000-0600	2000-0600	2000-0600	2000-0600			
22				2000-0600	2000-0600	2000-0600	2000-0600
		7 dep	8 dep	8 dep	9 dep	7 dep	