

TENTH 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 \_\_\_\_\_, 2024 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, WRS and the Office of Civil and Forensic Mental Health (OCFMH), entered into a written agreement effective June 23, 2022, which consolidated the Restoration to Competency Program at Arapahoe County Sheriff's Office Detention Facility into one Program for up to Sixty (60) Program Participants; 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 changes to custody and security staffing, and the addition of up to 18 beds, bringing the total to 78 beds; and

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

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

1. 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 six (6) to seven (7) 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 six (6) deputies and in no event fewer than five (5) deputies. Programming hours are Monday to Friday from 8:00 am to 4:00 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.

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

Compensate and timely pay to Sheriff a minimum fee of \$137.50 per day beginning July 1, 2024, 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

3. 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 is less than seventy-eight (78) on an aggregate basis, then WRS shall pay Sheriff for seventy-eight (78) Program Participants at the rates provided in Section 3(a), which shall include the actual number of Program Participants. By way of example, if the Program has sixty-six (66) Program Participants, then WRS shall pay the Sheriff for seventy-eight (78) total Program Participants, which shall include sixty-six (66) actual Program Participants, plus twelve (12) as a minimum guarantee. If, on any given day, the total number of Program Participants is more than seventy-eight (78), then WRS shall pay Sheriff for each additional Participant at a rate of \$137.50 per day.

4. Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
5. Except to the extent modified herein, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Wellpath Recovery Solutions, LLC

By: \_\_\_\_\_  
Jeremy Barr, President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Signed this \_\_\_ day of \_\_\_\_\_, 2024.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

ARAPAHOE COUNTY BOARD of COUNTY COMMISSIONERS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Board of County Commissioners

ATTEST:

By: \_\_\_\_\_  
Clerk to the Board

ARAPAHOE COUNTY SHERIFF

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tyler S. Brown, Arapahoe County Sheriff