

## Multi-Offender Program Agreement

**THIS MULTI-OFFENDER PROGRAM AGREEMENT** (the “Agreement”) is made and entered into this 1st day of January 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **ADAPTIVE INTERVENTIONS, LLC**, a Colorado corporation (the “Contractor”).

### RECITALS

- A. The Contractor desires to continue operating the Douglas County Multi-Offender Program (DCMOP) in Douglas County, Colorado, to provide a continuum of intense supervision, monitoring, and treatment services for offenders with multiple DUI offenses, hereinafter referred to as “Clients”.
- B. The DCMOP will target severe substance abuse problems in treatment-resistant offenders with the objectives of reducing recidivism and increasing public safety.
- C. The County desires to act as a referral and supervisory entity to the DCMOP but the County will not be responsible in any way for the implementation or the therapeutic treatment services.

### AGREEMENT

**1. LINE OF AUTHORITY:** Shelly Andreas of Community Justice Services, (the “Authorized Representative”), is designated as the Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Agreement.

**2. SCOPE OF SERVICES:** All services will be provided by the Contractor directly to the Clients, which are described in Exhibit A, attached hereto and incorporated herein.

The County may, from time to time, request changes to the scope of services to be performed hereunder, which shall be made in writing and shall become part of this Agreement upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept

payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

**4. MAXIMUM CONTRACT LIABILITY:** Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is **two hundred eighty thousand dollars and zero cents (\$280,000.00)** through January 1, 2027. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure. The County is not under obligation to make any future apportionment or allocation to this Agreement.

**5. TERM:** It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on **January 1, 2026**, and terminate at 12:00 a.m. on **December 31, 2026**. This Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term. This Agreement can be renewed for up to five (5) successive one (1) year terms on the same terms and conditions so long as the County has appropriated funds for the subsequent fiscal year(s).

**6. INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

**7. QUARTERLY STATISTICAL REPORTING:** The Contractor shall provide comprehensive quarterly statistical reports to the County's Authorized Representative. These reports must be submitted with 30 days following the end of each calendar quarter. The purpose of these reports to ensure transparency, monitor program progress and support data driven decision making.

Each quarter report shall include, at a minimum:

- a. Client Enrollment data**
  - i. Number of new Clients enrolled during the reporting period
  - ii. Total active Clients
  - iii. Demographic summaries, including age ranges and gender breakdowns
  - iv. Referral source data
- b. Program Success Rates**
  - i. Completion rates for each program phase

- ii. Number and percentage of Clients achieving treatment milestones
  - iii. Progress measures related to MRT, counseling, psychoeducational services, and relapse prevention components.
  - iv. Comparative analysis to previous quarters (in applicable)
- c. Program Failure Rates**
- i. Number of percentage of Clients discharged unsuccessfully
  - ii. Reason for unsuccessful discharge (e.g. noncompliance, new charges, program withdrawal).
  - iii. Trends of patterns indicating potential programmatic improvements
- d. Additional Performance Metrics (if available)**
- i. Attendance rates for groups and individual sessions
  - ii. Time in program averages for progressing Clients
  - iii. Summary of clinical concerns and risk related indicators observed during the quarter
  - iv. Observations regarding treatment efficacy or operational challenges

These reports shall be submitted in a clear, organized format, with supporting data tables or summaries as needed. The County and its Authorized Representative shall have the authority to audit, verify, and request documentation supporting and data submitted in these quarterly reports. The Contractor shall provide access to underlying records, summaries, attendance logs, or other reasonable timeframes. The County reserves the right to request additional information or clarification regarding and data presented.

**8. CONFLICT OF INTEREST:** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

**9. INDEMNIFICATION:** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting from or arising from this Agreement; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

**10. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and is free to perform services for other Clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Contractor to perform work under this Agreement shall be and remain at all times, employees of the Contractor for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS**

THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

If the Contractor violates this provision of this Agreement, the County may terminate the Agreement for a breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County as required by law. The County will notify the Office of the Secretary of State if the Contractor violates this provision of this Agreement and the County terminates the Agreement for such breach.

**11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**12. ASSIGNMENT:** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Contractor hereunder.

**13. COUNTY REVIEW OF RECORDS:** The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Agreement, or five (5) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Agreement for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of five (5) years following the end of the term of this Agreement.

**14. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Agreement shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Consultant.

**15. NOTICES:** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Contractor to: Community Justice Services  
Attn: Scott Matson  
4000 Justice Way  
Castle Rock, CO 80109  
Ph: (303) 660-7552  
E-mail: [smatson@douglas.co.us](mailto:smatson@douglas.co.us)

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
Ph: (303) 660-7414  
E-mail: [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

and by the County to: Adaptive Interventions LLC  
Attn: Keith Kravec, Program Manager  
Greenwood Village, CO 80111  
Ph: (303) 706-9722  
E-mail: [keith@drjimbaroffio.com](mailto:keith@drjimbaroffio.com)

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**16. NONDISCRIMINATION:** 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, marital status, or physical or mental disability.

**17. GOVERNING LAW; VENUE:** This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**18. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

**19. SEVERABILITY:** In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**20. NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

**21. HEADINGS; RECITALS:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

**22. ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.

**23. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to this Agreement or services performed pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

**24. INSURANCE:** The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the term of this Agreement.

**25. FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of force majeure. Any time limit shall be extended for the period of any delay resulting from any force majeure, or this Agreement may be terminated if such delay makes performance of the Agreement impossible or impracticable. Force majeure shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

**26. PRIORITY OF PROVISIONS:** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

**27. HEADINGS; RECITALS:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Agreement are incorporated herein.

**28. COUNTY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

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## **EXHIBIT A SCOPE OF SERVICES**

### **Multiple Offender's Program (MOPS):**

**Preface:** This program reflects the incorporation of Contractor's core values, with regard to the development of a clinical/counseling and human services oriented program.

**Accountability** – Contractor, through its organizational hierarchy (chain of command), and through its utilization of electronic record keeping, will provide internal mechanisms for the responsible accumulation of information and documentation of relevant information. Strictly abiding by HIPPA regulations and State of Colorado statutes, Contractor shall provide an internal process of data collection for review of continuity of service, and provides a detailed accounting of this information for reporting to contracting agencies.

**Efficiency** – Contractor utilizes clinical models based on efficiency, in terms of communication and intervention services, in order to provide client-driven services, specifically with regard to the system in which they are mandated to participate in. The responsible use of technology, internal consultation and empirically validated treatment methods will provide a model of efficiency to eliminate superfluous costs, collect data, and provide integrated intervention.

**Empirically validated treatment (EVT)** – Contractor utilizes empirically validated treatment methods, to hold interventionists and consumers/clients accountable to clearly identified outcome goals and objectives.

**Ethical practice** – Contractor utilizes a framework of intervention, collaboration and communication based on the ethical guidelines established by the American Psychological Association (APA), with ongoing review.

**Transparency** – Contractor, by virtue of the values described above, will operate with regard to a full-disclosure model. This model will begin with complete disclosure of methods, interventionists and mission statement for all clients at the onset of intervention, provide documentation as indicated, and by virtue of the utilization of an electronic health record, ongoing program review as needed.

### **Organization:**

Contractor's program will operate as Adaptive Interventions, LLC (AI), co-owned by Dr. Baroffio and Mr. Kravec.

Dr. Jim Baroffio, Licensed Psychologist, will as Director, overseeing all clinical/educational services and providing Mental Health Assessments and review, as cosigner.

Mr. Keith Kravec, M.A., will served as Program Manager, providing on-site direction and supervision of all clinical and educational services, and providing MRT groups, along with psychoeducational groups for co-occurring clinical conditions.

The program will utilize 2 additional therapists/clinicians, one of which is a Certified Alcohol Counselor-3. These clinicians will provide on-site alcohol treatment groups, educational groups for co-occurring conditions and adaptive skill development groups, as well as focused individual intervention as needed.

The program will utilize as-needed clerical support, and staff development with regard to ongoing HIPPA safeguards and training, as well as scheduling.

## **Contractor Responsibilities**

### **Structural Services:**

1. Implementation of a flexible, electronic health record system (EHR), which will insure detailed accounting of all procedures for each client, serve as a coordinating methodology for all providers, and ensure compliance with regard to record keeping.
2. Utilization of IPADS for each clinician and program manager, upon which will be loaded the EHR system. This data base oriented system will allow for real-time, time-stamped input of information which can be shared amongst providers.
3. HIPPA compliant email system.
4. HIPPA compliant cloud storage system for electronic health record.
5. Utilization of a VOIP phone system, allowing for all calls to be transcribed into text and sent via email as .wav files. This will allow providers to be substantively more responsive.
6. HIPPA compliant videoconferencing system that we can use for case-coordination.

### **Service Delivery:**

\*Phase I (detention-based) – Mental health and if needed, neurocognitive screening.

\*Phase I (detention-based) – Program introduction and focused goal/objective setting, with program review.

\*Phases II-V – Utilization of MRT, psychoeducational and counseling, at group and individual levels. We anticipate the implementation of 4 MRT groups, 4-5 psychoeducational groups, individual sessions as needed, and in-program monitoring and evaluation.

\*Phase V – Utilization of relapse prevention and after-care program development, with post-testing.

Program participants will be provided, in addition to Moral Reconciliation Therapy (MRT), skills-based training in anxiety and depression management, relationship decision-making, and anger/stress-management training. Contractor anticipates that each participant will develop a program portfolio of completed services, identified goals/objectives, identified metrics with regard to compliance and success, and a summary of relapse prevention/after care strategies. The Contractor will provide a felony DCMOP track as designated by the Office of Behavioral Health (OBH) Level II Four Plus is specialized treatment program for those individuals who have been convicted of four or more impaired driving offenses.

The County will manage substance monitoring, the physical plant/location, and IT support, and will collect payment directly from consumers.

**EXHIBIT B**  
**METHOD OF PAYMENT**

The total cost of this program and Maximum Contract Liability is \$280,000. The County will make payments to Contractor monthly installments beginning on or about May 1, 2026, based on invoices submitted by Contractor pursuant to paragraph 6 of the Contract. Contractor invoices will indicate the number of clients served and at what level of service during the preceding month.

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**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Insurance.

1. The Contractor agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

(c) Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

(d) Professional Liability Insurance Coverage in an amount not less than One Million Dollars (\$1,000,000.00), and Contractor shall maintain such coverage for at least two (2) years from the termination of this Agreement.

2. The required Commercial General Liability and Commercial Automobile Liability policies will be endorsed to include Douglas County as a Certificate Holder and name Douglas County, its officers and employees as additional insureds. The required Workers' Compensation policy will be endorsed to include Douglas County as a Certificate Holder. Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

3. The certificates of insurance will be attached to this Agreement as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:

Megan Datwyler  
Douglas County  
Risk Management  
100 Third Street  
Castle Rock, Colorado 80104

4. The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

5. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this Agreement.

6. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

Approved by: \_\_\_\_\_  
Megan Datwyler  
Risk Manager