

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 23 day of AUGUST 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **LIFELONG, INC.**, located at 1175 Osage Street, Suite 201, Denver, Colorado 80204, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2016.320 and the Contractor's response to the RFP 2016.320 attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

3. TERM:

- 3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of **twenty thousand dollars and no cents (\$20,000.00)**.

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

9. WARRANTY:

The Contractor warrants and guarantees to the County that all work, equipment, and material furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.

11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable

federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Department: Adams County Human Services Children and Family Services
Contact: Eddie Valdez, Contract Specialist
Address: 7401 North Broadway
City, State, Zip: Denver, Colorado 80221
Office Number: 303.412.5089
Email: evaldez@adcogov.org

Department: Adams County Purchasing Division
Address: 4430 South Adams County Parkway, Suite C4000A
City, State, Zip: Brighton, Colorado 80601

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601

Contractor:

Company: Lifelong, Inc.
Contact: Lindsey Spraker, Director/Owner
Address: 1175 Osage Street, Suite 201
City, State, Zip: Denver, Colorado 80204
Office Number: 720.987.0889
E-mail: lifelonginc@outlook.com

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

12. CHANGE ORDERS:

- 12.1. Change Orders: The County from time to time, may require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the request for proposal, or, if no provision exists, pursuant to the terms of the Change Order.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

14. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA)

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13. Per Exhibit A reference.

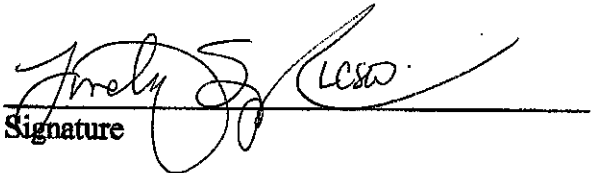
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Lifelong, Inc.
Company Name

8/12/16
Date


Signature

Lindsey Spraker, LCSW, CTAS
Name (Print or Type)

Director/Owner
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Signature Page

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: Steven J. O'Donnell
Chair

Date: 8/23/16

**CONTRACTOR
LIFELONG, INC.**

By: Lindsey Spraker, LCSW, CPES
Name (Print or Type)

Date: 8/12/16

[Signature]
Authorized Signature

Director/Owner
Title

Attest:
Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney's Signature

NOTARIZATION:
COUNTY OF Adams)
)SS.
STATE OF Colorado)

Signed and sworn to before me this 12th day of August, 2016,

by Lindsey Spraker

Notary Public [Signature]

My commission expires on: 6/3/2019

MICHAEL FUQUA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154022007
MY COMMISSION EXPIRES JUNE 03, 2019

ATTACHMENT A
(All Documents following this page of the Agreement)

Attachments:

1. BAFO, dated June 1, 2016
2. Proposal, dated April 21, 2016
3. Offeror's Certification of Compliance
4. Offeror's Signature Page

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The following questions and answers are part of Lifelong, Inc.'s Best and Final Offer (BAFO) to the Comprehensive Parenting Time Services proposal (RFP 2016.320):

1. Please clarify if your submitted fees for coordination of parenting time includes contacting the families, foster parents, and/or kinship providers to figure out available or desirable times for scheduling visits. If not, please provide your fee structure for this service.

The submitted fees on Attachment A do not include coordinating available or desirable times for scheduling visits as this is not something a fee is charged for. Coordination of appointments via phone calls or emails are simply that – coordination – a direct therapeutic or supportive service is not being provided so it is not something that is charged a fee. It is an expectation held to assure Lifelong services run smoothly with clear communication and scheduling.

2. If the number of hours for Option B and Option C were less, would this impact your hourly rate?

The number of hours used in service referrals or allotted through contracts does not impact the hourly rate. The same service will be provided at any amount of hours, so the rate remains the same regardless of the number of hours provided to each family, each individual, each week, each month, or during the contract year.

3. Please clarify your turnaround between the referral and when you would contact the worker and family/kin/foster parent to determine the availability of the families. Include how you would keep everyone updated as to the status until they came in?

Upon receiving a referral, the worker will be contacted within 24 hours. This allows the Program Coordinator time to review the referral, look at Lifelong staff schedules, and have preliminary information to provide the worker about potential therapist or professional assignment.

Once contact is made with the worker and supplementary information is received, the client/family would be contacted that same day. The client will not be contacted until direct contact is made with the worker so the best amount of background information can be provided. Lifelong has encountered times where a client/family did not know they would be contacted and, as a result, were alarmed with our first conversation using phrases such as “referral for services”. Having direct contact with the worker first ensures that the client/family has been notified and helps to foster alignment and buy-in from the client/family which is the greatest opportunity for a successful introduction and a swift entry into service provision.

When contact is made with the client, then the family/kin/foster parent would be contacted to determine best availability and scheduling options. Once an appointment is finalized between both parties the worker would be notified. The worker will again be notified after the first direct session was held and given information regarding the ongoing plan for schedules.

**ATTACHMENT A
FEE SCHEDULE**

The offeror is responsible for all labor, supplies and materials to perform the services as identified in the scope of services. Offeror's fees shall be firm through the term of the awarded agreement.

Offeror can submit fees for A, B and C or a combination of the options:

- A. Submit pricing for both of the following: 1) the fixed-fee contract of 200 hours per month for supervised parenting time at the ACHSD building; and 2) the hourly rate contract of 150 hours per month for supervised, community parenting time
- B. Submit pricing for 250 hours per month (3000 annually) for a combination of supervised, community and home-based parenting time services at an hourly rate
- C. Submit pricing for 250 annual hours of therapeutic parenting time services at an hourly rate

<u>Item Description</u>	<u>Estimated Number Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Option A:			
1 Supervised Parenting Time at Adams County Human Services Bldg and	200 hrs/month	\$ <u>n/a</u>	\$ <u>∅</u>
2 Supervised Community Parenting Time Services	150 hrs/month	\$ <u>n/a</u>	\$ <u>∅</u>
Option B:			
3 Supervised Community and Home Based Parenting time services	400 hrs/month or 4800 hrs/annually	\$ <u>65</u>	\$ <u>26,000 month</u> *
Option C:			
4 Therapeutic Visitation Services	250 hrs/month	\$ <u>110</u>	\$ <u>27,500 month</u> *
Base Year Total			\$ <u>53,500/month</u> \$ <u>642,000/annually</u> **

* The Annual amount being awarded for options "B" and "C" combined at each hourly rate is \$20,000 -

** The Base year total now reads as: \$20,000.00 annually

LIFELONG, INC. PROPOSAL
RFP-HE-2016-320 COMPREHENSIVE PARENTING TIME SERVICES

PROPOSAL EVALUATION INSTRUCTIONS: This section is intended to indicate the minimum items required with each proposal in order to be properly evaluated. At a minimum each proposal should include the following information. Please prepare your proposal utilizing the following format. Provide a complete response to each item and include at the front of your proposal.

Qualifications: Offeror must provide detailed information regarding their companies' qualifications to meet the County scope of work for this project. Qualifications and experience will be primary consideration for the award of this solicitation.

Lifelong currently provides comprehensive parenting time services for Denver and Jefferson counties and is proposing these services to Adams County Human Services Department Children and Family Services Division. Lifelong's primary clients are individuals with intellectual disabilities, learning disabilities, mental health disabilities and those with traumatic brain injuries.

Lifelong offers comprehensive parenting time services, intensive family therapy, life skills, and mental health services (including full psychological evaluations) and participates in Family Team Meetings regularly through other county contracts. The professional staff at Lifelong are considered experts in working with people who are believed to be difficult to serve due to their multiple needs, disabilities, and barriers. We believe that parenting services, psychological evaluations, counseling and life skills/behavioral therapy for people with intellectual, learning or mental health disabilities should be provided by therapists and psychologists with extensive knowledge about disabilities. Unrealistic timeframes, unrealistic treatment plans, and mismatched techniques lead to failed therapeutic relationships, potential perceived noncompliance issues, and lack of progress toward client goals. We effectively manage our programs by employing experienced professionals with a passion and strong knowledge-base for serving this difficult population. Lifelong's Clinical Director is an adjunct professor at the University of Denver and often provides consultation services and trainings to Case Worker teams and Visitation Supervisors in Denver and Jefferson Counties. She has provided trainings to employees in different residential treatment programs and adoption support agencies on best practices to work with clients in a variety of settings and circumstances, considering strengths and weaknesses in client learning abilities and retention of information.

Our work with individuals, parents, and children referred to us tends to be very pragmatic, practical, and hands-on so that we can maximize the client's potential for growth and change in as many avenues as possible to strengthen a family. Some of our many specializations include developing clients' understanding of their involvement with the county, client-specific parenting training and support, strengthening problem-solving, communication patterns, conflict

management, stress management, budget management, transportation education and training, resource obtainment, mental health stabilization, identifying community supports, and understanding and acceptance of cognitive limitations. Clinical supervision is provided weekly and in-the-moment when needed to ensure and assess the efficacy of services and the support being provided to each client.

Lifelong has been a service provider with Denver and Jefferson Counties since 2004 and with Logan County since 2014. Therapeutically serving children and families is the backbone of what we do, especially since our primary population is those who have intellectual disabilities, making them one of the most vulnerable to trauma and abuse. Lifelong provides treatment that is sensitive and individualized to each client's needs. Families impacted by disability in one or more members are a subset of the general population that have needs far more specialized than of a person who is of typical intellectual functioning. We are specialists in meeting these needs with a full understanding of the impact this may have on goal attainment and timeline standards. Lifelong professionals are confident in adapting to the needs of the individual and provide mindful treatment planning, support and training to best meet those needs.

Lifelong services for individuals with intellectual disabilities are based on a cognitive-behavioral approach that accounts for the learning and emotional needs of people who have limited cognitive abilities or struggle with in-the-moment problem solving. Considering this, it is important to acknowledge that although this approach has proven larger success over other therapeutic approaches, a multi-modal approach to therapeutic interventions, parenting training, and therapies is the majority of our work methods. This helps give clients information in multiple ways to ensure the best likelihood for retention of information and sustainment of skills acquired. Talk therapies and overly directive approaches are less effective for accomplishing long-term changes in the individual or family than are approaches that are collaborative, supportive, and that involve practice and repetition of new behaviors. Hands-on approaches, while presenting information to clients in multiple ways acknowledges their learning differences and promotes higher independent functioning and mutual respect, which is essential for the clients who receive our services. We provide ongoing assessment of clients and families during service provision as new information commonly surfaces throughout our work together.

At Lifelong, we speak directly to our clients about their disabilities and educate them on their learning strengths. This provides a platform to help decrease any personally developed stigma or embarrassment around their deficits in order to educate them on the learning styles and strengths that best help the client reach his or her goals. This strength-based model of understanding allows room to provide thorough training and education to the family during service provision. Reestablishing family roles with intensive behavioral training and skill attainment helps to enhance safety and strengthen the overall family structure while addressing the mental health needs by the involved parties to protect the child and promote safe and effective parenting.

Often times when clients are absent or have frequent cancelations, this validates to us that the client is in need of services, support, and training, and we continue persistent, but non-threatening, adaptive approaches to engage the client to help with the rapport building and to

educate the client on our supportive services so they see us as a tool to use, not an opponent in this often-times difficult process. Lifelong helps the client identify their personal goals and assists in aligning them with the requirements of their, often court-ordered, treatment and services.

For visitations in the home, we work with families to immediately stabilize and quickly structure and organize the home to allow for better initial functioning. During this time, ongoing assessment and goal development occurs for long-term stability so visitation can remain in home. We provide the parent(s) with tools and support that allow for long-term retention of skill attainment, structure, and consistency in parenting to ensure that the parent(s) have full understanding of the developmental needs of the child(ren) so that a safe and healthy environment can be available in any setting. This also includes assisting the client in setting up community or other service supports to continue once the county case close which helps to decrease the instances of reports of concern when there is no county involvement.

For those clients capable of acquiring and maintaining the necessary skills needed to parent successfully and safely in the home, therapeutic services focus on building knowledge and applying what they have learned in multiple settings to create and maintain a steady home environment that is safe, predictable, and structured. Preparation, planning, and practice are necessary to help the child(ren) generalize skills and understanding from one setting to another.

All services provided by Lifelong are focused on protecting the child. If the client is the parent, helping them identify safe emotional and physical environments for the child(ren) is crucial. Basic, and later, advanced, safety rules will be fostered, developed, and maintained, to educate and train the parent or caregiver on ways to ensure the child is protected as the primary focus. In-the-moment anger management training for both the child(ren) and parent(s) is provided. Lifelong professionals are trained in their mandated reporting responsibility and during their monitoring the multi-disciplinary team is kept updated of all assessments and necessary information.

Adams County will receive clear communication consistently provided by Lifelong professionals. This enables continuity of service provision and quality communication. Initial assessment, ongoing assessments, a treatment plan, goal setting, and monthly reports are provided for each client referred for services. Initial and ongoing assessments are discussed with the Adams County Case Worker and is reviewed regularly. Goal setting is specific to the clients' current stage of skill and goals change throughout the case as the client gains skills and can progress to another level of goals. Visual goal charts are provided to clients as well as a system for tracking goals so clients are always clear what is expected of them currently with their Lifelong clinician. Monthly reports, which include current goals in assessment, are delivered to the Case Worker at the end of each month. Email and phone contact regularly occur with the clients' entire team as needed and appropriate.

Provide company's experience and background information including years in business, similar projects completed that demonstrate offeror's ability to provide the full services listed in the scope of work. List the projects and indicate the length of each service and the budget.

Lifelong is a private agency that has existed since 1993 and is experiencing an exciting restructuring in 2016. The history of Lifelong includes providing services to individuals with intellectual disabilities, learning disabilities, mental health disabilities and those with traumatic brain injuries. While continuing the aforementioned focus, over the years Lifelong has become known as the agency who also provides successful outcomes with people identified as "difficult to serve", often those with hidden disabilities, and we have been a bridge to help social service agencies and other providers in the clients' lives understand the needs of the client and better meet those needs throughout the term of service provision. Lifelong's staff are highly trained and experienced in this field to provide top quality services to children, adolescents, adults and families. Lifelong has been a long-time contractor with Denver Department of Human Services and Jefferson County Division of Human Services, Division of Children, Youth and Families to provide therapeutic visitation, supervised visitation, community visitation, and in-home visitation.

Our mission is to provide specialized, creative, and structured services for each client to support their learning, mental health, and family preservation goals as appropriately aligned with their disabilities while addressing barriers attached to these difficulties. Lifelong professionals are qualified as experts due to their experience, knowledge, education, training, and skill-sets with the population we serve. Our support services often extend into the courtroom to help families understand court events as well as to provide additional information to the professionals housed in the courthouse who may not be able to attend other meetings outside of this arena. Lifelong professionals are able to testify with confidence, clinical evidence, and a true understanding of the clients' progress, or lack thereof, and will speak clearly and concisely within the requirements of the testimony. Another piece of the court testimony that Lifelong professionals pride themselves on is that the client(s) are fully aware of what will be said on the witness stand by the Lifelong professional. This ensures that the client can best prepare for what they will hear and the preliminary information given to the client will help with understanding and emotion-management during moments that may be difficult for a client or family to hear. Lifelong strives to be transparent and open throughout the therapeutic process so no room is left for guessing or mismanaged assumptions as this is detrimental to the progress and growth of the client.

Current projects, contracts, and collaborations similar and related to the one requested for Adams County are listed on the next page.

Similar projects currently supported by Lifelong

Logan County Department Human Services: “Core Services, Mental Health, family, and individual therapy” including life skills/behavior therapy.

(total billing of approximately \$2,000)
2014 to current

Jefferson County Department of Human Services, Division of Children, Youth and Families: Counseling/Psychotherapy, life skills/behavior therapy, therapeutic supervision, supervised visitation, psychological evaluations.

(contract = \$150,000)
2004 to current

Denver Department of Human Services (DDHS): Counseling/Psychotherapy, life skills/behavioral therapy, therapeutic supervision, psychological evaluations.

(contract = \$125,000)
2004 to current

Colorado Division of Vocational Rehabilitation (DVR): Counseling/psychotherapy, psychological evaluations, various educational services.

(total fee-for-service billing of approximately \$20,000)
1996 to current

Veteran’s Administration: Counseling/psychotherapy, psychological evaluations, various educational services.

(total fee-for-service billing of approximately \$10,000-\$20,000)
2010 to current

Self-referrals: Universities, Colleges, and smaller agencies such as the Colorado Coalition for the Homeless, Hope House, the community centered boards (CCB’s), private pay, etc.

(total fee-for-service billing of approximately \$100,000.00)
1993 to current

Submit Fee Schedule in the same format as Attachment A and submit with your proposal.

Please see provided document.

Key Personnel. Provide a list of key personnel on the project along with their role/responsibility in the project. Indicate the number of hours each person, including the offeror's Project Manager, will be dedicated to this project and each person's role/responsibility with this project.

The professional staff at Lifelong are considered expert in working with people who are believed to be difficult to serve due to their multiple needs and barriers. We believe that therapeutic services for people with intellectual, learning or mental health disabilities should be provided by therapists and psychologists knowledgeable about disabilities. Unrealistic timeframes, unrealistic treatment plans, and mismatched techniques lead to failed therapeutic relationships, potential perceived noncompliance issues, and lack of progress toward client goals. We effectively manage our programs by employing experienced professionals with a passion for serving this difficult population. Our work with individuals, parents, and children referred to us tends to be very pragmatic, practical, and hands-on so that we can maximize the client's potential for growth and change in as many avenues as possible.

Project Manager/Program Coordinator: Lindsey Spraker, LCSW, CTRS, 7 years' experience in this capacity, 17 years' experience working with clients who have varying disabilities, mental health issues and multiple barriers across environments. Hours dedicated is dependent upon number of referrals active, length of weekly supervision, needs of clients/families, progress documented and demonstrated, overall safety of the child(ren) and if court-ordered expansion or reduction occurs. *Please see resume provided.*

Project Manager/Program Coordinator's duties:

- Supervise the parenting time program professionals.
- Assign cases to therapists based on appropriate matching and fit.
- Work closely with Adams County Human Service Department (ACHSD) workers and supervisors through regular phone calls, emails, and meetings.
- Provide thorough quarterly statistics and reports to ACHSD.
- Provide thorough and clear billing to ACHSD.
- Be the liaison to the ACHSD CORE Administrator to coordinate and modify services when needed.
- Provide therapeutic visitation.

Lead Visitation Supervisor: Amy Breaux, MSW (pending clinical licensure May 2016), CAC I. Hours dedicated is dependent upon number of referrals assigned, needs of client/families, progress documented and demonstrated, if court-ordered expansion or reduction occurs, and overall safety of the child(ren).

Lead Visitation Supervisor: Alexa Booth, MA (pending clinical licensure summer of 2017). Hours dedicated is dependent upon number of referrals assigned, needs of client/families, progress documented and demonstrated, if court-ordered expansion or reduction occurs, and overall safety of the child(ren).

Visitation Supervisor's duties:

- Direct, in the room, contact with family members at all times.
- Intervene when inappropriate parent-child interactions occur.
- Model, modify, train, and support appropriate parent-child interactions while building protective capacities in the parent(s).
- Develop measurable goals, track progress, and communicate regularly with ACHSD workers.
- Meet before and after visitation with parents to discuss expectations, goal planning, and hold processing conversation.
- Improve and build relationship roles between families members and strengthen bonding between parent(s) and child.
- Ongoing assessment of improvement, needs, and areas of struggle to ensure appropriate goals setting and forward progress.

Office Manager: Jason Wendleton, BA. Hours dedicated to receipt of referrals, initial and ongoing communication with ACHSD workers as needed, and communication with Project Manager/Program Coordinator to organize services to make initial client contact for a swift, smooth, and timely service beginning.

Office Manager's duties:

- Receive referrals and reach necessary contacts to initiate services.
- Organize, manage, and update client files.
- Communicate with ACHSD workers and other staff as needed.
- Communicate regularly with Project Manager/Program Coordinator.
- Complete, organize, manage, and update data tracking.
- Compile initial billing data, documentation, and reporting numbers.
- Serve as an available contact for clients or workers when assigned clinicians are in session/out of the office/unavailable and cannot be reached.
- Other duties as assigned and needed.

Describe your organization's experience managing projects with Federal funding and reporting requirements.

Lifelong is new to managing projects with Federal funding. With the many years of experience abiding by city, county, and state procedure standards, Lifelong is committed to becoming familiar with Federal funding and reporting requirements and will protect confidential information while adhering to all regulations and applicable laws. Lifelong uses QuickBooks software and completes financial summaries to be reviewed monthly. The Owner is responsible for organizational budgeting and financial oversight while working closely with an accountant and bookkeeper to ensure compliance with all regulations and requirements. Lifelong complies with all state accounting, record keeping, and accountability procedure standards. All procedure standards will be competently applied to any Federal funding and reporting requirements.

At least three (3) references shall be provided for similar projects.

Please see provided document.

A W-9 and Vendor Information sheet shall be completed and returned with proposal.

Please see provided document.

Lindsey M. Spraker, LCSW, CTRS

1175 Osage Street, Suite 201, Denver, CO 80204

(720)987-0889 LifelongInc@outlook.com

EDUCATION

Licensure: *Licensed Clinical Social Worker #2081*

Issued: 4/2012

University of Denver

Denver, CO

Master of Social Work

June, 2009

Concentration: Clinical Track: High Risk Youth Certification: Animal Assisted Social Work

CGPA 3.87

Program Nationally Accredited by CSWE

University of Wisconsin – La Crosse

La Crosse, WI

Bachelor of Science in Therapeutic Recreation

May, 2006

Minor: Psychology

CGPA 3.69

Program Nationally Accredited by NRPA/AALR

Dean's List

EXPERIENCE

Lifelong, Inc. (previously Lifelong Adult Education Services, Inc.)

Denver, CO

Director/Owner

1/10 – Present

- Provide therapy, case coordination, and therapeutic services to families and adults with disabilities.
- Complete psycho-educational screenings, comprehensive assessments, and academic testing.
- Manage contracts, County relationships, oversee caseloads of all therapists; provide supervision, trainings, and consultation.

University of Denver

Denver, CO

Adjunct Faculty

8/11 - Present

- Provide quality learning opportunities assisting students in meeting their educational goals and career aspirations.

Creative Perspectives, Inc.

Englewood, CO

Interventionist

8/09 – 12/09

- Provided 1:1 center-based and community-based interventions for clients with Autism Spectrum Disorder.
- Created developmentally appropriate goals for individual clients to enhance independence and success in daily living.

Department of Human Services – Family Crisis Center

Denver, CO

Graduate Intern

8/08 – 5/09

- Assisted in program development, co-facilitated groups, established therapy goals and future placement options for clients.
- Developed Affective Education curriculum, created animal assisted program, and worked with individual clients and groups.

University of Denver

Denver, CO

Graduate Research Assistant

10/08 – 2/09, 11/07 – 4/08

- Conducted research surveys on homeless young adults regarding correlation between mental health and past abuse/trauma.
- Conducted research surveys on homeless young adults focusing on transiency, education levels, and mental health issues.

Colorado Youth at Risk

Denver, CO

Graduate Intern

9/07 – 5/08

- Facilitated and organized a group of youth regarding Leader's Challenge events and meetings.
- Assisted with donation and grant requests, fundraising events, and overall youth involvement in the program.

Riverfront, Inc.

La Crosse, WI

Service Associate/Team Scheduler

8/05 – 8/07

- Responsible for creating beneficial companionship and leisure alternatives including fitness, crafts, games, and socialization to participants with developmental disabilities, Multiple Sclerosis, Traumatic Brain Injuries and other special needs.
- Ensured that each client had the correct staff, arriving at the correct time, and for the correct purpose.

Family & Children's Center Holmen, WI
Therapeutic Recreation Intern 1/06 – 5/06

- Conducted duties of a CTRS in a Day Treatment facility for youth at-risk ages 8-16 over a period of sixteen weeks.
- Planned, organized, and facilitated therapeutic recreation groups connecting Leisure Awareness, Leisure Education, Leisure Resources and Social Skills with clients' thoughts, behaviors, goals and outcomes.

A.B.L.E., Inc. Houston, MN
Direct Service Provider 8/05 – 10/05

- Provided residents with daily cares including ADL's, ROM requirements, and goal implementation.

UW-La Crosse Therapeutic Recreation Program La Crosse, WI
Kids on the Block Puppeteer 10/04 – 5/05

- Performed shows at various schools educating elementary school-aged youth about children and adults with disabilities.

YMCA of La Crosse La Crosse, WI
Surround Care Teacher 1/03-5/03, 9/04-3/05

- Supervised elementary youth (ages 4-10) doing activities such as arts, board/card games and athletics.
- Conducted behavior modification, appropriate social skills and emotional expression education.

Central Wisconsin Center for the Developmentally Disabled Madison, WI
Special Activities Helper 6/04 – 8/04

- Responsible for resident (ages 40 and up) recreation including games, crafts, community outings, money management, leisurely walks, and appropriate social interaction.

Horse Sense for Special Riders La Crosse, WI
Activity Assistant 9/03 – 10/03

- Helped riders with special needs in advancing cognitive, physical, sensory, and social skills through encouragement, support and direction.

Cerebral Palsy Agency of Racine – Camp Kinder Racine, WI
Camp Director, Lead Counselor 1/04, 6/99 – 8/03

- Responsible for the health and happiness of children (ages 3-21) with Cerebral Palsy, Multiple Sclerosis, Down syndrome, ADHD, and Autism during the summer through games, crafts, swimming, respite overnights, and special events.
- Supervised and delegated responsibilities to counselors and staff each day.

RELATED EXPERIENCE

Colorado Youth at Risk Denver, CO
Mentor 6/08 – 8/13

- Assisted one youth in academics and future planning, attend monthly workshops, and provided overall support and guidance.

CERTIFICATIONS

Certified Therapeutic Recreation Specialist (CTRS) 12/2006 - Present
 • National Council for Therapeutic Recreation Certification

WORKSHOPS/IN-SERVICES

The DSM 5: Changes and Challenges workshop February 26, 2014
 Diagnosis with DSM-5 and ICD July 20, 2013
 Spousal Assault and Risk Assessment (SARA) June 3, 2013
 Offender Evaluation May 16, 2013
 DVRNA Training May 15, 2013
 DVOMB Current Standards Training April 26, 2013
 Body Centered Trauma Therapy Workshop October 24 – October 25, 2011
 The Effects of Trauma and PTSD on Persons with Intellectual Disabilities January 25, 2011
 Advanced Animal Abuse Forensic Evaluators – Link Training April 27 – April 28, 2011

OFFEROR'S CERTIFICATION OF COMPLIANCE

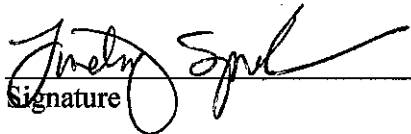
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded agreement for services and that the offeror will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the awarded agreement.

OFFEROR:

Lifelong, Inc.
Company Name

04/18/2016
Date

Lindsey Spraker
Name (Print or Type)


Signature

Director/Owner
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



REQUEST FOR PROPOSAL

2016.320
COMPREHENSIVE PARENTING TIME SERVICES

OFFEROR'S STATEMENT/SIGNATURE PAGE

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # NONE through Addenda # NONE
(If None, Please write NONE)

Lifelong, Inc.
Company Name

1175 Osage Street, Suite 201
Address

Denver, CO 80204
City, State, Zip Code

Denver
County

(720) 987-0889
Telephone

LifelongInc@outlook.com
E-mail Address

04/18/2016
Date

Lindsey Spraker *[Signature]*
Name and Signature of Authorized Person

Lindsey Spraker
Printed Name

Director/Owner
Title

(303) 573-0849
Fax

EXHIBIT A

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2016.320 Scope of Services

EXHIBIT A
ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2016.320

**COMPREHENSIVE PARENTING TIME
SERVICES**

**All Documents and Addendums related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

RFP Issuance Date:
Thursday, March 24, 2016

Written questions regarding this RFP will be accepted through
Tuesday, March 29, 2016
by 2:00 p.m.

RFP Opening Date:
Thursday, April 21, 2016
Time: 4:00 p.m.

Location: Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601



THE RFP OPENING WILL ONLY ANNOUNCE THE NAMES OF THE OFFERORS WHO SUBMITTED A PROPOSAL. ALL OFFERORS WILL BE NOTIFIED IF THERE ARE ANY QUESTIONS WITH THEIR RESPONSE. ALL OFFERORS WILL BE NOTIFIED OF THE AWARDED OFFEROR.

GENERAL INSTRUCTIONS

1. Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization or individual to provide services for comprehensive parenting time service for Adams County Human Services Children and Family Services Division.
2. **All documents and addendums related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1 Offeror must register with this service to receive these documents.
 - 2.2 This service is offered free or with an annual fee for automatic notification services.
 - 2.3 Addendums may be issued at any time prior to the time set for receipt of proposals.
3. Written questions relating to RFP 2016.320 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at hellis@adcgov.org until the close of business on or before, Tuesday, March 29, 2016, by 2:00 p.m.
4. **Proposals**
 - 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 4:00 p.m., Thursday, April 21, 2016.
 - 4.2. The RFP opening time shall be according to the County receptionist's clock on the first floor, at this time only the names of the offerors submitting proposals will be read out loud.
 - 4.3. Proposals may be mailed or delivered in person, and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, RFP number, the project name, date and time of the RFP opening.
 - 4.4. No proposal will be accepted after the time and date established, per section 4.1 above, except by written addenda.
 - 4.5. **Format.** Offeror must submit sealed proposal in **one (1)** original copy, **three (3)** **unbounded hardcopies**, and a copy on CD formatted as a single .pdf file. Proposal should not exceed **ten (10)** pages, excluding the solicitation required signed pages, the front and back cover, and appendices including the fee schedule. Submit only on single sided, single column typed 8.5" x 11" size paper. The page count limitation applies to the actual technical proposal contained in the submittal. There is a minimum twelve (12) point font requirement for the basic text of the entire proposal submittal. Any charts, graphs, table of organizations, etc., must be of readable size. Appendices can be used.

- 4.6. The two (2) required signature pages at the end of this document **“OFFEROR’S CERTIFICATION OF COMPLIANCE”** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the **“OFFEROR’S SIGNATURE PAGE”** acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.
- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of Offeror’s name from the County’s Vendor’s List for a period of twelve (12) months from the date of this RFP opening.
- 4.8. The County reserves the right to shortlist from the submitting Offerors, conduct interviews and/or negotiations.
- 4.9. In submitting the proposal, the Offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
- 4.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close The County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County Offices.
- 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the proposal.
- 4.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 4.16.1. Any Proposal which does not meet bonding requirements, or,
 - 4.16.2. Proposals which do not furnish the quality, or,
 - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,

- 4.16.4. Proposal from Offerors who lack experience or financial responsibility, or,
 4.16.5. Proposals which are not made to form.
- 4.17. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure any equipment, materials or services.
- 4.19. If a formal Agreement is required, the Offeror agrees and understands a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners and/or their authorized designee.
- 4.20. Only sealed proposals received by the Purchasing Division of Finance will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
5. Adams County is an equal opportunity employer.
6. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
7. **INSURANCE:** The Offeror agrees to maintain insurance of the following types and amounts:
- 7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- | | |
|--------------------------|-------------|
| 7.1.1. Each Occurrence | \$1,000,000 |
| 7.1.2. General Aggregate | \$2,000,000 |
- 7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- | | |
|---|-----------------------------|
| 7.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 7.2.2. Personal Injury Protection Per Colorado Statutes | |
- 7.3. Workers' Compensation Insurance: Per Colorado Statutes
- 7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- | | |
|------------------------|-------------|
| 7.4.1. Each Occurrence | \$1,000,000 |
|------------------------|-------------|
- 7.4.2. This insurance requirement applies only to Offeror who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

- 7.5. The Offeror's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Offeror.
 - 7.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.6. All insurers of the Offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the Offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
- 7.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30)-days prior written notice by certified mail, return receipt requested, to the County.
- 7.8. At any time during the term of the Agreement, the County may require the Offeror to provide proof of the insurance coverage's or policies required under the Agreement.
- 7.9. The Offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.
- 7.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
- 7.13. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.

- 7.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Offeror shall promptly obtain a new policy, submit the same to the Purchasing Division Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Offeror to furnish, deliver and maintain such insurance as provided herein, the agreement, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
8. Offeror shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
9. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Offeror shall meet the following requirements prior to signing the Agreement (purchase of service agreement) and for the duration thereof:
- 9.1. The Offeror shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 9.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
- 9.3. The Offeror shall not enter into a contract with a subcontractor that fails to certify to the Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
- 9.4. At the time of signing the purchase of service agreement, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.
- 9.5. The Offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the purchase of service agreement is being performed.
- 9.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the Offeror shall: notify the subcontractor and the County within three (3) days that the Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Offeror shall not terminate the contract with

the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 9.7. Offeror shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 9.8. If Offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Offeror shall be liable for actual and consequential damages to the County.
10. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

End General Information

11. STATEMENT AND SCOPE OF SERVICES

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization or individual to provide services for comprehensive parenting time service for Adams County Human Services Department Children and Family Services Division.

Scope of Services:

Adams County Human Services Department Children and Family Services Division provide services to abused and neglected children in foster care or in relative placement are in need of comprehensive parenting (visitation) time services. When parenting time is available to parents on a more frequent basis, the resolution of the child's situation will occur more quickly. The comprehensive parenting time services will provide for a continuum of parenting time opportunities. Parenting visitation time services will include:

- **Supervised Visitation** - Contact between a noncustodial parent and one or more children in the presence of a third person, in which the offeror is actively involved in promoting behavioral change in parent-child relationships.
- Visitation coaching is directed and educational.
- The offeror must be in the room with the family at all times and includes:
 - Intervention with inappropriate parent-child interactions and modeling of appropriate parent-child interactions.
 - The offeror sees and hears all interactions during the parenting visitation time, and is actively involved in increasing a parent's protective capacities.
 - Visitation coaching extends beyond the visit to include fifteen (15) minutes of time with the parents, both before and after each visit, to discuss the parenting visitation time goals, what went well, what needs to continue to be worked on, etc.

- Community Visitation - Parenting time in a more natural setting where the parent-child contact is overseen by a third party. It is also a term for contact between a parent and one or more children in the presence of a third person, in which the only focus is the protection and safety of the child and adult participants, and includes:
 - Intervention with inappropriate parent-child interactions and modeling of appropriate parent child interactions. The third party's interventions are focused on building the parent's protective capacities.

- In Home Visitation - Parenting time in a family home where the parent-child contact is overseen by a third party. It is also a term for contact between a parent and one or more children in the presence of a third person, in which the only focus is the protection and safety of the child and adult participants and includes:
 - Intervention with inappropriate parent child interactions and modeling of appropriate parent child interactions. The third party's interventions are focused on building the parent's protective capacities.

- Therapeutic Visitation - Parent-child therapy conducted by a master's level, mental health professional also trained to provide supervised parenting visitation time. This includes a graduate degree (or post-graduate degree) under the direct supervision of a licensed or certified mental health professional. The role of the visitation worker is similar to a family therapist and uses therapeutic modalities to address parent-child interactions with a focus on improving the relationship and bonding between the parent and child. The provider sees and hears all interactions during the parenting time and is actively involved in increasing a parent's protective capacities.

- The determination of the type of visitation will be based on the safety and needs of the child. The Supervised and Therapeutic Parenting Time Services will be used only until it is safe for children to be in a monitored, community, in-home, or an unsupervised visiting situation. The following factors will be considered in determining the length of time for parenting visitation time services:
 - Safety of child/children
 - Progress of parents in treatment towards resolution of abusive/neglectful behavior
 - Progress of parents in demonstrating skills necessary to keep their children safe
 - Progress of parents in demonstrating an increase in their parental protective capacities
 - Supervision is court-ordered
 - Status of court case

Parenting Time Environment

The environment for parenting visitation time between children and their parents will be in a safe, calm, and neutral location. Each visit is a minimum of one hour sixty (60) minutes). The offeror will also be expected to meet with the parent(s) for fifteen (15) minutes before and fifteen (15) minutes after their parenting visitation time to discuss progress and goals. The highest priority is keeping children safe. Offeror will attempt to make children feel safe and be safe while in its care. Secondly, offeror will attempt to make visiting parents feel safe and be safe while being served. Every individual will be treated in a culturally responsive manner.

The problems which required the child to be initially placed out of the home (physical abuse, emotional abuse, sexual abuse or neglect) can be dealt with in the visitation environment as the parenting visitation time supervisor models or teaches appropriate parent/child interaction. A safe environment for the visits would continue to be provided as ordered by the court.

Parenting Time Services provided at Adams County Human Services Department Building (ACHSD):
Services must focus on working with the family toward the goal of reunification.

Hours of service:

- Mondays - Fridays from 3:30 p.m. to 8:30 p.m. with access to 3-4 visitation rooms each evening
- Saturdays from 8:30 a.m. to 6:30 p.m., with access to 5-10 visitation rooms

Offeror will have access to one (1) office in the building on the first floor near the visitation rooms after 3:30 pm during the weekdays and on approved weekends, including telephone and internet availability. All clients files will be the property of ACHSD, and maintained by ACHSD and offeror on the premises (access to files will be available to both entities by an authorized representative of the ACHSD).

In-court testimony by offeror's staff may be required. Offeror's staff shall be prepared to give testimony regarding their duties, observations and visitation documentation.

Parenting Time Services NOT provided in ACHSD building:

- Scheduling parenting time 6 days a week, between the hours of 8:30 am to 8:00 pm
 - The length and frequency of parenting time will be dependent on the needs of the case and schedules of involved parties
- In-court testimony by offeror's staff may be required. Offeror's staff shall be prepared to give testimony regarding their duties, observations and visitation documentation.

Eligible Population To Be Served- Each child must meet the following eligibility criteria:

- Program Areas 4, 5 or 6 target group defined in **Volume 7 of the Colorado Revised Statutes under Child Welfare Services**
- The child is placed out of the home and goal is reunification
- The level of risk of harm to the child is manageable with the provision of services
- There is a reasonable possibility that services can bring about sufficient improvement in child/family functioning as to allow a child to safely reside at home or return home upon completion of the service

Time Frame of The Service

Following an initial assessment period, approval for parenting visitation time services will be for ninety (90) days at which time a mandatory staffing, including the visitation worker, visitation worker's supervisor, caseworker and caseworker's supervisor will be held to determine further approval. Additional approval will be for sixty (60) days increments, not to exceed twelve (12) months total. Additional staffing with the visitation worker, visitation worker's supervisor, caseworker and caseworker's supervisor will occur before each additional sixty (60) days approval. If the service is needed beyond twelve (12) months, it must be approved by the County through an internal county department administrative review process which includes one or more administrators not providing direct services to the family. Documentation of all approvals must be in the case record.

Workload Standard For The Program

Supervised Parenting Time at ACHSD - 7401 N. Broadway, Denver CO 80221 location

- 200 hours of supervised parenting time monthly or 2,400 annually
- Supervised parenting time services will be provided Monday through Friday 3:30 p.m. to 8:30p.m., and Saturday 8:30 a.m. to 6:30 p.m.

Community or In-Home Parenting Time Services

- Approximately 400 hours of monitored, community or in-home parenting time services monthly or 4,800 annually
Scheduled 6 days a week, between the hours of 8:30 am to 8:00 pm. Length and frequency of the visits will be dependent on the needs of the case and schedules of involved parties
- Therapeutic Visitation- 250 hours annually. Length and frequency of the visits will be dependent on the needs of the case and schedule of involved parties

Offerors Staff Qualifications

Offerors staff shall meet the equivalent of minimum qualifications, as defined in Volume 7. This position has obtained a high school diploma or a General Equivalency Diploma (GED) and six (6) months, full-time public contact in human services or a related field. Substitution for public contact is successful completion of a certificate program and/or college course equivalent to public contact in human services or a related field.

Program Coordinator shall meet the equivalent of the minimum qualifications, as defined Volume 7:

A Bachelor's degree with a major in a human behavioral sciences field (no substitution) and three (3) years professional casework experience

or

A Master's degree or higher in social work or human behavioral sciences field and two (2) years professional casework experience at the journey level obtained before or after the advanced degree

The provider Program Coordinator's duties include:

- Supervision of the parenting time program and workers
- Assignment of cases to parenting time staff
- Problem solve with ACHSD workers and supervisors
- Provision of quarterly statistics and reports to ACHSD. These will include, but not be limited to: number of families and children served, hours of parenting time provided, length of stay in program, number of extensions granted, and discharge status.
- Provide detailed case-specific billing to ACHSD, as requested
- Act as a liaison to the designated ACHSD COR Administrator to coordinate and modify services as needed
- Data entry into Trails within five (5) business days for parenting visitation time services held at the ACHSD building

12. PRECAUTIONS AND SAFETY PRACTICES

Building Security:

1. During work activities Offeror agrees to abide by County's policies and procedures.
2. Offeror's employees should be conscious of security, integrity and be alert and responsible for the proper locking of all entrances and closures of windows, especially after the close of the business day. Faulty or broken doors and windows (including locks) should be reported immediately to contact the onsite security guard.
3. Access to County's buildings shall be provided to the Offeror for work activities only.

Access Keys: Offeror agrees that it shall not duplicate any County's keys and it shall return all County keys and identification badges to the County representative immediately upon termination of the service agreement. If the Offeror fails to return any keys within five (5) days after termination, the County may withhold any payment due Offeror until all keys are returned to the County.

13. GENERAL RULES AND REGULATIONS FOR OFFEROR EMPLOYEES

Offerors employees must read, sign and conform to a code of good business conduct. Therefore, we feel any person who has access to County buildings and other private material should also be required to read, sign and conform to such a code as follows:

1. The County expects absolute honesty from each employee while working on our premises.
2. No employee shall loan, give, sell, take or destroy any equipment, supplies or tools, including personal items that are left in sight or otherwise detected while working in the buildings.
3. No employee shall open any drawers, doors, cases or any container not necessary for the completion of the work.
4. No employee is to roam through the building, but will remain in those areas where the work is to be done.
5. No employee shall give, sell or otherwise make available any records of the County. This includes any papers or information left in wastebaskets or containers.
6. Employees shall not make personal calls or other calls from any telephone (other than a pay phone) located in the building except in the case of emergency.
7. Employees must turn in any items of jewelry or other items of value found while working in our buildings.
8. No employees shall report to work while under the influence of any alcoholic beverage or narcotic, nor shall any alcoholic beverage or narcotic be used during working periods.
9. Employees are expected to conduct themselves in a businesslike manner at all times. Loud talk, profanity, or other activities which prove distracting shall not be tolerated.
10. Employees are expected to respect the property of the County, being sure work equipment does not damage the building, equipment and furnishings.
11. **Employees shall not turn on, or cause to turn on, any computers, equipment or electrical device** such as a copy machine, radio, television set, calculator, adding machine, typewriter, or any other electrical equipment.

14. COMPLIANCE WITH APPLICABLE LAW

FEDERAL AND STATE LAW: The Offer shall at all times during the execution of the agreement strictly adhere to, and comply with, all applicable Federal and Colorado State laws and their implementing regulations as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of the agreement. The Offeror also shall require compliance with such laws and regulations by subcontractors under subcontracts permitted under the agreement.

15. INVOICE BILLING

Offeror must submit detailed invoices to the Project COR Administrator for the previous month of service by the 5th of each. Invoices and reports will be required to be submitted at the same time. Offeror must submit detailed monthly invoice billing statements, to include, the dates and types of services.

16. The supervised parenting visitation time component of the services is a fixed rate for two-hundred (200) hours of visits monthly or twenty-four (2,400) hours annually at ACHSD.

Community parenting time up to one-hundred-fifty (150) hours must also be included at an hourly rate basis in order to allow for a smooth transition and continuity of care. Only one offeror will be selected for these services.

Therapeutic Visitation, community and in-home parenting time not provided at ACHSD will be based on an hourly rate for approximately 250 hours of visits monthly or 3000 hours annually. Adams County reserves the right to select more than one offeror for these services.

17. TERM:

The term of the awarded agreement will be is one (1) year from date of the fully executed date. The County reserves the right to extend the term of the services for the period specified in Statement of Services. The County may extend the term of the agreement, in two (2), one (1) year increments, by written notice to the Offeror by the expiration date of the agreement or within 30 days after funds are made available for exercising the option, whichever is later.

18. INCIDENT REPORT REQUIREMENT

The Offeror shall report all incidents of suspected theft, fraud, or other employee misconduct to County Purchasing Manager and the County Project Manager immediately upon discovery, of each incident. This applies to employees and contracted employees for the Offeror who will be providing services or who will be handling confidential materials, supplies, or monies, for the County under the awarded agreement. The Offeror, employee and contracted employees must comply and cooperate with the County on requests for information and assistance relevant to each incident reported and any ensuing investigation.

19. CONFIDENTIAL INFORMATION-COUNTY RECORDS

Offeror, its employees and contracted employees shall comply with the County's terms if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any county records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

- Both parties acknowledge that information obtained and exchanged about clients in the performance of this request services is confidential. Both parties will protect all confidential information pursuant to the requirements of state and federal law. Both parties acknowledge that release of this information is subject to the requirements of federal and state law.
- Offeror, its employees and contracted employees shall keep all County records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for County records and information in the possession of Offeror shall be immediately forwarded to County's Purchasing Division Manager.

20. NOTIFICATION

Offeror shall notify its agent, employees, subcontractors and assignees who may come into contact with County records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

21. USE, SECURITY, AND RETENTION

Confidential information of any kind shall not be distributed or sold to any third party or used by Offeror or its agents in anyway, except as approved in writing by the County. Offeror shall provide and maintain a secure environment that ensures confidentiality of all County records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Offeror or its agents, except as permitted in the Agreement or approved in writing by County.

22. DISCLOSURE-LIABILITY

Disclosure of County records or other confidential information by Offeror for any reason may be cause for legal action by third parties against Offeror, County or their respective agents. Offeror shall indemnify, save, and hold harmless County its employees and agents, against any and all

claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Offeror, or its employees, agents, subcontractors, or assignees.

23. STANDARD AND MANNER OF PERFORMANCE

Offeror shall perform its obligations in accordance with the highest standards of care, skill and diligence in Offeror's industry, trade, or profession and in the sequence and manner set forth in the scope of work.

24. FEE SCHEDULE

The Offeror must submit fees in the format of the **Fee Schedule (Attachment A)** for the initial year of the award.

25. CONFLICT OF INTEREST:

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

26. INDEPENDENT OFFEROR:

Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither Offeror nor any agent or employee of Offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Offeror or any of its agents or employees. Unemployment insurance benefits will be available to Offeror and its employees and agents only if such coverage is made available by Offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement.

Offeror shall not have authorization, express or implied, to bind the County to any agreement, liability or understanding, except as expressly set forth in the agreement. Offeror shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

27. NONDISCRIMINATION:

The Offeror shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. The County is an equal opportunity employer.

The Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

28. COMPLIANCE WITH LAWS:

During the performance of the scope of services under the awarded Agreement, the Offeror agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Offeror hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of

- 1.3. Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.4. **Data Universal Numbering System (DUNS) Number**” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to to uniquely identify a business entity. Dun and Bradstreet’ website may be found at:
<http://fedgov.dnb.com/webform>.
- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

- 1.15. "Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
- 1.15.1.** Salary and bonus;
 - 1.15.2.** Awards of stock, stock options, and stock appreciation rights, using the dollar recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3.** Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4.** Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5.** Above-market earnings on deferred compensation which is not tax-qualified;
- 1.16. "Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17. "Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Adams County may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.

- 3.1. SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS.** – Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. Total Compensation. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

- 4.1.** The total Federal funding authorized to date under this award is \$25,000 or more; and
- 4.2. In the preceding fiscal year, Contractor received:**

4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.3. The public does not have access to information about the compensation of the Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

5. Reporting. Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. Effective Date and Dollar Threshold for Reporting. The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met;

and

7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.

7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1 Subrecipient's DUNS Number as registered in SAM.
- 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1 These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4 There are no Transparency Act reporting requirements for Vendors.

9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and Adams County may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the Adams County under the Contract, at law or in equity.