

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

THIS AGREEMENT ("Agreement") is made this 11th day of October 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 **DENVER CHILDREN'S ADVOCACY CENTER**, located at 2149 Federal Blvd, Denver, Colorado 80211, 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 2016.327 and the Contractor's response to the RFP 2016.327 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 **thirty-three thousand dollars and no cents (\$33,000.00)**.

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

Contractor:

Company:	Denver Children's Advocacy Center	
Contact:	Amber Stead	Gizane Indart
	Director of Finance Operations	Executive Director
Address:	2149 Federal Blvd	2149 Federal Blvd
City, State, Zip:	Denver, Colorado 80211	Denver, Colorado 80211
Office Number:	303.996.8588	303.825.3850
E-mail:	amber@denvercac.org	gizane@denvercac.org

- 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.

Signature Page

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

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

By: *Lee M. Lepp* 10/11/16
County Manager Date:

**CONTRACTOR
DENVER CHILDREN'S ADVOCACY CENTER**

By: *Erizane Indart* 10.4.2016
Name (Print or Type) Date:
[Signature] EXECUTIVE DIRECTOR
Authorized Signature Title

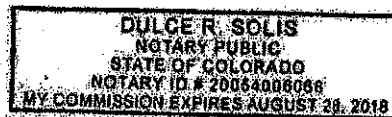
Attest:
Stan Martin, Clerk and Recorder

Channah
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: *[Signature]*
Attorney's Signature

NOTARIZATION:
COUNTY OF Denver)
STATE OF CO.) SS.



Signed and sworn to before me this 4th day of October, 2016,

by *Erizane Indart*

Notary Public *Dulce Solis*

My commission expires on: August 28, 2018



Denver Children's
Advocacy Center

July 25, 2016

Ms. Heidi Ellis, PHM
Purchasing Agent
Adams County Government Center
4430 South Adams Parkway
Brighton, CO 80601

Re: Adams County Head Start Mental Health Services RFP 2016.327

Dear Ms. Ellis:

The Denver Children's Advocacy Center (DCAC) is pleased to submit a proposal to provide mental health services for Adams County Head Start programs in line with the stated goal:

All children enrolled in the Adams County Head Start (ACHS) Program will have access to mental health services as required by the Head Start Revised Program Performance Standards.

DCAC has worked closely with Adams County Head Start over the past three years; we hope to have the opportunity to extend our excellent working relationships with frontline staff, administrators, and most importantly, the children and families served by this program.

QUALIFICATIONS

The Denver Children's Advocacy Center is well-qualified to meet the County's requirements outlined in the scope of work. Our organization is a fully accredited member of the National Children's Alliance (www.nationalchildrensalliance.org), which requires rigorous testing against ten standards for children's services. The agency is led by Dr. Gizane Indart, a bilingual and bicultural professional who has worked with traumatized and high-risk children and their families since the early 1990s. Dr. Indart is a ChildTrauma fellow at the ChildTrauma Academy under the direction of Dr. Bruce Perry. She speaks locally, nationally and internationally on the impact of abuse and neglect in early development, attachment difficulties in children exposed to maltreatment, and sexualized behaviors in children. Dr. Indart is a member of the Kempe Children's Center Perpetration Prevention Study Group, the International Society for the Prevention of Child Abuse and Neglect, and the Advisory Counsel for the Colorado Coalition of Adoptive Families. She also serves on the Florence Crittenton Board of Directors.

2149 Federal Boulevard
Denver, CO 80211

P: 303.825.3850 | F: 303.825.6087

DCAC has a highly experienced staff of 17; nine (including seven of our therapists) are bilingual, bicultural Spanish-speaking. At a minimum, all therapists have master's degrees and/or are licensed clinical social workers, licensed professional counselors or licensed marriage and family therapists. All DCAC therapists participate in ongoing education on childhood development, and are experienced in the major childhood development models, including the Incredible Years which is used by Adams County Head Start. One of our ACHS therapists, Kirsten Young, has been fully trained in the Incredible Years, and Jessica Gershwin is beginning the training this fall. While Jessica is already well-versed in the Incredible Years model, as an agency we make it a practice to train staff up to the highest possible level. Our therapists are trained in the effective delivery of evidence-based mental health interventions including Trauma-Focused Cognitive Behavioral therapy, Alternatives for Families - Cognitive Behavioral Therapy (AF-CBT) Child-Parent Psychotherapy (CPP). DCAC also employs new and promising approaches where research indicates the intervention has a positive impact, but there is not yet a conclusive body of evidence. DCAC has been particularly successful with the Neurosequential Model of Therapeutics (NMT), a developmentally sensitive, neurobiologically informed approach to child trauma that draws in all the adults – professionals and family members – in the child's life.

OPERATING EXPERIENCE

DCAC has been in business for 21 years. The organization was founded in 1995 when a needs assessment confirmed that child victims "fell through the cracks" between investigators, prosecutors, human services and mental health agencies, and that the many interviews by different agencies added to the children's trauma. By 2004, DCAC was coordinating the multidisciplinary team (MDT) of first responders to reports of child abuse in the Denver metro area. The MDT included our colleagues in the Denver Police Department, Denver District Attorney's Office, and the Denver Department of Human Services. Denver Health joined the MDT in 2010 and is currently working with us to expand access to medical care for child victims. Over the past decade, we have built a reputation for working successfully with high-risk families and our mission has expanded from forensic interviews and mental health treatment to include a growing focus on prevention, early intervention through off-site community partnerships, and community education and training for professionals.

DCAC specializes in the prevention and treatment of child trauma. There have been significant advances in our understanding of how children's brains develop, and how that development is impacted by trauma, most notably with research conducted by the ChildTrauma Academy, which has been working to better understand the "neuro-archeology" of childhood trauma. A child's brain development is profoundly influenced by his or her experience. Adverse experiences such as abuse, neglect or exposure to violence can shape the organization of the brain which, in turn, influences the capacity of the brain to help a child think, act, behave and feel. The impact of any event is likely to be most profound on the systems in the brain which are most rapidly developing – babies through six-year-olds.

Our mission to **Prevent Abuse, Strengthen Families, and Restore Childhood** is achieved through a three-part continuum of care:

- Community Outreach – keeping children safe
- Rapid Response – immediate support for child victims
- Treatment & Integrated Services - helping families to recover from trauma

Core principles

- We are the first responders to reports of child abuse in the Denver metro area—our staff are on call 24 hours a day/365 days a year to provide crisis management for child victims and their families and to support our colleagues in the multi-disciplinary team (MDT).
- Children and their needs are at the center of our work—our partners on the MDT—police, prosecutors, social workers and medical staff—come to DCAC to mitigate the child's trauma and to ensure integration of services along our continuum of care.

Goals

- meet the child's complete health, mental health and welfare needs
- prevent abuse and violence through education and outreach
- break the cycle of abuse and violence by engaging the family as a whole
- ensure that every high-risk child in Denver/surrounding counties who has been traumatized by neglect, abuse and violence receives immediate, compassionate and effective intervention

We strive to meet the needs of all traumatized children, as well as those at risk for abuse, but we specialize in two populations which have very specific needs:

Underserved Spanish-speaking Latino children and families. It is critical that these families work with a specialist who not only speaks their language, but also understands their culture. More than half of the families treated at DCAC are Latino, and at least half of them are monolingual Spanish-speaking receiving bilingual, bicultural services. An even higher proportion of the off-site families are Spanish-speaking. Across all of our programming - prevention, early intervention, healthy childhood development, and treatment for trauma - we have built trust with undocumented families to ensure that their children receive the services they need to thrive.

Children 0-6, who are at the highest risk for neglect and abuse and whose brains are in the most critical stage of development require specialized mental health interventions, typically involving their caregivers. More than one third of the child victims of abuse treated at DCAC are ages 0-6 and these children and their families are the sole focus of our off-site Community Outreach Mental Health Initiative, of which our partnership with ACHS is a key component.

In 2015, DCAC served more than **7,000** people in the Denver metro area: **578** forensic interviews (**54** for Spanish-speaking children); **1,581** children with assessment, crisis management and therapy (**632** were ages 0-6 and **443** were monolingual Spanish-speaking; **506** children with intensive mental health treatment (**202** were ages 0-6 and **142** were monolingual Spanish-speaking); **913** parents and caregivers with family support (**255** received bilingual, bicultural services; **2,908** children, **106** parents and **183** teachers with prevention programming; and **1,329** professionals and community members with training and consultation. An additional **1,108** children plus their parents and caregivers were served through off-site partnerships with Adams County Head Start, Clayton Early Learning Center, Florence Crittenton Services, and the Nurse Family Partnership.

Experience directly related to the RFP scope of work

First, DCAC has had three years of experience working with Adams County Head Start. We share your vision that *“every child enrolled in Head Start will enter kindergarten with the competencies necessary to succeed in school and parents/caregivers will be empowered to be their child’s most important teacher.”* However, the problems to be solved are significant. No matter how supportive and enriched the curriculum in early childhood education centers, children traumatized by neglect, abuse and exposure to violence cannot learn because their brain development has been adversely affected by their experiences. Therefore, a key goal of our interventions is that children who have been traumatized by abuse, neglect and violence, will have their young lives turned around and be ready to learn when they enter school. By partnering with ACHS, DCAC has been able to make an impact at three levels – with the children, parents, and teachers:

- Identify children suffering from trauma due to adverse childhood experiences and provide mental health treatment so they can heal. This helps to put their development back on track and improves their ability to learn and benefit from the Head Start Curriculum. The children will be ready to learn when they move onto elementary school.
- Partner with teachers to help them learn new ways to deal with traumatized and high-risk children. This mitigates the effect of the trauma on the individual child, and also improves classroom dynamics. Traumatized children can be hugely disruptive; they take up a disproportionate amount of the teachers’ time, negatively impacting their classmates’ educational experience. In addition to providing mental health care for severely traumatized children and individual recommendations to improve their classroom behavior, our support for the teachers helps to create a trauma-sensitive environment more conducive to learning for all the children.
- Provide individual consultations with parents to help them understand the impact of trauma and what they can do to promote healthy childhood development. We have learned that many of the parents with children in Head Start are themselves survivors of child abuse, neglect and violence. DCAC therapists are able to help parents understand that their own self-care is important to their children’s wellbeing. When appropriate, we make mental health referrals for the adult caregivers, which we believe helps them to be better parents

Second, we have a stellar reputation for providing mental health assessment and treatment for very young children from high-risk families, especially monolingual Spanish speaking families who are recent immigrants to the U.S. and we now provide treatment both on and off-site. Since 2013, we have expanded our off-site work to meet children and families where they are and remove barriers to essential mental health treatment. Other key partners include Clayton Early Learning Center and Florence Crittenton Services – our off-site program now meets the needs of more than one thousand children plus their parents and teachers.

Third, DCAC has extensive experience working in educational environments. Since its inception in 2005, we have steadily expanded the scope of our prevention program, Denver Safe from the Start, to much more comprehensively address child wellness, readiness to learn, and family stability. The bilingual curriculum is approved for use throughout Denver Public Schools, and in 2015, served almost 3,000 children, their parents and teachers. Our work with

schools (and day care centers) includes consultation on problems related to traumatized students and instances of child abuse. We have helped Denver Public Schools create plans to support traumatized children in the classroom, and we provide education for teachers on how to identify potential child victims of abuse and neglect. Our experience and growing reputation has resulted in our being called upon whenever there is a major incident involving multiple children.

APPROACH

As described above, DCAC's range of programs and staff expertise equip us to fulfill the required scope of mental health services for Adams County Head Start as follows:

- Ongoing group teacher/staff training
- Teacher consultation as needed
- Coaching/Modeling in the classroom as needed
- In classroom skill building services to children in English and Spanish
- Ongoing evaluations, assessments and observations
- Individual observations as needed
- Expertise in trauma and brain development
- Parent education and consultations as needed, in English and Spanish
- Participate in support services meetings
- Home Visitations as needed
- Support Groups for Parents in English and Spanish
- Participation in monthly collaborative team meetings
- Participation in meetings for children with Individualized Education Plans as needed
- Presentations/workshops for parents on child development, mental health and trauma-informed care in Spanish and English.
- Tracking and reporting of services provided

Three licensed therapists, Angela Davidson (program director) Jessica Gershwin and Kirsten Young, will provide a minimum of 15 hours/month of services to Head Start children and families. All are fully bilingual and bicultural, with long experience in working with high-risk families. (The RFP requires one therapist – we believe that having three available provides a much richer and more comprehensive experience for the children, parents and families, and also guarantees uninterrupted coverage in case of illness or accident.)

Services will be provided at the following centers on a schedule agreed to by DCAC and ACHS to maximize time and resources under the contract:

- Head Start Administrative Office/Sunshine Center
- Brighton Center
- Creekside Center
- Harris Park Elementary (HPS)
- Little Stars Center
- Mesa Elementary (MHS)
- Rainbow Center
- Home-based/HIPPY Option

DCAC will provide the ACHS Support Services Coordinator with monthly center reports within specified deadlines and notes (general) which will include but not limited to: classroom and individual children consultations, children's progress notes, classroom management strategies, community-based referrals, and center meetings. This includes tracking of referrals and services for the yearly Head Start Program Information Report and while honoring the confidentiality of client families.

KEY PERSONNEL

For the purposes of this RFP, mental health services will be provided to Adams County Head Start primarily by Jessica Gershwin and Kirsten Young in cooperation with and under the supervision of Angela Davidson:

Angela Davidson, Director of Treatment & Prevention

Angela is a bilingual, bicultural therapist who has worked with traumatized children and their families since 1999. Special areas of interest for Angela are: early childhood development, the impact of trauma on the developing child and the effects of immigration on young children. Angela is certified in Child Parent Psychotherapy, she gives special attention to trauma and attachment disruptions between caregivers and young children. At DCAC, Angela has played a major role in supporting the growth of DCAC's Spanish-speaking caseload. She has been a lead player in the development and expansion of the successful prevention program, "Denver Safe from the Start," which focuses on high-risk children ages 3-8 and their families. Angela has been instrumental in the growth of DCAC's community outreach mental health initiative.

Jessica Gershwin, Bilingual Child & Family Therapist

Jessica joined the DCAC team in 2014 with more than 10 years of experience working with children, teens, and families. She spent six years in urban schools, first as an ESL teacher in East Harlem, then as a bilingual therapist at a school-based health clinic in Manhattan, and finally as a K-8 school counselor in Northeast Denver. Jessica holds master's degrees in education and social work. She is also a registered yoga teacher for children and adults, and she regularly incorporates mindfulness, breath-work, and movement in her therapy with clients. Jessica has been instrumental in building DCAC's relationships with community partners, including Adams County Head Start as a mental health consultant and Florence Crittenton where her main focus has been working with teen mothers and their babies.

Kirsten Young, Bilingual Child & Family Therapist

Kirsten is a native Coloradan who has spent eight years exploring other states and countries. Prior to joining DCAC in 2015, Kirsten studied Spanish through an eight-month immersion program in Guatemala. While in Central America, she volunteered for Mentas Para El Futuro, an organization which provides educational and therapeutic support to children living in poverty. In 2010, Kirsten received a master's in dance/movement therapy and counseling from Columbia College Chicago. At Colorado State University, Kirsten majored in human development and family studies, with an additional certification in early childhood education. Kirsten is a licensed professional counselor and a board certified dance/movement therapist.

Other DCAC staff are available as needed to accommodate emergencies or scheduling difficulties.

FEE STRUCTURE

Please see separate sealed attachment

UNIQUE ORGANIZATIONAL EXPERIENCE/ADDING VALUE

A continuum of care with children and families at the center

DCAC is unique in our continuum of care designed with children and families accessing the services they need at any point in the continuum – we serve children in their homes, their schools, and at our child-friendly campus on Federal Boulevard. We also provide training and consultation for the professionals and caregivers who work with high-risk children and families.

The continuum has evolved from DCAC's core focus on and commitment to putting the child and family at the center of our work, rather than "placing" them into specific programs. In late 2014, we re-organized the way that we think about our programs with a new approach that recognized the way the programs were inter-related and overlapped. For example, while our goal is always to reach children before abuse can occur, our school-based prevention program, Denver Safe from the Start, frequently identifies traumatized children who are being, or have been abused. Prevention comes too late for these children, but we are able to get them into mental health treatment much earlier than is likely if our prevention specialists had not been in their school. This prevention/intervention approach informs our successful partnership with ACHS, which incorporates multiple program elements: prevention; early intervention; mental health treatment; two-generational focus on parents and children; and classroom support, consultation, and training for teachers and professionals.

Connecting families to community-based resources

As a child advocacy center, DCAC specializes in victim advocacy, which we typically refer to as family support. We connect families in crisis or in urgent need to a wide array of resources including physical and mental health care, legal advice, shelter, food, clothing, and immigration assistance. DCAC does not simply provide referrals, we organize a "warm handoff" and follow up to ensure the families are receiving the help they need. Family support is an essential component of Head Start services and at ACHS we have worked closely with teachers and support staff to combine our knowledge and access to resources for the benefit of the children and families served.

Focus on trauma

All of our programming driven by a deep understanding of the impact of trauma on the child's developing brain. DCAC strives to prevent trauma through abuse prevention programming, to ensure that high-risk children are in trauma-sensitive environments through consultation and training for professionals, and - when trauma is identified, to intervene as quickly as possible to ameliorate its effects.

Leveraging additional resources

Just a few months into the 2013-2014 school year, it became clear to DCAC therapists that the ACHS children needed far more mental health care than the 15 hours/week (later increased to 30 hours) contract could support. DCAC successfully raised \$10,000/year from private

sources to provide additional onsite mental health services across the ACHS sites. This financial support continued and we have a proposal pending for the upcoming academic year.

EXPERIENCE MANAGING FEDERAL PROJECTS

DCAC has a long history of managing federal, state and local government funds. In addition to the current three-year contract with Adams County Head Start, we receive Victims of Crime Act (VOCA) funding, as well as several grants through the U.S. Department of Justice. We also manage grants and contracts from the Colorado Department of Human Services. Gizane Indart, DCAC's executive director, is responsible for oversight of the entire organization, including expenditure of grant funds. DCAC has a Finance Committee of the Board with members who have many years of experience in financial management. Our finance and operations director, Amber Stead, is a CPA with extensive experience in grants management. In addition to working with the board's Finance Committee, she coordinates closely with program directors to ensure proper use and documentation of grant funds. DCAC uses Quickbooks Nonprofit Premier Edition for accounting and general ledger software; supporting schedules are maintained in Excel. An audit is conducted annually.

REFERENCES

Please see attachment with contact information for

- Clayton Early Learning Center
- Florence Crittenton Services
- Smith Elementary School

In closing, we thank you again for this opportunity. Please contact Angela Davidson with any questions. She can be reached at 303-996-8593 or angela.davidson@denvercac.org.

Sincerely,


Gizane Indart
Executive Director

Attachments: Fee schedule; Vendor information form; W-9; References, Certification of compliance; Statement/Signature page.

OFFEROR'S CERTIFICATION OF COMPLIANCE

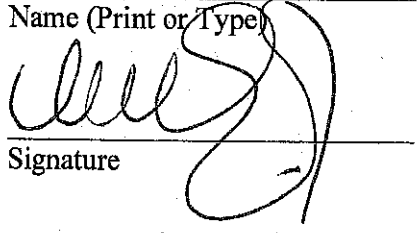
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with 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:

DENVER CHILDREN'S
Company Name

7.27.2016
Date

ADVOCACY CENTER
GIZANE INDIRAT
Name (Print or Type)


Signature

EXECUTIVE DIRECTOR
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.



ADAMS COUNTY
COLORADO

REQUEST FOR PROPOSAL
2016.327
MENTAL HEALTH CONSULTATION SERVICE
Head Start Program

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)

<u>DENVER CHILDREN'S ADVOCACY</u> Company Name	<u>7.27.2016</u> Date
<u>CENTER</u>	<u>[Signature]</u> Name and Signature of Authorized Person
<u>2149 Federal Blvd -</u> Address	<u>GIZANE INDSBT</u> Printed Name
<u>Denver, CO, 80211</u> City, State, Zip Code	<u>EXECUTIVE DIRECTOR</u> Title
<u>DENVER</u> County	<u>303.825.6087</u> Fax
<u>303.825.3850</u> Telephone	
<u>gizane@denvercac.org</u> E-mail Address	

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

Exhibit:

1. RFP 2016.327 Scope of Services

EXHIBIT A
ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2016.327

MENTAL HEALTH CONSULTATION SERVICE
Head Start Program

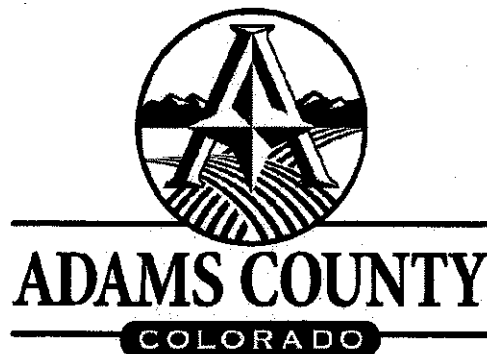
**All Documents and Addendums related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

RFP Issuance Date:
June 27, 2016

**Written questions regarding this RFP will be accepted through
Wednesday, July 6, 2016
by 2:00 p.m.**

RFP Opening Date:
Wednesday, August 3, 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 to provide mental health consultation services for Adams County Human Services Head Start Division, but not limited to other services on an "as needed" basis.
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 2016.327 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@adcogov.org until the close of business on or before, Wednesday, July 6, 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., Wednesday, August 3, 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**, and one (1) original copy of Fee's in a separate sealed envelope ,with **three (3) unbounded hardcopies of proposal without the fee schedules included**, 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. Proposals from offeror's 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 to provide mental health consultation services for Adams County Human Services Head Start Division, but not limited to other services on an "as need" basis.

Statement: All children enrolled in the Adams County Human Service Head Start (ACHS) Program will have access to mental health services as required by the Head Start Revised Program Performance Standards 1304.21, see Attachment 1 §1304.21 Education and Early Childhood Development and Attachment 2 §1304.24 Child Mental Health at the end of this document.

Scope of Services:

Offeror will be responsible teacher classroom consultations, observations, inter-agency or external referrals, and individual teacher training from August through May as requested, and the following services:

- Ongoing group teacher and staff training
- Teacher consultation as needed
- Coaching/Modeling in the classroom as needed
- In classroom skill building services to children in English and Spanish
- Ongoing evaluations, assessments and observations
- Expertise in Trauma and brain development
- Individual observations as needed
- Parent education and consultations as needed in English and Spanish
- Participate in support services meetings
- Home Visitations as needed
- Support Groups for Parents in English and Spanish
- Participate in monthly collaborative team meetings
- Participate in meetings for children with Individualized Education Plans as needed conduct presentations/workshops for parents on child development, mental health and trauma informed care in Spanish and English
- Tracking and providing reports of services provided by the mental health consultant.

Offeror will be responsible in providing one (1) licensed therapist to provide mental health consultation services to the Human Services Head Start Program for children and families; a bi-lingual licensed therapist is preferable.

- Offeror's licensed therapist shall exercise proper supervision practices, in the case an unlicensed consultant renders services to children and families in the program.
- Offeror must have the ability to provide services to ACHS centers and the home-based option.
- Offeror will be responsible for providing case consultation services to include leading the development of individual behavior plans, on a case by case basis.
- Offeror will be responsible for providing group teacher/staff training as needed and requested.
- Offeror will be responsible for making the services listed in Scope of Services available to staff, parents/guardians and children served by program at site.
- Offeror will be responsible for proper consultation services to the children and families enrolled program.
- Offeror is responsible for coordinating all services with the County's Project Manager.
- Offeror will be responsible for obtaining an authorization for release of information from the caregiver(s), in order, to share information with the County's Project Manager to coordinate services and support the goals of the children and families.

- Offeror must provide monthly center reports within specified deadlines and notes (general), which will include but not limited to: classroom and individual children consultations, children's progress notes, classroom management strategies, and center meetings.
- Offeror will be responsible for tracking referrals and services for the yearly Head Start Program Information Report and honoring the confidentiality of client families.
- Shall provide home visitations and parent consultations as needed.
- Shall attend to center collaborative team meetings and provide support to parents/staff.
- Shall offer a flexible schedule to accommodate program needs to include attending meetings, working daytime and some evenings. The work will be for approximately 15 hours per week to supplement the services of the county's primary vendor.

12. Service Locations:

The County will provide space for services at the below locations:

Head Start Administration Office
Sunshine Center
 7111 East 56th Avenue,
 Commerce City, CO 80022

Brighton Center
 1931 East Bridge,
 Brighton, CO 80601

Creekside Center
 9189 Gale Blvd.
 Thornton, CO 80260

Harris Park Elementary (HPHS)
 4300 W. 75th Avenue
 Westminster, CO 80030

Mesa Elementary (MHS)
 9100 Lowell Blvd
 Westminster, CO 80031

Rainbow Center
 8401 Circle Drive
 Westminster, CO 80030

Little Stars Center
 3990 West 74th Avenue
 Westminster, CO 80030

13. Fee's

The offeror must submit fees under a separate cover for the initial year of the award, and two (2) option years. A separate Fee Schedule should be provided for each year. The offeror's fees for the options years will be used for evaluation and award consideration.

14. **Reports**

Offeror will be responsible for coordinating with the County's Project Manager all service reports, and summary information during the agreement term.

15. **Invoice Billing**

Offeror must submit detailed monthly invoice billing statements, to include, the dates and types of service. Billing shall be sent monthly to the County's Project Manager along with the County's vendor's sign-in form.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. 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.

23. 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.

24. 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 Public Office), as amended, and that no violation of such provisions are present. The offeror warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, The offeror expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under the awarded agreement that are considered to be "Protected Health Information."

25. Supplemental Federal Provisions-(FFATA)- Section follows:

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. The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below. **Grants; Contracts;**

- 1.1.1. Cooperative agreements, which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.2. Loans;
- 1.1.3. Loan Guarantees;
- 1.1.4. Subsidies;
- 1.1.5. Insurance;
- 1.1.6. Food commodities;
- 1.1.7. Direct appropriations;
- 1.1.8. Assessed and voluntary contributions; and
- 1.1.9. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award does *not* include:

- 1.1.10. Technical assistance, which provides services in lieu of money;
 - 1.1.11. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.12. Any award classified for security purposes; or
 - 1.1.13. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 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 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.