

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

THIS AGREEMENT ("Agreement") is made this 27 day of December 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 **MAPLE STAR COLORADO**, located at 2250 S. Oneida Street, Suite 200, Denver, Colorado 80224, 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 scope of services 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 **ninety-five thousand dollars and no cents (\$95,000.00)**.

- 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. TERMINATION:

- 9.1. **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.
- 9.2. **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.

10. MUTUAL UNDERSTANDINGS:

- 10.1. **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.
- 10.2. **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).
- 10.3. **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.
- 10.4. **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.

- 10.5. **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.
- 10.6. **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.
- 10.7. **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.
- 10.8. **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: Ellen Sandoval, LCSW, Client Services Manager
 Address: 7401 North Broadway
 City, State, Zip: Denver, Colorado 80221
 Office Number: 303.412.5089
 Email: esandoval@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: Maple Star Colorado
 Contact: Debi Grebenik, Executive Director
 Address: 2250 S. Oneida Street, #200
 City, State, Zip: Denver, Colorado 80224
 Office Number: 303.433.1975
 E-mail: debi.grebenik@pathways.com

- 10.9. **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.
- 10.10. **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.
- 10.11. **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.

11. CHANGE ORDERS:

- 11.1. **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.

12. 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:

- 12.1. 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.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.

- 12.5. 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.
- 12.6. 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.
- 12.7. 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).
- 12.8. 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.

13. 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:

Maple Star
Company Name

12-12-16
Date

Debi Grebenik
Signature

Debi Grebenik
Name (Print or Type)

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

Signature Page

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

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

By: Tom Lopez
County Manager

12/27/16
Date:

**CONTRACTOR
MAPLE STAR COLORADO**

By: Debi Grebenik
Name (Print or Type)

12-12-16
Date:

Debi Grebenik
Authorized Signature

Executive Director
Title

Attest:
Stan Martin, Clerk and Recorder

Channa
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney's Signature

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

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

by Debi Grebenik

Notary Public [Signature]

My commission expires on: October 14, 2018

MEGAN R. REINBOLD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144040120
MY COMMISSION EXPIRES OCTOBER 14, 2018

EXHIBIT A

(All attachments following this page of the Agreement)

Attachments:

1. BAFO, dated 10.21.2016
2. Proposal, dated 10.11.16

BAFO

2250 S. Onaida Street Suite 200, Denver, CO 80224, T (303) 433-1975 F (303) 433-1980
1465 N. Union Blvd., Suite 102, Colorado Springs, CO 80909, T (719) 694-8037 F (719) 445-0841



Heidi Ellis
Adams County Department of Human Services

Dear Ms. Ellis:

Below please find the responses to the clarification questions requested by the Evaluation Committee.

1. Please clarify if you are willing to negotiate your submitted fees for Consultant Services-Home Study Program for sixty (60) day regular home studies to \$1,300.00 per home study? If not, please explain your fee structure for this service.

Maple Star would be open to providing the regular 60 day home study for Adams County at the rate of \$1300 per study.

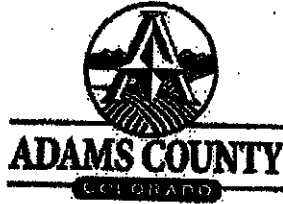
2. Please clarify that you understand that reimburse for mileage is not allowed, unless the home is 60 miles or farther away from our office? Reimbursement will not be allowed for any other travel related expenses except mileage. The GSA mileage rate will be used for any mileage reimbursement under any award from this solicitation.

Maple Star understands that we may not bill for mileage, unless the home is 60 miles or farther away from the Adams County offices.

Please feel free to contact me should you have any additional questions. My phone number is 303-564-2595.

Respectfully,

Heather Morris, MSW
Director of Community Operations
Maple Star Colorado



Finance Department
4430 South Adams County Parkway
4th Floor, Suite C4000A
Brighton, CO 80601-8212
PHONE 720.523.6050
FAX 720.523.6058
www.adcogov.org

October 20, 2016

Ms. Debi Grebenik, Executive Director
Maple Star Colorado
2250 South Oneida Street, #200
Denver, Colorado 80224

Subject: Clarification Questions - RFP 2016.332 Consultant Services-Home Study Program

Dear Ms. Grebenik:

Thank you for submitting a proposal in response to our Request for Proposal #2016.332 Consultant Services-Home Study Program for Adams County Human Services Children and Family Center.

The Evaluation Committee has determined that more information is needed to properly evaluate your proposal. The Evaluation Committee has requested that you respond to the questions below as part of your best and final offer (BAFO) to your proposal. Please submit your responses to the following questions by 9:00 a.m. on Friday, October 21, 2016 by email to hellis@adcogov.org.

1. Please clarify if you are willing to negotiate your submitted fees for Consultant Services-Home Study Program for sixty (60) day regular home studies to \$1,300.00 per home study? If not, please explain your fee structure for this service.
2. Please clarify that you understand that reimburse for mileage is not allowed, unless the home is 60 miles or farther away from our office? Reimbursement will not be allowed for any other travel related expenses except mileage. The GSA mileage rate will be used for any mileage reimbursement under any award from this solicitation.

If you feel that the information you have provided in your original proposal was adequate, you may choose to not submit a BAFO, in which case, we will base our evaluation on what you have provided.

If you have any questions, please do not hesitate to contact me at (720) 523.6053. Please acknowledge receipt of this BAFO letter to the undersigned by signing in the space below and faxing to 720.523.6058 or emailing to hellis@adcogov.org.

Best Regards,
Heidi Ellis
Heidi Ellis
Purchasing Agent II

cc: File RFP 2016.332


Acknowledgement Signature

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorizio
DISTRICT 4

Jan Pawlowaki
DISTRICT 5

ORIGINAL



**REQUEST FOR PROPOSAL
2016.332**

**CONSULTANT SERVICES
Home Study 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 # _____
(If None, Please write NONE)

<u>Maple Star Colorado</u> Company Name	<u>10-11-16</u> Date
<u>2250 S. Oneida St. #200</u> Address	<u>Debi Grebenik</u> Name and Signature of Authorized Person
<u>Denver, Co 80224</u> City, State, Zip Code	<u>Debi Grebenik</u> Printed Name
<u>Denver</u> County	<u>Executive Director</u> Title
<u>303-433-1975</u> Telephone	<u>303-433-1980</u> Fax
<u>debi.grebenik@pathways.com</u> E-mail Address	

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:

Maple Star Colorado
Company Name

10-11-16
Date

Debi Grebenik
Name (Print or Type)

Debi Grebenik
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.

Maple Star Colorado is proposing to utilize the Home Study Program being administered for multiple Denver metro counties to meet the needs of the families and children served by Adams County Department of Human Services.

STATEMENT AND SCOPE OF SERVICES

Agency Information and Certification

Maple Star Colorado was incorporated in 1994 as a Colorado non-profit child placement agency by the state of Colorado, Child Care Division, with the Department of Human Services, license number 90967.

Maple Star provides individualized client care that is creative, flexible, adaptive, and timely. The level of intensity of services provided will be determined by the referring Adams County Human Services caseworker.

Philosophy. Maple Star believes in enhancing the self-determination of each client through a model that encourages healing, growth, and progress through a relationship-based model. This model developed from current research (Bruce Perry, Karyn Purvis, Heather Forbes, Bryan Post, and Daniel Seigel) that incorporates an understanding of trauma and the brain.

- Maple Star strives to provide community-based interventions that support the child and family's best interests. This is evidenced by individualized treatment plans that include creative alternatives such as drumming, art, music and other non-traditional interventions.
- Maple Star diligently seeks to develop transition and after care plans that create sustainability for the families and youth served whether through prevention, in-home services or foster care.
- Clear and direct communication is a hallmark of Maple Star's programs. Maple Star also advocates for services to be provided in a culturally responsive manner in an effort to support the family's spiritual and cultural needs.
- Maple Star also focuses on the other components that may be challenging for clients such as educational settings, community activities, or vocational opportunities utilizing holistic interventions to address sensory, emotional, social, physical, and intellectual needs.
- Maple Star provides foster care, clinical services, and community-based programming throughout the front range of Colorado.

Maple Star's mission statement: Maple Star's trauma-specific approach provides individualized and holistic services that promote wellness, durability and healing through the context of relationship.

Maple Star's focus on trauma specific services is woven into all that Maple Star provides.

- Maple Star utilizes family engagement through trauma informed interviewing techniques to decrease client resistance. These principles encourage family engagement as the staff are able to view families through the lens of trauma-informed care.

- A strengths-based approach is also employed where culturally competent staff meet families in their homes at times that are convenient for the family and that allow the family to set the tone for the pace of services.
- All services are delivered in the client's home, at Maple Star's office or in the community, allowing families the opportunity to address challenges in the environment where they are most likely to occur.
- Maple Star incorporates information about the brain, trauma and sensory responses to create innovative and holistic responses to the needs of the families and children served.

Scope of Services:

Maple Star Colorado utilizes the SAFE Home Study to evaluate applicants suitability and preparedness to provide care to children involved with the Child Welfare System. Maple Star believes that a thorough psychosocial evaluation and mitigation of current and historical concerns is vital to providing the highest quality of matching and placements to children in need of kinship, foster or adoptive homes. Through the use of the SAFE Home Study format, Maple Star supports the need for qualified, safe and stable homes for children.

As a Child Placement Agency, Maple Star Colorado has been administering and supervising SAFE Home Studies since 2005 when they were introduced in Colorado. Maple Star Colorado's Home Study Program has been providing contracted home studies to multiple counties throughout Colorado, including Adams County Department of Human Services since May 2012. Since the inception of the home Study Program nearly 1,500 SAFE Home Studies have been completed by the Maple Star team. Primary counties served include: Jefferson, Douglas, Arapahoe, and the Collaborative Foster Care Program. Home Study services have also been provided to Denver, Clear Creek, Gilpin and Larimer counties.

Maple Star provides a seamless service to the Department from referral to finalization, including the following services, the fundamental elements of which shall include:

Maple Star's team of approximately 30 Home Study Evaluators provides comprehensive SAFE (Structured Analysis Family Evaluation) home studies and SAFE home study updates of foster, adoptive, interstate compact for the placement of children (ICPC) or kinship homes. Maple Star's Home Study Program is currently staffed to provide SAFE Home Studies to Departments of Human Services and families with whom they are working from Ft. Collins along the front range to Pueblo. Home Study assignments in excess of a 50 miles from the I-25 corridor may be assigned under current contracts but may involve billing for travel time and mileage. Maple Star endeavors to recruit and train staff members within the communities served by the Departments of Human Services with whom they contract and additional Home Study Providers may be hired if a need is identified. Maple Star employs Home Study Providers that speak both English and Spanish with the goal of administering the SAFE Home Study in the language in which the applicant is most comfortable communicating. Home Study evaluators are trained and supervised to view the family in a strengths-based manner, taking into consideration the family's cultural identity and practices.

Each Home Study Provider is assigned a SAFE trained Home Study Supervisor who is qualified

to provide supervision to their home study staff in accordance with Volume VII and SAFE guidelines. The Maple Star Home Study Supervisor is responsible for staffing cases with providers, reviewing all documentation and questionnaires and reviewing and approving the SAFE Home Study and Psychosocial Inventory according to SAFE standards. Maple Star's Home Study Supervisors ensure that all SAFE guidelines are followed with regards to interviews, evaluation and mitigation, that the home study documentation is completed correctly and signed off on by all necessary parties, and that the final SAFE home study is submitted to the Department of Human Services. A certification with regards to each of these areas is completed, signed and submitted by the Home Study Supervisor with the final report in accordance with SAFE Home Study guidelines.

Current Supervisors are:

Name	Year of SAFE training	Year of SAFE Supervisor training
Heather Morris, MSW	2005	2010
Barb D'Albey, Ph.D, LCSW	2004	2008
Julie Berland, LCSW	2006	2012
Josh Aevum, LCSW	2010	2012
Beth Risdon, MSW	2004	2012
Stephanie Walker, MSW	2006	2014
Lauren Patterson, MA	2008	2010

Content of the SAFE Home Study assessments include those items as listed in Volume VII of the Policies and Procedures for Child Welfare Services, Colorado Department of Human Services: for Foster Homes and Adoptive Homes: 7.500.2 A. 1-8; C. 1-9, D.; for Kinship Care Homes: 7.500.31 A. 1., and 2. a-m., and the Study Outline. These guidelines also apply to ICPC home studies.

SAFE home studies and updates include structured questionnaires, interviews, assessment guides, structured family references, and the pre-formatted home study report. Maple Star's staff use the most current SAFE home study format and SAFE home study desk guide, which is required by the Colorado Department of Human Services. The site is checked regularly and all SAFE updates are distributed to the team by the program administrator.

Maple Star's staff will also: (1) discuss with the family any and all concerns that arise during the study process as they relate to recommendations; (2) verbally inform the family of the recommendation being made to Adams County Department of Human Services regarding certification, kinship care or adoption; and (3) inform family members they will be active participants in the development of the SAFE home study report and they will be able to read a copy of their SAFE home study report during a meeting arranged by Maple Star's staff. Adams County Department of Human Services may request to participate in a face-to-face meeting with the applicant family, should the study conclude with a recommendation against placement of a

child in the applicant family home.

Maple Star's staff will be available by telephone or in person for Certification Review Team meetings as requested by Adams County Department of Human Services.

Maple Star's staff communicate directly with Adams County Case Workers for child specific home studies to ensure that the family is evaluated to meet any special needs of that child. Maple Star also remains in constant communication with certification workers and supervisors regarding the progress on studies and notifies the Department immediately of any situation which may result in a delay of the submission of a finalized report.

All SAFE Home Study Providers and Supervisors are logged on the Colorado Department of Human Services Vendors list by Maple Star Colorado staff and appropriate records of qualifications are maintained by Maple Star Colorado Human Resources personnel.

In order to complete the above outline SAFE Home Study reports the following operations have been developed by Maple Star:

- Designated Adams County Department of Human Services staff complete a Maple Star home study referral form and submit to Maple Star.
- The Home Study program administrator checks for and assigns referrals daily.
- The Home Study program administrator will notify the referring Adams County staff member of the assigned writer and supervisor.
- Adams County Department of Human Services will complete initial background checks including fingerprinting, CBI, FBI, and National and Colorado Sex Offender registries, Trails checks, CDHS application, references and all required Department certification paperwork. A complete list of supporting documentation has been prepared by Maple Star and will be provided to Adams County. All supporting documentation is sent to the Maple Star SAFE Home Study Provider and SAFE Home Study Supervisor assigned using secure encrypted email. The Home Study provider maintains a checklist of all received documentation and communicates directly with Adams County and the Home Study program administrator regarding any missing information.
- All referrals for home studies or home study updates will be completed, unless the applicant family voluntarily withdraws their application, or unless Adams County staff recommend closure of the home study process. In these situations, Adams County staff and Contractor's staff will be in close communication regarding a final decision about completing a study or update.
- SAFE Home Study Providers will complete all required home visits, interview all adults in home and adult children as appropriate, and complete all Questionnaires required according to SAFE. A draft home study and supporting documents completed by Home Study Provider will be forwarded to their Maple Star Home Study Supervisor within 45 days (or sooner for expedited studies). Maple Star Home Study Provider will remain in contact with their supervisor throughout this process in order to staff questions and concerns about family and ensure that all noted issues from application paperwork are being address and mitigated through their evaluation.
- Maple Star Home Study Supervisor will review all documentation provided by Adams

County Department of Human Services and the Home Study Provider to ensure that all psychosocial ratings are accurate and all necessary ratings are fully mitigated in compliance with SAFE.

- Supervisor questions and edits will be returned for correction to the Home Study Provider.
- Home Study Provider will correct edits and answered necessary questions prior to taking finalized SAFE Home Study to appointment with applicant for review.
- Maple Star Home Study Supervisor's signature will be obtained and final file will be forwarded to Adams County.
- All completed home studies or home study updates and partial home studies or home study updates will be electronically forwarded to designated Adams County Department of Human Services using password protected/ encrypted emails.
- Original documents including Questionnaire IIs administered by the Home Study Provider, signature pages, signed psychosocial inventory and Supervisor Home Study Certification check list will be delivered in person or via U.S. mail to the designated Adams County staff member.
- All documentation and the SAFE Home Study report will be submitted to Adams County Human Services and will become the Departments property. Future requests for release or review of a completed home study must be directed to Adams County Human Services.

Maple Star SAFE Home Study evaluations are completed using trauma informed interviewing techniques to avoid retraumatization of applicants when discussing sensitive historical events. Maple Star Home Study Evaluators treat all applicants with respect and treat every applicants information with the highest level of confidentiality and maintain records in accordance with HIPPA requirements.

In addition to provision of the SAFE Home Study, Maple Star assumes the following responsibilities regarding the administration of the Home Study Program:

Advertising, recruitment, interviewing, application review and approval of writing sample, completing pre-employment references, etc for each Home Study Provider and/ or Home Study Supervisor.

New hire orientation and paperwork is conducted with each employee by Maple Star's Office Manager.

Background checks including CBI, FBI, BIU, eVerify and DORA, where applicable, are conducted on every Maple Star employee. The cost of the fingerprints and the background checks are covered by Maple Star.

Maple Star's Office Manager supports newly hired employee with processing of new hire paperwork, facilitating the assignment and set up of company email, ADP, etc through corporate offices. Maple Star's administration compiles and maintains personnel files on all employees and conducts regular audits to ensure that all required documents including but not limited to auto insurance, driver's license, licensure documentation, are all current.

Director of Community Operations, Heather Morris, conducts program orientation and assigns new Home Study Providers to SAFE certified Supervisor.

At the time of hire, all employees are required to complete the following trainings:

Ethics

Cultural Diversity

Safety in the workplace

HIPPA

Cell phone security- PHI

Harassment

Maple Star Agency Orientation

Trauma Informed Care

Maple Star requires completion of HIPPA and Workplace Harassment annually. Additionally, all Maple Star Home Study providers require initial training to Maple Star Colorado Home Study Program standards and practices and Department specific requirements. This training is provided through initial program training and orientation, shadowing, and initial study reviews and editing.

Employees will be paid an hourly rate for the completion of all new hire and on-going trainings and meetings.

Home Study Providers and Supervisors working solely for Maple Star are covered 100% by Maple Star Colorado professional liability insurance. Those working independently or for other agencies are covered by Maple Star Colorado but also required to provide proof of independent insurance.

Maple Star Colorado assumes the cost of payroll taxes and processing, employment taxes/ insurance, 401K, medical and dental insurance for all employees working more than 30 hours per week in accordance with federal law and monthly phone stipends.

A Part-time, hourly, program administrator receives, logs and assigns all home study referrals, tracks receipt of required paperwork from Department, tracks delays and communications with Department, provides QA regarding contract compliance for timelines, etc. and provides information to Director of Community Operations to support payroll administration and monthly billing.

Maple Star Director of Operations attends quarterly contracts meetings with the Department of Human Services to review contract utilization and ensure contract compliance. Certification Review Team attendance or phone ins are required by evaluator or supervisor for every certified study (unless not required by Department).

12. Offeror's Staff qualifications

Maple Star Home Study Providers have a minimum of a Bachelor's Degree and have completed the two day SAFE assessment training class.

Maple Star Home Study Supervisors have completed the two day SAFE class and the additional one day SAFE Supervisor training.

Maple Star Home Study Evaluators and Supervisors are registered with CDHS as an approved vendor to complete SAFE Home Study evaluations and in accordance with the laws of the State of Colorado, as applicable, and as required by any rules or regulations of CDHS.

Maple Star requests feedback from the Department in the form of a Home Study Satisfaction Survey (Appendix #1). Input from the Department is utilized by Maple Star Home Study Program administrators and supervisors to help inform needed training and support for individual Home Study Providers and for the overall program.

At the time of hire, all employees are required to complete the following trainings:

Ethics

Cultural Diversity

Safety in the workplace

HIPPA

Cell phone security- PHI

Harassment

Maple Star Agency Orientation

Trauma Informed Care

Maple Star requires completion of HIPPA and Workplace Harassment annually. Additionally, all Maple Star Home Study providers require initial training to Maple Star Colorado Home Study Program standards and practices and Department specific requirements.

Maple Star Colorado will recruit employees to serve the community to enhance a sense of community and remove barriers and resistance to service provision. We will strive to actively recruit and hire employees who are culturally similar to the families they serve. Regardless of an employee's ethnic or cultural background, they must interact with and provide services to all others without regard to race, ethnicity, gender, sexual identity, religion, language ability, level of education, or socioeconomic status. It is essential for culturally appropriate Advocates and Supervisors to establish a foundation of respect, trust and empowerment as families are more

successful and responsive to interventions when they feel respected. Maple Star Colorado will require all staff to attend and participate in Cultural Diversity training.

All Maple Star Colorado employees will adhere to the National Association of Social Workers' Code of Ethics. As stated in the section on the value entitled Dignity and Worth of the Person:

“Social workers treat each person in a caring and respectful fashion, mindful of individual differences and cultural and ethnic diversity. Social workers promote clients' socially responsible self-determination. Social workers seek to enhance clients' capacity and opportunity to change and address their own needs. Social workers are cognizant of their dual responsibility to clients and to the broader society. They seek to resolve conflicts between clients' interests and the broader society's interests in a socially responsible manner consistent with the values, ethical principles, and ethical standards of the profession.”

As representative of this value, Maple Star Colorado expects that employees strive to understand various cultures and their inherent strengths; have a working knowledge of the cultures of the families with which they work; and seek trainings to help them understand diversity and oppression. Maple Star Colorado will continuously seek out bilingual professionals particularly in areas that pertain the families' religious and cultural practice and needs.

Background Checks

Background checks including CBI, FBI, BIU, e-Verify and DORA, where applicable, are conducted on every Maple Star employee. All required background checks are conducted as outlined in Colorado Department of Human Services Volume 7 Rules and Regulations.

Maple Star conducts a minimum of three telephone reference checks prior to employment.

A driving record check is completed prior to employment.

Anticipated Outcomes and Performance Measures

Maple Star Home Study Providers will complete each assigned SAFE Home Study and submit to their Home Study Supervisor for review and approval. Completed, supervisor approved studies, including applicant signatures and any original documentation used to collect client information will be submitted to the Department no later than sixty (60) calendar days after the date the study is assigned to the to Maple Star and the Home Study Provider has received all required documentation from the Department. Expedited requests shall be completed within thirty (30) calendar days from the receipt by Maple Star Home Study Provider and Home Study Supervisor of all required application/ referral documents from Adams County Human Services.

14. Reporting

Maple Star will provide the County a written report of each completed or partially completed study. These written reports shall be provided to the County in the SAFE format. Maple Star

employs SAFE Home Study Supervisors who will review and approve home studies prior to their submission to the County.

A spreadsheet containing required billing information, documented email correspondence regarding specific study's progress on completion, recommendations regarding individual studies and number of days from assignment until finalization will be submitted along with the monthly invoice by the 5th of the month.

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

Exhibit:

1. RFP 2016.332 Scope of Services

EXHIBIT A
ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2016.332

CONSULTANT SERVICES
Home Study 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:
Monday, September 12, 2016

Written questions regarding this RFP will be accepted through
Monday, September 19, 2016
by 2:00 p.m.

RFP Opening Date:
Tuesday, October 11, 2016
Time: 4:00 p.m.

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



ADAMS COUNTY
COLORADO

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 consultant services for home study program 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-HE-2016.332 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, Monday, September 19, 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., Tuesday, October 11, 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 consultant services for home study programs for Adams County Human Services Department Children and Family Services Center.

Scope of Services:

The purpose of the Home Study Program is to ensure that each child is placed in a suitable home and good matches are made between children and families. Home studies also help to ensure that prospective homes comply with State and Local laws for placement of adoptive children and that parents and families are educated about adoption and have the information they need to make the best decisions for their families about adoption.

The offeror will be responsible for:

- Completing a Structured Analysis Family Evaluation (SAFE), as outlined in 7.500.2 (A, C, D and E) of the Code of Colorado Regulations (CCR).
- Providing written home studies that shall become the property of the County.
- Ensuring that all Home studies include a minimum of three (3) separate interviews with the prospective adoptive/foster parents(s).
- Ensure that all interviews performed by the offeror for the studies are performed at the offeror's office, at the home of the family, at the County, or at a place that is mutually agreed upon the County and the offeror.
- Safeguarding the confidentiality of all information obtained as a result of the studies performed, and shall comply with all relevant Colorado statues and Colorado Department of Human Services (CDHS) rules and regulations concerning confidentiality.
- Being available either in person or by phone to address any questions or to clarify information contained in the written Home Study, when required by the County.
- All mileage or transportation used in performing studies. The County does not provide reimbursement for mileage or transportation.

12. Offeror's Staff qualifications

The offeror shall be registered with CDHS as an approved vendor to complete SAFE Home Study evaluations and in accordance with the laws of the State of Colorado, as applicable, and as required by any rules or regulations of CDHS.

• **Background Checks**

Offeror shall provide background checks for all current and prospective employees of Offeror and provisions for employment will be followed as outlined in Colorado Department of Human Services Volume 7 Rules and Regulations.

13. Anticipated Outcomes and Performance Measures

The offeror shall complete each assigned study, and shall submit the written report to the County, no later than sixty (60) calendar days after the date the study is assigned to the offeror. Expedited requests shall be completed within thirty (30) calendar days.

14. Reporting

The offeror shall provide the County a written report of each completed or partially completed study. These written reports shall be provided to the County in the SAFE format. The offeror shall arrange and be responsible for the cost of supervision throughout the home study.

15. Rate of payment

Fee for service agreement will be awarded. Payment will be made only after the written reports are received.

16. 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.

17. Invoice Billing

Offeror must submit detailed invoices to the Project Manager for 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.

18. 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.

19. 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.

20. 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. Disclosurw-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. Standards 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 their fees 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 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."

29. Supplemental Federal Provisions – (FFATA) – Section below:

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.

- 1.1.1. Grants;
- 1.1.2. Contracts;
- 1.1.3. 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);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award does *not* include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. 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, offeror 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.** Offeror shall report data elements to SAM and to the Prime Recipient as required in §7 below if offeror is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to offeror 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 offeror'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 offeror is a Subrecipient, offeror 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.