

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 15th 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," acting in its capacity as the Adams County Board of Human Services, and The Curry Center, LLC, located at 2950 S. Jamaica Court, Suite 204, Aurora, CO 80014 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 RFA 2016.414 Core Services Program Services and the Contractor's response to the RFP 2016.414 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. Contractor will provide Home-Based Intervention Services for clients referred by Adams County Human Services Department (ACHSD) pursuant to the Colorado Family Preservation Act §§ 26-5-101, et seq., C.R.S. and in compliance with the state rules and County Plan, policies, and procedures and CDHS Volume VII 7.303.

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.

3. TERM:

3.1. Term of Agreement: The Term of this Agreement is July 1, 2016 through June 30, 2017.

3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one 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, the sum of thirty thousand dollars (\$30,000.00).

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:**

6.1. **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.**

6.1.1. 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 negligent performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or negligent 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

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 the 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 or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials 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 with 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. The Contractor 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 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
2016.414.06 Core Services/The Curry Center, LLC/Home-Based Intervention Services

and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

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

Department: Adams County Human Services Department, Children and Family Services
Contact: Jan James, Division Director
Address: 7401 North Broadway
City, State, Zip: Denver, CO 80221
Phone: 303.412.8121
E-mail: jjames@adcogov.org

Department: Adams County Purchasing
Contact: Liz Estrada, Contract Administrator
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6052
E-mail: lestrada@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: The Curry Center, LLC

Contact: Larry Curry

Address: 2950 S. Jamaica Court, Suite 204

City, State, Zip: Aurora, CO 80014

Phone: 303-755-9954

E-mail: lc Curry7641@aol.com or curryctrllc@gmail.com

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, 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 Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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 the 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 (3) 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 (3) 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.

The remainder of this page is left blank intentionally.

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

County Manager's Office



15 Dec 2014

Raymond Gonzales, Deputy County Manager Date

The Curry Center, LLC

Signature

Date

Printed Name

Title


Attest:

Stan Martin, Clerk and Recorder



Deputy Clerk

Approved as to Form:



Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2016,

by _____,

Notary Public

My commission expires on: _____

1. **Scope of Services:** Home Based services- In home family preservation services for families who have children and or situations that require in home therapy. The Curry Center, LLC , provides Intensive Intervention services for families who might be experience family conflict, addictive behaviors, emotional and or behavioral issues , children who are beyond parental control , Dependency and neglect charges, and or in setting where traditional service have not worked.

Home Based Intervention Life skills Supervised visits Individual & Family therapy

Staffs consist of the following employed staff members, LCSW- Clinical Director, Senior FP Supervisor, two B.S level therapists with more than ten years experience each. Two Master level – intern - therapists, one Psychology, and one Counseling Psychology, One Doctorial intern (for testing and evaluation services).

The Curry Center was founded in 1979 under the name of the Adolescent and Family Counseling Associates. After years of the courts referring to the agency as the Curry program, we changed the name to the Curry Center. The center is committed to serving all who seek help in taking charge of their own lives and lifestyles. Dr. Larry Curry developed the Curry center out of his private practice and began hiring counseling staff to assist in providing services to individual and families who were in need of help. While we work with voluntary cases, we would like for the family to agree to work with us first before services begin. This is a first step in the process of empowerment for the family and or individual seek help. This agency uses a model based off of the Family Institute, of Federal Way Washington (Home Builders model). Larry Curry was a trainer and consultant with HB for seven years and for the last six years he remains a consultant for a special project for Mental health clinicians and families with the Inst. . As a licensed clinical Social Worker and a Licensed substance abuse counselor his specialty is in a number of areas that include Addictive behaviors and working with at risk children. The center serves as a direct treatment facility and a base for in home services and outreach to the community. Located in central Metro areas, we are on the bus line for Denver and Aurora. There are two full time clinicians, Dr. Larry Curry and Deborah M. Curry MA. (See attached organization chart).

Finally we are located in 3300 square feet of space, with conference a room, five offices and a joining to New Covenant Holy church which has additional space for large meeting and training.

Separate entry ways and handicap accessible.

2. Detail previous contracts with the City and County of Adams and or other government agencies and describe your ability to effectively manage these programs.

Home Based Intervention

<p>Treatment Package Moderate – includes a average of 3-5 hours of face to face time per week Which would include at least 1 one therapeutic visit but a minimum of two home visits per week (as required by case worker or determined by treatment team). This program is available 24 hours a day, 7 days a week for crisis intervention services. Monitoring is scheduled and unscheduled visits. Includes all transportation and case management time. Families will be seen within 24 hours of referral.</p>	<p>Rate \$1550.00 Unit - Monthly</p>		
<p>Treatment Package High – Includes an average of 6-8 hours of face to face time per week which could include at least 1 or two therapeutic visits but a minimum of three to four (as requested by case worker or determined by treatment team) – home visits per week. This program is available 24 hours a day, 7 days per week for crisis intervention services. Monitoring is scheduled and unscheduled visits. Includes all transportation case management time. Families will be seen within 24 hours of referral.</p>	<p>Rate \$ 1765.00 Unit Monthly</p>		
<p>Treatment Package – Individual hourly services by staff other than Larry Curry</p>	<p>Rate \$ 65.00 BA /BS Unit Hourly Master level \$85.00</p>		
<p>Individual Counseling (Larry Curry's rate, licensure PhD- \$)</p>	<table border="1"> <tr> <td data-bbox="846 1717 1211 1793"> <p>Rate \$ 100 Unit Hourly - PhD</p> </td> <td data-bbox="1211 1717 1390 1793"> <p>Hourly</p> </td> </tr> </table>	<p>Rate \$ 100 Unit Hourly - PhD</p>	<p>Hourly</p>
<p>Rate \$ 100 Unit Hourly - PhD</p>	<p>Hourly</p>		

B. Programs/ Services to be provided, in the contest of this RFP

(1) In the specific service area your agency is proposing, what are the key concepts and strategies for program/ services to be provided? (One proposal per services Area is required. Please Select one Area and propose your response for that area. Delete the other three.

Home Based Services

Regular Home Based Services.

(2) In the specific service area, provide a detailed narrative on how this service will address the five Core Services goals of:

- a. This is a strength based model, working with the family to build upon their strengths and to add to what they already have or in some cases might be lacking.
- b. Prevention of out-of-home: The curry center is based upon a model that works with at risk families with the primary goal of preventing out of home placement of children and when every possible advocating for relative placement if necessary. If the child (ren) are already in placement then the goal becomes reunification. In these cases the program works to empower parent's family members and guardians with the skills needed to prevent previous behaviors and or risk factors from re-occurring. This is best accomplished by using behavioral interventions and skills that work to change behaviors by offering alternative steps and options.
- c. Return children in placement to their own home: These referrals are called reunification, generally the referral is make when the worker is ready to return the child(ren) home. The child is expected to be in the home at least 15 days after the referral has been made.
- d. Unite children with their permanent families: Again these cases are called re-unification and the goal is always to work with any family member to reunite the child with their parent or family member.
- e. Provide services that protect the child: In cases where a child has been removed or placed due to prior abuse and or another risky behavior by the parent as safety plan is employed with alternative steps , plans , behaviors and other recourses to help prevent re-occurrence of old behaviors and patterns of behavior from re-occurring.

3) Describe the services delivery methods and mechanisms you would implement. Include specific methods and techniques you will use for engaging and motivating clients and families.

L. Curry is trained and is a trainer in Motivational Interviewing, therefore all staff member have been trained in this techniques and have the skills to use in working with some of the most resistant

individuals and families that are referred. Also that the training used at CC helps to use a clients resistance as a starting point to engaging with the client for a more successful outcome and tool for desired success.

4). What Other services do you provide which will promote continuity of care for clients, such as day treatment or residential services?

Drug alcohol, Christian counseling, couples couples counseling, adolescents and child –play therapy, and women’s and men’s support group counseling. Substance abuse assessment, The Curry center is affiliated with COVA, Colorado Office of Victims of Abuse, Inside Out Community outreach an outpatient counseling center, a licensed Substance abuse program Aurora, (Adams County) Denver Metro., and Ft. Collins (Colorado).

5). Referral are received from private and nonprofit Christian organizations, private insurance companies, Adams county, Denver, Arapahoe county probation, and sometime special or joint county services like Douglas county.

6). Staffing patterns- Currently based upon the current umber of referrals we used contract staff which usually carry no more than 2-3 cases at a time. The full time consist of two members Larry Curry, PhD, LCSW ,CACIII and Deborah M. Curry , MA.

7). Multi-culturally responsiveness- The Curry Center, LLC is own and operated by African American. owner, 100%. We hire regardless of Age, sexual orientation, race or disabilities. We are an equal employment agency.

8). How do you plan to provide services to non- English speaking Clients? One of our current Master level contract clients is bilingual and we have two additional contract therapists on call.

9). Additional types of therapy services and areas of specialization that is offered includes, Hypnosis’, relaxation, meditation, career counseling, Special attention to youth and at risk youth .

10) WE only use paid staff, contract staff to be the primary case mangers. Our interns at the BSW level are always assigned to work with a master level clinician (Curretnly we have only had three Bachelor levels interns who have accompanied LC on cases. Master level and doctorial interns are a part of a team approach to working with clients and do not have a case load rather they assist the primary clinician as member of that team approach to working with the client or family.

C. Experience and Effectiveness

CORE SERVICES PROGRAM SCOPE OF WORK

I. Purpose of Agreement The purpose of the agreement is to establish a contract and Scope of Work that will begin on June 1, 2016 and end on May 31, 2017 between the Adams county Department of Human Services (ACDHS) and The Curry Center LLC, Trails Provider # -- ---, who will provide culturally competent services through the Core Services Program with funding from the City and County of Adams.

II. Core Services Program The Core Services Program was established within the Colorado Department of Human Services in 1994 and is statutorily mandated to provide strength-based resources and support to families when children are at imminent risk of out-of-home placement and/or are in need of services to maintain a least restrictive setting.

The goals of the Core Services Program are to: A. Focus on the family strengths by directing intensive services that support and strengthen the family and protect the child; B. Prevent out-of-home placement of the child; C. Return children in placement to their own home; or, D. Unite children with their permanent families. E. Provide services that protect the child.

"To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Provider Report Requirements is to remain in the placement on a permanent basis.

III. Services The Adams County Department of Human Services desires to contract for the following services: Definitions of services as used in this scope of work:

Service Type

Program Description & Detail Rate Unit

HOME BASED SERVICES Also available to offer family individual and couples counseling or mental health services, and Substance counseling.(CACIII and /CACII on Staff)

Treatment Package Intensive: 12 hours of service per week – 75% of that should be spent with the client working on treatment plan issues. The other 25% can be related to court activities/requests; VOICES Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.

Treatment Package High: 8 hours of service per week – 75% of that should be spent with the client

\$2,300

\$1,765

Monthly -rates Monthly - EXHIBIT A Core Services Program Scope of Work 06/01/2016

CORE SERVICES PROGRAM SCOPE OF WORK

Service Type

Program Description & Detail Rate Unit

Mental Health Services

Supervised Visitation

working on treatment plan issues. The other 25% can be related to court activities/requests; VOICES Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.

Treatment Package Moderate: 6 hours of service per week – 85% of that should be spent with the client working on treatment plan issues. The other 15% can be related to court activities/requests; VOICES Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.

Treatment Package Low: 3 hours of service per week – 90% of that should be spent with the client working on treatment plan issues. The other 10% can be related to court activities/requests; Team Decision Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.

Treatment Package: additional hours authorized

Treatment Package: hourly rate Master's level

Treatment Package Low: Licensed Clinicians

Treatment Package Moderate: Ph.D.

Treatment Package Intensive – Therapeutic Visitation - conjoint parent-child therapy conducted by a licensed mental health professional also trained to provide supervised visitation. The role of the visitation worker is the same as a family therapist and uses therapeutic modalities to address parent/child interactions. 1 hour (75%) of

\$1,550 Moderate rate 3-5hrs. ff a week

\$600 Mental health ff in home 1-2 hrs. a week

\$65.00 per hrs. for BA, BS level

\$75.00 Masters level

\$100.00 Licensed PhD 1EXHIBIT A Core Services Program Scope of Work 06/01/2015

CORE SERVICES PROGRAM SCOPE OF WORK

Service Type

Program Description & Detail Rate Unit

(75%) of time should be spent with the parent and child. The other 15 minutes (25%) can be spent on report writing, phone calls, etc. Additional hours may be authorized for court, VOICES, etc.

Visitation Transportation – Provider may only bill for time transporting a client. This may be billed in 15 minute increments at \$13.75.

\$55.00

Hourly

A. Core Services providers are expected to: 1. Respond to ACDHS Child Welfare to provide such Core Services as authorized in the Service Authorization Agreement (Exhibit B), and respond to referrals in a timely manner by attempting to contact the potential client within two (2) business days of receipt of the service authorization. If the client cannot be reached within that period, the provider will contact the referring party (caseworker) and request their guidance regarding how to make contact with the client. 2. Work collaboratively with the client once they have engaged in services, to develop a treatment plan that includes clinical issues specific to the contracted services, but also addresses child protection and/or delinquency concerns. 3. Maintain ongoing and timely communication with the Child Welfare caseworker. This is imperative and includes informing the caseworker whenever there is a sustained break in treatment, new reports of child abuse, positive Urine Analysis or Breathalyzers, changes in medication, etc. 4. Reach out to extended family members of the client whenever possible in order to address any underlying family dynamics that are undermining treatment and to help build and maintain a healthy support system for the client.

B. Special Requirements and Conditions: 1. Provide culturally competent services. 2. Provider agency staff may provide transportation of clients for reasons pertaining to the treatment plan or services. Any employee transporting client(s) will have a current driver's license and adequate insurance as required in body of City and County of Adams county contract. 3. Therapy services may only be provided by a Master's Degree level clinician or unlicensed therapist registered with Department of Regulatory Agencies; other services may be provided by Bachelor's Degree level staff or paraprofessional level staff. 4. Providers who are providing therapeutic services are required to apply to become Medicaid providers to provide continuity of care to clients upon the end of the Core Services authorization.

EXHIBIT A Core Services Program Scope of Work 06/01/2015

CORE SERVICES PROGRAM SCOPE OF WORK

5. Providers working closely with families involved in the child welfare system are expected to be capable of discussing and providing clear recommendations around the needs of the families and children they serve. This includes recommendations around frequency and level of supervision of visits, placement and reunification planning and safety issues. 6. Provider agency will perform background checks, such as Colorado Bureau of Investigation, and the equivalent of the Child Abuse Central Registry on employees. 7. Provider agency will ensure that their facility and employees have proper training, credentialing and follow the rules and regulations of all applicable State Department qualification requirements. 8. The Department does not pay for no-shows or cancelled appointments when services are provided on hourly or per episode unless otherwise agreed upon by the Core Services Program Administrator. 9. Provider agency agrees to be available for request to appear in court regarding treatment matters and complete a written report to the court upon request if deemed necessary. 10. Provider will collaborate with the caseworker to request Medicaid approval when necessary. 11. Provider will understand the rules and regulations regarding the Medicaid funding for treatment. 12. Return the completed Agency billing roster no later than the fifth (5th) day following the month in which Core Services were rendered (Exhibit C, City authorized form) for billing for each child seen and reimbursement being requested. 13. Monthly progress reports that includes progress and barriers in achieving provisions of the treatment plan will be submitted with the bill; (and will follow the format as stated in Exhibit D); be professionally written; focus on family strengths; and will address areas of need in order to strengthen the family, and protect the child(ran). 14. Discharge from treatment will be a collaborative process between the provider and the Child Welfare caseworker, with the understanding that accessing ongoing community resources will be imperative for sustaining successful client functioning. 15. Applicable rates shall be determined as set forth in the Agreement, unless the rates are altered during the term as legislated by the General Assembly. The City will provide written notice to the Contractor of any state changes in rates. These altered rates shall automatically go into effect unless the Contractor notifies the City in writing within fourteen (14) days, in which case the contract may then be subject to re-negotiation or termination.

IV. Background Checks Contractor shall provide background checks for all current and prospective employees of Contractor, and/or any subcontractor who has any direct contact with a child involved in any phase of an open child welfare case including, without limitation, those in the process of being EXHIBIT A Core Services Program Scope of Work 06/01/2015

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Placed and those who have been placed in out of home care. Each employee, prospective employee and/or subcontractor shall submit a complete set of fingerprints to the Colorado Bureau of Investigation (CBI) that were taken by a qualified law enforcement agency to obtain any criminal record held by the CBI.

A. Contractor Employees and Subcontractors

1. The person's employment is conditional upon a satisfactory criminal background check and subject to the same grounds for denial or dismissal as outlined in 26-6104(7), C.R.S., including:
 - a. Checking records and reports; and
 - b. Individuals who have not resided in the state for two years shall be required to have Federal Bureau of Investigation (FBI) fingerprint-based criminal history.
2. Payment of the fee for the criminal record check is the responsibility of the Contractor or at Contractor's option individual being checked. In either case, DHS will not reimburse any of the costs associated with background checks.

B. Volunteers and Students:

1. If volunteers or students are used by Contractor, Contractor shall define specifically the services to be given by that individual.
2. Volunteers and students who are assigned to work directly with the children shall:
 - a. Be subject to reference checks similar to those performed for employment applicants.
 - b. Be directly supervised by Contractor's paid and qualified staff member shall be present at all times when the volunteer or student is working directly with or having direct contact with any child or children.
 - c. Be oriented and trained in the culture of the agency, confidential nature of their work, and the specific job which they are to do prior to assignment.
3. Provisions for employment and volunteer/student related background check inquiries will be followed as outlined in Section 7.701.32 "Use of Reports and Records of Child Abuse or Neglect for Background and Employment Inquiries".

V. Performance Management and Reporting

A. Performance Management Monitoring will be performed by the program area and Contracting Services. Contractor may be reviewed for:

1. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. Contract & Financial Monitoring: Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
3. Compliance Monitoring: Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DHS policies are being met.

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B. Reporting The following reports shall be developed and delivered to the City as stated in this section.

Report # and Name Description Frequency 1. Monthly Report (if requested) Report should be clear, specific, and detailed. Reports should clearly spell out what work is being done with the client(s), family and how the client(s) is progressing. Report must be typewritten and clear of grammatical errors and follow the example in Exhibit D. Submitted monthly no later than the fifth (5th) day following the month in which Core Services were rendered attached to CDHS Trails System billing form (Exhibit C) and Provider Report Requirements (Exhibit D) for each child seen and for whom reimbursement is being requested 2. Mental Health Assessments, Psychological Evaluations, and Parent Child Interactional evaluation reports The assessments and evaluations shall be typewritten, clear of grammatical errors and include at a minimum: the name of the examiner, referral questions/reason for testing, assessment methods, and examiners background information, summary of testing results, psychological impression, conclusions, recommendations, and any other information deemed necessary. No later than 3 weeks after meeting with the client(s). 3. Other reports as reasonably requested by the City. To be determined (TBD) TBD

VI. General Requirements • Provider information changes such as change of address, phone, fax number, staffing changes must be reported to Adams County Department of Human Services Core Services Program Administrator within 48 business hours after the change occurred. • Any sanctions, disciplinary issues, and hiring practices that affect the business practice of the service providers shall be reported to Denver Department of Human Services Core Services Program Administrator within 48 business hours.

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- If Provider has a Medicaid contract, they will refer or facilitate a referral to Medicaid for payment if family is Medicaid eligible and services appear to address treatment issues that meet Medicaid eligibility.

Address correspondence to: **Adams County Department of Human Services Core Services Program Administrator Child Welfare Division 4th Floor 4430 S. Adams County Parkway , C400A Brighton , CO 80601**

VII. Business Associate Terms – HIPAA/HITECH 1. GENERAL PROVISIONS AND RECITALS 1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended. 1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY. 1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities. 1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended. 1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that

Diversity and Inclusiveness* in City Solicitations Information Request Form

Type in your response, print out, sign and date; or print out and complete manually. Please print legibly.

Denver Executive Order No. 101 establishes strategies between the City/county and private industry to use diversity and inclusiveness to promote economic development in the City/county and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City's or county's contractors and consultants toward diversity and inclusiveness and encourages/requires City/county agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City/county services or goods.

Answer each item below. Missing or incomplete responses will be recorded as "no" or "none". A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.

Project Name: Adams County Human Services Request for Application 2016.414

BID / RFP No.: Core Services 2016.414 RFA Core Services Program

Name of Contractor/Consultant: The Curry Center, fir Individual and Family Counseling LLC

Address: 2950 S. Jamaica Court Suite #101 Aurora Co. 80014

Email: lcurry7641@aol.com or curryctrllc@gmail

Business Phone No.: 303-755-9954

Business Facsimile No.: 303-755-0458

1. Do you have a Diversity and Inclusiveness Program? Yes No

If No, and your company size is less than 10 employees continue to question 11. Complete and sign the form.

If Yes, does it address:

- 1a. Employment and retention? Yes No
1b. Procurement and supply chain activities? Yes No
1c. Customer service? Yes No

2. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. Attach any written material for your program. (This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service.)

3. How many employees does your company employ?

1-50 less than over 100

51-100

3a. How many of your company's employees are:

Full-time 2 Part-Time 4 contract consultants-hourly

4. How does your company regularly communicate its diversity and inclusiveness policies to employees?

Employee Training

Pamphlets

Public EEO postings

Other

Not Applicable

5. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program. We do N/A

6. How often do you provide training in diversity and inclusiveness principles?

- Monthly Annually
 Quarterly Not Applicable Other _____

6a. what percentage of the total number of employees generally participate?

- 0-25% 50 - 75%
 23-50% 76 - 100% Not Applicable

7. State how you achieve diversity and inclusiveness in supply and procurement activities. (This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness.)

8. Do you have a diversity and inclusiveness committee? Yes No

8a. If so, how often does it meet?

- Monthly Annually No Committee
 Quarterly Other _____

8b. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee.

9. Do you have a budget for diversity and inclusiveness efforts? Yes No

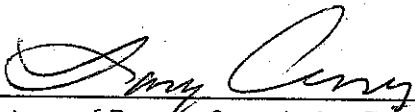
10. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? Yes No

11. Would you like information detailing how to implement a Diversity and Inclusiveness program?

If yes, send an email to X0101@adamsgov.org with your contact information.

xYes No

I attest that the information represented herein is true, correct and complete, to the best of my knowledge.



Signature of Person Completing Form

4/5/14
Date

Dr. Larry Curry

Printed Name of Person Completing Form

NOTE: Attach additional sheets or documentation as necessary for a complete response.

*"Diversity and inclusiveness program" means a program that invites values, perspectives and contributions of people from diverse backgrounds, and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute, and succeed within the organization's workplace. "Diversity" encompasses a wide variety of human differences, including differences such as race, age, gender, gender identity, sexual orientation, ethnicity, physical disabilities, appearance, historically underutilized and disadvantaged persons, as well as social identities such as religion, marital status, socio-economic status, lifestyle, education, parental status, geographic background, language ability, and veteran status."