### ADAMS COUNTY, COLORADO SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this October 7 2012, 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 CENTER FOR WORK EDUCATION AND EMPLOYMENT, INC. located at 1175 Osage Street, Suite 300, Denver Colorado, 80204 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

#### 1. SCOPE OF WORK OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached RFP 2012.158 as Exhibit A1 and the Contractor's responses as Attachments A1-A3 to RFP 2012.158 attached hereto and incorporated herein by reference. Should there be any discrepancy between Attachment A1-A3 and this Agreement the terms and conditions of this Agreement shall prevail.

RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor performance under this Agreement, as referenced in Exhibit A1.

#### 2. TERM:

- 2.1. Term of Agreement: The initial term of this Agreement shall the date of execution by the Board of County Commissioners. This Agreement shall terminate on October 31, 2013, unless sooner terminated as specified elsewhere herein.
- 3. PAYMENT AND PRICE SCHEDULE: The County shall pay the Contractor for work furnished under this Agreement as outlined in Attachment A1 and the Contractor shall accept as full payment for those works, not to exceed amount of three hundred forty-two thousand, one hundred five dollars and no cents (\$342,105.00) for the term of the Agreement.

#### A. Invoices

Invoices will be submitted to the County Project Manager by the Contractor for the previous month of service, for work performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

The County has appropriated sufficient funds for this Agreement for the current fiscal year. 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 funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

- 4. 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.
- 5. 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.
- 6. 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.
- 7. INSURANCE: The Contractor 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.

\$1,000,000 7.1.1. Each Occurrence \$2,000,000 7.1.2. General Aggregate

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, 7.2. hired, leased, or borrowed.

\$1,000,000 (each accident) 7.1.3. Bodily Injury/Property Damage

Per Colorado Statutes 7.1.4. Personal Injury Protection

Per Colorado Statutes 7.2. Workers' Compensation Insurance:

- 7.3. <u>Professional Liability Insurance</u>: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
  - 7.3.1. Each Occurrence

#### \$1,000,000

- 7.3.2. This insurance requirement applies only to Contractors who are performing services or work 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.
- 7.4. 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:
  - 7.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
  - 7.4.2. 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.
  - 7.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.5. <u>Licensed Insurers</u>: 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.
- 7.6. 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.
- 7.7. Proof of Insurance: Proof of insurance shall be provided to the County upon execution of this Agreement. Contractor shall provide the County certified copies of such policy or policies. Any payment due under this agreement shall be withheld until Contractor has provided such 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.

#### 8. TERMINATION:

- 8.1. 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.
- 8.2. 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.
- 8.3. Termination for Default. An Agreement may be terminated for default because of the Contractor's actual or anticipated failure to perform its contractual obligations. The County will not be liable for the Contractor's costs on undelivered work and may be entitled to the repayment of progress payments. If the Contractor's failure to progress or perform endanger performance of the Agreement, the County Purchasing Department Manager will issue a written notice to the Contractor (generally called a "Cure Notice") specifying the failure and providing a period of ten (10) days in which to "cure" the failure. After the ten (10) days, the County Purchasing Department Manager may issue a notice of termination for default, unless the failure to perform has been cured.

#### 9. MUTUAL UNDERSTANDINGS:

- 9.1. <u>Jurisdiction and Venue</u>: 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.
- 9.2. 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, and that no violation of such provisions are present. 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) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."
- 9.3. Record Retention: The Contractor shall maintain records and documentation of the services or work provided under this Agreement, including fiscal records, and shall retain the records for a period of five (5) 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.
- 9.4. <u>Assignability:</u> 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.
- 9.5. <u>Waiver:</u> 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.
- 9.6. <u>Force Majeure:</u> 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.
- 9.7. <u>Notice:</u> 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 a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

#### County:

Sally Ten Eyck, Project Manager Contract Manager Adams County Human Services Department 7190 Colorado Blvd Commerce, Colorado 80601 Office: 303.227.2116

and Purchasing Department, Human 4430 South Adams County Pkwy 4<sup>th</sup> Floor Suite C4000A Brighton, Colorado 80601

Office: 303.227.2116 STenEyck@adcogov.org

and Adams County Attorney's Office 4430 South Adams County Pkwy Brighton, Colorado 80601

#### Contractor:

Laurie Harvey
Executive Director
Center for Work Education and Employment, Inc.
1175 Osage Street, Suite 300
Denver, Colorado 80204

Phone: 303.892.8444 x313

lharvey@cwee.org

9.8. 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.

- 9.9. 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.
- 9.9. 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.

#### 10. CHANGE ORDERS OR EXTENSIONS:

- 10.1. 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 **Exhibit A1**, or, if no provision exists, pursuant to the terms of the Change Order.
- 11. 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 Contractor shall meet the following requirements prior to signing this Agreement (agreement for service or work) and for the duration thereof:
  - 11.1. 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.
  - 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this agreement for services or work.
  - 11.3. 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 agreement for services or work.
  - 11.4. At the time of signing this agreement for services or work, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement for services or work through participation in either the E-Verify Program or the Department Program
  - 11.5. 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 agreement for services or work is being performed.

- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this agreement for services or work 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 (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 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.
- 11.7. 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).
- 11.8. 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.
- 12. All forms that were required for RFP 2012.158 are reference under Attachment A as items 1 through 3.

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#### 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 an agreement for services or work with Adams County, 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 agreement for services or work 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 agreement for services or work.

#### CONTRACTOR:

CENTER FOR WORK EDUCATION AND EMPLOYMENT, INC.

Authorized Name (Print or Type)

10/11/12 Date

Signature Mirector

Note: Registration for the E-Verify Program can be completed at: https://www.visdhs.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.

CONTRACTOR	BOARD OF COUNTY COMMISSIONERS
CENTER FOR WORK EDUCATION AND EMPLOYMENT, INC.	ADAMS COUNTY, COLORADO
By: Laurie A. Harvey Name (Print or Type)	By: Chair Signature
Authorized Signature	Date: 0-17-12
Executive Director Title	
Date: 10 /11 /12	S COUNTY COLO
	ATTEST:
	Karen Long Clerk and Recorder
	Deputy Clerk Signature
	APPROVED AS TO FORM: Adams County Attorney's Office
	By: Jumpel Manley Attorney Signature
Signed and sworn to before me on this	day of <u>0 ctober</u> , 2012
Ohist Mari Linning to Notary Public	CHRISTINE MARIE PENNINGTON Notary Public State of Colorado
×	My Commission Expires May 17, 2015
My commission expires on:	111 cy 17, 2015

#### ATTACHMENT A

(Documents following this page of the Agreement)

### Attachments:

- 1. Best and Final Offer (BAFO), dated September 14, 2012
- 2. Addendum One, dated Tuesday, August 16, 2012
- 3. Proposal, dated August 29, 2012

The remainder of this page left blank intentionally

#### Attachment B Budget Sheet 2012-2013 (12 Month Period)

Base Expenses (Fe	es are for a 12 month perio	od)			<del></del>
(Column A)		(Column B)	(Column C)	Total Equals  Column A *	
	- 1		Ouerhood	(B+C)	
Description	of Time/Fees	and Benefit Fee	Overnead		(D T C)
Provides supervision of case managers and direct case mgt. service to TANF clients	100%	\$ 52,881	\$ 4,600	\$	57,481
Provides supervision					
; 1	15%	\$ 73,477	\$ 6,400	\$	11,982
Provides direct case mgt. service to TANF	100%	\$ 54,694	\$ 4,800	\$	59,494
mgt, service to TANF clients	100%	\$ 47,525	\$ 4,100	\$	51,625
Provides direct case mgt. service to TANF clients	100%	\$ 40,911	\$ 3,600	\$	44,511
Provides employment development to TANF	25%	\$ 41,773	\$ 3,600	\$	11,343
Clients					
Provision of GED preparation and testing, adult basic education, job readiness and computer skills training to TANF clients	40%	\$ 186,002	\$ 16,200	\$	80,881
Disburses bus passes to TANF clients, directs TANF clients to Case Manager, assist Instructors preparing for classes for TANF					
clients	15%	\$ 21,104	\$ 1,800	\$	3,436
Office space, gas, electric and water	38%	\$ 64,833	\$ -	\$	24,637
				\$	(24,637
Telephone				\$	2,914
Web based email		<u></u>			1,058
Classroom and office	38%	\$ 6,674	<b>+ +</b> -		2,536 (2,155
				\ <u>*</u>	(2,3,200
[	Total of Base Expenses:		1	\$	325,105
	Provides supervision of case managers and direct case mgt. service to TANF clients Provides supervision for entire program  Provides direct case mgt. service to TANF clients Provides employment development to TANF clients Provides employment development to TANF clients Provision of GED preparation and testing, adult basic education, job readiness and computer skills training to TANF clients Disburses bus passes to TANF clients, directs TANF clients, directs TANF clients to Case Manager, assist Instructors preparing for classes for TANF clients Office space, gas, electric and water  Telephone	Provides supervision of case managers and direct case mgt. service to TANF clients 100%  Provides direct case mgt. service to TANF clients 100%  Provides direct case mgt. service to TANF clients 100%  Provides direct case mgt. service to TANF clients 100%  Provides direct case mgt. service to TANF clients 100%  Provides direct case mgt. service to TANF clients 100%  Provides direct case mgt. service to TANF clients 100%  Provides direct case mgt. service to TANF clients 100%  Provides employment development to TANF clients 25%  Provision of GED preparation and testing, adult basic education, job readiness and computer skills training to TANF clients 100%  Disburses bus passes to TANF clients, directs TANF clients to Case Manager, assist Instructors preparing for classes for TANF clients 15%  Office space, gas, electric and water 38%  Telephone 38%  Web based email 38%  Classroom and office 38%	Description  Agreement Allocation of Time/Fees  Provides supervision of case managers and direct case mgt. service to TANF clients  Provides employment development to TANF clients  Provides employment to TANF clients  Provides direct case mgt. Service to TANF clients  Prov	Column A   Agreement Allocation   Annual Salary   Overhead	Column A   Agreement Allocation of Time/Fees and Benefit Fee   Overhead   Co   Co   Co   Co   Co   Co   Co   C

Budget Item	Description	Amount	
	Equals total of Base Expenses	\$ 325,105	
Base Expenses	Mental health services for participants	\$ 10,000	
Project WISE SafeHouse Denver	Domestic violence counseling services for participants	\$ 5,000	
Criminal Background Funding	Amount in contract for criminal background checks-employees	\$ 500	
Mileage	Reimbursement of miles traveled for staff	\$ 1,500	
	Total	\$ 342,105	



September 14, 2012

To Whom It May Concern:

Job Transition Prosam

Regarding RFP 2012.158 Case Management Services for TANF Golorado Works

Programs, CWEE is submitting the attached budget document and this letter as part of CWEE's Best and Final Offer.

We appreciate the opportunity to speak with the interviewing committee on September 12, 2012. As a result of that meeting we have revised a budget document to reflect the request of the interviewing committee.

We are submitting a budget which includes 3 full-time BCA case managers. We also understand that it is important for CWEE to be very vigilant to assure that the case managers work to maintain average caseloads of 40 individuals. We will coordinate with Adams County TANF contract section and the assessment department to monitor the referrals.

In recognition that we may receive a wider range of referrals we will continue to examine our service delivery model and make adjustments as needed to meet the needs of those who are referred. This will allow the possibility of "fast-tracking" some individuals and/ or focusing on the most important services the individual needs to meet their goals.

Again, I welcome the opportunity to continue as a partner in providing our services and expertise to Adams County Human Services Department.

Sincerely,

Laurie Harvey
Executive Director

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#### ADDENDUM OF SOLICITATION

SOLICITATION NUMBER:

2012-158

SOLICITATION DATE:

Thursday, August 9, 2012

DESCRIPTION:

Case Management Training Services Temporary Assistance for Needy

Families (TANF) Job Transition Program

ADDENDUM NUMBER:

ONE (1)

ADDENDUM DATE:

Thursday, August 16, 2012

The hour and date specified for receipt of IFB 2012-158 ] is [X] is not extended to the following new hour and date:

The above-numbered solicitation is amended as set forth below. Offeror must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended by signing this form below or by acknowledging receipt of this addendum on each copy of the proposal submitted. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF PROPOSAL PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR PROPOSAL. If by virtue of this addendum you desire to change an offeror already submitted, such change may be made by letter, provided the letter makes reference to the solicitation and this addendum, and is received prior to the hour and date specified.

#### DESCRIPTION OF ADDENDUM:

A. This Addendum is being issued to provide answers to the questions received for RFP 2012.158 before Tuesday, August 14, 2012.

#### QUESTIONS AND ANSWERS:

- Q1. On page #1 it states that the offeror must have the ability to serve an average monthly caseload of 250 BCA single parent households. Is this number a monthly average figure or an annual average figure??
- A1: A monthly average figure. The current caseload is less than 250; this maximum average of 250 allows for caseload growth. The Offeror for this RFP may decide to bid at the current caseload of approximately 100 per month.
- Q2. The achievement of FWPR has some discrepancies on page #1, 2, and 4. Is the FWPR a minimum of 50%, 55% or 60%.
- A2: The minimum FWPR requirement is 50% and that is acceptable as a minimum. ACHSD prefers that all providers exceed this by 5% and page 4 states "the offeror will work to achieve a 60% FWPR" the intent of the goal is to exceed the FWPR minimum.
- Q3. On page#2 it states that the offeror will be responsible for ensuring that all employees pass a CBI background check. Please define the scope of the background check (i.e. period of time) and please provide a definition of passing a background check.
- A3: The Offeror will review the employees assigned to this project CBI report for negative information, such as a criminal history, discrepancies between what an applicant claims, what is reported by schools, prior employers, and etc. The Offeror will compare the criminal history to the applicant's job qualifications in order to evaluate the applicant's ability to do the designated job, to ensure that the public, the County, fellow employees, families served in the program are safe, and protected from harm. The period for state CBI's is five years; if the applicant has lived out of state prior to five years then a nationwide CBI should be conducted.

- Q4. On page #4 there is an outcome of placements. With the Adams County policy changes to achieve an increase in diversions and withdrawal benefit payouts the number of participants who are in the pool of candidates for employment placement will be diminished. The goal to increase employment placements is contradictory with the goal in increase diversions and WBP. Withdrawal benefit payouts and diversions have been recently defined as positive leavers by the county. Is a positive leaver outcome carry the same weight as a placement outcome?
- A4: Yes, positive leavers are often people who are employed full time, but may include those who are employed part time, and have other supports. The goals are not contradictory, because many clients receiving the WBP will be employed. Both methods provide supports for families leaving TANF BCA. All families are provided follow up services for two (2) years as well.
- Q5. What is the definition of full time placement CDHS defines a place as 30 hours per week. Is this the definition for Adams County?
- A5: Yes, the CDHS 30 Hour definition is what ACHSD will be using for this program.
- Q6. On page #5, Section IV under reports could you please explain the monthly caseload spreadsheet and the child welfare report. We are not sure if these reports are expected of the offeror.
- A6: The monthly caseload spreadsheet is the sample report titled "TANF Report Card", it is the first sample report following Attachment E. This includes details on the status of the caseload, for example how many clients are on the caseload and have been on for less than 24 months, the FWPR activities and the number of clients in non-compliance.

The child welfare report is a simply report of the families who are on the TANF BCA caseload with the provider, and have a child welfare case open.

The awarded offeror will be provided more detailed assistance, and direction with the required reports.

- Q7. On page #5 Section VI under fee schedule it states that the offeror's fees for the options years will be used for evaluation and award consideration. On the Fee Schedule (Attachment B not Attachment A) there is no mention of the options year's budget. Please clarify if an option year budget must be completed and if so please define what an option year budget is.
- A7: At the time of renewal, if the county decides to proceed with the current Offeror, ACHSD will request an updated budget sheet, and will negotiate requested increases. However, approval depends on the budget, review by ACHSD, and approval by the Board of County Commissioners.
- Q8. On page #15 question #5) may the offeror utilize the experience with Adams County TANF populations and services as an example of a similar and comparable project?
- A8. The County would prefer the offeror to reference the same or similar services with different agencies that they have provided this type of program services too first; because the agencies names provided will be contacted as a reference point, if the offeror is shortlisted, or being considered for the award. The offeror can use the project with Adams County, if it was the most recent project that provided the same or similar services.

- Q9. On page 19 Attachment B sample budget sheet please define overhead. Please define base expenses. Are the other examples of budget items (tuition, supplies. CBI checks, mileage) not considered base expenses?
- A9. Please note, the bottom of attachment B lists sample categories of expenses, "base expenses" is the first followed by "Tuition for Training Courses" and so on. Base Expenses should include all costs that are not contained in other line items. Other line items tend to be on a reimbursement basis so they vary month to month. Base services should be the same cost each month, with the exception of when there has been a staff vacancy for more than one month. Base services should include at a minimum personnel costs and overhead. Rent, utilities, supplies, and other general costs of doing business can be part of base expenses but the respondent can also choose to have these as independent lines. Overhead refers to costs associated with doing business that are not part of direct services, such as but not limited to personnel operations (not the staff hired for the program but the expenses incurred upon your personnel office), insurance, accounting department, and the like.
- Q10. Offeror requests to use the Response Section on page 11 and 12 of RFP # 143 instead of the response section in RFP # 158. The Response section from RFP #143 is concise and comprehensive and includes information that is not asked but is required for the RFP 158 which this offeror is writing a proposal for. PLEASE SEE THE ATTACHED WORD DOCUMENT FOR THE COMPARISON.
- A10. To enable your proposal to be evaluated fairly, please provided the information in your proposal that is being asked for in the response section. Any clarifications will be follow-up on by the evaluation committee for any proposals that are shortlisted. Offeror's are allowed to include additional information that supports your responses.
- B. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

## Heidi Casteel Purchasing Agent II

#### **ACKNOWLEDGEMENT:**

(Signature/Date)	
(Name and Title)	
(Company Name)	
(Address)	

cc: RFP 2012.158

#### PLAN HOLDERS

Company Name	City	State
Bryant Consulting Services, LLC.	Aurora	CO
Lifelong Adult Education Services, Inc.	Denver	CO
DPX	DENVER	CO
The Wright Consulting Group, LLC	Denver	СО
Flagship Help Center	Denver	CO
Project WISE	Denver	co
Goodwill Industries of Denver	Denver	CO
Mi Casa Resource Center	Denver	со
Center for Work Education and Employment	Denver	со
GreMark Consultancy, Inc.	Willimantic	CO
	Washington	DC
CT Cultural Group Providence Community Services, Inc. dba Ross IES	St. Clair	М
Rescare	Media	PA

#### Attachment C

#### CONTRACTOR'S CERTIFICATION OF COMPLIANCE

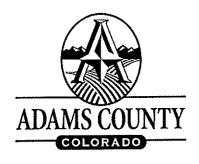
Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract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

Company Name	per	Date
Laurie Harvey		
Name (Print or Type)		
Signature Marvy		
Executive Director		
Title		

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

#### ATTACHMENT D



#### 2012.158

# Case Management Training Services Temporary Assistance for Needy Families (TANF) Job Transition 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 bid is hereby submitted.

#### WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # ONE (1) through Addenda # One (1)

(If None, Please write NONE)

Center for Work Education & Employr	nent, Inc. 8/29/12
Company Name	Date A MA
1175 Osage St., Suite 300	Name and Signature of Authorized Person
Denver, CO 80204	Laurie Harvey Printed Name
City, State, Zip Code Denver	Executive Director
County	Title
303.892.8444 x313 Telephone	303.892.8375 Fax
lharvey@cwee.org	
E-mail Address	

#### PROPOSAL DOCUMENTS

## Center for Work Education and Employment Proposal in response to:

### REQUEST FOR PROPOSAL 2012.158

Case Management Training Services

Temporary Assistance for Needy Families (TANF) Job Transition Program

RFP Issuance Date: Thursday, August 9, 2012

RFP Questions Due: Tuesday, August 14, 2012 at 4:00 p.m.

RFP Opening Date: Thursday, August 30, 2012 RFP Opening Time: 4:00 p.m.

RFP Opening Place: Adams County Administration Bldg.

4430 South Adams County Parkway, 4th Floor, Purchasing Department

Brighton, Colorado 80601

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- 5) COMPARABLE PROJECTS
- 6) FEE SCHEDULE
- 7) REFERENCES
- 8) W-9

#### ADDITIONAL ATTACHMENTS

- 1) ATTACHMENT A AND B FEE SCHEDULE AND BUDGET SHEET
- 2) ATTACHMENT C CONTRACTOR'S CERTIFICATION OF COMPLIANCE
- 3) ATTACHMENT D OFFEROR'S STATEMENT/SIGNATURE PAGE AND ADDENDUM OF SOLICITATION
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#### Attachment B Budget Sheet 2012-2013 (12 Month Period)

the state of the s	Base Evnences (Fee	s are for a 12 month perlo	d)				
A	B829 Exbauses (1 oc	(Column A)	(Column B) Annual Salary	(Colum	n C)		l Equals ımn A *
Position/Base		Agreement Allocation	and Benefit Fee	Overh	ead	(E	+ C)
Expense	Description	of Time/Fees	and bono	.,,		<del></del>	
	Provides supervision of case managers and direct case mgt.	100%	\$ 52,88 <u>1</u>	\$	4,600	\$	57,481
Case Management Supervisor	service to TANF clients		· · · · · · · · · · · · · · · · · · ·				
Director of Programs	Provides supervision for entire program	25%	<u>\$ 73,477</u>	\$	6,400	\$	19,969
Case Manager	Provides direct case mgt. service to TANF clients	100%	\$ 54,694	\$	4,800	\$	59,494
inse manager	Provides direct case mgt. service to TANF	4000	\$ 47,525	s	4,100	\$	51,625
Cese Menager	clients	1.00%	3 41,020	<del> </del>	.,,		
Case Manager	Provides direct case mgt, service to TANF clients	100%	\$ 40,911	\$	3,600	\$	44,51
ase Manager	Provides employment						
Employment Specialist	development to TANF clients	25%	\$ 41,773	\$	3,600	\$	11,34
Instructors	Provision of GED preparation and testing, adult basic education, job readiness and computer skills training to TANF clients	50%	\$ 186,00	2 \$	16,200	\$	101,10
	Disburses bus passes to TANF clients, directs TANF clients to Case Manager, assist Instructors preparing for classes for TANF	159	\$ 21,10	4 \$	1.800	\$	3,4:
Administrative Assistant	Office space, gas,						04.00
	electric and water	389				\$	24,63 2,93
Condominium Owner Fees (includes utilities)		307	,			\$	1,0
	Telephone	200	61.56 2.72				
Condominium Owner Fees (Includes utilities) Communications Technology	Web based email	389				\$	2,5
Communications		389				\$	

	Description		Amount
Budget Item		\$	380,105
Base Expenses	Equals total of Base Expenses	. \$	10,000
	Mental health services for participants	ſġ-	5,000
SafeHouse Denver	Domestic violence counseling services for participants	·	500
Criminal Background Funding	Amount in contract for criminal background checks-employees	- <del>-</del>	1,500
Market 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Reimbursement of miles traveled for staff	1.2	
Mileage			207 405
	Total	\$	397,105

- 1) Qualifications: All offeror's to this solicitation must provide detailed information regarding their organization's qualifications to meet the County scope of work for this project. Please see the narrative responses starting with the following question #3.
- 2) Responses: Qualifications and experience will be primary consideration for the award of this solicitation. Please provide responses in the below order and make sure your agency addresses each of the following in your proposal:

#### 3) Organizational Experience

#### Summary of organizational budget

Organization budget: CWEE's operating budget for FY12-13 is \$1,730,000. CWEE executed a purchase of service agreement with 3 counties in FY12-13 (Adams, Arapahoe and Boulder) to provide services to the county Temporary Assistance to Need Families (TANF) population. The agreements are performance and fee based and CWEE is paid upon successful performance of the outlined scope of services. Private donations from individuals, foundations, corporations and grants make up 17% of total budgeted income.

CWEE's major expense line items are salaries and benefits. They account for 76% of CWEE's total budgeted expenses. The next 3 major expenses are accounting, depreciation and building. CWEE outsources the accounting services and requires an annual audit. The audit is prepared by a local independent accounting firm. The building expenses represent the condominium (building owner) fees. The condominium fees include water, sewer, electricity, etc.

An introduction of your organization including mission statement, history and current organizational chart (Please see CWEE organizational chart Attached)

CWEE's mission is to foster personal and professional transformation for low-income single parent families through confidence building, customized skills training, and career advancement. Since our inception in 1982, CWEE has helped thousands of families from metro Denver counties transition off welfare and into secure employment. We empower customers with the tools needed to obtain and maintain work in an aspiring career and move towards a self-supporting future. CWEE believes that regardless of personal situations and other barriers to employment, when an appropriate level of education and support is provided, individuals can and will succeed.

CWEE is unique in that we provide a holistic program incorporating adult literacy services, workforce training, support services, job placement and employment retention services while also providing a clear connection to the economic needs of the community with employer partners in a variety of industries. We are committed to our county, community, and employer partners to create programs and pathways to accelerate learning and move adults through the myriad of government systems as quickly and efficiently as possible. CWEE has provided service to the TANF population since 1997.

CWEE's program and services, essentially a hybrid school, human service organization, and employment agency, are offered entirely at our center in the Osage Building at 1175 Osage Street in west Denver. On-site case managers assist program participants in managing the rigors of government assistance - TANF, food stamps, Medicaid, child care assistance, and child welfare - as well as help customers to overcome barriers to employment and provide referrals to other community resources.

Through an innovative curriculum, instructors are focused on retaining program participants and helping them advance from one phase to the next. Finally, employment specialists are devoted to helping customers with their unique employment goals, career mapping, researching employment strategies, and finding opportunities for internships, job placement, and job retention support.

TANF customers are referred from metro counties and attend CWEE's career readiness program with the intention that after short-term assistance they will begin reintegration into the workplace in an aspiring career. All classes, case management sessions, career counseling meetings, placement and supportive services are geared toward ensuring that each participant leaves CWEE with the skills, attitude, and work ethic that will make him or her a valued employee.

CWEE regularly collaborates with over 33 partners that provide legal assistance, housing support, parenting classes, counseling and treatment for the multiple barriers facing our participants, such as domestic violence, mental health issues, substance abuse, and learning challenges. We work in partnership with local organizations such as Project WISE, SafeHouse Denver, ACCESS Housing, Tri County Health Department, Planned Parenthood, and Colorado Bright Beginnings. We also partner with the Educational Opportunity Center who meets with participants to discuss post-secondary training and college. A specific list of current Adams County community partners appears in a later section of qualifications.

Alongside meeting the needs of the local labor market, CWEE's continuum of service delivers strong advocacy and commitment to supporting the working poor in our community and demonstrates systematic change leading to adult self-sufficiency. CWEE's executive director of 24 years, Laurie Harvey, continues to be on the forefront of legislation and policies involving poverty, welfare reform, and systems reform. She is active with the AFDC (All Families Deserve a Chance) Coalition and was selected by the state in 2011 to work on rewriting the Colorado Works Rules which administer TANF. Laurie is also on the Stakeholder Committee for the Bank on Denver project which is providing a streamlined approach for low-income individuals to receive financial education, credit counseling, and open bank accounts.

In August 2011, CWEE hosted Dr. Earl Johnson and Mark Greenberg from the Administration for Children and Families (ACF), which is part of the federal Health and Human Services (HHS). Dr. Johnson, the director for the Office of Family Assistance, oversees much of the work being done with the TANF program on a national level. Dr. Johnson and Mr. Greenberg, deputy assistant secretary for policy, listened to current CWEE participants share their stories of success and experiences with the TANF program.

Due to its unwavering commitment to and success in serving this population, CWEE has been sought out by community-based partners, government organizations, and national research entities for our expertise in workforce development.

CWEE has maintained successful job training and TANF contracts in the Denver metro region for the past 27 years. From 1985-1998 CWEE has been awarded successive Job Training Partnership Act (JTPA) with the Denver County office of employment and training and TANF contracts from 1998-2012 with the Denver Mayor's Office of Economic Development. CWEE's average contract budget with Denver County has been \$290,000.

CWEE has been a provider of TANF services to Adams County Human Services Department (ACHSD) since 1998 and currently is a provider of TANF services. The budget amount has ranged from \$439,000-\$558,000. CWEE was invited to provide TANF services to Arapahoe County Department of Human Services in 2007 and continues to provide services in 2012-13. The budget amount has ranged from \$755,000-\$324,000.

In 2009 CWEE was awarded a one year project through funding from the Denver County Community Services Block Grant (CSBG) American Recovery and Revitalization (ARRA/Stimulus) effort to train and place newly unemployed individuals. The CSBG budget amount was \$450,000. Mile High United Way (MHUW) selected CWEE to receive a three year contract in 2010. This new approach instituted by MHUW established CWEE as

one of the Adult Self Sufficiency Impact Partners serving the single parent TANF population in Denver. The budget amount is \$150,000 over 3 years.

## Ability to provide services in a location that is easily accessible for participants and has sufficient capacity for staff and the program

Services will be provided at the CWEE facility at 1175 Osage Street in Denver. CWEE is located in the Lincoln Park neighborhood, an ideal location for those who drive as well as those who utilize public transportation: parking is available, bus stops are within 2 blocks and the light rail station is within 1 block. Participants from Adams and Arapahoe County are able to ride the bus to downtown Denver and then take the light rail to the Osage Station 1 block away.

We offer our comprehensive services in our facility at this location. We have 3 spacious classrooms for job readiness and GED/literacy instruction, a state-of-the-art 30 work station computer lab, a dedicated employment services space with computers for on-line job search, and case managers all have offices with doors for privacy equipped with internet/CBMS connected computer systems. This allows for efficient delivery of services and use of customers' time. Approved internships and other work activities are located at external sites. The building amenities and classrooms are handicapped accessible.

### Unique organizational expertise, infrastructure and resources that will add value to the program

CWEE's niche is the success we have in working with the hardest to serve individuals, often with very low literacy and work readiness skills required by business to succeed in the workplace. CWEE historically has worked with ACHSD's target population. Recent demographics of participants served in CWEE's entire program for FY2011-12 include 97% women, 43% were Latina, 23% African American, and 23% Caucasian. Regarding ages served, 55% are between the ages of 18-25 years old, 19% are between 26-29 years old, and 21% are between 30-39 years old. 63% participants do not have a GED or high school diploma upon enrollment, with 98% having 0/5 GED tests passed upon enrollment. The average reading level upon enrollment is 8<sup>th</sup> grade (note the GED test is written at 9<sup>th</sup> grade reading level), and 87% are reading score below 8<sup>th</sup> grade math level.

CWEE has produced successful outcomes for the TANF population. Outcomes for the entire CWEE program were very strong in FY 2011-12, despite the challenges of the sluggish economy and labor market. We achieved 182 full and part time job placements (out of which 162 were unduplicated placements) with an average wage of \$9.52 per hour. Job placements in growth industries and occupations that promote economic self-sufficiency included:

- 33 individuals placed in customer service jobs averaging \$10.91 per hour
- 27 individuals placed in healthcare jobs averaging \$10.32
- 9 individuals placed in office and administrative support jobs averaging \$ 10.63 per hour

Outcomes specific to our FY 2011-12 ACHSD/TANF contract included 37 full time job placements (average wage of \$8.88) and 25 part time placements. CWEE also achieved an average monthly FWPR of 59% during this time period.

The three components of our job readiness program include preparing for, finding, and keeping employment and each element matches up with required activities in the County scope of work for this RFP.

Preparing for Employment Upon enrollment, CWEE staff examines each participant's aptitude, skills, and interests to better understand his or her education levels and goals. During this portion of the program, CWEE provides participants with an individualized program focusing on their career goals, rather than operating a one-

size-fits-all program. Participants are placed in pre-GED or GED preparatory training according to their test of adult basic education (TABE) scores. GED instruction is offered on site and by CWEE staff and yields a high rate of success. In 2011 CWEE helped 81 individuals attain their GED, on average within 3.25 months.

All individuals participate in computer skills training, conducted in a state-of-the-art computer lab using the latest version of the Microsoft Office Suite, evidenced by certification. Training is multi-tiered, allowing for students in the classroom to work on different computer applications at varied paces, all at the same time. Instruction is provided through both individual coaching and workshop format. All participants are taught how to use the internet and create professional email accounts. The training assigned within the Microsoft Office Suite is based upon individual skill level and career goals. Offerings include: keyboarding, internet use, Outlook, Microsoft Word, Excel, and PowerPoint. Computer training progress is measured and certificates earned through testing on SkillCheck and completing CWEE-designed proficiency projects. SkillCheck is a standard tool used by employers to test job applicants, and the proficiency projects require participants to demonstrate that they can apply their learning to a practical work scenario. Through a unique partnership with Microsoft, CWEE also sends some participants to the Denver Microsoft store to augment their training with Microsoft-led workshops.

The remainder of CWEE's training is tailored to address a complaint we hear from many employers: it is much harder to train an employee on "soft skills" such as punctuality, ethics and attitude than it is to teach them their primary job skills and duties. Customers acquire soft skills including problem solving, following direction, diligence, and critical thinking by participating classes and workshops on teamwork, effective communication, conflict resolution, appropriate dress and behavior, presentation skills, learning styles, emotional intelligence, overcoming fear, change and transition, time management and organizational culture.

Another key curriculum component supporting career and life success is financial literacy. CWEE's recently augmented financial education curriculum (FEC) was designed to address the five core competencies established by the U.S. Department of Treasury, the Office of Financial Education and Financial Access, and the Financial Literacy and Education Commission: earning, spending, saving, borrowing, and protecting against risk. As part of these workshops individuals take a money values quiz, complete a budgeting worksheet, and identify financial goals and plans.

As customers progress through this initial component they translate their learning into a career map that indicates where they are currently and where they would like to get to in their career, incorporating education and work experience needed to advance from one step to the next. To create this they research careers through the online Occupational Information Network (O\*NET), and an informational interview with someone in their field of interest. This research is summarized in a written career research paper and in an individualized career map.

The reach of our curriculum extends to the physical health and appearance of our participants. CWEE maintains an on-site clothing boutique and offers a class on appearance management. We make referrals to Dress for Success and to the Aveda Academy for haircuts and coloring. We also have a partnership with the Metro Denver Dental Society Foundation's Domestic Violence Dental Care Program, through which participants who are survivors of domestic abuse receive cost-free dentistry that far surpasses what is available through Medicaid. We also include sessions from Tri County Health and Planned Parenthood to discuss the importance of parenting, family planning, and sexually transmitted diseases and other women's health topics.

Our training program is augmented by the expertise of employers, community based partners and other professionals in the areas of work culture and life stabilization who address topics such as money management, the legal system, mental health concerns and domestic violence. CWEE will include Project WISE and

SafeHouse Denver as subcontractors of services in this proposal. Please see question #4 for further detail of these programs and services for these two organizations.

To maximize training absorption and completion, the case management team addresses life stabilization needs through ongoing assessment, goal setting, referrals to resources, and coaching. This includes ensuring that customers have primary childcare as well as a back-up plan, are in stable housing, have resources to address family health and safety needs, are addressing outstanding identification attainment and resolution of legal issues, and are learning how to better prioritize and assess crises.

Careful assessment begins at intake with an orientation focusing on identifying each customer's motivations, skills and abilities, as well as obstacles. These tools not only provide a snapshot of the customer's status but also provide insight into *their* perception of their current situation which can significantly inform case management strategies. This interview provides for rapport-building as well as an opportunity for the customer to tell their story in their own words. The case manager guides the discussion to cover all potential barriers that can impact successful training completion and attainment and retention of employment.

CWEE staff carefully assesses each participant's aptitudes, skills, and interests. Classes and assessments conducted include:

- Test of Adult Basic Education (TABE) and Kiersey temperament and occupation sorter
- Status Identification Worksheet which identifies obstacles to employment
- Self-esteem assessment
- Professional boundaries assessment in Too Much Information class
- Assessment through CareerReady 101 on Locating Information, Reading for Information and Applied Mathematics (for customers who have their GED or high school diploma)
- · Classroom observation.

Results from these analyses, combined with findings from individual interviews conducted by CWEE staff, provide a clear program path for each participant and are incorporated into a customized job transition plan (JTP) for each participant. Delineated in the JTP are short and long term career goals, objectives, and benchmarks. Estimated dates for resolution of obstacles, training completion, and employment are also built into the plan. In addition to the JTP, all customers prepare a portfolio that serves as a readiness assessment tool and a means to celebrate benchmarks of training and job search readiness.

CWEE uses the JTP as a vehicle to customize services for each participant. In partnership with the customer, the case manager facilitates the creation of the JTP which is a comprehensive, holistic plan to transition the customer from TANF to employment.

In these summaries, case managers intentionally use language and phrasing that is consistent with that which is appropriate for resumes, cover letters and interviews. The JTP includes a step-by-step outline of activities to address challenges and work toward the customer's goals. This outline is broken down into two sections: life stabilization activities and employment-related activities. Life stabilization activities focus on challenges such as seeking housing; establishing back-up child care; connecting with resources for domestic violence or substance abuse; and obtaining state identification, social security documentation or birth certificates for children. The employment-related activities section outlines the steps for moving through the CWEE program such as completing soft skills classes, GED (if appropriate), WorkKeys training, and computer certification. Activities in both sections have a realistic timeline assigned as negotiated between the customer and case manager that keeps a customer moving toward successful completion of their goals.

The customer's progress with JTP goals including portfolio completion, competency demonstration, attendance history, and post-training assessments will collectively inform our recommendations for next steps moving into internships and job search. For those participants who are Spanish speaking as well as other ESL customers our approach is to meet their individual needs, connecting them to community resources and supportive services for stabilization as well as matching their needs to training at community partners like EGOS and Spring Institute for ESL classes and utilizing translators when necessary.

Finding Employment CWEE's employment services department is dedicated to guiding participants through the process of searching for and finding employment. Job search support is conducted in one-on-one and group settings to help participants refine professional resumes and cover letters, and develop job search strategies in the community and online. CWEE's job search room contains internet-connected computers, phones, and a fax machine for participants to search for employment, submit job applications and resumes, and set up interviews. If customers do not have reliable voice mail, community voice mail set up by our staff and coaching on effective and professional outgoing messaging is provided during the interviewing skills class.

Successful job search curriculum must represent the perspective of businesses. Sector based strategy research finds: "Programs should involve employers in program design and implementation; doing so increases employer confidence in the skills training that participants receive and in the individuals themselves." To that end, we actively seek programmatic input from the nine employers who serve on our employer advisory council.

Employer expectations are demonstrated as employers provide on-site mock interviews, from which each participant receives business-oriented feedback. To enhance participants' career marketing skills and opportunities CWEE organizes "Return on Investment" (ROI) career fairs which assist them with career research, job searching, building networking skills, and allow for face-to-face practice with employers.

Our internship program is another important component of the occupational training process. The majority of our internship host sites are those that offer placement in administrative and office support. Our employer partners benefit from this collaboration through the assistance of quality no-cost labor, while our participants gain invaluable training in a work setting. They not only get to apply their skills, build confidence and obtain professional references, but experience first-hand the employer expectations taught at CWEE.

Keeping Employment Once employed, participants receive ongoing support for up to two years after graduating from CWEE. Employment services staff and case managers are available to address questions and concerns, provide resource assistance and financial literacy, and to work with alumni and employers to find suitable solutions when on-the-job issues arise. Additionally, alumni have a lifetime benefit to contact CWEE for job search and career assistance beyond the two years, including assistance updating resumes and gaining job promotions.

CWEE has over 20 years' experience in executing rigorous and demanding performance based contracts. These include numerous government and private sector initiatives utilizing complicated data tracking systems, adhering to participant compliance regulations as well as time-limited service requirements. CWEE has met and exceeded performance goals and maintains the infrastructure and resources to deliver the services proposed.

Your organization's knowledge of Adams County BCA participants, the community in general, employers, and other programs/organizations that can benefit Adams County BCA participants.

CWEE sought out a partnership with Adams County Human Services Department in 1997 soon after the inception of the landmark TANF legislation. We were selected as a contractual partner because CWEE had a

proven track record in serving single parent women since 1982, providing them with the support and skills to become self-reliant through employment.

Over the past 15 years CWEE has specifically served the following participants: participants that are victims of both generational and situational poverty; participants with little or no work experience; participants lacking appropriate/sufficient/high school or equivalent education; participants that are or have been victims of domestic violence; participants with multiple obstacles to their employment including lack of child care, lack of reliable transportation, lack of appropriate housing, legal issues, substance abuse issues, mental health issues, lack of self-esteem and self-confidence. CWEE helps these participants transform their lives, learning to support themselves and their families while maintaining employment. CWEE also developed a unique and successful Post-TANF program to provide support and services over an extended period of time after individuals are placed in jobs. This is essential for enhancing their independence and opportunity to earn a living wage. Recently in 2011 this post-TANF program was transferred to Goodwill's Job Success program.

CWEE staff has served in the capacity of case manager of record since 1997. We regularly attend ACHSD trainings as well as training with CDHS to assure that we are up to date with the most current county and state policies and regulation. CWEE has consistently demonstrated achievement of contractual goals and frequently exceeds goals particularly in the area of FWPR (Federal Work Participation Rates). These results have helped Adams County to be the FWPR performance leader in the state. CWEE's ability to provide reliable and accurate data reporting and communication is often highlighted by both county and state staff.

CWEE developed an Employer Advisory Council in February 2011. The council advises CWEE staff on market trends, market-relevant curriculum and business relations. The council meets quarterly and consists of 6-10 employers and/or labor market experts. The council has assisted with several projects over this past year, specifically making recommendations to improve and enhance our Internship program with a focus on more opportunities within Adams County. CWEE has utilized the advisory council to strategically develop employment opportunities. One of the founding members of the council, Enrique Orozco, is a Commerce City employer with deep connections within that community. He has assisted the Employment Services supervisor in making connections within the business community and the Chamber of Commerce in Commerce City. Those relationships continue to develop and strengthen which create more opportunities for Adams County participants.

Additional activities include adding more employers that are located in or near Adams County. We have recently built a relationship with Home Depot and they will be recruiting for their Northern Denver locations. We have also added TrueStile Door Manufacturing to our internship program, and they are also very interested in hiring from our participant pool.

CWEE also has a long history of collaborating with other community organizations that provide resources and other supports to our participants. Some of the key partnerships that assist the Adams BCA participants are Tri-County Health Department, Goodwill, Community Reach Center, Access Housing, Mercy Housing, and Attorney Ari Gould, DJ's Auto Repair, Planned Parenthood, Arapahoe House, Adams County Food Distribution, The Arc, Growing Home, Homebase, Lambda Legal Services, and Pennock Counseling Center.

# Your organization's experience with Colorado Works, CBMS data entry including FWPR and supportive services, and knowledge of applicable state and federal laws and rules

In 1997 CWEE became a contractor of Adams County to serve the TANF population. Colorado Works was the new legislation for our state to implement the federal TANF laws; additionally the counties also developed their policies and procedures. CWEE developed a keen understanding of the federal, state and Adams County rules through staff attending numerous workshops and trainings. CWEE entered into a Memorandum of Understanding (MOU) with the state to utilize the state data systems within our organization. The state data

software is loaded and resides on the computers of the CWEE staff who are directly working with the TANF participants. When CBMS was instituted in 2004, CWEE staff were again trained and oriented to utilizing this system to key in all pertinent information about the customers.

In order to ensure a standard of responsibility, states track the work participation rate of families receiving TANF. Federal Work Participation Rate (FWPR) measures the individuals receiving TANF that are engaged in work activities prescribed by the federal, state and county policies. CWEE staff has consistently entered information into CBMS including the FWPR in a timely and accurate manner. CWEE staff continues to stay knowledgeable of all CBMS updates and changes and recently learned to navigate the new CBMS web-based system. CWEE staff will continue engaging in training to be adept at navigating and entering information into the database.

Please note the following table which includes 5 years of outcomes for our Adams County TANF BCA

program:

11-12	10-11	09-10	08-09	07-08
59%	55%	55%	63%	52%
37	13	25	17	30
25	28	14	7	16
70	58	58	39	32
105	121	115	64	58
	59% 37 25	59%     55%       37     13       25     28       70     58	59%     55%     55%       37     13     25       25     28     14       70     58     58	59%         55%         55%         63%           37         13         25         17           25         28         14         7           70         58         58         39

Please note that CWEE has the capacity to provide services to up to 340 new referrals in a year and carry an ongoing monthly caseload of 100-130 TANF BCA participants.

Provide a financial statement that demonstrates the organization's ability to provide cash for supportive services payments to clients for a minimum of \$15,000 monthly, to be reimbursed by ACHSD Please see the July 2012 CWEE financial statements attached and 12 months of average supportive services monthly payments

#### 4) Program Expertise and Personnel:

Provide a list of all managers, supervisors and staff who are being proposed for working in the Adams County program, even if only a portion of their time will be dedicated to the program. Include name, qualifications, experience working on any comparable project and proposed portion of time dedicated to the Adams County program for each. Include current or future case management staff, and other staff such as trainers, job developers, and others who will work directly with participants. Please see Employee Qualifications Attachment.

If a subcontractor is to be used for mental health services or any other services, describe the expertise of the sub-contracting organization in the same way that your organization is described. CWEE will utilize both SafeHouse Denver and Project WISE.

SafeHouse Denver will provide domestic violence related expertise for CWEE participants including individual counseling sessions, group classes, and assistance and coaching with CWEE staff in dealing with unique cases. SafeHouse Denver was established in October, 1977, and today is the only agency in the city of Denver providing both nonresidential and emergency shelter programming specifically for women, children and youth who are victims of domestic abuse. The agency's Counseling and Advocacy Center (CAC) provides a broad spectrum of effective, culturally-competent services to domestic abuse victims. The CAC also offers a domestic violence education group providing participants with understanding in the many ways that abuse can impact an individual's quality of life, including physical, mental and emotional health, and creating barriers to accessing and/or maintaining employment and education.

SafeHouse Denver's Counseling and Advocacy Center provides support services to domestic violence victims in partnership with other community agencies such as CWEE. This partnership provides both domestic abuse prevention and intervention services as needed by the agency's participants and the activities will take place on the CWEE site. The key staff working with CWEE will be the Domestic Violence Advocate/Self-Sufficiency Coordinator who holds a MSW degree from University of Denver.

Founded in 1995, Project WISE (PW) was established to support the advancement of women who are low income. Services include mental health counseling, job coaching, mentoring partnerships and women's leadership development. Thus, PW's counseling services are part of a tiered-approach using an evidence-based empowerment model that improves the sustainability of a woman's emotional wellness and her economic stability. The mental health services at PW are grounded in their understanding of the unique needs of women and people of color. The PW team is led by a LCSW and they will offer CWEE participants both individual mental health counseling and support group sessions that both inform and encourage women to share their lived expertise. All sessions will take place on site at CWEE.

CWEE has had a long standing relationship with PW and they have been providing services to the Adams County BCA caseload for over 5 years.

Confirmation that 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 organization does not employ or contract with an illegal alien who will perform work for the program: See signed Attachment C.

#### 5) Comparable Projects:

## Provide a detailed description of at least one similar program providing case management services to

Please note that CWEE's initial year with Arapahoe County was a short 8 month implementation contract. We do not have comparable data to report for that year. We are reporting on 4 years of data since FY 2008-09. As mentioned earlier, CWEE has provided similar intensive case management, short-term training and job placement assistance and employment for Arapahoe County Department of Human Services since 2007. The populations served are described as those who need job readiness, GED or adult basic education, vocational skills training, work experience, employment assistance and retention support. They must meet Federal guidelines for BCA TANF participants.

The scope of work for Arapahoe County includes assessing TANF Basic Cash Assistance (BCA) participants for the purpose of assisting them in obtaining a job that is appropriately matched to their needs, skills, interests, and values. A Job Transition Plan is developed for the purpose of ensuring the participant stays on track and meets benchmarks. All participants are provided with resources and issued supportive services designed to stabilize the family and address personal challenges which may prevent them from obtaining and sustaining employment. Non-job ready participants access services, trainings and activities that enhance the participant's marketability to an employer, develop the participant's skill set, reinforce positive work behaviors and allow the participant to explore career options in a real or simulated "work" setting. Activities utilized to meet these objectives include short term job specific training provided by CWEE, internship placements, and subsidized or unsubsidized employment placements. CWEE also facilitates job search services or activities for all participants seeking employment, to include: assistance in preparing resumes, mock interviews, job shadowing and informational interviewing, job search monitoring and facilitated placement. CWEE also provides retention services including financial management education, budgeting, and career advancement advisement.

Name, location and budget of the program: Arapahoe County TANF Program

Annual outcomes produced from the Arapahoe County program (five years of outcomes is strongly suggested), which should include: (Please note as stated above that we have only 4 years of data for this

contract and have just started the new contract year July 1, 2012.

Arapahoe County TANF Program					
Dates of Contracts	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Annual Budget of Contracts	\$324,000	\$761,000	\$755,000	\$661,500	\$661,500
Annual FY Average FWPR Percentage	40%	68%	66%	73%	N/A
FT Placements	15	37	45	47	N/A
PT Placements	21	34	78	55	N/A
Annual FY Average Participants in Internships	8	27	53	11	N/A
Annual Average Total Case count	57	109	151	158	N/A

Experience with CBMS (including FWPR and supportive services data entry): CWEE performs the role of case manager of record for Arapahoe County including entering and processing all data and case notes into CBMS in a timely manner. CWEE staff attends state sponsored training to stay current with any programmatic CBMS updates. CWEE has achieved an outstanding monthly FWPR with the BCA participants. CWEE also keys supportive services through CBMS as well as issues bus passes and any other necessary checks to the participants directly.

Demographics and other descriptors of the population served in Arapahoe County The populations served in Arapahoe County are those who need job readiness, GED or adult basic education, vocational skills training, work experience, employment assistance and retention support. They must meet Federal guidelines for BCA TANF participants.

A sample of monthly reports created for the project: See Attached Arapahoe TANF Report Card

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

At least three (3) references shall be provided for similar projects. We submit 1 letter of reference and 2 individual references with contact information.

- 1. Please see attached letter of reference from Cheryl Ternes, Director, Arapahoe County Dept. of Human Services. The offeror has included Arapahoe County as a comparable project.
- 2. Gurbir Sandhu, Director Adult Self Sufficiency, Mile High United Way, Denver, CO, Phone: 303.561.2367 <a href="mailto:gurbir.sandhu@unitedwaydenver.org">gurbir.sandhu@unitedwaydenver.org</a>. Has agreed to be a contact reference.
- 3. Ledy Garcia-Eckstein, Acting Director, Denver Office of Economic Development, Division of Workforce Development, Phone: 720 913-1622, <a href="mailto:ledy.garcia-eckstein@denvergov.org">ledy.garcia-eckstein@denvergov.org</a> Has agreed to be a contact reference.

A W-9 form shall be completed and returned with proposal. Please see attached W-9.

#### CWEE Request for Proposal Summary of Supportive Service Invoices July 2011 - July 2012

Туре	Date	Num	Name	Memo Memo	Amount
involce	07/29/2011	856	Adams County	Invoice Adams County for Supportive Service Checks Written - July 2011	-16,196,05
Invoice	08/31/2011	860	Adams County	Invoice Adams County for Supportive Service Checks Written - Aug 2011	-12,819.26
invoice	09/30/2011	864	Adams County	Invoice Adams County for Supportive Service Checks Written - Sept 2011	-14,927.20
Invoice	10/31/2011	868	Adams County	Invoice Adams County for Supportive Service Checks Written - October 2011	-9,267.74
Invoice	11/30/2011	872	Adams County	Invoice Adams County for Supportive Service Checks Written - November 2011	-8,583.95
Invoice	12/31/2011	876	Adams County	Involce Adams County for Supportive Service Checks Written - December 2011	-10,397.72
Invoice	01/31/2012		Adams County	Invoice Adams County for Supportive Service Checks Written - January 2012	-7,485.25
Invoice	02/29/2012	884	Adams County	Invoice Adams County for Supportive Service Checks Written - February 2012	-4,381.21
Invoice	03/31/2012		Adams County	Invoice Adams County for Supportive Service Checks Written - Mar 2012	-7,515.06
Invoice	04/30/2012	894	Adams County	Invoice Adams County for Supportive Service Checks Written - April 2012	-6,686.54
Invoice			Adams County	Invoice Adams County for Supportive Service Checks Written - May 2012	-4,942.4
Invoice	06/30/2012		Adams County	Invoice Adams County for Supportive Service Checks Written - June 2012	-6,840.0
Invoice	07/31/2012		Adams County	Invoice Adams County for Supportive Service Checks Written - July 2012	-7,688.5
	And the Stance   Se			Total	-117,731.0

3:13 PM 08/25/12 Accrual Basis

## Center for Work Education and Employment Inc. Balance Sheet

As of July 31, 2012

•	Jul 31, 12
ASSETS	
Current Assets	
Checking/Savings	
1003 - UMB - Operating	000 004 00
1003.1 · UMB - General Operating	298,624.09
1003.2 · UMB-General Op Minimum Balance	30,000.00
Total 1003 · UMB - Operating	328,624.09
1006 · Freedom Bank	252,425.82
1007 · KeyBank - HSA	723.31
1047 · Investment - Michaud	
1047.3 · Fidelity	1,172,646.47
1047.4 · Sequoia Fund	66,547.62
Total 1047 · Investment - Michaud	1,239,194.09
Total Checking/Savings	1,820,967.31
Accounts Receivable	,
1100 · Accounts Receivable	187,525.60
Total Accounts Receivable	187,525.60
Other Current Assets	
1113 · Supportive Services - Arap Cnty	1,481.25
1115 · Contributions Receivable	500.00
1116 · Other Current Asset	1,989.40
1200 · Prepaid Insurance	235.00
1210 · Prepaid Expenses	2,160.00
1499 Undeposited Funds	39,604.65
Total Other Current Assets	45,970.30
Total Current Assets	2,054,463.21
Fixed Assets	0.000.00
1500 · Furniture & Fixtures	8,099.00
1501 · F&F Accum. Depreciation	-6,749.05
1505 · Software	8,500.00
1506 · Software Accum. Depreciation	-472,22
1520 · Equipment	27,523.83
1521 · Equip Accum. Depreciation	-13,182.35
1525 · Leased Equipment	50,894.61
1555 · Amortization/Leased Equipment	-33,682.63
1700 · Building (Capital expenses)	779,010.12

3:13 PM 08/25/12 Accrual Basis

# Center for Work Education and Employment Inc. Balance Sheet

As of July 31, 2012

	Jul 31, 12
1701 · Accumulated Depreciation Bldg.	-256,631.13
1710 - Bidg improvements	207,344.67
1711 · Accum Depreciation Building Imp	-127,114.47
Total Fixed Assets	643,540.38
Other Assets	14,194.52
1212 · UST Fund	235,287.86
1810 · Endowment	249,482.38
Total Other Assets	249,402.00
TOTAL ASSETS	2,947,485.97
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	1,009.14
2001 · Credit Card - VISA	1,009.14
Total Credit Cards	1,000
Other Current Liabilities	20,525.54
2050 · Capital Lease Liability	2,083.32
2080 · Other Current Liability	1.25
2160 · Caf Plan - Insurance Premium	672.45
2162 · Caf Plan - Medical Expenses	761.10
2164 · Caf Plan - Dependent Care	30,494.31
2170 - Accrued Vacation	54,537.97
Total Other Current Liabilities	<u> </u>
Total Current Liabilities	55,547.11
Long Term Liabilities	042 460 46
2400 · Condo Mortgage	243,160.46 243,160.46
Total Long Term Liabilities	243, 100.40
Total Liabilities	298,707.57
Equity	
3000 · Unrestricted Net Assets	170 014 00
3001 · Fund Balance Unrestricted	176,914.00 262,000.00
3002 Designated for Operating Res	129,100.00
3003 · Designated for Future Use	
Total 3000 · Unrestricted Net Assets	568,014.00

3:13 PM 08/25/12 Accrual Basis

# Center for Work Education and Employment Inc. Balance Sheet

As of July 31, 2012

	Jul 31, 12
3100 · Restricted Net Assets 3101 · Temp Restricted Net Assets 3102 · Permanently Restricted Assets	61,309.51 235,287.12
Total 3100 · Restricted Net Assets	296,596.63
3500 · Opening Bal Equity 3900 · Retained Earnings	10,848.87 1,716,482.47 56,836.43
Net Income Total Equity	2,648,778.40
TOTAL LIABILITIES & EQUITY	2,947,485.97

Adams County

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Community Support Service

14980 East Alameda Drive, Suite 00 Aurora, Colorado 8001

Phone: 303-636-113 FAX: 303-636-142 TDD: 303-636-152

www.co.arapahoc.co.t humanservices@co.arapahoc.co.t

> CHERYL TERNE Directi

# To Whom It May Concern:

It is my pleasure to write a letter of reference for the Center for Work Education and Employment (CWEE) as part of their proposal to serve TANF participants in Adams County.

CWEE is a 30 year old community based organization with a mission to assist low income single parents to transition from welfare to work.

 Arapahoe County Department of Human Services has experienced the work that CWEE provides to the TANF population beginning in 2007 when we selected them as a contract partner.

• Over the past 5 years CWEE has served approximately 1100 Arapahoe County TANF participants and provided GED and adult basic education, job readiness training with an emphasis on building self-esteem, state of the art computer instruction in the latest Microsoft software as well as case management of record services.

CWEE has consistently demonstrated achievement of contractual goals and has been a leader in meeting our goals and expectations particularly in the area of FWPR (Federal Work Participation Rates). CWEE also places the TANF individuals into excellent paying jobs with a high career potential. Our relationship with CWEE's management and staff has always been very professional and thorough and their reports and data reporting are accurate and timely.

In conclusion, we support CWEE's proposal as we know that they are experts in serving the TANF population and can help those single parent individuals in Adams County who are working to become self-supporting families for themselves and their children.

I am available to discuss our experience with CWEE.

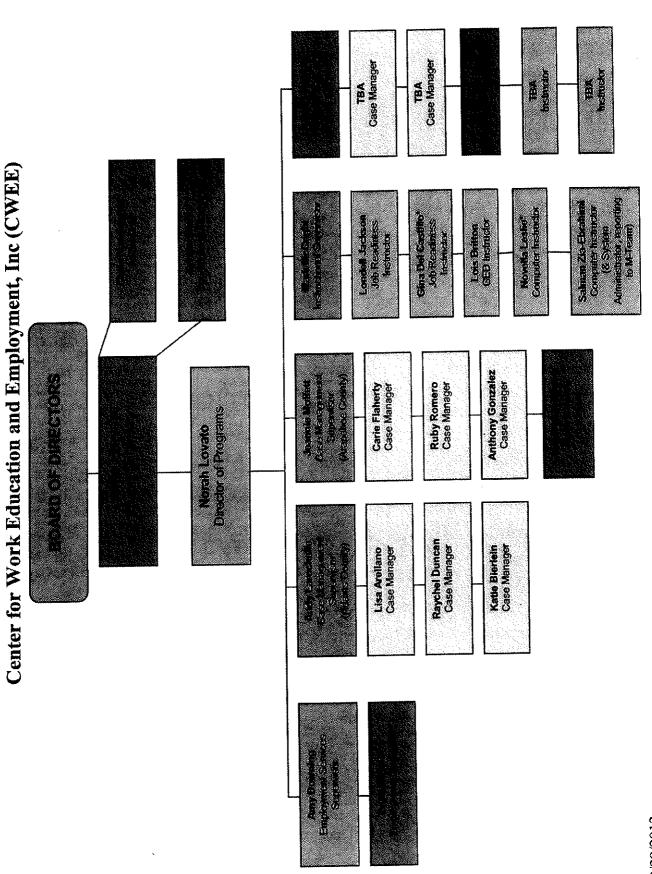
Sincerely.

Cheryl Ternes, Director

Arapahoe County Dept. of Human Services

#### CWEE Request for Proposal List of Employees Proposed for Working on Adams County Program 30-Aug-12

Name	Title	Qualification	Experience at CWEE	dems County Tim
oliano, Lisa	Case Manager	High school diploma; 9 years with Adams County Department of Social Services as a Technician	years (Case Manager)	100%
ngny, clos		2007, BA, St. Olaf College, Northfield, Minnesota; 1 year with Confederation of Somali Community in Minnesota as a Employment		
lierieln, Katie	Case Manager	1973 BS Flementary Education, Quincy University, Quincy, Illinois;	year (Case Manager)	100%
tton, Lois	1984, MS, Community Health Education, Western Illinois Universit Macomb, Illinois, 18 years with the Illinois Department of Public Health as Program Director, Administrator and Trainer for public Instructor health Initiatives		2 years (instructor)	50%
		1997, Human Service Certificate, Community College of Denver, Denver, Colorado, 9 years in Foster Care Unit as Clerk and Admin Support Supervisor, Denver Dept. of Human Services	2 years (Employment Specialist)	25%
owe, Yvette	Employment Specialist	1980, BA, Business Administration/Management, Minor, Sociology, University of Northern Colorado, Greeley, Colorado; 2001; Mesters	9 yeers (instructor)	50%
Del Cestillo, Gina	Instructor	Program, Curriculum and Histudgion, Colorado Girlaco, Cilinatoria,		
contrast have	Employment Specialist Supervisor	Colorado, Greeley, Colorado; 2010, MA, Education - Curriculum and	3 years (Emptoyment Services Supervisor); 2 years (Instructor and Case Manager)	15%
owning, Amy			24 years (Executive Director); 6 years (Assistant Director)	15%
rvey, Lauris	Executive Director	2003, BS, Independent Studies: Nonprofit Administration in Urban Communities, Metropolitan State College of Denver, Denver, Colorado; 2010, Master of Education, Regis University, Denver,		50%
ckson, Londell	Instructor	Colorado	1 year (Instructor)	
	Case Management Supervisor	2009, BS, Human Services - Counseling and Mental Health, Motropolitan State College, Denver, Colorado	1 yeer (Case Management Supervisor); 2 years (Case Manager)	100%
prochelle, Andy			20 years (Instructor and Employment Specialist)	50%
estic, Novella	Instructor	High school diploma  1997, BA, Psychology, George Mason University, Fairfax, Virginia; 2001, Master of Social Work in Administration, Planning and Policy Practice, Virginia Commonwealth University, Richmond, Virginia, 3 years as Director of Community investments at Orange County United Way, California, 1 year with United Way Worldwide as Director of Strategic Partnerships, 2 years as Operations Manager for the federal Green Jobs Initiatives with Mi Casa Resource Center in		
Lovato, Norah	Director of Programs	Denver	2 months (Director of Programs)	25%
loCright, Mark	Instructional Supervisor	1985, BA. University of Northern lowa, Cedar Falls, Iowa; 1987, K-12 Teaching Certification, Art, University of Iowa, Iowa City, Iowa	14 years (instructional Supervisor, instructor, Employment Specialist)	20%
		2008, BA, Intercultural Communication with Emphasis in Legal		
Melvin-Duncan, Raychel	Case Manager	Advocacy, Certified Mediator, University of Colorado	3 years (Case Manager)	100%
oung. Christopher	Administrative Assistant	1997, BS in Communications, Boston University; 3 years with Enterprise Community Partners as the Office Manager	1 month (Administrative Assistant)	15%
		1974, BA, English, College of Yranslation, Tehran, Iran; 1993, MA Education in Adult and Continuing Education, University of Phoenix,	12 years (Instructor)	50%



8/29/2012 Organizational Chart \* Indicates less than 40 hours per week

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# **EXHIBIT A**

(Documents following this page of the Agreement)

# **Exhibits:**

1. Adams County RFP2012.158 Specifications and Statement of Service

# Exhibit A1 STATEMENT AND SCOPE OF SERVICE

#### I. STATEMENT OF SERVICES:

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization to assist Adams County Government in providing services for Temporary Assistance For Needy Families (TANF), Job Transition Program in accordance with §§ 26-2-701, et seq., C.R.S through Adams County Human Services Department (ACHSD).

The organization will assist in providing intensive case management, short-term training, and job placement assistance, for single parents with multiple challenges, including low education level, little, or no work history, victims of domestic violence, legal system, child welfare involvement, or generational poverty. Program will include \$15,000 for additional individual and group counseling for domestic violence or other needs and life skills training.

#### II. SCOPE OF SERVICES:

The JobTransition Assistance Program, excluding Aurora. The qualified offeror program will be required to:

- Be fully operational by November 1, 2012 with minimal disruption in the service to current participants
- Have the ability to serve an average monthly caseload of two hundred and fifty (250) basic cash assistant (BCA) single parent households.
- The purpose of this program is to provide employment services to participants in, or persons who are eligible for, the Colorado Works Program. These employment services will assist participants in transitioning off of TANF cash assistance to employment within a short time frame based on the individual participant's situation. Case management will be categorized as Job Transition Assistance and the County shall refer to the workers under this program as Job Transition Specialist (JTS).

Activities included under this program, specific to Job Transition Assistance:

- Help equip participants for the transition to a workplace environment where they will deal with employment and life issues simultaneously, to include supportive and financial services.
- Provide or connect participants to short-term trainings, including life skills, worksite placements and employment.
- Provide checks to participants in need of supportive services when CBMS not available. Requires ability to process checks to assist participants for a minimum of \$15,000 monthly, to be reimbursed monthly by Adams County Human Services Department (ACHSD).
- Provide direct data entry into Colorado Benefits Management System (CBMS) for Workforce Development including Federal Work Participation Rate (FWPR) codes and hours, supportive services, and case notes.

#### STATEMENT AND SCOPE OF WORK continued

- Achievement of a 55% FWPR with a minimum of 50% FWPR the "All Families with Case Manager Totals".
- The Contractor shall comply with Colorado Department of Human Services Volume III regarding the Colorado Works Program and Adams County Human Services Department Administrative (ACHSD) Policies and Procedures including the Ethics Statement.
- ACHSD expects the offeror to provide excellent customer service to ACHSD and the
  participants. The offeror shall treat participants from an advocate perspective and
  philosophy.
- The Offeror shall ensure the appropriate CBMS activities are entered timely in order to achieve the required Federal Work Participation Rate (FWPR). The Offeror must achieve a minimum of 50% FWPR.
- Where applicable, the Offeror shall pursue "negative actions" as defined by ACHSD and state non-compliance policies.
- The program will be responsible for providing all participants with resources, supportive services, and staff who will work effectively with participants and help address needs or issues which may prevent them from obtaining and sustaining employment, such as domestic violence (present or past history) legal or child welfare involvement, housing, transportation issues or any other issues that present challenges to the participant gaining employment.
- Ability to work effectively with all ACHSD staff, contract partners, and other agencies.
- Conduct criminal background investigations for participants (with their permission) to assist them in employment training and placement.
- Offeror will be responsible for ensuring that all employees pass a Colorado Bureaus Investigation (CBI) background, prior to working with participants in the programs.
- The offeror will be responsible to for providing outstanding customer service to the participants and ACHSD staff. The offeror shall treat participants from an advocate perspective and philosophy.
- The offeror shall comply with Colorado Department of Human Services Volume III regarding the Colorado Works Program, Adams County Human Services Department Administrative (ACHSD) Policies, and Procedures including the Ethics Statement.
- The offeror will provide adequate office space, meeting space, computer, printer, access to copying, file cabinets, direct telephone lines and telephones, direct fax line and fax machine, postage, and electronic mail access. This cost is included in the total cost of this program.
- Have the ability to serve Spanish speaking monolingual individuals (preferably one full time Spanish speaking staff).
- Case management will be categorized as Job Transition Assistance and the County shall refer to the workers under this program as Job Transition Specialist (JTS).
   Activities included under this program, specific to Job Transition Assistance, are specified as:
  - Assessment of BCA participants, for the purpose of assisting them in obtaining a
    job that is appropriately matched to their needs, skills, interests, and values.

- o The initial month of service following the participant's entry into the program may be utilized for this assessment function. The assessment must be completed and the Job Transition Plan (JTP) developed within the first month from the initial date of the first participant appointment with the program.
- o The program may utilize as many different assessment tools or methods as the program chooses, so long as they yield insight into the participant's needs, skills, interests and values, to be documented in the participant's JTP and case file record.
- o Participants being assessed for cognitive impairment, mental health, physical, or other, work limitation may exceed the month long assessment period.

Development of JTPs, based on assessment results, which identify specific steps for participants and supportive services or other community resources that will help support the participant's goals and transition into employment. The Job Transition Plan will:

- o outline the necessary steps and activities to be detailed and tracked using regular Individual Responsibility Contracts.
- o be created in partnership between the participant and the Job Transition Specialist, and should include responsibilities of the JTS and the participant.
- o be reviewed periodically with the participant to review progress and make amendments in services or timeframes as needed.
- o will be framed around an employment goal, to be identified in the Plan along with an anticipated "target date" for employment entry.
- o be maintained for all participants, including those focused more intently on a long-term benefit goal.

The JTS will provide referrals to all participants on the subject of pregnancy prevention, family planning, parenting education, and provide referrals to Tri County for services related to pregnant mothers or baby holds, or other concerns regarding family health.

ACHSD has a "work first" philosophy so the JTS should make every effort to immediately transition job ready participants into employment.

The program shall coordinate with the Tri County Health Department for classes relating, but not limited to, the following topics: pregnancy prevention, prevention of high risk behaviors, and parenting classes for participants. The program shall coordinate with Tri County Health Department for classes (at the program site or other agreed upon location) relating, but not limited to, the following topics: pregnancy prevention, prevention of high-risk behaviors, and parenting classes for participants.

The JTS shall work with all participants regarding their budget and resources. The JTS will provide information and referrals to relevant courses that may help participants improve their financial situation.

The JTS shall communicate effectively and timely with all ACHSD staff and contract partners. This includes compliance with policies and procedures related to the TANF program or other related ACHSD programs such as Food Assistance, Child Care, Child Support, Child Welfare.

The JTS shall assist non-job ready participants in accessing services, trainings and activities that: enhance the participant's marketability to an employer, develop the participant's skill set, reinforce positive work behaviors, allow the participant to explore career options in a real or simulated "work" setting, or allow participants the opportunity to practice adaptive skills or tools while at "work." Activities which could be utilized to meet these objectives include:

- o Short term job specific training provided by the contractor or other entity
- o Non-traditional job specific trainings provided by the contractor or other entity
- o Work-Site Training options or work-site placements to meet the needs and diversity of interest for participants in the program.
- o Supported Employment Placements
- o Subsidized or Unsubsidized Employment Placements

The program shall facilitate job search services or activities for all participants seeking employment, and shall include: assistance in preparing resumes, mock interviews, job search monitoring.

JTSs will assist participants as necessary in meeting their obligations according to the IRC. Some participants may need assistance in setting appointments, acquiring and completing paperwork, and other IRC expectations due to participants' individual needs. JTSs are to require participants meet their IRC obligations and perform all tasks within their ability.

The offeror shall assist non-job ready participants in accessing services, trainings and activities that: Enhance the participant's marketability to an employer, develop the participant's skill set, reinforce positive work behaviors and allow the participant to explore career options in a real or simulated "work" setting. Activities which could be utilized to meet these objectives include:

- Short term job specific training provided by the offeror or other entity
- o Non-traditional job specific trainings provided by the offeror or other entity
- Work-Site Training options or work-site placements
- o Supported Employment Placements
- Subsidized or Unsubsidized Employment Placements

The offeror will secure sufficient work-site training and/or placement options to meet the needs and diversity of interest for participants in the program. The Offeror shall facilitate job search services or activities for all participants seeking employment, to include: assistance in preparing resumes, mock interviews, job search monitoring and facilitated placement.

The Contractor shall ensure the appropriate CBMS activities are entered timely in order to achieve the required Federal Work Participation Rate (FWPR). The Contractor must achieve a minimum of 55% FWPR and will work to achieve a 60% FWPR.

The Contractor will administer these programs in compliance with ACHSD policies and procedures which outline specific steps and requirements for providing services to clients through Job Transition Assistance, including: timelines for assessment, expected content of Job Transition Plans, expectations for work-site placement development, supportive service and incentive options, case file and documentation requirements, CBMS system utilization, including achievement of Federal Work Participation Rate (FWPR).

Anticipated Outcomes and Performance Measurements. Outcomes for this program are related to the program purposes and should result in:

- Increased number of full-time employment placements tracked by months on TANF until placement as compared to historic data.
- Increased ratio of agreement term full-time employment placements to agreement term caseload, as compared to related historical data. SFY 11/12 Full Time Placements = 37 and part-time placements = 26.
- Number of full-time employment placements at or exceeding an average entry wage of \$8.00 per hour.
- Achievement of a 55% FWPR with a minimum of 50% FWPR the "All Families with Case Manager Totals".
- The number of worksites or unique occupational categories with clients at the work site should total approximately 15% of the Offeror Average Caseload. This includes some sites that will provide a certificate of training or credential for participants who work at their site. These include only Community Work Experience Program (CWEP) and community service sites or on the job training (OJT) sites.
- Completion of 100% of new participant assessments and Job Transition Plans within thirty (30) days of their initial appointment with the Offeror.
- Participants who are better equipped for employment, further development, and less reliant
  on government assistance due to the ability to earn wages/supportive services for their needs
  and due to participant's knowledge of their own skills and goals in their Job Transition Plan.
- The offeror will cooperate timely with ACHSD on any issues, reports, or other work, as needed, that is relevant to the program work on coordination of services, or case transfers with other ACHSD contractors.

# III. RESPONSIBILITIES OF THE COUNTY:

The County shall: provide the necessary policies and procedures for the administration of the Job Transition program. Provide directly, or through other providers, training on state and county systems, policies, and procedures as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement. This is to include specific training on computerized data systems, such as the CBMS and the Electronic Benefits Transfer ("EBT") system and provide assistance and direction on reporting specifications and metrics and will refer participants to the program.

#### IV. REPORTS

The offeror will be responsible for coordinating monthly reports summarizing case activity and participant's status with County Project Manager. The report must include, but is not limited to; a monthly statistical report card, monthly caseload spreadsheet, child welfare report, 30+ month reports, numerator/denominator (FWPR) reports. All reporting formats and content shall be designated by the County Human Services Project Manager. Reference sample reports at the end of this solicitation.

#### V. 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.

#### VI. FEE SCHEDULE

The offeror must submit fees for the line items identified on the **Fee Schedule** (Attachment A). Offeror must provide fees for the initial year of the award and the two (2) option years as listed on the Fee Schedule. The offeror's fees for the options years will be used for evaluation and award consideration.

#### VII. INVOICE BILLING

Offeror must submit detailed invoices to the Project Manager for the previous month of service. 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.

#### VIII. BASIS OF AWARD

Award will be made to the single responsive, responsible, and qualified offeror who submits the most technically acceptable proposal. Adams County Board of Commissioners reserves the right not to award proposals to the most responsive and responsible offeror and may require new proposals, or to interview the shortlisted firms.

#### IX. HOURS OF WORK

The Adams County Government normal work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

#### X. TERM OF AGREEMENT

Award of this solicitation will result in the establishment of a County agreement for a period from the date of issuance of the notice to proceed (NTP) with two (2) additional one-year renewal periods, not to exceed three (3) years, at the sole option of the Adams County Board of Commissioners.

#### INTELLECTUAL PROPERTY XI.

If, offeror infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under the Agreement, Offeror shall, at the County's option (a) obtain for the County or Offeror the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the County.

#### CONFIDENTIAL INFORMATION-COUNTY RECORDS XII.

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.

### Confidentiality

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 principal representative.

#### 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.

# 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 authorized by this Offeror 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.

# Disclosure-Liability

Disclosure of County records or other confidential information by Offeror for any reason may because 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.

# Standard and Manner of Performance

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

# XIII. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Offeror in the performance of its obligations under the Agreement shall be the exclusive property of the County and, all Work Product shall be delivered to the County by Offeror completion or termination of the Agreement. The County's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Offeror shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Offeror's obligations hereunder without the prior written consent of the County.

- XIV. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. County, State or other public funds payable under the agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Offeror certifies and warrants that, during the term of the Agreement and any extensions, Offeror has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the County determines that Offeror is in violation of this provision, the County may exercise any remedy available at law or in equity or under the agreement, including, without limitation, immediate termination of the agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- XV. INDEPENDENT CONTRACTOR. 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 contract, liability or understanding, except as expressly set forth in the agreement. Contractor 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

### XVI. INSURANCE

Offeror shall not commence work under this solicitation until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.

- 1) The offeror will be required to procure and maintain, at his own expense and without cost to the County, the kinds and minimum amounts of insurance as follows:
- 2) Comprehensive General Liability, in the amount of not less than \$1,000,000 per person and \$2,000,000 general aggregate. Coverage to include,

- Premises
- Products/Completed Operations
- Broad Form Comprehensive, General Liability
- Adams County shall be named as Additional Insured
- 3) Comprehensive Automobile Liability, in the amount not less than \$1,000,000 dollars minimum combined coverage.
- 4) Employers Liability and Workers' Compensation. The offeror shall secure and maintain employer's liability and Workers' Compensation Insurance in compliance with the laws of the State of Colorado to protect them against any and all claims resulting from injuries to and death of workers engaged in work.
- 5) Professional Liability, offeror shall maintain Professional Liability (sometimes referred to as errors and omissions insurance) in amounts not less than \$500,000 dollars.
  - 6) All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 7) Underwriters shall have no right of recovery or subrogation against Adams 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.
- 8) The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 9) The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the offeror.
- 10) 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 Department 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, this contract, 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.

# XVII. 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 this Agreement (public contract for service) and for the duration thereof:

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. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under this public agreement for services.

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 this public agreement for services.

At the time of signing this public agreement for services, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public agreement for services through participation in either the E-Verify Program or the Department Program.

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 public agreement for services is being performed.

If the offeror obtains actual knowledge that a subcontractor performing work under the public agreement for services knowingly employs or contracts with an illegal alien, the offeror shall: notify the subcontractor and the County within three days that the bidder 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 agreement 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.

The 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).

If offeror violates this section, of the Agreement, the County may terminate this agreement for breach of agreement. If the agreement is so terminated, the offeror shall be liable for actual and consequential damages to the County.

# XVIII. SUPPLEMENTAL FEDERAL PROVISIONS

Supplemental Provisions for Contracts, Grants, and Purchase Orders for Federal Funds received pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and 2008. Amendments as of October 1, 2010.

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with 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. "Award" means an award of Federal Financial assistance that a non-Federal Entity receives or administers in the form of:
  - 1.1.2. Grants,
  - 1.1.3. Contracts.
  - 1.1.4. 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. 3710a)),
  - 1.1.5. Loans,
  - 1.1.6. Loan Guarantees,
  - 1.1.7. Subsidies,
  - 1.1.8. Insurance,
  - 1.1.9. Food commodities,
  - 1.1.10. Direct appropriations, or
  - 1.1.11. Other financial assistance transactions that authorize the non-Federal Entities' expenditure of Federal Funds.

#### 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 classified award; 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 (Pub. L. 111-5).
- 1.2. "Central Contractor Registration (CCR)" means the Federal repository into which an Entity must provide information required for the conduct of business as a recipient.
- 1.3. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
- 1.4. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;

- 1.4.1. A governmental organization, which is a State, local government, or Indian Tribe,
- 1.4.2. A foreign public entity,
- 1.4.3. A domestic or foreign non-profit organization,
- 1.4.4. A domestic or foreign for-profit organization, and
- 1.4.5. A Federal Agency, but only a subrecipient under an award or subaward to a non-Federal entity.
- 1.5. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program funded by federal funds to a Prime Recipient that a Prime Recipient awards to a Subrecipient.
- 1.6. "Contract" means the contract to which these Supplemental Provisions are attached and includes all award types in §1.1.
- 1.7. "Contractor" means the party or parties to the Contract other than the Prime Recipient and includes a grantee, subgrantee, Subrecipient, or a borrower. For purposes of FFATA reporting, Contractor is either a Subrecipient or a Vendor under this Contract.
- 1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). Also referred to as the "Transparency Act."
- 1.9. "Prime Recipient" means a Colorado State Agency or Institution of Higher Education that receives federal funds directly from a Federal Agency in the form of an award in §1.1.
- 1.10. Subrecipient" means 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.
- 1.11. "Supplemental Provisions" means these Supplemental Provisions for Contracts, Grants, and Purchase Orders using Federal funds except those funds provided under the American Recovery and Reinvestment Act of 2009, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado Agency or Institution of Higher Education.
- 1.12. "Total Compensation" means the cash and noncash dollar value earned by the executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following,
  - 1.12.1. Salary and bonus,
  - 1.12.2. Awards of stock, stock options, and stock appreciation rights. This amount shall equal the dollar amount 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,
  - 1.12.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans

- that do not discriminate in favor of executives and are available generally to all salaried employees,
- 1.12.4. Change in pension value, this amount shall equal the change in present value of defined benefit and actuarial pension plans,
- 1.12.5. Above-market earnings on deferred compensation which is not tax-qualified, and
- 1.12.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

"Vendor" means a dealer, distributor, merchant or other seller providing goods or services required for a project or program funded by Federal funds. A Vendor is not subject to all the terms and conditions of the Federal award, and all program compliance requirements do not pass through to a Vendor.

Compliance. Contractor shall comply with all applicable provisions of the Transparence 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.

- 2. Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.
  - 2.1. CCR Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under this award or receives final payment, whichever is later. Contractor shall review and update the CCR information at least annually after the initial registration, and more frequently if required by changes in its information.
  - 2.2. DUNS Contractor shall provide its DUNS number to its Prime Recipient, and shall update its information in Dun & Bradstreet at least annually after the initial registration, and more frequently if required by changes in its information.
- 3. Total Compensation Contractor shall include total compensation in CCR for each of its five most highly compensated executives for the preceding completed fiscal year if:
  - 3.1. the total Federal funding authorized to date under this award is \$25,000 or more, and in the preceding fiscal year, Contractor received:
    - 3.1.1.80 percent or more of its annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and
    - 3.1.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and

- 3.2. 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.
- 4. Reporting. Contractor shall include data elements in its CCR and report to its Prime Recipient Entity the data elements required in §7 if Contractor is a Subrecipient for the award types of grants, contracts, and 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. 3710a).

No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions, as the cost of producing such reports shall be deemed included in the Contract price. The reporting requirements in §7 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

Adams County may provide written notice to Contractor of any such change in accordance with §2 above, but such notice shall not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements.

5. Effective Date and Dollar Threshold for Reporting – The reporting requirements in §7 apply for new Federal grants, contracts, and cooperative agreements (except CRDA) 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 continues to be subject to the reporting requirements.

- 6. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.
  - **6.1 To CCR.** A Subrecipient shall register in CCR and report the following data elements in CCR:
    - 6.1.1 Subrecipient DUNS Number
    - 6.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT)

account

- 6.1.3 Subrecipient Parent DUNS Number
- 6.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and

Congressional District

6.1.5 Subrecipient Officers' Names of top 5 highly compensated officials if the criteria in

§4 are met.

6.1.6 Subrecipient Officers' Total Compensation of top 5 highly compensated officials if

criteria in §4 met.

- 7. To Prime Contractor. A Subrecipient shall report to its Prime Recipient, upon the effective date of the contract, the following data elements:
  - 7.1.1 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8. Vendor 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 Agreement and Adams County Government; Board of Commissioners may terminate the Agreement upon 30 days prior written notice if the default remains uncured five (5) calendar days following the notice period. This remedy will be in addition to any other remedy available to Adams County Government, Board of Commissioners under the Agreement, at law or in equity.

# XIX. All proposals shall be enclosed in an envelope, sealed, and clearly labeled as follows:

PROPOSAL DOCUMENTS
Name of Firm
RFP Number and Name of Project
RFP Date and Time Due

#### XX. Format

Offeror must submit sealed proposal in one (1) original and three (3) copies to the office of the Purchasing Agent, Adams County Administration Building, 4430 South Adams County Parkway, First Floor Reception Desk, Brighton, Colorado, 80601, up to 4:00 p.m., Thursday, August 30, 2012. Proposals may be mailed or delivered in person, but must be in a sealed envelope, labeled with Company name, RFP number with name of project and time of proposal opening. No proposals will be accepted after the time and date established for the solicitation, except by written addendum.

**Submittal of Proposal Questions** 

All questions relating to RFP 2012.158 must be reduced to writing and sent to the County's Purchasing Department for the attention of Heidi Casteel, Purchasing Agent. Questions can be faxed, emailed or sent by U.S. Mail until the close of business on or before Tuesday, August 14, 2012.

Debriefing

Should your firm desire to come in for a debriefing, we will be happy to debrief you and help you become more competitive on future solicitations.

# XXI. PROPOSAL PREPARATION INSTRUCTIONS

Proposal should not exceed ten (10) pages, excluding the solicitation required signed pages. Submit only on single sided, single column typed 8.5" x 11" size. The page count limitation applies to the actual technical proposal contained in the submittal. The only exceptions to the page count are the front and back cover and appendices. 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.

- 1) Qualifications: All offeror's to this solicitation must provide detailed information regarding their organization's qualifications to meet the County scope of work for this project.
- 2) Responses: Qualifications and experience will be primary consideration for the award of this solicitation. Please provide responses in the below order and make sure your agency addresses each of the following in your proposal:

# 3) Organizational Experience:

- Summary of organizational budget
- An introduction of your organization including mission statement, history and
- current organizational chart.
- Ability to provide services in a location that is easily accessible for participants
- and has sufficient capacity for staff and the program.
- Unique organizational expertise, infrastructure and resources that will add value to the program.
- Your organization's knowledge of Adams County BCA participants, the community in general, employers, and other programs/organizations that can benefit Adams County BCA participants.
- Your organization's experience with Colorado Works, CBMS data entry including FWPR and supportive services, and knowledge of applicable state and federal laws and rules.

# 4) Program Expertise and Personnel:

Provide a list of all managers, supervisors and staff who are being proposed for working in the Adams County program, even if only a portion of their time will be dedicated to the program. Include name, qualifications, experience working on any comparable project and proposed portion of time dedicated to the Adams County program for each. Include current or future case management staff, and other staff such as trainers, job developers, and others who will work directly with participants.

If a subcontractor is to be used for mental health services or any other services, describe the expertise of the sub-contracting organization in the same way that your organization is described.

Confirmation that 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 organization does not employ or contract with an illegal alien who will perform work for the program.

Applicant organization must confirm that the organization 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 proposed program

### 5) Comparable Projects:

A detailed description of at least one similar program providing case management services to TANF BCA participants that the organization has provided. The description should include:

- o Name, location and budget of the program
- o Experience with CBMS (including FWPR and supportive services data entry)
- Average monthly caseload size
- o Demographics and other descriptors of the population served
- o A sample of monthly reports created for the project
- Annual outcomes produced from the program (five years of outcomes is strongly suggested), which should include:
  - Number of full-time job placements
  - Number of part-time job placements
- Average monthly FWPR Percent of participants on a monthly basis in on the job training, sheltered worksites, volunteer work placements, and other work experience type programs
- Submit Fee Schedule in the same format as Attachment C and submit with your proposal.
- At least three (3) references shall be provided for similar projects.
- A W-9 form shall be completed and returned with proposal.

#### XXI. EVALUATION FACTORS FOR AWARD

Award will be made to the single responsive, responsible offeror who submits the most technically acceptable proposal.

A review committee consisting of members, appointed by the County, will make recommendation to the County management, and the County Board of Commissioners. The evaluation is based on the firm's qualifications. The committee may request additional information from offerors or request personal interviews with offerors.

The evaluation criteria are listed below in descending order of importance. Based on the responses of the offerors, the panel may award zero points for no response to the criteria or up to the maximum specified if the offeror demonstrates in their proposal exceptional responses or abilities.

CRITERIA

1. Offeror's ability to provide all services as defined in the

0-50

- 1. Offeror's ability to provide all services as defined in the scope of work, including, but not limited to: experience with training programs for BCA TANF population, experience with case management and community resource connections, and supportive service payments. Experience of key program personnel. Experience with TANF, and Colorado Works statutes, regulations, and federal reporting requirements. Ability to achieve favorable outcomes.
- 2. Offeror's fee structure for performing the services.

0-25

0 - 25

3. Organizational budget including the ability to provide the required \$15,000 for supportive services for reimbursement as described in the scope of work. Infrastructure for delivery of services, and organizational leadership

Total 100

# ATTACHMENT A FEE SCHEDULE

Please present the fees associated with your proposal in the following format following this page being referenced as Attachment C. Submitted Fee Schedule must be for a twelve (12) month period. Offeror's fees shall be firm through the entire term of the Agreement.

# Attachment B SAMPLE Budget Sheet

Please present the costs associated with your proposal in the following format (without the examples). Please note in the "2012-2013 Base Expenses" section how the row totals are calculated for Cost to Contract in column D. For instance, the supervisor's salary and benefits is \$45,000 and overhead is \$2,500, however, since the supervisor would only works 50% of the time in the program, the Cost to Contract is only \$23,750 (50% \* (\$45,000 + \$2,500) = \$23,750. The sum of the rows in the Base Expenses section should equal the line item amount of Base Expenses in your proposal. The total of Base Expenses is added to the other line items in your proposal in the last section of the sheet the total of these line items is the total amount of the contract. Please note the County will only reimburse for actual expenses, thus some line items may not be exhausted by the end of the agreement term.

		Base Expens	ses			
		(show fees for a 12 mo	nth period)			
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B Annual Sala and Benefit l	ry Fee Overhead	Total Equals Column A * (B + C)	
i.e. Supervisor (example)	Provides supervision of case workers	50%	\$45,000	\$2,500	\$23,750	
i.e. Manager (example)	Provides supervision for entire program	35%	\$55,000	\$2,900	\$20,265	
i.e. Case Worker (example)	Provides direct case mgt. service to TANF clients	75%	\$40,000	\$2,100	\$31,575	
i.e. Case Worker (example)	Provides direct case mgt. service to TANF clients	80%	\$40,000	\$2,100	\$33,680	
i.e. Case Worker (example)	Provides direct case mgt. service to TANF clients	100%	\$40,000	\$2,100	\$42,100	
i.e. Job Developer (example)	Develops internships, job placements, and builds business relationships	50%	\$45,000	\$2,500	\$23,750	
i.e. Rent (example)	Office space	30%	\$30,000	\$0	\$9,000	
i.e. Utilities (example)	Gas, electric and water	30%	\$7,000	\$0	\$2,100	
					5	
		Total of Base Expenses:			\$186,22	
		Description Description		Amount		
Budget Item		Equals total of Base Expenses		\$186,220		
Base Expenses (example) Tuition for Training Courses		Amount in contract for training courses for clients		\$20,000		
(example) Criminal Background Funding		Amount in contract for criminal background checks		\$2,000		
(example)		Paper, toner, staples etc.		\$3,000		
Supplies (example) Mileage (example)		Reimbursement of miles traveled for staff		\$4,000		
GED Materials (example)		Books, tests, etc.		\$2,000		
OLD Matchais	(Carrier Park)	Total (example):			\$233,22	