



November 19, 2012

Ms. Suzy MacKenzie
Director
Family Tree, Inc.
3805 Marshall Street
Wheat Ridge, Colorado 80033

Subject: Executed Agreement# RFP 2012.156 for Case Management Services for Temporary Assistance for Needy Families (TANF) Stable Families Program for Adams County Human Services Department

Dear Ms. MacKenzie:

Attached is an executed copy of the new Service Agreement to for Case Management Services Temporary Assistance for Needy Families (TANF) Stable Families Program for Adams County Human Services Department.

The Service Agreements effective date is **December 1, 2012**. **Please reference #RFP2012.156 along with the Purchase Order Number on all invoices.** Please contact the Project Manager, Sally Ten Eyck at 303.227.2116 regarding the notice to proceed (NTP).

Congratulations on your award and we look forward to working with you on this project.

Sincerely,

Heidi Casteel

Heidi Casteel, P.H. M.
Purchasing Agent
Finance/Purchasing Department

Cc: File #RFP 2012.156
Sally Ten Eyck, Contract Manager, Human Services Department

Attachment

**ADAMS COUNTY, COLORADO
SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this October 22, 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 **FAMILY TREE, INC.** located at 3800 Marshall Street, Wheat Ridge, Colorado 80033, 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 2012.156 as Exhibit A1** and the Contractor's responses as **Attachments A1-A2** to RFP 2012.156 attached hereto and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A2** 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 November 30, 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 **Attachments A1-A2** and the Contractor shall accept as full payment for those works, not to exceed amount of **two hundred one thousand, eight hundred seventy-seven dollars and no cents (\$201,877.00)** for the initial term of the Agreement.

A. Invoices

Invoices will be submitted to the County Project Manager by the Contractor for the previous month of service. Invoices and reports will be required to be submitted at the same time. Submitted detailed monthly invoice billing statements must include the dates, and types of services performed. 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.

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

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

- 7.1.3. Bodily Injury/Property Damage \$1,000,000 (each accident)
- 7.1.4. Personal Injury Protection Per Colorado Statutes
- 7.2. Workers' Compensation Insurance: Per Colorado Statutes
- 7.3. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 7.3.1. 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. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 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. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County.

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. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 9.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 9.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 9.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that 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
STenEyck@adcogov.org

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

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

Contractor:

Suzy MacKenzie
 Director
 Family Tree, Inc.
 3805 Marshall Street
 Wheat Ridge, Colorado 80033
 Phone: 303.463.6330 x719
SMacKenzie@thefamilytree.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 2012.156** are reference under **Attachment A** as items 1.

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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:

FAMILY TREE, INC.

Scott SHIELDS
Authorized Name (Print or Type)

10/11/12
Date


Signature

CEO
Title

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

Signature Page

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

**CONTRACTOR
FAMILY TREE, INC.**

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

By: SCOTT SHIELDS
Name (Print or Type)
[Signature]
Authorized Signature
CEO
Title
Date: 10/12/12

By: [Signature]
Chair Signature
Date: 10-22-12

ATTEST:
Karen Long
Clerk and Recorder
[Signature]
Deputy Clerk Signature

APPROVED AS TO FORM:
Adams County Attorney's Office
By: [Signature]
Attorney Signature

Signed and sworn to before me on this 12th day of October, 2012
by Scott Shields
[Signature]
Notary Public

My commission expires on: February 15th, 2015

ATTACHMENT A
(Documents following this page of the Agreement)

Attachments:

1. Addendum One, dated Tuesday, August 16, 2012
2. Proposal, dated August 29, 2012

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ADDENDUM OF SOLICITATION

SOLICITATION NUMBER: 2012- 156
SOLICITATION DATE: Thursday, August 9, 2012
DESCRIPTION: Case Management Training Services Temporary Assistance for Needy Families (TANF) Stable Families Program
ADDENDUM NUMBER: ONE (1)
ADDENDUM DATE: Thursday, August 16, 2012

The hour and date specified for receipt of IFB 2012-156[] 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 2012.156 before Tuesday, August 14, 2012.

QUESTIONS AND ANSWERS:

- Q1. On page one under the Scope of Work, it says to serve an average monthly caseload of 130 families. Was it meant to say average “yearly” caseload of 130 new families?
A1: **Yes, the number of caseload will be 130 unique families yearly.**
- Q2. What types of services does the County have in mind for the other 220 families mentioned as a part of a possible 350 families served?
A2: **The other 220 families are families who have participated in the program in previous years, and may call back for special assistance in keeping the family stable, which might include housing, transportation, or extracurricular activities for children; referrals for back to school, school supplies, clothing and other emergency supports for families.**
- Q3. On page one under the Scope of Work; it refers to “pending child-only families.” Does this mean that families who have applied for the child-only benefit are eligible to begin receiving services?
A3: **Yes, these families are usually determined eligible, but there may be a system delay that prevents the case from opening –in those cases families are eligible, but still pending. Usually, this is for immediate case management services, and if the family is assisted with financial assistance they are determined eligible.**
- Q4. On page 12 and Attachment A there are references to Attachment C in regards to budgeting and Fee schedules. Is it Attachment B that we are to refer to?
A4: **Yes, Attachment B Sample Budget Sheet on page 16 format is to be used in submitting your fees.**

- Q5. What will be the amount of supportive services allocated to clients? Should these expenses be included in the budget at Attachment B?
- A5: Currently the maximum is up to \$3,000 per new family; the limits are determined by ACHSD depending on budget allowance. These expenses are not included in Attachment B, these expenses will be paid out by the offeror who has CBMS access, as Special Needs payments, and, therefore, will not be a part of the budget fees or the awarded Agreement.**
- Q6. Please clarify what you are looking for with regard to dates and types of services to be included on invoices for billing as mentioned on page 3. Are you looking for a list of which clients were served and what services they received on a given date or simply the period of service and associated fee or something else?
- A6: The County will be requiring significant data including, but, not limited to: Clients name, identification number (case number, supportive services not paid through CBMS/EBT cards, dollar amounts, name of recipient receiving the check.**

The County will require the offeror to use the sample reports following Attachment E of this solicitation.

- Q7. Regarding Attachment B, please clarify what is considered a "Base Expense" and what is not. Do you anticipate billing to be on a cost reimbursement basis for all expenses or only those that are not "Base Expenses"? Is it acceptable to include different expense categories from those shown in the example in our budget?
- A7: The offeror's 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. Other expenses such as, rent, utilities, supplies, and other general costs of doing business can be part of overhead, but the offeror may choose to have these as independent lines.**

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.

- 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], August 29, 2012
(Signature/Date)

SCOTT SHIELDS, CEO
(Name and Title)

FAMILY TREE, INC.
(Company Name)

3805 MARSHALL ST., WHEAT RIDGE, CO 80033
(Address)

Family Tree Budget to Adams County TANF

Position	Description	Agreement Allocation of Time/Fees	Annual Salary and Benefit Fee	Overhead	Total Yr 1	Total Yr 2	Total Yr 3
Manager	Provides supervision of entire program	10%	\$ 95,030.00	\$ 1,207.00	\$ 10,710.00	\$ 10,924.20	\$ 11,142.68
Supervisor	Provides supervision of case managers	50%	\$ 71,090.00	\$ 4,514.00	\$ 40,059.00	\$ 40,860.18	\$ 41,677.38
Case Manager	Provides direct case management services to TANF clients	100%	\$ 44,799.00	\$ 5,689.00	\$ 50,488.00	\$ 51,497.76	\$ 52,527.72
Case Manager	Provides direct case management services to TANF clients	50%	\$ 44,799.00	\$ 2,845.00	\$ 25,245.00	\$ 25,749.90	\$ 26,264.90
Program Assistant	provides resources, schedules home visits	50%	\$ 41,376.00	\$ 2,627.00	\$ 23,315.00	\$ 23,781.30	\$ 24,256.93
Employment and Education Coordinator (EEC)	job readiness, GED, job development	50%	\$ 45,302.00	\$ 2,877.00	\$ 25,528.00	\$ 26,038.56	\$ 26,559.33
Rent	10.90/sq. ft x 120 sq. ft	100%	\$ 4,055.00	\$ 515.00	\$ 4,570.00	\$ 4,707.10	\$ 4,848.31
Utilities	gas, electric, water	100%	\$ 564.00	\$ -	\$ 564.00	\$ 580.92	\$ 598.35
Insurance	business/property	100%	\$ 1,645.00	\$ 209.00	\$ 1,854.00	\$ 1,909.62	\$ 1,966.91
Telephone	office/mobile	100%	\$ 1,980.00	\$ 251.00	\$ 2,231.00	\$ 2,297.93	\$ 2,366.87

		Total of Base Expenses:		\$ 184,564.00	\$ 188,347.47	\$ 192,209.38
Budget Item	Description					
Staff expenses	recruitment, meetings, trainings			\$ 1,430.00	\$ 1,472.90	\$ 1,517.09
Laptop and internet connection	For the EEC to go on home visits			\$ 1,465.00	\$ 1,508.95	\$ 1,554.22
Client Education	Grandparent Conference			\$ 564.00	\$ 580.92	\$ 580.92
Client Employment	Supplies and training materials			\$ 1,113.00	\$ 1,146.39	\$ 1,146.39
Criminal Background funding	for criminal background checks			\$ 618.00	\$ 636.54	\$ 636.54
Supplies	paper, toner, etc			\$ 1,578.00	\$ 1,625.34	\$ 1,625.34
Mileage	staff			\$ 5,635.00	5804.05	5804.05
Printing and postage	stationary, mailings, etc			\$ 800.00	824	848.72
Legal Clinic Expenses	appreciation & supplies			\$ 300.00	309	318.27
				Total:	\$ 202,255.56	\$ 206,240.91

Administration: (12.7% of projected supportive services expenses paid through Family Tree at \$30,000 per year)

				\$ 3,810.00	\$ 3,924.00	\$ 4,102.00
				Grand Total:	\$ 206,179.56	\$ 210,342.91

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

BACKGROUND INFORMATION:

For the past 36 years, Family Tree has focused our efforts in the areas of Homelessness, Domestic Violence and Children's Services, providing a comprehensive array of inter-related services for the thousands of people in the Denver metro area who are affected by one, or more, of these issues. Services are provided in the seven-county metro area to help meet the needs of families and individuals experiencing child abuse, domestic violence and homelessness. Even one crisis situation can require a variety of services that address the roots of a family's needs and help them achieve safety and self-reliance. We provide our inter-related services in 12 locations where, often, no similar services are offered.

Homelessness Services are broken down into two main programs: Housing and Family Services and our House of Hope Residential Shelter. Family Tree Homelessness Services reduce homelessness by assisting families and individuals who are homeless or at-risk of becoming homeless by obtaining the supportive services they need to address immediate needs, sustain or improve their self-sufficiency and obtain safe, stable housing. We provide client-centered case management, homeless prevention and affordable transitional and permanent housing. House of Hope, our 24-hour residential shelter provides homeless mothers with children safe shelter and a broad range of services enabling families to obtain and learn skills to assist them in maintaining self-sufficiency.

Children's Services are comprised of the Gemini Therapeutic Residential Childcare Facility and Outreach Program and Adams and Arapahoe County Projects (collaborations with County Departments of Human Services).

Children's Services keep children safe from abuse and neglect and help to secure a stable living environment for them. We provide shelter for children and adolescents who have been abused, neglected or are not safe in their homes and services and outreach for youth who have run away from home, are at risk of running away from home or being removed from home due to behavioral problems. We assist relative caretakers through case management, supportive services and referrals to help them stabilize their new families.

Domestic Violence Services include our Women In Crisis Residential Shelter, Legal Advocacy Program, Counseling and Education Program, and Parenting Time Program. These services increase the safety and healing of children, parents and individuals from the effects of domestic violence by providing a continuum of support services, education and resources for them and their community. Domestic Violence Services provides 24-hour crisis phone lines, safe shelter and supportive services that include women's and children's advocacy, food, clothing, in-shelter health clinic, and assistance with transportation; legal advocacy services that include protection order clinics and free family law clinics; outreach counseling services that include individual and group counseling for victims and children; supervised parenting-time and safe exchange services; and community education.

SIMILAR PROJECTS:

Adams TANF Stable Families Program – 1999 through present. Last year’s contract amount was \$244,773.

Arapahoe County Kinship/Family Stability Program, which serves the child-only kinship population – October, 2007 to present. The 2011/2012 contract amount was \$150,000.

Arapahoe County TIES Program, which served non-certified kin who do not receive TANF – August, 2010 - May, 2012. The 2011/2012 contract amount was \$180,000.

2. Provide program information showing at least five (5) years of experience with organization’s ability to achieve favorable outcomes for the Adams County TANF program, including demonstration of prior achievement with resource connections for families, legal connections for families in need of guardianship, custody, and adoption services and family support services, home visitation ability.

Our case managers, they are very experienced in doing home visits and routinely conduct home visits with clients. Regarding legal assistance, specifically, we have provided 249 referrals in the last 5 years for custody, guardianship or adoption. We have provided a free kinship legal clinic since May of 2007. Through the year 2011, we have had a total of 180 adults attend the clinic to either talk to an attorney, receive help from a paralegal or both. Through our clinic, 48 families obtained custody, guardianship or adoption of 92 children.

A table with Family Tree TANF Stable Families Outcomes and totals for the past five years can be found in the comparable projects section, number 6 (page 6).

3. Your organization’s knowledge of Adams County child only BCA, the community in general, and other programs/organizations that can benefit Adams County BCA participants.

Family Tree has been serving the Adams County child-only BCA population since 1999. Through June of 2012 we have served 1,930 unduplicated child-only families. Having that experience has given us knowledge of the area, the needs of the child-only community as well as the providers that offer resources and services to this specific population. Family Tree was one of the founding collaborators for the Annual Grandparents Raising Grandchildren and Kinship Providers Conference along with Adams County Mental Health, CSU Extension, the City of Brighton and the City of Thornton. We have been regular attendees of the Adams County Resource Meetings and thus are familiar with the providers that offer services to Adams County residents. Additionally, we have collaborated with other Adams County contractors such as Goodwill, Tri-County Health, Almost Home, Growing Home, Access Housing, Adams County Housing Authority, Community College of Aurora, Alternatives to Family Violence and the Workforce and Business Center to provide services to families.

4. Your organization’s experience with Colorado Works, CBMS data entry for child only supportive services, and knowledge of applicable state and federal laws and rules.

The first purpose of TANF is “to provide assistance to needy families with children so that they can live in their own home or the homes of relatives.” The Family Tree Adams TSF Program is a Colorado Works program that addresses this first purpose. Our staff is trained and experienced in using CBMS since it was implemented in the applications we need to

serve the child-only population. This includes screening a client for eligibility, posting for special needs payments and conducting a search for issuance to ensure the funds were provided.

5. Provide a summary of organization financial statement that demonstrates the organization's ability to provide cash for supportive services payments to clients for a minimum of \$15,000 monthly, with a 45-day reimbursement pattern following the month of provision of such cash payments to clients.

Attached are Family Tree's audited financial statements for the year-ended June 30, 2011 which indicate a cash balance of \$604,771. Our cash balance at June 30, 2012 was \$452,712. Operating reserves at June 30, 2012 totaled over \$1.9 million. Family Tree has been providing the cash flow for supportive service payments to Adams County clients as part of the TANF Stable Families program since 2004.

6. An introduction of your organization including mission statement, history and current organizational chart.

The mission of Family Tree is to help people overcome child abuse, domestic violence and homelessness to become safe, strong and self-reliant

Family Tree, Inc. was founded in 1976 as a cooperative effort with local government, civic and private agencies to fill gaps in service for neglected children and domestic violence victims in Jefferson County. Original programs included Gemini shelter for adolescents and Women In Crisis domestic violence shelter. In 1989, the transitional housing program assisting domestic violence survivors leaving Women In Crisis was added. Over the years, services and locations expanded to include the entire seven-county metro area. This expansion meets the growing, complex needs of youth, families and adult individuals experiencing child abuse, domestic violence and homelessness. We now provide home-based case management at scattered site housing located throughout the Denver metro area. Gemini's outreach to runaway and homeless youth moved beyond Jefferson to include Boulder and Adams Counties, again responding to community-identified needs.

The Family Tree Organizational Chart is attached.

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

In addition to the Adams TSF case management services that we currently provide, we also have a sister program for Arapahoe County which services child-only kinship families. These two programs are now housed together and are supervised by the same program director. The staff from these two programs has a combined experience of 33 years working with kinship families. With both programs being housed together we have the unique opportunity to share our resources and experience between the two county programs. This allows the case managers to share their ideas, problems and solutions with each other to make stronger programs. Additionally, we work closely with Family Tree Housing Services and can more easily connect families to housing, rental and utility assistance through our own department. Our Adams County clients have also used other Family Tree programs such as the Karlis Family Center, House of Hope and Women in Crisis.

Family Tree's thrift store, Treasure Trunk, is also a resource available for clients. Case managers can provide a Treasure Trunk voucher to an open client for clothing and household items free of charge.

Since 2007 we have provided legal assistance to the kinship caretakers through our Kinship Legal Clinic. Families come to speak to an attorney about custody, guardianship and adoption and then can meet with a paralegal for help in filling out the appropriate court forms. This is a tremendous help as the caretaker can get their legal questions answered as well as assistance in filling out the various court forms correctly.

8. Your organization's experience with Colorado Works, provision of supportive services through checks, and knowledge of applicable state and federal laws and rules.

The first purpose of TANF is "to provide assistance to needy families with children so that they can live in their own home or the homes of relatives." The Family Tree Adams TSF Program is a Colorado Works program that addresses this first purpose. In addition to providing funds for clients through CBMS and the EBT card, Family Tree has processed thousands of dollars of checks for supportive services for clients since 2004, as well as gift cards for food, clothing, and other such basic needs.

9. Submit Fee Schedule in the same format as Attachment C and submit with your proposal. Attached

10. Provide overall operational budget for your entire organization. Family Tree's budget is attached.

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

Tom Lose, Managing Director, Homelessness Services

Mr. Lose joined Family Tree in 1999. With over 32 years of extensive human services experience, he is an administrator with in-depth skills in program development and implementation. Mr. Lose was Executive Director of several hospice service networks, as well as executive director of The Grief Education Institute in Denver. He has a Bachelor's degree in Psychology, with additional graduate studies in Personnel and Long Term Care Systems. Mr. Lose is responsible for the overall operations and program delivery at House of Hope, Housing and Family Services and the TANF Kinship programs. Mr. Lose also served as Managing Director of Family Tree Karlis Family Center for six years. He provides oversight to the Adams TSF Program. He will be dedicating 4 hours per week to the program as the Managing Director.

Suzy MacKenzie, Director Adams County TANF Stable Families Program. - Ms. MacKenzie has been with Family Tree since 2001. She has 30 years experience working in the non-profit sector in education and social work and has a B.A. degree. In her time at Family Tree, she has served as the Director of the Adams County TANF Stable Families Program for the past nine years and Director of Family Tree's Arapahoe County Kinship/Family Stability Program for the

past five years. She provides supervision to case managers as well as hiring, training, reporting and development of the programs. She will be dedicating 20 hours a week to this program as its director.

Case manager qualifications are as follows: Bachelor's degree in a human service related field plus two years of experience working with multiple issue families and children, preferably low-income and/or families receiving TANF assistance, or 5 years work experience in human services. We have a bilingual Spanish case manager on staff to serve the monolingual Spanish families. One full-time and one half-time case manager would be assigned to this program.

Additionally, we are proposing to add a half-time Employment and Education Coordinator. The EEC would provide personalized assistance to clients as needed in developing a resume and cover letter, exploring job opportunities, conducting mock interviews, and completing job applications. This service could be provided in the caretaker's home if transportation and child care are an obstacle.

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

Family Tree has significant experience managing federal funds. In its fiscal year ended June 30, 2012, Family Tree managed 25 federal grants totaling over \$1.8 million. Family Tree is audited annually pursuant to the requirements of OMB Circular A-133.

Comparable Projects: A detailed description of at least one similar program providing case management services to TANF BCA participants that the organization has provided or demonstrate the organization's ability to provide the services described in "Program Description". The description should include:

1. Name, location and budget of the program
Adams County TANF Stable Families Program, Adams County, Colorado. The 2011/2012 contract amount was \$244,773.
2. Experience with CBMS (special needs payment data entry)
Our staff has had training and experience in using the CBMS applications that are needed to post supportive service funds. This includes screening a client for eligibility, posting for special needs payments and conducting a search for issuance to ensure the funds were provided. We currently provide supportive service funds through CBMS.
3. Average monthly caseload size
Our average monthly caseload for the year 2011/2012 was 32 families.
4. Demographics and other descriptors of the population served
The TANF Stable Families Program serves the child-only TANF population. It is comprised of relative caretakers, families of children born in the United States whose parents are not citizens and families with parents who receive SSI benefits.

The majority of the families that we serve live in Aurora, Brighton, Denver, Northglenn, Thornton and Westminster. The average family size is 3.65 and the average number of children per household is 2. The average adult age is 41, and the average child age is 8. The average household income is \$1480.66 a month. Ethnicity percentages are as follows: Caucasian- 19.9%, Hispanic- 60%, African American- 8.5%, Native American-1.7%, Asian-0.5%, Mixed- 7.1%, Other-2.3 %.

- 5. A sample of monthly reports created for the project - see attached
- 6. Annual outcomes produced from the program (five years of outcomes is strongly suggested), which should include: - see attachment
 - i. Number of families served
 - ii. Number and types of referrals provided
 - iii. Number of resources that families served are connected to

Family Tree TANF Stable Families Outcomes and Totals

YEAR	<u>2011-</u> <u>2012</u>	<u>2010-</u> <u>2011</u>	<u>2009-</u> <u>2010</u>	<u>2008-</u> <u>2009</u>	<u>2007-</u> <u>2008</u>	<u>2006-</u> <u>2007</u>		
Total Families Served	353	455	307	387	374	405	TOTAL	2281
Total Referrals/In-kind donations	1070	662	752	1350	1406	2144	TOTAL	7384
New Families Served	123	123	93	114	117	126	TOTAL	696
Outcomes								
I-More than 1 one-time asst.		109	94	132	125	137		
Ia- One on-going FSR at Closing		27	26	46	35	46		
Ib-More than 1 on-going FSR at closing		18	21	27	34	34		
III- Post Closure on-going FSR		7	13	14	31	33		

FSR = Family Stabilizing Resource that families were connected to.

Referrals were given for such needs as housing, job search and training, benefits, transportation, household items, medical and mental health needs, custody assistance, childcare, rent and utility assistance.

Attachments:

- Three (3) references for similar projects
- W-9 form
- Family Tree Organizational Chart
- Family Tree Organizational Budget
- Fee Schedule

Attachment 1

References for Family Tree

Tammy Hoffman
CO Works Administrator
Arapahoe County Dept. of Human Services
14980 E. Alameda Dr.
Aurora, CO 80012
303-636-1771
thoffman@co.arapahoe.co.us

Sally Ten Eyck
Contract Manager
Adams County Human Services
7190 Colorado Blvd
Commerce City, CO 80022
303.227.2116
STenEyck@adcogov.org

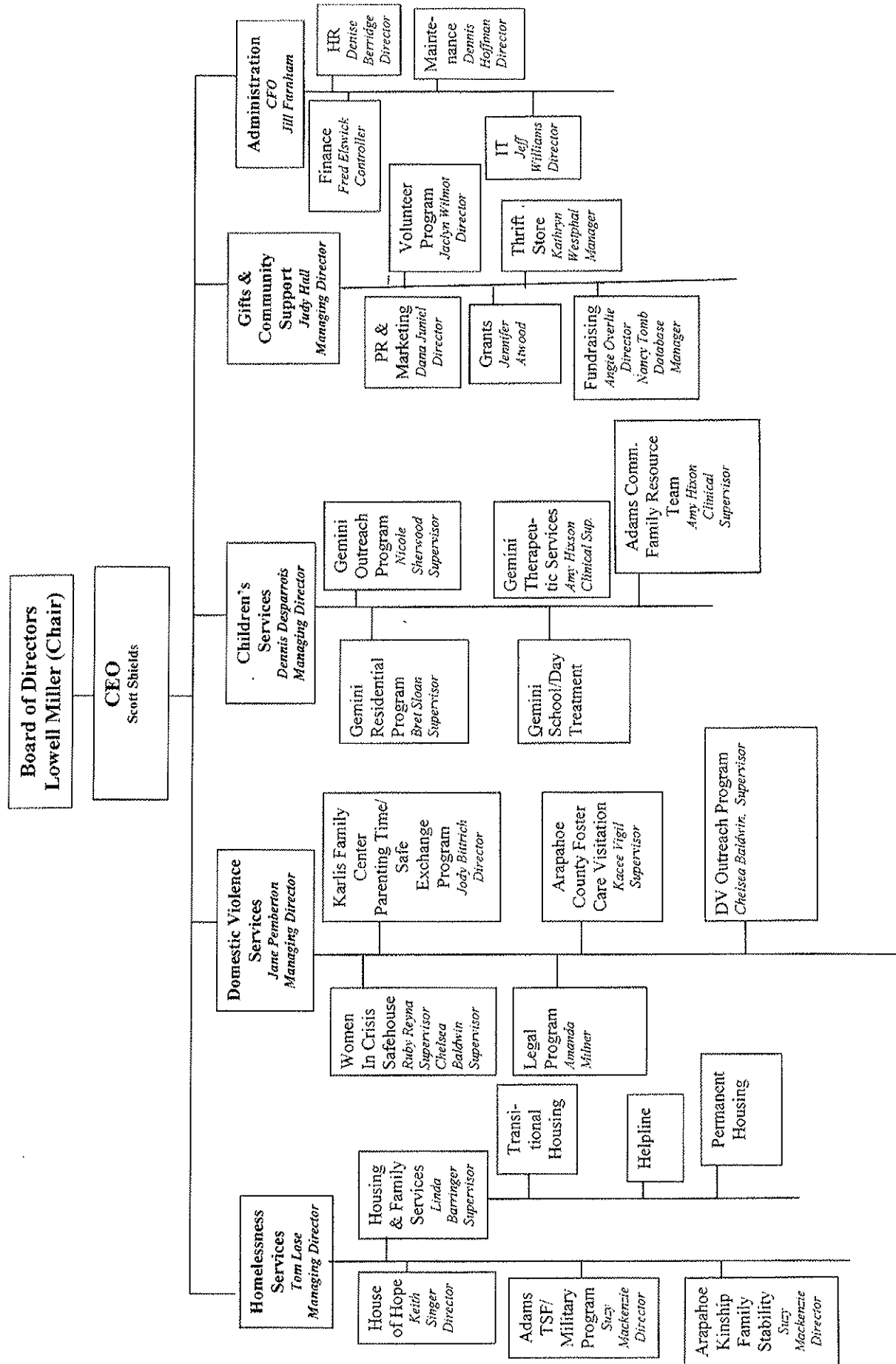
Missy Gildhouse
Contract Manager
Jefferson County Human Services
900 Jefferson County Parkway
Golden, CO 80401
303-271-8374
mgildhou@co.jefferson.co.us

Attachment 2

W-9 form

Attachment 3

Family Tree Organizational Chart



Attachment 4

Family Tree Organizational Budget

Family Tree, Inc.
2012-2013 Budget
Summary

Revenue		Expense	
HHS	203,367	Total regular salaries	3,733,823
CDBG	22,500	Total relief	85,980
HUD	789,146	Total overtime	65,349
ESG	52,000	Health/disability	336,785
SAFAH	106,161	Workers comp	52,224
RR Demo - CCH	123,833	State unemployment insurance	13,003
VAWA	92,217	Section 125 cafeteria plan	73,473
OVW	96,662	FICA	295,642
CSBG	8,000	Total salaries & benefits	4,656,279
VOA-YTP	152,703		
FEMA	54,000	Full Time Equivalent	98.0
USDA	22,000		
DVP	117,714	Contract services	103,038
Westminster	1,000	Client food	66,000
VALE	337,909	Direct client assistance	1,274,762
Misc grants - local govt	1,000	Building lease	48,000
City of Arvada	5,000	Building lease PP	2
Jefferson County	388,985	Rent	50,526
Foundations	474,000	Rent PP	2
MHUW	100,000	Utilities	95,609
Misc grants - civic/private	17,500	Maintenance/repair	14,782
Arapahoe Co - KFSP	129,000	Maintenance/repair- Property	105,543
Adams	529,306	Business insurance	38,884
Adams-client reimb	81,000	Furnishings/equipment	5,901
Arapahoe County TANF	288,200	Leased equipment	1,511
Arapahoe County Client reimbursement	54,000	Office supplies	24,516
Fees - medicaid	84,271	Household supplies	20,729
Fees - foster care	828,002	Supplies - education	6,550
Fees - KIDS Connection visits	225,000	Supplies - computer	20,333
Fees - Parenting Time Therapeutic	40,200	Printing	28,486
Fees - Parenting Time Offsite	2,400	Fees/dues/subscriptions	54,035
Fees - Court Activities	1,000	Telephone	55,899
Fees - KIDS Connection exchanges	36,000	Postage	12,217
Fees - education	119,813	Staff development	27,462
Fees - excess cost	23,854	Meetings/other staff expenses	5,306
Fees - counseling & other	4,200	Advertising	7,305
Client rent	54,000	Staff recruitment	2,848
Tenant income	27,835	Volunteer costs	10,315
Donations - Individual	381,500	Volunteer trainings	3,383
Donations - Foundation	8,500	Donor Cultivaton	5,250
Donations - Board	23,525	Board expense	2,000
Donatons - Civic	12,600	Travel	66,147
Donatons - Church	31,900	Property taxes	2,801
Donations - Corporate	142,200	Interest expense	35,991
Designations - MHUW	22,500	Maintenance indirect	(1)
Event revenue	118,000	Indirect expense admin.	4
Event expense	(22,600)	Indirect expense services	1
Store sales	300,000	Property Insurance	21,464
Campaigns	92,600	Depreciation	141,130
Dividends & Interest reinvested	15,000	Total expense	7,015,011
Interest income	18,200		
Other income	26,109	Net increase/(decrease)	(151,199)
Total revenue	6,863,812		

Attachment 6

Family Tree Sample Reports

Family Tree Caseload Report June 2012

CONTRACT YEAR 2011- 2012	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	YTD 11/12	Total 10/11	11-12 Annualized
Outreach															
1st letters	12	15	16	14	53	19	14	16	11	8	9	18	205	141	205
6-month follow-up letters	4	1	0	4	1	2	3	3	4	2	0	1	25	36	25
Total	16	16	16	18	54	21	17	19	15	10	9	19	230	177	230
Client In-Person Contacts															
Initial Home Visits	10	10	12	13	9	12	12	8	12	11	7	7	123	123	123
Reactivated Home Visits	0	2	2	0	0	0	0	0	0	1	0	0	5	6	5
Other Home Visits	0	2	0	1	1	0	0	0	0	3	0	0	7	1	7
Office Visits	8	6	3	5	5	15	4	1	4	3	4	2	60	54	60
Other In-Person Contacts	0	2	0	0	0	1	0	0	0	0	0	1	4	1	4
Total	18	22	17	19	15	28	16	9	16	18	11	10	199	185	199

Open Caseload

Adams (1st time served)	28	28	33	34	31	32	32	31	31	31	31	25	31	30
Reactivated (2nd time served)	1	3	3	3	2	1	0	0	0	1	1	0	1	1
Extended service	13	11	9	10	9	10	4	5	2	1	1	0	6	7
Total	42	42	45	47	42	43	36	36	33	33	33	25	38	38

(open July 1)

Eligibility Criteria-New Clients


Kinship (13)	7	5	4	7	4	6	6	6	4	5	4	4	4	75	75
SSI (4)	2	3	2	0	1	2	1	0	1	3	1	1	1	21	21
Kinship & SSI (0)	0	0	2	2	0	2	0	0	0	1	1	0	0	8	8
Undocumented (8)	0	1	2	1	4	2	5	2	7	2	1	2	37	38	37
Sanctioned (0)	0	1	0	0	0	0	0	0	0	0	0	0	1	0	1
Specified Caretaker (0)	0	0	1	2	0	0	0	0	0	0	0	0	3	1	3
Out-of-County CPS/Special Requests (2)	1	0	1	1	0	0	0	0	0	0	0	0	5	9	5
Total (27)	10	10	12	13	9	12	12	8	12	11	7	7	150	147	150
Open Child Welfare (Adams Co.)	4	1	1	2	0	2	0	1	1	3	1	0	16	27	16
Open Child Welfare (Other)	1	1	1	1	2	1	0	1	1	1	1	0	11	6	11
Single Parent	5	4	6	7	6	11	8	5	7	7	4	5	75	74	75
2 or more Adults	5	6	6	6	3	1	4	3	5	4	3	2	48	49	48

Average number for the reporting period

Total number for the reporting period

Family Tree Caseload Report June 2012

CONTRACT YEAR 2011- 2012	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	YTD: 11/12	Total: 10/11	11-12 Annualized
Services Provided															
Custody/Guardianship	1	1	3	1	0	1	3	5	2	1	1	0	19	29	19
Custody/Adoption Completed	0	0	0	0	0	0	0	0	0	0	1	0	1	3	1
Child Protection Reports	0	1	0	0	0	0	0	1	1	1	0	0	4	1	4
In-Kind Services (# of families)	2	12	8	1	3	15	1	3	4	7	6	6	68	26	68
Total Value In-Kind Donations	\$50	\$938	\$300	\$50	\$125	\$2,265	\$50	\$80	\$203	\$304	\$300	\$346	\$5,011	\$1,160	\$5,011
Avg. Length of Service (mos.)	3	3	2.9	2.9	2.9	2.8	3.2	3	2.7	3	3.3	2.9	3	3	3
New Extracurricular Activity	0	0	1	2	1	0	0	1	0	1	0	1	7	11	7

 Average number for the reporting period

 Total number for the reporting period

**June 2012
Services Provided
TSF Program**

Services/Referrals Provided:
Alcohol/Substance Abuse
Baby Items
Child Care*
Child Protection Referrals
Child Support
Clothing *
Custody/Guardianship
Educational *
Food
FT Adopt-A-Family
Holiday Assistance *
Household*
Housing
Immigration
Incentives *
Job
Legal *
Medical/Dental/Vision
Mental Health
Money Management
Rental Assistance
Toys
Translation
Transportation
Utilities-gas/electric
Utilities-phone/cable/water
Extracurricular Activities *
Totals:

OPEN CLIENTS

# of phone calls/requests for assistance	Total assistance (\$)	% of total assistance based on total number of requests (not families)
0	\$0	0.0%
2	\$110	2.2%
4	\$0	4.3%
0	\$0	0.0%
0	\$0	0.0%
8	\$1,000	8.6%
0	\$0	0.0%
5	\$50	5.4%
9	\$100	9.7%
0	\$0	0.0%
0	\$0	0.0%
6	\$2,530	6.5%
18	\$0	19.4%
0	\$0	0.0%
0	\$0	0.0%
2	\$0	2.2%
0	\$0	0.0%
6	\$0	6.5%
5	\$0	5.4%
0	\$0	0.0%
4	\$1,580	4.3%
0	\$0	0.0%
0	\$0	0.0%
10	\$125	10.8%
4	\$418	4.3%
1	\$0	1.1%
9	\$118	9.7%
93	\$6,031.00	100%

CLOSED CLIENTS

# of phone calls/requests for assistance	Total assistance (\$)	% of total assistance based on total number of requests (not families)
0	\$0	0.0%
1	\$0	2.1%
0	\$0	0.0%
0	\$0	0.0%
0	\$0	0.0%
2	\$0	4.3%
0	\$0	0.0%
2	\$635	4.3%
1	\$0	2.1%
0	\$0	0.0%
0	\$0	0.0%
0	\$0	0.0%
34	\$0	72.3%
0	\$0	0.0%
0	\$0	0.0%
0	\$0	0.0%
0	\$0	0.0%
1	\$192	2.1%
0	\$0	0.0%
0	\$0	0.0%
0	\$0	0.0%
0	\$0	0.0%
0	\$0	0.0%
1	\$192	2.1%
0	\$0	0.0%
0	\$0	0.0%
0	\$0	0.0%
0	\$0	0.0%
0	\$0	0.0%
1	\$0	2.1%
1	\$0	2.1%
4	\$50	8.5%
47	\$877.00	100%

* Closed clients are eligible for financial assistance in these categories only

Attachment C

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

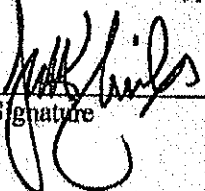
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract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

Family Tree, Inc
Company Name

8/29/2012
Date

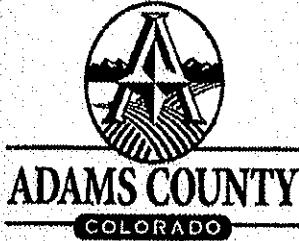
Scott Shields
Name (Print or Type)


Signature

CEO
Title

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

ATTACHMENT D



2012.156
Case Management Training Services Temporary
Assistance for Needy Families (TANF)
Stable Families 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 # 1 through Addenda # 1
(If None, Please write NONE)

<u>Family Tree, Inc</u> Company Name	<u>8/29/2012</u> Date
<u>3805 Marshall Street</u> Address	<u>[Signature]</u> Name and Signature of Authorized Person
<u>Wheat Ridge, CO 80033</u> City, State, Zip Code	<u>[Printed Name]</u> Printed Name
<u>Jefferson</u> County	<u>CEO</u> Title
<u>303-422-2133</u> Telephone	<u></u> Fax
<u>sshields@thefamilytree.org</u> E-mail Address	

EXHIBIT A

(Documents following this page of the Agreement)

Exhibits:

1. Adams County RFP 2012.156 Specifications and Statement of Service

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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) program in accordance with the Colorado Works Program Act §§ 26-2-701, et seq., C.R.S for Adams County Human Services Department (ACHSD).

The organization will provide short-term intervention for families receiving child only TANF Basic Cash Assistance (BCA). The program is an average of three (3) months per household and will seek to assure stability for families participating in either program. The goal of the project is to assist families in keeping their children in parental homes, or in the homes of relatives, and to avoid, as much as possible, out-of-home child placement..

II. SCOPE OF SERVICES:

Adams County Stable Families Program; the qualified offeror program will be required to:

- Be fully operational by December 1, 2012 with minimal disruption in the service to current BCA participants.
- The program will serve “child only” cases receiving TANF BCA. This includes specified caretaker families and parents who may be in the home, but are not eligible for BCA. Have the ability to serve an average monthly caseload of one hundred and thirty (130) new and unduplicated child only families during the program term. The program may serve approximately three hundred and fifty (350) families, including their household members for up to a total of 1,200 individuals served with partial or intermittent services.
- Make home visits to all interested families, unless the home is determined to be unsafe.
- Evaluate the stability of families and the safety of children, and identify additional needs for services and resources.
- 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 Bureau of Investigation (CBI) background, prior to working with participants in the programs.
- Provide resources or supportive assistance to meet the immediate needs of the child, and family unit to stabilize the child’s transition or place within the family including custody, guardianship, or adoption when appropriate, of children placed into the home.
- Provide case management guidance, strategies and resources to help the family reduce expenses, save income or add income into the household for the purposes of supporting the well-being of the overall family unit.
- Coding special needs payments for child only families through data entry directly into CBMS or processing checks for pending child only families.
- The program requires ability to process checks to assist clients (reimbursement may take up to 45 days after submission of invoice, reimbursement by Adams County Human Services Department (ACHSD) amount may be up to \$15,000 per month).

STATEMENT AND SCOPE OF WORK continued

- Make initial and follow-up (every six months) contact by sending letters, emails or making telephone calls to all families of “child only” cases.
- Obtain or refer families to additional community resources, which may include, but not be limited to: Food Assistance; housing or rent assistance; utilities assistance.

- Provide referrals for respite care for parents or kinship care providers, as appropriate.
- Provide or refer families to available workshops addressing issues of budget management, nutrition and other health issues, parenting adolescents, child development, family dynamics, domestic violence, child support, living wills, adoption proceedings, and low-income housing.
- Refer participants to legal services to establish guardianship, when necessary;
- Ability to serve Spanish speaking monolingual individuals.
- 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.
- Performance Measurements and Anticipated Outcomes:
- As a result of the goods and/or services provided by the program under this Agreement, the following outcomes are anticipated:
 1. 100% of families referred by ACHSD to the program who choose to participate in the program will be provided with goods or services by the program through supportive services and referrals: these include but are not limited to: certain goods for children that help benefit the child’s life such as clothing, school activity, musical instruments, sports fees and other extra-curricular activity fees, schools supplies, and furniture including beds and dressers.
 2. Enhanced stability of kinship care relationships including helping families attain custody and guardianship and increased family stability.
 3. Connect children who have not participated in an extracurricular activity to new activities.
 4. 100% of families will be informed of available resources to increase family stability
 5. 100% of families who request support will be assisted with attainment of resources and services such as but not limited to: housing assistance, childcare, food assistance, training and job placement for caretakers.

III. REPORTS

The offeror will be responsible for providing monthly reports summarizing case activity and participant’s status. The report must include, but is not limited to; a monthly statistical report card, monthly caseload spreadsheet, child only caseload demographics, supportive services summary. All reporting formats and content shall be designated by the County Human Services Project Manager. **Reference sample reports at the end of this solicitation.**

IV. 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.

V. 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. The offeror's fees for the options years will be used for evaluation and award consideration.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. CONFIDENTIAL INFORMATION-COUNTY RECORDS

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

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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

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

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.

XVIII. 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

XIX. 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 2012.156 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.

XX. 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 proposals to this solicitation must provide detailed information regarding the offeror's organization's qualifications to meet the County scope of services 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:
 - Provide program information showing at least five (5) years of experience with organization's ability to achieve favorable outcomes for the Adams County TANF program, including demonstration of prior achievement with resource connections for families, legal connections for families in need of guardianship, custody, and adoption services and family support services, home visitation ability.
 - Your organization's knowledge of Adams County child only BCA, the community in general, and other programs/organizations that can benefit Adams County BCA participants.
 - Your organization's experience with Colorado Works, CBMS data entry for child only supportive services, and knowledge of applicable state and federal laws and rules.
 - Provide a summary of organization financial statement that demonstrates the organization's ability to provide cash for supportive services payments to clients for a minimum of \$15,000 monthly, with a 45-day reimbursement pattern following the month of provision of such cash payments to clients.
 - An introduction of your organization including mission statement, history and current organizational chart.
 - Unique organizational expertise, infrastructure and resources that will add value to the program.
 - Your organization's experience with Colorado Works, provision of supportive services through checks, and knowledge of applicable state and federal laws and rules.
 - Submit Fee Schedule in the same format as Attachment C and submit with your proposal.
 - Provide overall operational budget for your entire organization.
 - Key Personnel. Provide a list of key personnel on the project along with their education, professional experience (project and dates) and their role/responsibility in the project. Indicate the number of hours each person, including the offeror's Project Manager, will be dedicated to this project and each person's role/responsibility with this project.

- Describe your organization experience managing projects with Federal funding and reporting requirements.
- At least three (3) references shall be provided for similar projects.
- A W-9 form shall be completed and returned with proposal.

Comparable Projects: A detailed description of at least one similar program providing case management services to TANF BCA participants that the organization has provided or demonstrate the organization's ability to provide the services described in "Program Description". The description should include:

1. Name, location and budget of the program
2. Experience with CBMS (special needs payment data entry)
3. Average monthly caseload size
4. Demographics and other descriptors of the population served
5. A sample of monthly reports created for the project
6. Annual outcomes produced from the program (five years of outcomes is strongly suggested), which should include:
 - i. Number of families served
 - ii. Number and types of referrals provided
 - iii. Number of resources that families served are connected to

Responsibilities of the County:

The County, through ACHSD, will provide the following services to the Offeror:

- 1) Introductory training on participant eligibility issue, and documentation requirements; approve, and fund Direct TANF expenditures for client services.
- 2) Training on computerized data systems, such as the CBMS, and the Electronic Benefits Transfer ("EBT") system.
- 3) Provide assistance, and direction on reporting specifications and metrics.

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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.

<u>CRITERIA</u>	<u>POINTS</u>
1. Offeror's ability to provide all services as defined in the scope of work, including but not limited to: the organization's knowledge of Adams County child only BCA and low- income population, the community in general, and other programs/organizations that can benefit child- only families receiving BCA. <ul style="list-style-type: none">• At least five years experience conducting services for the TANF BCA child only population and• Demonstration of the organization's ability to achieve favorable outcomes for the Adams County TANF program, including demonstration of prior achievement with resource connections for families, legal connections for families in need of guardianship, custody, and adoption services,• Ability to key special needs payments supportive services in CBMS.• Demonstrated 5 years experience in working with children and families and with child welfare reporting requirements.• Experience of key program personnel, including ability to serve Spanish speaking monolingual individuals. Experience with TANF and Colorado Works statutes, regulations, and federal reporting requirements. Ability to achieve favorable outcomes.	0-50
2. Offeror's fee structure for performing the services.	0-25
3. Organizational budget including the ability to provide services in the scope of services on a reimbursement basis; infrastructure for delivery of services, and organizational leadership.	0-25
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.

The remainder of this page left blank intentionally

**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 Expenses (show fees for a 12 month period)					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) 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
					\$0
					\$0
Total of Base Expenses:					\$186,220
Budget Item	Description	Amount			
Base Expenses (example)	Equals total of Base Expenses	\$186,220			
Tuition for Training Courses (example)	Amount in contract for training courses for clients	\$20,000			
Criminal Background Funding (example)	Amount in contract for criminal background checks	\$2,000			
Supplies (example)	Paper, toner, staples etc.	\$3,000			
Mileage (example)	Reimbursement of miles traveled for staff	\$4,000			
GED Materials (example)	Books, tests, etc.	\$2,000			
Total (example):					\$233,220