

**ADAMS COUNTY, COLORADO
SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this December 12, 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 **ARAPAHOE HOUSE**, located at 8801 Lipan Street, Thornton, Colorado 80260, 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 2012.229B as Exhibit A1** and the Contractor's responses as **Attachments A1-A5** to RFP 2012.229B attached hereto and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A5** 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 December 31, 2013, unless sooner terminated as specified elsewhere herein.

3. **PAYMENT AND PRICE SCHEDULE:** The County shall pay the Contractor for work furnished under this Agreement as outlined in **Attachments A1-A5** and the Contractor shall accept as full payment for those works, not to exceed amount of **sixty thousand dollars and no cents (\$60,000.00)** 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
 4430 South Adams County Pkwy
 4th Floor Suite C4000A
 Brighton, Colorado 80601

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

Contractor:

Floyd R. Hodge, J.D.
 Special Assistant to the Chief Executive Officer
 Arapahoe House
 8801 Lipan Street
 Thornton, Colorado 80260
 Phone: 303.412.3678
fhodge@ahinc.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.
- 10.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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 2012.229B** are reference under **Attachments A** as items 1 through 5.

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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:

ARAPAHOE HOUSE

Arthur J. Schut
Authorized Name (Print or Type)

12-27-2012
Date

Arthur J. Schut
Signature

Chief Executive officer
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
ARAPAHOE HOUSE

BOARD OF COUNTY COMMISSIONER
ADAMS COUNTY, COLORADO

By: Arthur J. Schut
Name (Print or Type)

By: [Signature]
Chair Signature

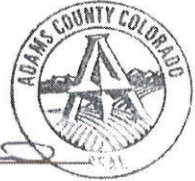
[Signature]
Authorized Signature

Date: 12.12.12

Chief Executive Officer
Title

Date: 12-27-2012

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 27 day of December, 2012

by Arthur Schut

[Signature]
Notary Public

My commission expires on: 09/24/13

ATTACHMENT A
(Documents following this page of the Agreement)

Attachments:

1. BAFO, dated November 14, 2012
2. Proposal, dated October 17, 2012
3. Contractor's Signed Certificate of Compliance for RFP 2012.229, dated October 17, 2012
4. Offeror's Statement /Signature Page for RFP 2012.229, dated October 17, 2012
5. Amendment One, dated October 15, 2012

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Arapahoe House

Help • Hope • Healing

Comprehensive Alcohol, Drug and Behavioral Health Services

8801 Lipan Street • Thornton, CO 80260 • Main 303.657.3700 • Fax: 303.657.3727 • www.arapahoehouse.org

November 14, 2012

Ms. Heidi Castel, Purchasing Agent II
Adams County
4430 South Adams County Parkway
Brighton CO 80601

Dear Ms. Castel,

This letter is to confirm that Arapahoe House can provide TANF program services to Adams County if awarded an Agreement for \$60,000.00.

Sincerely,

David Murphy
Chief Executive officer

David G. Murphy, Chief Executive Officer

Board of Directors: **Mike Butler**, President • Thomas Clark • Linda J. Daniel • Lynn Miller Doyle
• Adrienne Ruston Fitzgibbons • Michael Horton • Greg Lopez • Brandon Mencini • Ellen Miller-Brown
• Christine Powers • Marcella C. Rapp • Tom Rieger • Laura Romero • Ronald Rose • David Stevens
• Rep. Nancy Todd • Brent Westrop • Jack Fitzgibbons

Board Member Emeritus: Henry "Hank" Robinson • Lucille "Lucky" Gallagher • David Kohlwey

Arapahoe House

RFP 2012.229 Substance Abuse Services for Temporary Assistance for Needy Families (TANF)

Thursday, October 18, 2012, 4:00 p.m.

Substance Abuse Treatment Services

Organizational Experience:

Arapahoe House (AH) provides substance abuse treatment and mental health services to vulnerable individuals and families in metro Denver. Since 1975, Arapahoe House has been empowering members of our community to find help, hope and healing from drugs and alcohol. Today, we help more than 15,000 members of our community every year. With 13 locations and more than 20 specialized services, Arapahoe House is Colorado's leading nonprofit provider of affordable drug and alcohol treatment and behavioral health services. We provide substance use illness treatment for women and their children, teens, adults and families to help save and rebuild lives. The nationally recognized programs of Arapahoe House are designed to meet the unique treatment needs of our clients to help give them a greater chance of recovery.

All Arapahoe House programs are licensed by the Division of Behavioral Health and/or the Department of Human Services.

Arapahoe House has partnered with Adams County Temporary Assistance for Needy Families (TANF) for over a decade, all services are available to Adams County TANF clients who need them with locations both in Adams County and across the metro area. As clients are referred, we will partner with Adams County to ensure overall goals for each client are met. Services are a variable length of stay and will be determined based on clinical necessity, TANF guidelines and Adams County policies and procedures. Many services are family focused and aimed at increasing personal responsibility, self sufficiency and development of support systems that assist with ongoing recovery. Assessment/evaluation services as well as other additional services (specific monitoring, etc.) are available for clients as needed.

See attached organizational budget and organizational chart.

Scope of Services:

Residential Services

Adolescent Intensive Residential Treatment (StepWise) provides a sheltered, but structured, treatment environment to adolescents with mental health and substance abuse problems. An accredited on-site school is provided for clients who have not received a high school diploma or are working towards their GED in addition to job skills training services.

Adult Intensive Residential Treatment (Healing First) provides treatment in a restrictive setting to individuals whose substance use and/or co-occurring mental illness has resulted in disruption of their emotional, mental, physical or socioeconomic situation.

Aspen Center for Women provides gender specific services for pregnant/postpartum women with drug and alcohol dependence, other co-occurring issues and their dependent children. Services offered include parenting, family therapy, case management, healthcare and integrated treatment for substance dependence, mental illness and trauma related issues.

Arapahoe House

RFP 2012.229 Substance Abuse Services for Temporary Assistance for Needy Families (TANF)

Thursday, October 18, 2012, 4:00 p.m.

New Directions for Families is a comprehensive residential program serving women and their dependent children. The full array of healthcare, childcare, and vocational services is available on-site, in addition to integrated treatment of alcohol and drug dependence, mental illness, and trauma in women and their children. Transitional residential treatment is also available.

Transitional Residential Treatment (Wright Center) is designed to assist adults with substance use disorders who are at-risk of relapse without 24 hour structure and support. The program assists individuals in improving their mental and physical health, increasing employment skills, reducing legal problems, and improving overall level of functioning in relationships.

Outpatient Services

Adult Outpatient – provides individual and group counseling services for clients with specific needs and entire family focused, comprehensive treatment. Also, education and therapy groups for clients referred for a DWAI or DUI offense.

Adolescent Outpatient – An array of services for adolescents and their families who have substance abuse and co-occurring mental health problems. Services include consultation, education classes, assessment/ evaluation, individual, group, family and multi-family therapy that focus on education, treatment, and relapse prevention.

Intensive outpatient services are also available.

Adult Day Treatment is designed for those clients whose treatment in a less restrictive setting would be unlikely to result in changes in attitude and motivation sufficient to maintain abstinence from alcohol and other drugs. Clients participate in groups designed to help manage anger and other feelings without use of substances and receive education on: drugs, alcohol, the recovery process, psychiatric diagnosis, psychotropic medications, as well as the importance of compliance with these medications.

Cultural Services is designed to expand and enhance treatment services with a primary focus on providing linguistic and culturally appropriate treatment services for the Latino and D/deaf and hard of hearing populations.

DUI – Education and therapy in either Spanish, English or American Sign Language for those who have received one or more alcohol-related driving citations.

Detoxification – A non-hospital, social setting service for adults that facilitates safe withdrawal from alcohol or drugs and engages appropriate clients in further treatment.

Program Expertise and Personnel:

AH recognizes the need to provide services that are gender, age, and culturally appropriate. Arapahoe House strives to implement intake, treatment and referral services that are culturally specific and appropriate, and as possible, to hire staff members who are ethnically and

Arapahoe House

RFP 2012.229 Substance Abuse Services for Temporary Assistance for Needy Families (TANF)

Thursday, October 18, 2012, 4:00 p.m.

demographically similar to the target population in order to increase the chances of engaging and retaining clients in treatment.

Because TANF clients can receive services from all locations, it is difficult to provide information for all agency staff. Therefore, here is an example of some of the staff that may be working with TANF clients and additional information can be provided as needed. Please also refer to our organizational chart for more information (attached).

The Healing First residential program is staffed with a combination of mental health professionals and substance abuse specialists. The primary clinical staffs working on this project will have advanced degrees in behavioral health and meet the regulatory board requirements and include the following personnel:

Michael Stackpool, M.D. Dr. Stackpool is the agency's Medical Director and will provide oversight of the client medical needs and will conduct client physical exams when necessary. Dr. Stackpool is a licensed and board certified M.D., who meets the standard of practice by the states regulatory board.

Robert Ruegg, M.D. Dr. Ruegg is the agency's psychiatrist and is board certified in both psychiatry and addiction psychiatry and is available on-site Monday through Friday to conduct psychiatric evaluations, if necessary.

Angela Bornemann, LPC, CACIII is the Program Manager of the Adult Residential program. She holds a Masters degree in Community Counseling and is a Licensed Professional Counselor and a Certified Addictions Counselor Level III (CACIII). Angela has oversight of the residential program and will provide clinical and administrative oversight.

Gary Wareham, LPC, LAC is the Clinical Care Coordinator who holds a Masters Degree in Community Counseling. Mr. Wareham is a Licensed Profession Counselor and a Licensed Certified Addictions Counselor (LAC). Mr. Wareham provides both clinical and administrative supervision to counselors and support staff while coordinating the daily programming and care of clients.

Sarah Dolling, MA will be one of the Primary Counselors working with the referrals for this proposal. Ms. Dolling holds a Master's degree in Masters in Rehabilitation and Mental Health Counseling. She will be the Primary Counselor who is responsible for assessment and treatment planning and the overall care of that client. The Primary Counselor has an average caseload of 5 to 6 clients and receives bi-weekly supervision with the Clinical Care Coordinator.

Todd Bunger, MA will be one of the Primary Counselors working with the referrals for this proposal. Mr. Bunger holds a Master of Arts Clinical Mental Health Counseling and has had experience working with and running groups for probationers in the residential unit. He will be a Primary Counselor who is responsible for assessment and treatment planning and the overall care of that client. The Primary Counselor has an average caseload of 5 to 6 clients and receives bi-weekly supervision with the Clinical Care Coordinator.

Paraprofessionals: Additional staff supports the primary staff and provide continuity of care throughout the day. Paraprofessionals are used in conjunction with other professional staff that meets the requirements of this proposal. The Care Coordinator of the adult residential program also supervises paraprofessional staff. Staff serving in a clinical support role either have a state certification or are working on their state certification.

Arapahoe House

RFP 2012.229 Substance Abuse Services for Temporary Assistance for Needy Families (TANF)

Thursday, October 18, 2012, 4:00 p.m.

All AH residential programs are staffed 24/7 and meet or exceed staffing ratios as specified by DBH. During hours of therapeutic activity the client-to-counselor ratio will not exceed 10:1. During hours with no therapeutic activity the client-to-clinical staff ratio will not exceed 20:1. Additionally, at least one staff member on every shift will possess current training and certification in CPR and other First-Aid procedures.

Comparable Projects:

Arapahoe House has also partnered with Arapahoe County to serve TANF and TANF eligible clients for over a decade. Primarily these services have included family oriented services at both the New Directions for Families program in Littleton and Adolescent Outpatient program at our Aurora location, both in Arapahoe County. At present the contract is for two beds for families at NDF and is now funded by Core services. These beds are always full with TANF or TANF eligible clients most of whom are involved in child welfare as well. Post residential Continuing Care Services have been included in this contract.

New Directions for Families (NDF) is a comprehensive residential program that has the capacity to simultaneously serve 16 women and their dependent children. The maximum length-of-stay is approximately four months residential and four months continuing care, providing care for up to eight months. The program can also admit pregnant women at any point in their pregnancy; children in this program range in age from infants through 12 years. The full range of health, family planning and childcare is available on-site, in addition to integrated treatment of alcohol and drug dependence, mental illness, and trauma in women and their children. NDF is a program that focuses on self sufficiency, increasing vocational skills, job readiness and goals towards decreasing on-going dependency of the welfare system. Additionally, it offers families the opportunity to remain together keeping families intact and offering necessary services so that children can continue to be cared for by their mothers in independent living after discharge from the program.

At the last data collection for this project in 2006, NDF served a total of 70 families, 9 families were Arapahoe TANF clients and of these 9 the average length of stay was approximately 88 days. Of the total served, 41 percent of the women served reported having a 12th grade education or GED, 63 percent reported having zero (\$0) income in the 30 days prior to admission and 30 percent reported being homeless. Of the women who did not say that they were homeless, the majority were staying with family or friends prior to admission. Improvements in education, employment and housing situation are important aspects of the program and the women made progress in these and other areas as reflected in overall goal attainment data from last fiscal year that showed 75% of clients served showed high or moderate progress on their treatment goals upon discharge from the program.

See attached sample monthly report, W-9 and fee schedule.

Arapahoe House
RFP 2012.229 Substance Abuse Services for Temporary Assistance for Needy Families (TANF)
Thursday, October 18, 2012, 4:00 p.m.

References:

Mike Tessean
Problem Solving Court Coordinator
Eighteenth Judicial District
7305 Potomac St.
Centennial CO. 80112
(970) 388-2908

Jeffery A. Otto
Probation Supervisor
Eighteenth Judicial Probation Department
1610 W. Littleton Blvd.
Littleton, CO 80120
(303) 794-4890 Ext. 101

Melinda Montante-Pooler, MSW
Core Services Coordinator/ Contract Manager
Arapahoe County Children, Youth and Family Services
14980 E. Alameda Drive, Aurora, CO 8001
(303) 636-1453

Arapahoe House Budget
Fiscal Year Ending June 30, 2013

SUPPORT AND REVENUE:

Client & Third Party Fees	\$6,927,819
Governmental Grants and Awards	874,510
Contractual Revenue	11,500,816
Other	64,101
Non-Cash Revenue	_____

Total Support and Revenue **19,367,245**

EXPENSES:

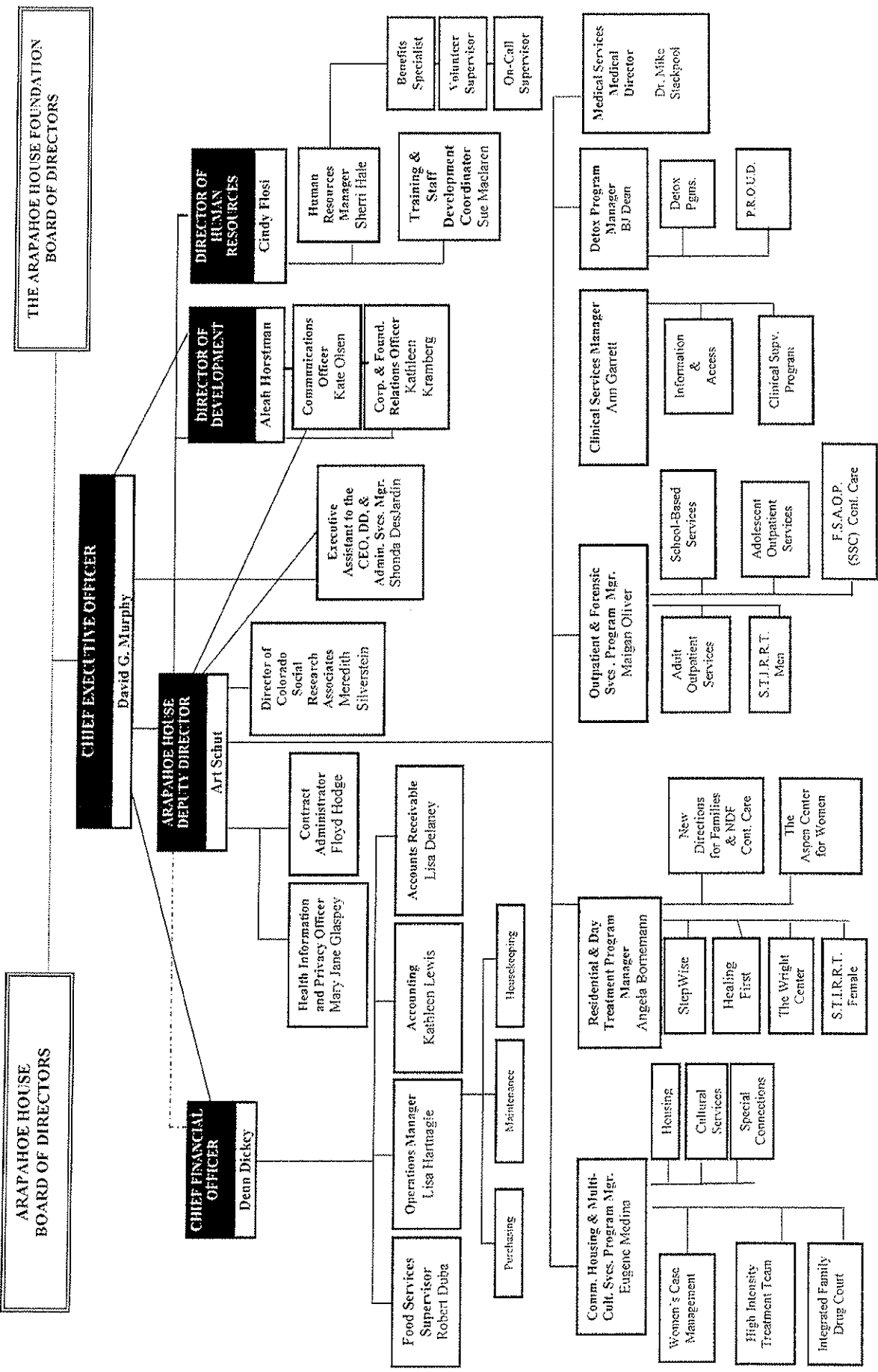
Salaries & Wages	11,814,936
Employee Benefits	2,663,403
Contract Personal Services	714,703
Direct Client Related Expenses	1,025,108
Travel Expense	287,366
Public Relations & Advertising	71,222
Printing & Copying	91,539
Business Related Expenses	1,257,508
Facility Expenses	2,398,593
Other Expenses	41,622
Non-Cash Expenses	_____

Total Expenses **20,366,000**

Operating Income **(998,755)**

AHF Donations	737,228
Investment Income	269,000

Budgetary Income **\$ 7,473**





Arapahoe House

DEPARTMENT OF SOCIAL / HUMAN SERVICES
Child Welfare Clients - Monthly Report

County _____

DSS Caseworker _____

Treatment Agency _____

Program _____

Client's Name _____

Household No. _____

Counselor _____

Month & Year of Report _____

If Residential / Day Treatment, Date of Admission _____

No. of Days Attended this Month _____

If Outpatient Treatment, Please Complete the Following:

Table with 5 columns: Dates of Sessions, Individual, Family, Group, Case Mgmt. and multiple rows for data entry.

Client Monitoring: (UA's, Patches, Antabuse, BAL)

Type _____ How many scheduled this month? _____

Table with 3 columns: Date, Type, Substance. Header: If Any Missed/Positive Results, Please List Date, Type and Substance(s).

Progress in Treatment (Indicate by Number): 1 No Progress, 2 Minimal Progress, 3 Moderate Progress, 4 Good Progress, 5 Excellent Progress

Table with 3 columns: Treatment Goal Number, Treatment Goal, Progress. Rows for Treatment Goal #1, #2, #3.

Additional Comments Regarding Client's Progress: _____

Contempt citation recommended for non-compliance :

Yes [] or No []

Counselor Signature _____

Supervisor's Initials _____ Date / /

Date / /

Request for Taxpayer Identification Number and Certification

Give form to the
requestor. Do NOT
Send to the IRS.

Please print or type	Name (If a joint or you changed your name, see Specific Instructions on page 2.)						
	Arapahoe House, Inc.						
	Business name, if different from above. (See Specific Instructions on page 2.)						
	Check appropriate box:	<input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other >					
		<input type="checkbox"/> Exempt from backup withholding					
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)					
8801 Lipan Street							
City, state, and ZIP code							
Thornton, CO 80260-4912							
Taxpayer Identification Number (TIN)		List account number(s) here (optional)					
Enter your TIN in the appropriate box. For Individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2. Note: If the account is in more than one name, See the chart on page 2 for guidelines on whose Number to enter.							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> </td> </tr> <tr> <td style="text-align: center;">OR</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">8 4 0 7 0 5 4 9 5</td> </tr> </table>		Social security number		OR	Employer identification number	8 4 0 7 0 5 4 9 5	For Payees Exempt From Backup Withholding (See the Instructions on page 2.)
Social security number							
OR							
Employer identification number							
8 4 0 7 0 5 4 9 5							
		> EXEMPT – Corporation/Nonprofit					
Certification							
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. Certification Instructions. – You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN> (See the instructions on page 2.)							
Sign Here	Signature >	Date > 10/17/12					
	Accounts Payable						

Purpose of Form. – A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requestor) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form. If it is substantially similar to this Form W-9.

What is Backup Withholding? – Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding.

Include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requestor your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requestor, or
- The IRS tells the requestor that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requestor that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III Instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II Instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to Furnish TIN. – If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for False Information With Respect to Withholding. – If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information. – Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. – If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

**ATTACHMENT C
FEE SCHEDULE FOR SUBSTANCE ABUSE PROVIDERS ONLY**

Residential Treatment (including detoxification)		
Social Detox	Including room, board, and routine services	\$ 240 a day
Emergency Treatment Unit		<i>same as above</i>
Adult Rehab		\$ 210 a day
Adolescent Rehab		\$ 210 a day
Day Treatment Half day		\$ 150 a day
Day Treatment Full Day		\$ 150 a day
History and Physical		\$99
Physician Services		\$132 an hour
Psychiatric Exam		\$132 an hour
Medications (Rx)		<i>cost + 10%</i>
Laboratory Services (Each)		
Adult Rehab with children staying with parent in facility		\$210 a day
Transitional Residential Treatment		\$80 a day
Outpatient Treatment		
Evaluation (Individual or Family)		\$104
Intake		<i>n/a</i>
Group Session		\$35 an hour
Group Education		
Individual Therapy		\$57 an hour
Family Therapy		\$53 an hour
Urine Screen (Negative)		\$15
Urine Screen (Positive)		\$15
Antabuse Monitoring		\$15 per month
Breathalyzer		\$3
Antabuse Physical		\$99
Drug Screen		\$48 (Patch)
GCMS (re-test for positive urine screen)		\$14 Per Drug
Bad Check		<i>n/a</i>
Adolescent Residential Deposit		\$630
Adult Residential Deposit		\$630
Residential Treatment (including detoxification)		
Social Detox	Including room, board, and routine services	
Emergency Treatment Unit		
Adult Rehab		
Adolescent Rehab		
Day Treatment Half day		
Day Treatment Full Day		
History and Physical		
Physician Services		
Psychiatric Exam		
Medications (Rx)		
Laboratory Services (Each)		
Adult Rehab with children staying with parent in facility		
Transitional Residential Treatment		
Outpatient Treatment		
Evaluation (Individual or Family)		
Intake		
Group Session		
Group Education		

Attachment D

OFFEROR'S CERTIFICATION OF COMPLIANCE

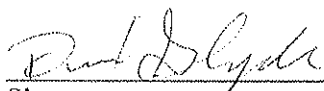
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract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

OFFEROR:

Arapahoe House
Company Name

10/17/12
Date

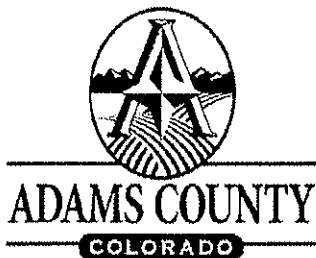
David G. Murphy
Name (Print or Type)


Signature

Chief Executive Officer
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 E



2012.229
**Pregnancy, Prevention Health, and Substance Abuse Services for
Temporary Assistance for Needy Families (TANF)**

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 # _____ through Addenda # _____
(If None, Please write NONE)

Arapahoe House
Company Name

8801 Lipan Street
Address

Thornton, CO 80260
City, State, Zip Code

Adams
County

303 412-3682
Telephone

dmurphy@ahinc.org
E-mail Address

10/17/12
Date

David G. Murphy
Name and Signature of Authorized Person

David G. Murphy
Printed Name

Chief Executive Officer
Title

303 657-3727
Fax



ADDENDUM OF SOLICITATION

SOLICITATION NUMBER: 2012.229
SOLICITATION DATE: Friday, September 28, 2012
DESCRIPTION: Pregnancy Prevention, Health, and Substance Abuse Services for Temporary Assistance for Needy Families (TANF)
ADDENDUM NUMBER: One (1)
ADDENDUM DATE: October 15, 2012

The hour and date specified for receipt of RFP 2012.229[] 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 2012.229 on Thursday, October 3, 2012:

QUESTIONS AND ANSWERS:

- Q1. Our company currently provides only outpatient services. Is it a requirement that a single vendor have the ability to provide inpatient and outpatient services?
A1: **Yes. The offeror will be required to provide inpatient and outpatient services.**
- Q2. On page three of the solicitation it states that substance abuse providers complete the fee schedule page only for the proposal. If responding to only the substance abuse section does section XXI proposal preparation instructions on page 14 need to be completed as well
A2: **Yes. However, you will not need to complete the fee schedule Attachment C.**
- Q3. We provide other human services to low income families in Adams County. Is it a requirement that we have 5 years experience providing specific treatment services to low income families?
A3: **Yes, the Offeror must meet the requirements of the scope of services and must be able to provide references for the services for at least five (5) years.**
- Q4. Who is the current Substance Treatment provider?
A4: **The County Human Services Department is currently contracted with Arapahoe House for these services.**
- Q5: What is the current fee rate for group and individual treatment?
A5: **The offeror must submit their fees to provide the services per the solicitation specifications.**

- Q6. On page 14, it states that the county will conduct a debriefing regarding this solicitation. Would this debriefing take place prior to the proposal being awarded? Please provide contact information...
- A6: Yes, the County Purchasing Department would be happy to provide a debriefing to the offerors. Once the offeror's received an unsuccessful letter with all information and Procurement contact, then an appointment to meet to discuss the offerors submitted proposal strengths, and weakness that were identified from the evaluation process; not before.**
- Q7. An RFP opening will occur October 18, 2012 at 4:00 pm. How will offerors be notified of all proposals that are submitted?
- A7: The RFP process in not formal; the opening will consist of only the name(s) of the Agencies who submitted a proposal will be announced on 10/18 at 4:00 p.m. If you are interested in getting the names of the agencies, you can call Purchasing the next day.**
- Q8. On what date will the responses to the proposal questions be posted for review?
- A8: All questions will is issued by an Addendum and uploaded to Rocky Mountain E-Procurement prior to the solicitation due date.**
- Q9. I am writing in regards to the Adams County Request for Proposal 2012.229. I have been reviewing the requirements necessary for completing the proposal and had several questions. Section XXI, sub-point 3.) states that organizations must provide information about location or service area. Do we need to provide a list of the schools and churches we serve or Memorandums of Understanding? If we must provide MOUs, are they included in the ten page limit for the proposal?
- A9: NO. The offeror will need to include the MOUs in their submitted proposal.. Offeror can list them.**
- Q10. Section XXI, sub-point 5.) states that organizations must include at least three references for similar projects. Are we required to get letters of reference from the schools or churches we serve, and if so do those letters of reference count towards the ten page limit of the proposal?
- A10: No reference letters are needed just provide three reference names you currently are providing the services identified in this RFP scope of work.**

B. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Purchasing Services

EXHIBITA

(Documents following this page of the Agreement)

Exhibits:

1. Adams County RFP 2012.229 Specifications and Statement of Service

The remainder of this page left blank intentionally

EXHIBIT A1

REQUEST FOR PROPOSAL
2012.229

**Pregnancy Prevention, Health, and Substance
Abuse Services for
Temporary Assistance for Needy Families
(TANF)**

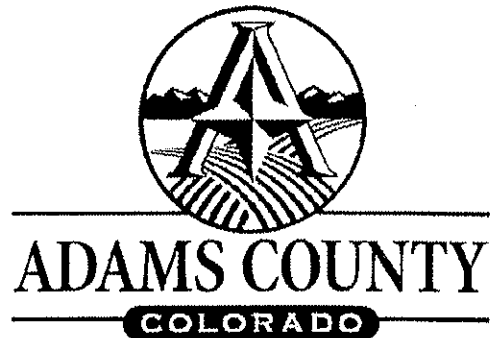
RFP Issuance Date: Friday, September 28, 2012

RFP Questions Due: Thursday, October 4, 2012
at 4:00 p.m.

RFP Opening Date: Thursday, October 18, 2012

RFP Opening Time: 4:00 p.m.

RFP Opening Place: Adams County Administration Bldg.
4430 South Adams County Parkway,
4th Floor, Purchasing Department
Brighton, Colorado 80601



THE RFP OPENING WILL ONLY ANNOUNCE THE NAMES OF THE OFFERORS WHO SUBMITTED A PROPOSAL. ALL OFFERORS WILL BE NOTIFIED IF THERE ARE ANY QUESTIONS WITH THEIR RESPONSE. ALL OFFERORS WILL BE NOTIFIED OF THE AWARDED CONTRACTOR.

STATEMENT AND SCOPE OF SERVICE

I. STATEMENT OF SERVICES:

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of qualified organizations to assist Adams County Government in serving TANF, who are low-income and in need of services in accordance with the Colorado Works Program Act §§ 26-2-701, et seq., C.R.S. for Adams County Human Services Department (ACHSD). ACHSD is looking for providers who will deliver an array of health and education programs to TANF eligible families including substance abuse prevention and treatment services (which includes inpatient drug treatment), pregnancy prevention services through nurse home visitation programs, and in-school health education and youth character development programs aimed at pregnancy prevention.

Offerors may respond to one or more of the goals:

1. **Nurse Home Visit Program:** To improve the health and life-course of low-income mothers and their children, through nurse home visit consultation and support to mothers who are clients of ACHSD (either TANF Basic Cash Assistance clients and/or Child Welfare clients), or who are low-income and may benefit from nurse home visitation program services.
 - To improve pregnancy outcomes by helping women practice sound health-related behaviors
 - To improve child health and development by helping parents improve parenting skills.
2. **School based Pregnancy Prevention:** To reduce high-risk behaviors among teenagers, such as drug and alcohol use and sexual activity, through school based curriculum conducted at multiple school sites throughout the county.
3. **School Based Clinics:** To provide education by health care professionals concerning adolescent high-risk behaviors, teenage pregnancy prevention (including making positive choices and abstinence), building self-esteem, and prenatal education including the importance of immunizations. The Offeror may also educate families on other preventative health topics such as the use of car seats and seat belts, the value of proper diet and exercise, and the dangers of smoking.
4. **Substance Abuse Treatment Services:** Inpatient and outpatient drug rehabilitation services.

II. SCOPE OF SERVICES:

All qualified offerors' programs will be required to be fully operational by January 1, 2013 and address one or more of the following:

- Provide prenatal and postnatal counseling, including emphasis in family planning and early childhood development.
- Provide school-based pregnancy prevention education, including addressing related high-risk behaviors such as drug and alcohol use.
- Provide pregnancy education and referrals at a school-based clinic or in schools.
- Provide inpatient and outpatient drug rehabilitation services and demonstrate expertise in substance abuse treatment.

STATEMENT AND SCOPE OF WORK continued

Option 1. Nurse Home Visit Program

The Offeror must have at least five years experience providing nurse visitation programs. The nurse home visit intervention services will focus on prenatal and postnatal care, parenting education and support for TANF participants referred to the Offeror by ACHSD staff or contractors. Through the program, participating clients will:

1. Increase participation in preventive health care services, including family planning services
2. Increase participation in prenatal clinic visits and compliance with core provider recommendations
3. Increase participation in school or work, as appropriate
4. Reduce incidence of having child abuse/neglect reports filed against them
5. Increase attachment with their new baby
6. Strengthen their parenting skills
7. Receive education and support while moving toward self-sufficiency.

The Offeror will perform and provide the following services to clients referred into the program. The Offeror will serve individual clients for a minimum period of three months and up to a maximum of two years. Pregnancy prevention services will be delivered to an average of 70 low-income mothers per month through a nurse home visitation program that provides information on prenatal and postnatal care as well as early childhood education. Nurse home visits will be conducted weekly for individual participants during the first month of the program and bi-weekly thereafter.

The clients served through this program will include:

Women who have had a child/children placed in custody of ACHSD through the child welfare system and are now pregnant again.

- Pregnant Teens.
- Non-pregnant, parenting teens.
- Pregnant teens who have an active case in the ACHSD child welfare system or mothers referred by the ACHSD Child Welfare Division.
- Low-income women who are over 28 weeks pregnant with or without other children.

The following are additional expectations of the program:

When providing parenting education during a nurse home visit, teaching module-training materials shall be provided to families including but not limited to, books for the mother and child as well as educational toys.

1. Interpreters shall be provided to assist in serving monolingual Spanish speaking clients and families.
2. Appropriate consultation will occur between the nurse, ACHSD and partner agencies staff.
3. Nurses will provide clients with referrals to community resources as appropriate.
4. The offeror will provide at least 75 health education classes per year to ACHSD contractors who serve TANF eligible clients, and other community agencies. Topics will be related to birth control, STD, and parenting.

STATEMENT AND SCOPE OF WORK continued

Option 2. School-based Pregnancy Prevention

The Offeror will provide education for students in multiple Adams County school districts and other community agencies to reduce high risk behaviors such as premarital sexual activity, tobacco use and other drug abuse. The educational program should include character building education and a mentoring component. The Offeror shall provide curriculum materials that promote abstinence as well as address topics such as high-risk behaviors, communication skills, conflict resolution, goal setting, critical thinking about life choices, healthy relationships and assertiveness.

The Offeror should have relationships with at least five Adams County schools in two or more districts and have at least five years experience serving Adams County youth. The Offeror will provide training to the following groups of people who interact with teens, so that these individuals can increase their effectiveness in delivering pregnancy prevention messages to teens:

- Teachers, so that they can train teens in classroom settings or to community professionals such as doctors, nurses, youth pastors who will use the training materials in school assemblies, religious organizations, and community settings such but not limited to Quinceañera programs, Teen mentors who work with younger teens, and parents.
- The offeror is expected to serve approximately 4,000 students and 40 teachers and at least three churches or other community organizations.

Option 3. School Based Health Clinics

The Offeror must have at least five years of experience offering health services to teens in a school based setting. The Offeror shall have relationships within the Adams County school system. The Offeror's program shall be aimed at preventing negative health outcomes among teens through education provided by health care professionals in schools. Topics included in the health education program should address adolescent high-risk behaviors, teenage pregnancy prevention, positive choices including abstinence, and building self-esteem. For teens who are pregnant or who already have a child, the program shall deliver prenatal education including the importance of immunizations. The Offeror may also provide education on the importance of using car seats and seat belts, the value of proper diet and exercise, and the dangers of smoking.

The offeror is expected to serve approximately 4,000 individuals largely comprised of students which includes physical health and mental health appointments.

Option 4. Substance Abuse Services Provision

Substance Abuse Providers COMPLETE Fee Schedule Page ONLY for proposal

The purpose of the substance abuse provider program will be to assist up to 12 TANF participants with substance abuse problems to:

- Eliminate and recover from substance abuse;
- Improve family functioning and parenting skills;
- Improve mental health;
- Arrange for safe housing; and
- Provide drug screening.

STATEMENT AND SCOPE OF WORK continued

All substance abuse services shall be delivered to TANF participants upon referrals from ACHSD TANF Contract staff or contractors. Substance Abuse Treatment services are to be provided in outpatient and residential settings. These services will focus on enhancing personal responsibility and self-sufficiency along with developing support systems for ongoing recovery. The duration of services may extend up to four (4) months of treatment for New Directions and an additional eight (8) weeks continuing care.

The Offeror is also expected to offer Family Functioning Mental Health services to TANF participants that address parenting skills and provide family therapy. These services should be designed to address the issues for families exposed to substance abuse. Education on the effects of maternal substance abuse and the interaction of violence and substance abuse are to be addressed in these sessions.

Other Services shall be offered to TANF participants based on their individual needs such as: Social Detoxification, Emergency Treatment Unit, Adult and Adolescent Rehabilitation, Day Treatment, Physician Services, Psychiatric Exams, Medications, Laboratory Services, Room and Board for TANF participants and their children while the mother is undergoing substance abuse treatment, Individual or Family Evaluation, Group Therapy and Education, Individual or Family Therapy, Urine Screening, Antabuse Physicals and Monitoring, and Breathalyzer Screenings.

The Offeror must have at least five years of experience providing substance abuse prevention and treatment services. The Offeror shall provide an available CACII counselor for evaluation and referrals for treatment, as authorized by ACHSD in the timeline coordinated by ACHSD and the offeror.

All qualified offerors' programs will be required to:

- Have at least five years experience serving Adams County low-income families.
- Understand the TANF federal statutes and regulations, Colorado Works statutes and regulations and abide by Adams County policies and procedures and ethics policy.
- Understand ACHSD child welfare reporting requirements.
- Have at least five years history serving low-income families with similar services
- Understand Adams County community resources and how to access them.
- Cooperate with Adams County staff and contracted programs to help families receive needed and timely services.
- Be responsible to for providing outstanding customer service to the participants and ACHSD staff.
- Treat participants from an advocate perspective and philosophy.
- Review for the employees assigned to this project the criminal background investigation (CBI) report for negative information, such as a criminal history, discrepancies between what an applicant claims and what is reported by schools, prior employers, etc. The Offeror will compare the criminal history to the applicant's job qualifications in order to evaluate the applicant's ability to do the designated job, and to ensure that the public, the County, fellow employees, and families served in the program are safe and protected from harm. The period for state CBI's is five years; if the applicant has lived out of state prior to five years then a nationwide CBI should be conducted.

STATEMENT AND SCOPE OF WORK continued

- 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. These costs are to be included in the total cost of this program.

III. REPORTS:

The offeror will be responsible for submitting and coordinating with the County Project Manager monthly reports summarizing the results of intervention and services provided to families. The format and content areas of the report will be provided by ACHSD. Reports shall include, but not be limited to, the number of families served and types of services provided including number of individuals served and types of services provided. All reporting formats, due dates, and content shall be designated by the County Project Manager.

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.

VI. CONFIDENTIALITY

Both parties acknowledge that information obtained and exchanged about clients in the performance of this contract is confidential. Both parties will protect all confidential information pursuant to the requirements of state and federal law. Both parties acknowledge that release of this information is subject to the requirements of federal and state law.

VII. 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.

VIII. FEE SCHEDULE

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

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

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

XV. INDEPENDENT CONTRACTOR. Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither Offeror nor any agent or employee of Offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Offeror or any of its agents or employees. Unemployment insurance benefits will be available to Offeror and its employees and agents only if such coverage is made available by Offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Offeror shall not have authorization, express or implied, to bind the County to any contract, liability or understanding, except as expressly set forth in the agreement. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

XVI. INSURANCE

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

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

- 3) Comprehensive Automobile Liability, in the amount not less than \$1,000,000 dollars minimum combined coverage.
- 4) Employers Liability and Workers' Compensation. The offeror shall secure and maintain employer's liability and Workers' Compensation Insurance in compliance with the laws of the State of Colorado to protect them against any and all claims resulting from injuries to and death of workers engaged in work.
- 5) Professional Liability, offeror shall maintain Professional Liability (sometimes referred to as errors and omissions insurance) in amounts not less than \$500,000 dollars.
- 6) All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 7) Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 8) The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 9) The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the offeror.
- 10) If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the offeror shall promptly obtain a new policy, submit the same to the Purchasing Department of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the offeror to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the offeror in obtaining and/or maintaining any required insurance shall not relieve the offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the offeror concerning indemnification.

XVII. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Offeror shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

The Offeror shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-

17.5-102(5)) on the attached certification. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under this public agreement for services.

The Offeror shall not enter into a contract with a subcontractor that fails to certify to the Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public agreement for services.

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

The offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public agreement for services is being performed.

If the offeror obtains actual knowledge that a subcontractor performing work under the public agreement for services knowingly employs or contracts with an illegal alien, the offeror shall: notify the subcontractor and the County within three days that the bidder has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the offeror shall not terminate the agreement with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The offeror shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

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

XVIII. SUPPLEMENTAL FEDERAL PROVISIONS

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

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

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

- 1.1.1. **“Award”** means an award of Federal Financial assistance that a non-Federal Entity receives or administers in the form of:
- 1.1.2. Grants,
- 1.1.3. Contracts,
- 1.1.4. Cooperative agreements (which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710a)),
- 1.1.5. Loans,
- 1.1.6. Loan Guarantees,
- 1.1.7. Subsidies,
- 1.1.8. Insurance,
- 1.1.9. Food commodities,
- 1.1.10. Direct appropriations, or
- 1.1.11. Other financial assistance transactions that authorize the non-Federal Entities’ expenditure of Federal Funds.

Award does *not* include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money, even if the award is called a grant;
 - 1.1.14. Any classified award; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Pub. L. 111-5).
- 1.2. **“Central Contractor Registration (CCR)”** means the Federal repository into which an Entity must provide information required for the conduct of business as a recipient.
 - 1.3. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
 - 1.4. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.4.1. A governmental organization, which is a State, local government, or Indian Tribe,
 - 1.4.2. A foreign public entity,
 - 1.4.3. A domestic or foreign non-profit organization,
 - 1.4.4. A domestic or foreign for-profit organization, and
 - 1.4.5. A Federal Agency, but only a subrecipient under an award or subaward to a non-Federal entity.
 - 1.5. **“Subaward”** means a legal instrument to provide support for the performance of any portion of the substantive project or program funded by federal funds to a Prime Recipient that a Prime Recipient awards to a Subrecipient.
 - 1.6. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all award types in §1.1.
 - 1.7. **“Contractor”** means the party or parties to the Contract other than the Prime Recipient and includes a grantee, subgrantee, Subrecipient, or a borrower. For purposes of FFATA reporting, Contractor is either a Subrecipient or a Vendor under this Contract.

- 1.8. “**FFATA**” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). Also referred to as the “Transparency Act.”
- 1.9. “**Prime Recipient**” means a Colorado State Agency or Institution of Higher Education that receives federal funds directly from a Federal Agency in the form of an award in §1.1.
- 1.10. “**Subrecipient**” means a non-Federal Entity receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.11. “**Supplemental Provisions**” means these Supplemental Provisions for Contracts, Grants, and Purchase Orders using Federal funds except those funds provided under the American Recovery and Reinvestment Act of 2009, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado Agency or Institution of Higher Education.
- 1.12. “**Total Compensation**” means the cash and noncash dollar value earned by the executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following,
 - 1.12.1. Salary and bonus,
 - 1.12.2. Awards of stock, stock options, and stock appreciation rights. This amount shall equal the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments,
 - 1.12.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees,
 - 1.12.4. Change in pension value, this amount shall equal the change in present value of defined benefit and actuarial pension plans,
 - 1.12.5. Above-market earnings on deferred compensation which is not tax-qualified, and
 - 1.12.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

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

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

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

XX. Format

Offeror must submit sealed proposal in **one (1) original** and four (4) 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, October 18 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 2012.229 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 to 720.523.6058, emailed to hcasteel@adcogov.org or sent by U.S. Mail until the close of business on or before Thursday, October 18, 2012.

Debriefing

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

XXI. PROPOSAL PREPARATION INSTRUCTIONS

Proposal should not exceed ten (10) pages, excluding the solicitation required signed pages. Submit only on single sided, single column typed 8.5" x 11" size. The page count limitation applies to the actual technical proposal contained in the submittal. The only exceptions to the page count are the front and back cover and appendices. There is a minimum twelve (12) point font requirement for the basic text of the entire proposal submittal. Any charts, graphs, table of organizations, etc., must be of readable size. Appendices can be used.

- 1) Qualifications: All offeror's to this solicitation must provide detailed information regarding their organization's qualifications to meet the County scope of work for this project.
- 2) Responses: Qualifications and experience will be primary consideration for the award of this solicitation. Please provide responses in the below order and make sure your agency addresses each of the following in your proposal.
- 3) Organizational Experience:
 - Summary of organizational budget.
 - An introduction of your organization including mission statement, history and current organizational chart.
 - Unique organizational expertise, infrastructure and resources that will add value to the program.
 - Project location or service area
 - Your organization's experience and capacity to provide the services that are described in the proposal and in the Scope of Work.

4) Program Expertise and Personnel:

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

5) Comparable Projects:

A detailed description of at least one similar program providing services described in the Scope of Work. The description should include:

- Name, location and budget of the program
- Experience providing services described in the Scope of Work
- Average monthly caseload size, individuals and/or families counseled, or served, types of services provided and other metrics which describe the breadth of the program
- Demographics and other descriptors of the population served
- A sample of monthly reports created for the project
- Annual outcomes produced from the program (five years of outcomes is strongly suggested)
- Submit Fee Schedule in the same format as Attachment B and submit with your proposal.
- At least three (3) references shall be provided for similar projects.
- A W-9 form shall be completed and returned with proposal.

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XXII. 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 Service, Experience and knowledge of working with low-income mothers or youth. Experience and education of key staff. Understanding of child welfare reporting requirements.	0-50
2. Offeror's fee structure for performing the services.	0-25
3. Organizational budget including ability to provide services on a reimbursement basis as described in the scope of service, infrastructure for delivery of services, and organizational leadership.	0-25
Total	100

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**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.

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**ATTACHMENT C
FEE SCHEDULE FOR SUBSTANCE ABUSE PROVIDERS ONLY**

Residential Treatment (including detoxification)		
Social Detox	Including room, board, and routine services	
Emergency Treatment Unit		
Adult Rehab		
Adolescent Rehab		
Day Treatment Half day		
Day Treatment Full Day		
History and Physical		
Physician Services		
Psychiatric Exam		
Medications (Rx)		
Laboratory Services (Each)		
Adult Rehab with children staying with parent in facility		
Transitional Residential Treatment		
Outpatient Treatment		
Evaluation (Individual or Family)		
Intake		
Group Session		
Group Education		
Individual Therapy		
Family Therapy		
Urine Screen (Negative)		
Urine Screen (Positive)		
Antabuse Monitoring		
Breathalyzer		
Antabuse Physical		
Drug Screen		
GCMS (re-test for positive urine screen)		
Bad Check		
Adolescent Residential Deposit		
Adult Residential Deposit		
Residential Treatment (including detoxification)		
Social Detox	Including room, board, and routine services	
Emergency Treatment Unit		
Adult Rehab		
Adolescent Rehab		
Day Treatment Half day		
Day Treatment Full Day		
History and Physical		
Physician Services		
Psychiatric Exam		
Medications (Rx)		
Laboratory Services (Each)		
Adult Rehab with children staying with parent in facility		
Transitional Residential Treatment		
Outpatient Treatment		
Evaluation (Individual or Family)		
Intake		
Group Session		
Group Education		

Individual Therapy	
Family Therapy	
Urine Screen (Negative)	
Urine Screen (Positive)	
Antabuse Monitoring	
Breathalyzer	
Antabuse Physical	
Drug Screen	
GCMS (re-test for positive urine screen)	
Bad Check	
Adolescent Residential Deposit	
Adult Residential Deposit	

Attachment C 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 work 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