

**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 **TRI-COUNTY HEALTH DEPARTMENT** located at 6162 S. Willow Drive #100, Greenwood Village, Colorado 80111, 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 2012.227 as Exhibit A1** and the Contractor's responses as **Attachments A1-A4** to RFP 2012.227 attached hereto and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A4** 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 *be* 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-A4** and the Contractor shall accept as full payment for those works, not to exceed amount of **one hundred one thousand, four hundred twenty-two dollars and no cents (\$101,422.00)** 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, *subject to the limitations set forth in the Colorado Governmental Immunity Act.*
7. **INSURANCE:** If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act ("Act") §§ 24-10-101, et seq., C.R.S., as amended, the Contractor shall at all times during the term of this Contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the County, the Contractor shall show proof of such insurance and proof of workers compensation insurance coverage as required by Colorado Statutes.
  - 7.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

- 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: *Not applicable*
- 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:** *Either party* 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 *to the current knowledge and belief of the Contractor* 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. Governmental Immunity: *All activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement, and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.*
- 9.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that 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](mailto:STenEyck@adcogov.org)

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

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

**Contractor:**

Jean North  
 Director of Nursing  
 Tri-County Health Department  
 6162 S. Willow Drive, #100  
 Greenwood Village, Colorado 80111  
 Phone: 303.220.9200  
[jnorth@tchd.org](mailto:jnorth@tchd.org)

Richard L. Vogt, M.D.  
 Executive Director  
 Tri-County Health Department  
 6162 S. Willow Drive, #100  
 Greenwood Village, Colorado 80111  
 Phone: 303.220.9200  
[rvogt@tchd.org](mailto:rvogt@tchd.org)

- 9.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 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.
- 9.10. 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. All forms that were required for **RFP 2012.227** are reference under **Attachments A** as items 1 through 4.

The remainder of this page left blank intentionally

Signature Page

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

CONTRACTOR  
TRI-COUNTY HEALTH  
DEPARTMENT

By: RICHARD VOAT  
Name (Print or Type)

Ralph C. Voat MD  
Authorized Signature

EXECUTIVE DIRECTOR  
Title

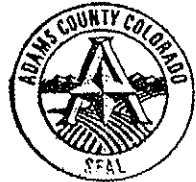
Date: 12/27/12

BOARD OF COUNTY COMMISSIONER  
ADAMS COUNTY, COLORADO

By: [Signature]  
Chair Signature

Date: 12-12-12

ATTEST:  
Karen Long  
Clerk and Recorder



[Signature]  
Deputy Clerk Signature

APPROVED AS TO FORM:  
Adams County Attorney's Office

By: [Signature]  
Attorney Signature

Notary: *Not Applicable*

**ATTACHMENT A**  
(Documents following this page of the Agreement)

**Attachments:**

1. Proposal, dated October 18, 2012
2. Contractor's Signed Certificate of Compliance for RFP 2012.227, dated October 18, 2012
3. Offeror's Statement /Signature Page for RFP 2012.227, dated October 18, 2012
4. Amendment One, dated October 15, 2012

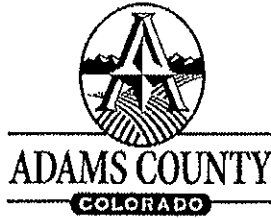
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Attachment C

Base Expenses Year Three Fees for a 12 month period						
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Amount Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A * (B+C)	
Supervisor Mary Doran RN	Provides supervision of public health nurses & admin support	40%	\$83,959	\$22,887	\$42,738	
Public Health Nurse Deborah Herrold RN	Provides direct home visitation to TANF clients	35%	\$59,604	\$16,248	\$26,648	
Administrative Support Veronica Gonzales	Provides clerical & administrative support	50%	\$46,725	\$12,737	\$29,731	
<b>Total of Base Expenses:</b>					<b>\$99,117</b>	
<b>Budget Item</b>						
<b>Description</b>		<b>Amount</b>				
Base Expenses		Equals total of Base Expenses				\$99,117
Mileage		Reimbursement for miles traveled for staff for home visitation				\$ 5,500
Printing		Printing of materials for TANF clients for use on home visits				\$ 700
<b>Total:</b>					<b>105,317</b>	

ATTACHMENT D



2012.227

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

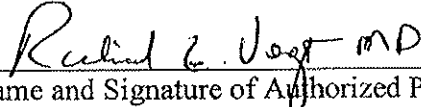
**OFFEROR'S STATEMENT/SIGNATURE PAGE**

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)

<u>Tri-County Health Department</u> Company Name	<u>10-18-2012</u> Date
<u>6162 S. Willow Drive #100</u> Address	<u></u> Name and Signature of Authorized Person
<u>Greenwood Village, CO 80111</u> City, State Zip, Code	<u>Richard L. Vogt M.D.</u> Printed Name
<u>Arapahoe</u> County	<u>Executive Director</u> Title
<u>303 220-9200</u> Telephone	<u>303 220-9208</u> FAX
<u>rvogt@tchd.org</u> Email Address	

## Attachment C

### OFFEROR'S CERTIFICATION OF COMPLIANCE

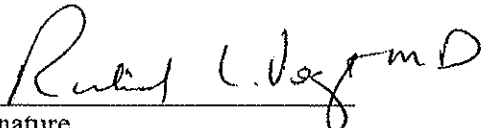
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract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

Tri-County Health Department  
Company Name

10-18-2012  
Date

Richard L. Vogt M.D.  
Name (Print or Type)

  
Signature

Executive Director  
Title

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

## **Request for Proposal 2012-13**

2012 - 227

### **Home Visitation Compliance Services for Temporary Assistance for Needy Families (TANF), Colorado Works Program**

#### **Scope of Services**

As stated in the RFP

#### **Program Reports:**

See Addendum A

#### **Organizational Chart:**

See Addendum B.

#### **Qualifications:**

Tri-County Health Department (TCHD) is the official public health agency serving Adams, Arapahoe and Douglas Counties. TCHD serves more than 1,250,000 residents, comprising over one-quarter of Colorado's population. The population of the Tri-County region is extremely diverse—very urban areas as well as suburban and rural areas, very low-income and very high-income communities, with residents representing a multitude of races and ethnicities.

TCHD was established in 1948 and is an experienced and well-respected provider of public health services with extensive knowledge of community needs and resources. It is the largest local public health department in Colorado with strong community links and a reputation for excellence. It is our **mission “to protect, promote, and improve the health, environment and quality of life for the residents of Adams, Arapahoe, and Douglas counties.”**

TCHD provides public health services in eleven sites, with special services available for low-income families. TCHD has four offices located in Adams County. Programs include immunizations, family planning and prenatal case management, improving adult and childhood nutrition through the WIC program, conducting restaurant inspections and assuring sanitation. In addition TCHD has the contract for Healthy Communities and provides Medicaid Presumptive Eligibility for pregnant women and children (Family Medicaid). TCHD also provides a Teen Family Planning clinic in our Northglenn location. TCHD has a contract with Community Reach for mental health services to provide further assessment and referral for clients and families. In addition TCHD has a Memorandum of Understanding with Metro Crisis Services to assure proper referral and follow for clients identified at risk for suicide. TCHD staff not only provides preventative health services within the clinic setting, but also is extensively involved in multitude

of Adams County community boards, advisory committees and coalitions examples are the 1451 Interagency Committee, Adams County Youth Initiative, and Adams County Early Childhood Council. Staff also participates in the Adams County Resource Committee as well as the Multidisciplinary Review Treatment (MRT) review team conducted by Adams County Child Welfare.

The Nursing Division of TCHD will implement, manage and support Adams County Human Services Department by assessing and addressing the needs of families on TANF in Adams County. We are working towards our agency's mission. The Nursing Division has a long history and extensive expertise in providing home visitation programs in the community. Nursing home visitation services around the country have existed for over two decades, and have demonstrated that these programs improve family life and reduce child abuse. They reduce mothers' problems with substance abuse, as well as reducing her children's alcohol, drug, and cigarette and crime statistics once they grow to be teens.

This program was previously named Sanction Prevention Program. Tri-County nurses currently complete home visits on families in jeopardy of losing their TANF benefits secondary to noncompliance with their Individual Responsibility Contract (IRC). The nurses evaluate the family's home situation, health status, family function, and any other extenuating circumstances that may contribute to their inability to comply with their current IRC. The nurses educate the family on available community resources and TANF compliance options, and coordinate with the ACHSD Job Transition Specialists to assist families in retaining TANF benefits. When TCHD began working with ACHSD in 1998, the focus was to verify the accuracy and completeness of information obtained from the clients before discontinuing their TANF benefits. In 1998, we began the program for clients who had already been sanctioned. As the program evolved and the County's TANF caseload decreased, we progressed to seeing clients before the sanction took place (pre-sanction). This program was "incentive" focused and TCHD was given \$400 for every client returned to compliance, or successfully removed from the TANF roles. That incentive program ended with the start of the 2006 contract. Currently, we are seeing clients when they receive their second "strike", which is when the client has two incidences before they would be placed on a performance improvement plan.

## Home Visit Compliance Program 2011 Highlights

The poor economy has increased TANF participation, and subsequently impacted the number of compliance referrals. For the second consecutive year, TCHD saw a significant jump in referrals.

**Table 6. Home Visit Compliance Program Referrals, Home Visits, and Clients, TCHD, 2007-2011**

	2007	2008	2009	2010	2011
<b>Referrals</b>	204	178	290	514	546
<b>Home visits*</b>	121	156	194	291	298
<b>Clients</b>	195	183	306	525	550

*Data Source: TCHD, Internal Program Data*

*\*Includes home visits, drop-by and attempted visits*

### Expertise and Personnel

Name and credentials	Position/Job Title	Experience	Portion of Time
Jeanne North, MSN, RN	Director of Nursing	13 year program development and over site MOF, Adams County, 7 years current position	.01%
Rita Beam, MS, RN	Perinatal Nurse Manager	6 years MOF over site, 12 years' experience home visiting, training and program development National Service office Nurse Family Partnership, 40 + years MCH experience	.025%
Mary Doran, BS RN	Nurse Program Coordinator	PHN in Mothers First Program at TCHD for 4 years. Previous experience includes pediatric nursing and domestic violence shelter casework	40%
Deborah Herold, BS RN	Public Health Nurse	PHN in Mothers First Program at TCHD for 3 years. Previous experience includes overseas medical missionary work	35%
Veronica Gonzalez	Administrative Assistant	Administrative assistant in MOF for 4 months and at TCHD for 5 years. Previous experience includes WIC educator, immunization support	50%

## **Organizational Experience**

Furthermore, since 2008 TCHD has been providing identical services for Arapahoe County Department of Human Services. Since 2008 this program has provided services to 2,764 families to assist them in complying with TANF requirement. The nurses then coordinate with the TANF case managers to address the needs of the family in order for them to retain their TANF benefits. Tammy Hoffman, Colorado Works Administrator, Arapahoe County Department of Human Services is listed below as a contact for this program. The program report for this program is included as Addendum C. The payment and fee schedule is included as Addendum D.

An agency budget summary is included as Addendum E.

## **References for similar programs:**

Mary Webb Martin, MSW, LCSW  
Home Visitation Programs Unit Manager (Nurse Family Partnership)  
Prevention Services Division, Women's Health Branch  
Colorado Department of Public Health and Environment  
4300 Cherry Creek Drive South, PSD-A4  
Denver, CO 80246-1530  
303-692-2321 | 800-886-7689 x2321 | FAX 303-691-7957  
[mary.w.martin@state.co.us](mailto:mary.w.martin@state.co.us)

Tammy Hoffman  
CO Works Administrator  
Arapahoe County Dept. of Human Services  
# 303-636-1771  
[thoffman@co.arapahoe.co.us](mailto:thoffman@co.arapahoe.co.us)

Angela W. Lytle  
Children, Youth and Family Services  
Division Manager  
303-636-1966  
[aLytle@co.arapahoe.co.us](mailto:aLytle@co.arapahoe.co.us)

**Adams County  
Home Visit Compliance  
Program Report for  
September 2012**



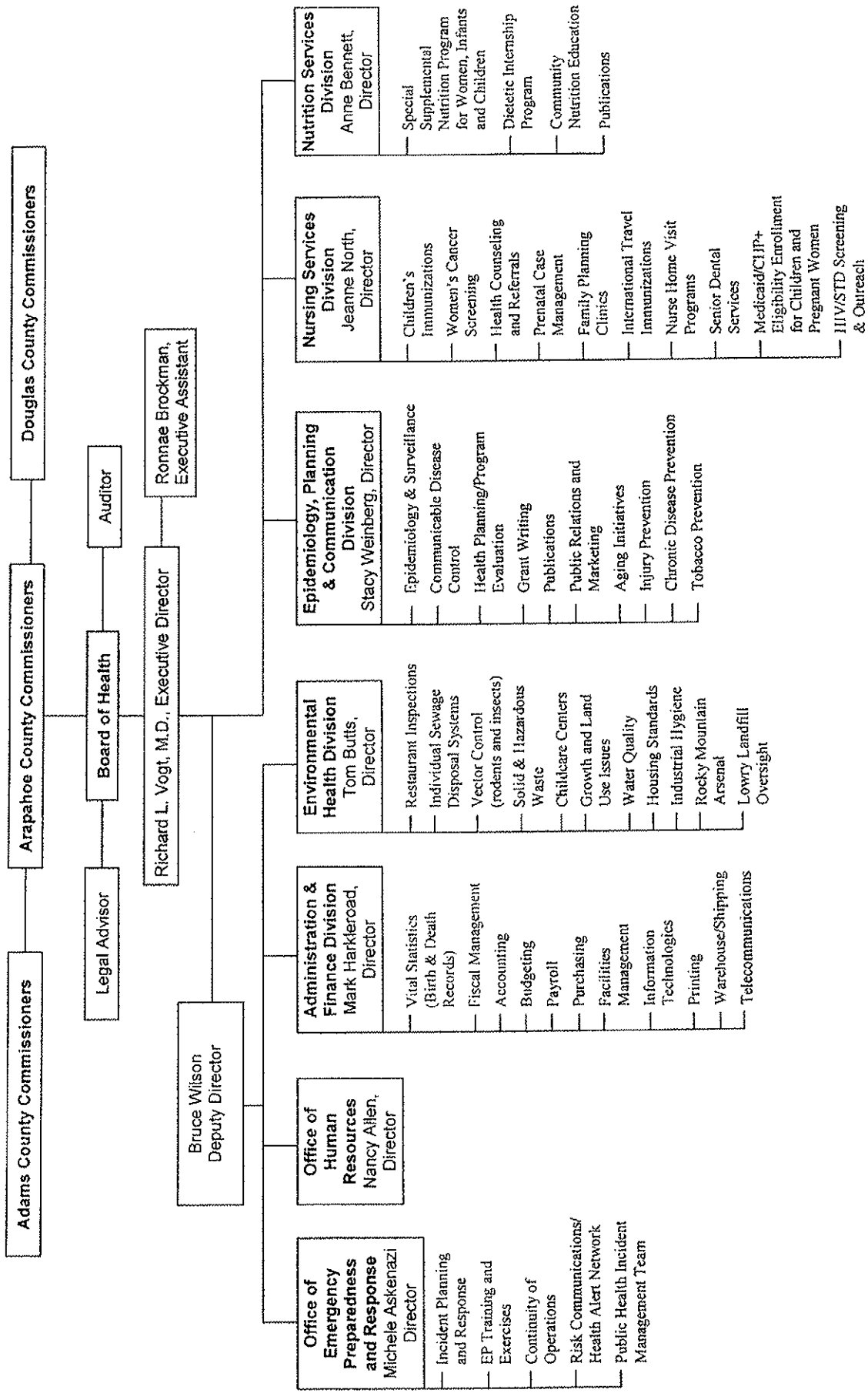
# Tri-County Health Department/Adams County Home Visit Compliance Program

Calendar Year 2012	2012												2011		2010	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	CAL YTD	2011 CAL YTD	2010 CAL YTD	
<b>Total Numbers of Referrals Received</b>	48	56	51	60	44	28	31	47	57				422	228	207	
<b>Total Number of Home Visits Made</b>	26	24	34	23	11	11	4	4	6				143	119	122	
Total Number of telephone consultations	6	9	15	20	15	4	8	15	10				102	59	47	
Total Number of No Response to Letter, TC, HV, Att HV	6	18	8	10	14	5	13	28	28				130	45	43	
Closures	2	6	3	9	0	1	1	unk	A				22	3	8	
Total Number Already contacted or to Contact Case Manager	9	10	25	16	18	7	6	unk	B				91	52	61	
Other	19	13	19	23	10	12	3	unk	C				99	42	9	
<b>(A-C) Report Change- Numbers previously unknown/inaccurate. See notes at bottom of new report for JTS reporting.</b>																
<b>Referrals made:</b>	496	672	770	784	616	322	448	658	0	0	0	0	4766	2282	1591	
Referred to WIC	35	48	55	56	44	23	32	47	*				340	165	123	
Food Assistance	35	48	55	56	44	23	32	47	*				340	151	108	
Basic Needs: Housing, Clothing Food	37	48	55	56	44	23	32	47	*				342	176	137	
Primary & Specialty Medical Care	38	48	55	56	44	23	32	47	*				343	178	131	
Referred to Health Care for Children With Special Needs	0	0	0	0	0	0	0	0	*				0	52	0	
Dental Health Care	37	48	55	56	44	23	32	47	*				342	176	139	
School and or Day Care	1	0	0	0	0	0	0	0	*				1	67	14	
Mental Health Care	37	48	55	56	44	23	32	47	*				342	168	125	
Domestic Violence	34	48	55	56	44	23	32	47	*				339	152	113	
Family Planning	35	48	55	56	44	23	32	47	*				340	126	106	
Child Support Assistance	35	48	55	56	44	23	32	47	*				340	92	25	
Immunizations	34	48	55	56	44	23	32	47	*				339	153	111	
Quit Line	35	48	55	56	44	23	32	47	*				340	175	138	
Substance Abuse Counseling and Treatment	35	48	55	56	44	23	32	47	*				340	149	109	
SSI	34	48	55	56	44	23	32	47	*				339	149	106	
CCAP	34	48	55	56	44	23	32	47	*				339	153	106	
Legal	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	*				0	N/A	N/A	
Leap	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	*				0	N/A	N/A	
Transportation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	*				0	N/A	N/A	
Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	*				0	N/A	N/A	

\* Report Change- Numbers reflected above are no longer being reported.

Referring Sources: CCA 11 CWEE 17 GOODWILL 15 WBC 14 Total 57

# Tri-County Health Department Organizational Chart



Tri-County Health Department Arapahoe County  
 TANF Sanction Home Visit Program  
 Calendar Year to Date 2012

Addendum C

	2012		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2012	2011	2010
	CAL YTD	CAL YTD													CAL YTD	CAL YTD	CAL YTD
<b>Total Numbers of Referrals Received</b>	134	120	99	68	85	68	102	92	100	868	416	394			868	416	394
<b>Total Number of Home Visits/TC Case Management</b>	61	36	47	42	35	23	26	43	43	356	303	287			356	303	287
AR HV	12	7	26	10	7	12	10	13	17	114	N/A	N/A			114	N/A	N/A
Total Number of Telephone contacts only	39	12	15	14	8	14	12	14	#	128	65	17			128	65	17
Total Number of No Response	48	20	49	26	40	42	64	35	39	363	110	122			363	110	122
Closures	11	9	6	0	4	4	4	5	#	43	2	0			43	2	0
Total Number Already contacted or to Contact Case Manager	16	14	51	29	32	8	2	3	#	155	74	42			155	74	42
Other	26	24	9	8	10	14	36	48	#	175	63	65			175	63	65
<b>Referrals made:</b>	1714	945	1665	1092	1027	693	531	266	0	7933	5234	5019			7933	5234	5019
Referred to WIC	127	72	119	78	72	49	39	19	*	575	321	335			575	321	335
Referred to Health Care for Children With Special Needs	0	0	0	0	0	0	0	0	*	0	249	179			0	249	179
Basic Needs: Housing, Clothing Food	135	73	128	78	84	51	43	19	*	611	342	368			611	342	368
Primary & Specialty Medical Care	127	72	123	78	78	51	42	19	*	590	322	354			590	322	354
Quilline	116	65	117	78	69	49	38	19	*	551	283	293			551	283	293
Dental Health Care	124	73	125	78	78	50	40	19	*	587	335	362			587	335	362
Mental Health Care	124	68	117	78	72	50	38	19	*	566	302	310			566	302	310
Substance Abuse Counseling and Treatment	115	63	114	78	68	49	36	19	*	542	280	293			542	280	293
Family Resource Centers	133	72	119	78	82	50	36	19	*	589	279	164			589	279	164
School and or Day Care	4	0	1	0	0	0	0	0	*	5	268	180			5	268	180
CCAP	116	63	114	78	68	49	36	19	*	543	280	292			543	280	292
Family Planning	122	66	121	78	77	49	37	19	*	569	304	328			569	304	328
Immunizations	123	67	121	78	75	49	37	19	*	569	298	306			569	298	306
SSI	115	63	114	78	68	49	36	19	*	542	279	291			542	279	291
Child Support Assistance	2	1	1	0	0	0	0	0	*	4	258	167			4	258	167
Food Assistance	115	64	115	78	67	49	36	19	*	543	302	329			543	302	329
Domestic Violence	115	63	116	78	69	49	37	19	*	546	287	303			546	287	303
Felony conviction or multiple misdemeanors	1	0	0	0	0	0	0	0	*	1	245	165			1	245	165

\* Report Changed- Numbers reflected here are no longer being reported\*  
 # Report Changed- Numbers previously unknown or defined inaccurately

Referring Sources: CCA 7 CWEE 30 ADW 63 Goodwill 0 Total Referrals 100

### III. OUTCOMES

A. The program will report on the following outcomes and measures.

1. Number of referrals received;
2. Number of home visits attempted, and made;
3. Number of unsuccessful contact attempts;
4. Number of negative actions reversed from the County's reports;
5. Number and type of resource connections made;
6. Number of participants recommended for a different Basic Cash Assistance ("BCA") program and name of the program.

### IV. TERM

A. This Agreement shall commence July 1, 2012 and shall continue for one year until June 30, 2013, or until earlier terminated as set forth in paragraph IV(B) and/or paragraph V(C), herein.

B. Either party may terminate this Agreement by giving the other party not less than ninety (90) days prior written notice, subject to the provisions of Section V(C), herein.

### V. PAYMENT AND FEE SCHEDULE

The County shall pay the Contractor for services furnished under this Agreement and the Contractor shall accept as full payment for those services, a sum not to exceed the amount of \$225,000.00 as more fully described below.

A. Arapahoe County shall pay the following monthly fees for each of the programs, not to exceed the maximum amount specified:

- i. Home Visit Compliance Program: \$9375.00 per month, not to exceed \$112,500.00.
- ii. Mother's First Program and Reducing Unintended Pregnancies: \$9375.00 per month, not to exceed \$112,500.00.

B. Invoice. Invoices and reports are due on the 5th of each month except when the 5th is on a Saturday or a Sunday in which case the report is due the following Monday, or if Monday is a holiday, on the following business day by Close of Business. TCHD agrees that any invoices not submitted to the County within 60 days of the date that the TCHD rendered services to the County will not be paid by the County. TCHD agrees to submit invoices on a form to be provided by the Colorado Department of Human Services

Addendum E

Tri-County Health Department Budget Summary

	2012	
	Adopted	
<u>Revenue Sources</u>	<u>Budget</u>	<u>%</u>
County Per Capita	\$ 8,666,299	27.0%
Non Per Capita County	\$ 1,612,548	5.0%
Grants & Contracts	\$ 608,442	1.9%
Fees	\$ 3,263,195	10.2%
State Funds	\$ 4,775,448	14.9%
Federal Pass Through Funds	\$ 8,727,669	27.2%
Federal Funds	\$ 1,967,906	6.1%
In Kind Revenue	\$ 2,500,000	7.8%
<b>TOTAL</b>	<u><u>\$ 32,121,507</u></u>	100.0%

Population	1,377,790
County per capita	\$ 6.2900

	2012	
	Adopted	
<u>Expenditures</u>	<u>Budget</u>	<u>%</u>
Wages	\$ 15,808,289	49.2%
Fringe Benefits	\$ 5,609,584	17.5%
Contracts for Services	\$ 2,896,911	9.0%
Operating Expenses	\$ 3,304,917	10.3%
Travel	\$ 476,513	1.5%
Operating Supplies	\$ 1,220,830	3.8%
Capital Equipment / LHI	\$ 304,462	0.9%
In Kind Expense	\$ 2,500,000	7.8%
<b>TOTAL</b>	<u><u>\$ 32,121,507</u></u>	33.3%

Population	1,377,790
Per capita expense	\$ 23.31



**ADDENDUM OF SOLICITATION**

**SOLICITATION NUMBER:** 2012.227  
**SOLICITATION DATE:** Friday, September 28, 2012  
**DESCRIPTION:** Nurse Home Visitation Compliance Services Temporary Assistance for Needy Families (TANF) Colorado Works Program  
**ADDENDUM NUMBER:** One (1)  
**ADDENDUM DATE:** October 15, 2012

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The hour and date specified for receipt of RFP 2012.227[ ] 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.

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**DESCRIPTION OF ADDENDUM:**

- A. This Addendum is being issued to provide answers to the questions received for RFP 2012.227 on Thursday, October 3, 2012:

**QUESTIONS AND ANSWERS:**

- Q1. If we have already been receiving funding to provide the services outlined in the RFP, can we ask for increased funding through this process or do we need to ask for the same amount that we have been receiving?
- A1: **The RFP is a competitive sealed bid. The instructions and scope of services is for new services under a new agreement. The offeror must submit their fees for the scope of services and submit fee structure on the Fee Schedule Form per the scope of services specifications instruct.**
- Q2. We have been receiving client incentives from Adams County Human Services as part of our current contract, do we include the money for the incentives in the budget part of the RFP or keep it separate and negotiate that incentive piece after the contract is awarded?
- A2: **The RFP is a competitive sealed bid. The instructions and scope of services is for new services under a new agreement. The offeror must submit their fees for the scope of services and submit fee structure on the Fee Schedule Form per the scope of services specifications instruct. The County funding sources does guarantee any kind of incentives in a program year.**

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

Purchasing Services

**EXHIBIT A**

(Documents following this page of the Agreement)

**Exhibits:**

1. Adams County RFP 2012.227 Specifications and Statement of Service

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**EXHIBIT A1**

**REQUEST FOR PROPOSAL  
2012.227**

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**Nurse Home Visitation Compliance Services  
Temporary Assistance for Needy Families  
(TANF) Colorado Works Program**

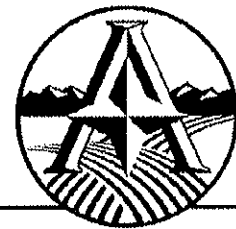
**RFP Issuance Date:** Friday, September 28, 2012

**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,  
4<sup>th</sup> Floor, Purchasing Department  
Brighton, Colorado 80601



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**ADAMS COUNTY**  
**COLORADO**

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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 a qualified organization to assist Adams County Government in providing services for Temporary Assistance For Needy Families (TANF), Colorado Works Program in accordance with §§ 26-2-701, et seq., C.R.S. through Adams County Human Services Department (ACHSD). The organization will provide services in Adams County for participants who are on Basic Cash Assistance (BCA) and in jeopardy of losing BCA due to non-compliance. The program is a nurse home visitation program and nurses will be required to provide home visits and provide phone consultation..

### II. SCOPE OF SERVICES:

The Offeror's nursing staff will contact and make home visits to the families of all Temporary Assistance for Needy Families (TANF) program participants referred by Human Services. The purpose of the Nurse Home Visitation Compliance program is to provide a safety net for TANF BCA participants. The program will have a Public Health Nurse engage non-compliant participants in their home, or by phone consultation when needed, during the Performance Improvement Plan process or the conciliation stage of the sanction process. The intention of these visits/consults is to encourage families to comply with TANF program requirements, as well as to evaluate the participant's circumstances for unknown/unidentified, extenuating issues or factors which might have prevented them from complying with the program. In addition, to ensure that the job transition specialists are informed of participant challenges so that participants can receive needed help to address challenges. Additionally, the nurses should look for opportunities to:

1. Assess family health care needs, including mental health, and refer to appropriate agencies for assistance.
2. Inform families of resources in addition to cash assistance benefits, such as child care, LEAP, that are available through ACHSD.
3. For participants who choose to not cooperate but still want some other type of assistance, refer to the CHOICES program and to the Adams County Workforce and Business Center for assistance in finding employment.
4. Inform and refer families to additional community resources as necessary, such as nutritional counseling, dental services, mental health services, substance abuse treatment services, WIC, CHP and other health-related services including referrals to fatherhood courses and to relationship courses. The names and addresses of the TANF participants served under this agreement will be provided to the offeror by ACHSD. After contacting a TANF participant and/or family (this may include phone calls), the Offeror will provide the referring ACHSD staff or partner agency job transition specialist with a written report of the contact and/or visit, including a description of any special needs the participant may have and a list of the referrals made to the participant.

The nurses will work directly with the job transition specialists in order to ensure clients' needs are addressed and that non-compliance issues are cleared when there are good cause and extenuating circumstance reasons.

## STATEMENT AND SCOPE OF WORK continued

The qualified offeror program will be required to:

- Be fully operational by January 1, 2013 with minimal disruption in the service to current TANF participants.
- Have the ability to serve up to an average caseload of 60 per month.
- The Offeror shall comply with Colorado Department of Human Services Volume III regarding the Colorado Works Program, and ACHSD administrative policies, and procedures including the ethics statement.
- The Offeror will be responsible to for providing outstanding customer service to participants, ACHSD staff, and the staff of ACHSD contracted service providers. The Offeror shall treat participants from an advocate perspective and philosophy.
- The Offeror will provide adequate office space, meeting space, computer, printer, access to copying, file cabinets, direct telephone lines and telephones, direct fax line and fax machine, postage, and electronic mail access. This cost is included in the total cost of this program.
- Have the ability to serve Spanish speaking monolingual individuals.
- The Offeror will review the employees assigned to this project through CBI reports for negative information, such as a criminal history, and discrepancies between what an applicant claims, 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, to ensure that the public, the County, fellow employees, families served in the program are safe, and protected from harm. The period for state CBI's is five years; if the applicant has lived out of state prior to five years then a nationwide CBI should be conducted.
- Nurses may conduct additional home safety visits or consultations as needed for other TANF eligible families as requested by ACHSD.

#### IV. REPORTS:

The offeror will be responsible for submitting and coordinating with the County Project Manager monthly reports summarizing:

1. Number of referrals received
2. Number and type of resource connections made
3. Number of home visits/consults attempted, and made
4. Number of unsuccessful contact attempts
5. Number of negative actions reversed from their reports- ACHSD contractors will assist in tracking this outcome
6. Number of participants recommended for a different BCA program and name of the Program
7. Number of clients remaining in compliance after connecting with the nurses
8. Number of non-compliance issues overturned due to the nurse intervention

All reporting formats, due dates, and content shall be designated by the County Project Manager. Reference sample reports at the end of this solicitation. ACHSD may modify reports as needed during the

**STATEMENT AND SCOPE OF WORK** continued

**V. INCIDENT REPORT REQUIREMENT**

The offeror shall report all incidents of suspected theft, fraud, or other employee misconduct to County Purchasing Manager and the County Project Manager immediately upon discovery, of each incident. This applies to employees and contracted employees for the Offeror who will be providing services or who will be handling confidential materials, supplies, or monies, for the County under the awarded agreement. The Offeror, employee and contracted employees must comply and cooperate with the County on requests for information and assistance relevant to each incident reported and any ensuing investigation.

**VI. 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. INTELLECTUAL PROPERTY**

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

**XIV. 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.

**XV. 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.

**XVI. 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.

**XVII.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.

**XVIII . 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.

## **XIX. 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.

**XX. 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

**XXI. 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 2012.227 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](mailto:hcasteel@adcogov.org) or sent by U.S. Mail until the close of business on or before Thursday, October 4, 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.

**XXII. 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:
  - Provide Organization's experience and background information on your organization including years in business, similar projects completed that demonstrates offeror's ability to provide the full services listed in the scope of work. List the projects and indicate the length of each service and the budget.
  - An introduction of your organization including mission statement, history and current organizational chart.
  - Unique organizational expertise, infrastructure and resources that will add value to the program.

- Your organization’s knowledge of Adams County BCA participants including those with disabilities, the community in general, employers, and other programs/organizations that can benefit former Adams County BCA participants.
- Your organization’s experience with Colorado Works, public health and health counseling, and knowledge of applicable state and federal laws and rules.
- Key Personnel. Provide a list of key personnel on the project along with their education, professional experience (project and dates) and their role/responsibility in the project. Indicate the number of hours each person, including the offeror’s Project Manager, will be dedicated to this project and each person's role/responsibility with this project.
- Describe your organization experience managing projects with federal funding and reporting requirements.
- Comparable Projects: A detailed description of at least one similar program providing health counseling and referral services and to BCA participants or economically challenged families that the organization has provided. The description should include:
  - Name, location and budget of the program
  - Average monthly caseload size
  - Demographics and other descriptors of the population served
  - A sample of monthly reports created for the project
  - Annual outcomes produced from the program; (five (5) years of outcomes is strongly suggested), which should include: Number of home visits. Number of phone consultations, and number and type of referrals made.
- 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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**XXIII. EVALUATION FACTORS FOR AWARD**

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

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

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

<u>CRITERIA</u>	<u>POINTS</u>
1. Offeror's ability to provide all services as defined in the scope of work, including but not limited to: Experience working with BCA participants, public health and health counseling, and making referrals to government and non-government services and resources. Experience of key program personnel. Experience with TANF and Colorado Works statutes, regulations, and federal reporting requirements. Ability to achieve favorable outcomes.	0-50
2. Offeror's fee structure for performing the services.	0-25
3. Organizational budget including 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
<b>Total</b>	<b>100</b>

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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 B SAMPLE Budget Sheet

Please present the costs associated with your proposal in the following format (without the examples). Please note in the "2012-2013 Base Expenses" section how the row totals are calculated for Cost to Contract in column D. For instance, the supervisor's salary and benefits is \$45,000 and overhead is \$2,500, however, since the supervisor would only 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.

<b>Base Expenses</b> (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
<b>Total of Base Expenses:</b>					<b>\$186,220</b>
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			
<b>Total (example):</b>					<b>\$233,220</b>