ADAMS COUNTY, COLORADO SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this Definition 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 ASPEN FAMILY SERVICES, INC., located at 450 Courtney Way, Suite 101, Lafayette, Colorado 80026, 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 2012.228 as Exhibit A1 and the Contractor's responses as Attachments A1-A4 to RFP 2012.228attached 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. <u>Term of Agreement:</u> 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. <u>PAYMENT AND PRICE SCHEDULE:</u> 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 six hundred ten thousand, seven hundred fifty-seven dollars and no cents (\$610,757.00) 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. <u>INDEMNIFICATION:</u> 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. <u>Commercial General Liability Insurance</u>: 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. <u>Comprehensive Automobile Liability Insurance</u>: to include all motor vehicles owned, hired, leased, or borrowed.

7.1.3. Bodily Injury/Property Damage

7.1.4. Personal Injury Protection

\$1,000,000 (each accident)

Per Colorado Statutes

7.2. Workers' Compensation Insurance:

Per Colorado Statutes

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

7.3.1. Each Occurrence

\$1,000,000

- 7.3.2. This insurance requirement applies only to Contractors who are performing services or work under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 7.4. Adams County as "Additional Insured": The Contractor's commercial general liability and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 7.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 7.4.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 7.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.5. <u>Licensed Insurers</u>: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 7.6. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

7.7. Proof of Insurance: Proof of insurance shall be provided to the County upon execution of this Agreement. Contractor shall provide the County certified copies of such policy or policies. Any payment due under this agreement shall be withheld until Contractor has provided such proof of insurance. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

8. TERMINATION:

- 8.1. <u>For Cause:</u> If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 8.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.
- 8.3. Termination for Default. An Agreement may be terminated for default because of the Contractor's actual or anticipated failure to perform its contractual obligations. The County will not be liable for the Contractor's costs on undelivered work and may be entitled to the repayment of progress payments. If the Contractor's failure to progress or perform endanger performance of the Agreement, the County Purchasing Department Manager will issue a written notice to the Contractor (generally called a "Cure Notice") specifying the failure and providing a period of ten (10) days in which to "cure" the failure. After the ten (10) days, the County Purchasing Department Manager may issue a notice of termination for default, unless the failure to perform has been cured.

9. MUTUAL UNDERSTANDINGS:

- 9.1. <u>Jurisdiction and Venue:</u> The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County.
- 9.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

- 9.3. Record Retention: The Contractor shall maintain records and documentation of the services or work provided under this Agreement, including fiscal records, and shall retain the records for a period of five (5) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 9.4. <u>Assignability:</u> Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 9.5. <u>Waiver:</u> Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 9.6. <u>Force Majeure:</u> Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 9.7. <u>Notice:</u> Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

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

Marsa Williams
President
Aspen Family Services, Inc.
450 Courtney Way, Suite 101
Lafayette, Colorado 80026
Phone: 303.604.1043 x2915

mwilliams@aspenfamilyservices.com

- 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 2012.228 are reference under Attachments A as items 1 through 4.

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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:	
ASPEN FAMILY SERVICES, INC.	
Marsa William S Authorized Name (Print or Type)	12/20/12_ Date
Maisa Williams Signature	
President	

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 ASPEN FAMILY SERVICES, INC. By: Marsa Williams Name (Print or Type) Marsa Williams Authorized Signature	BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO By: Chair Signature Date: 12-12-12
President Title	
Date: 12/20/13	ATTEST: Karen Long Clerk and Recorder Deputy Clerk Signature APPROVED AS TO FORM: Adams County Attorney's Office By: Attorney Signature
Signed and sworn to before me on this 20th day Of Control of the	ay of <u>December</u> , 2012 state of Colorado Notary Public CINDY J LARSON
	CINDY J LARSON Notary Public State of Colorado

ATTACHMENT A

(Documents following this page of the Agreement)

Attachments:

- 1. BAFO, email dated December 10, 2012
- 2. Proposal, dated October 18, 2012
- 3. Contractor's Signed Certificate of Compliance for RFP 2012.228, dated October 18, 2012
- 4. Offeror's Statement /Signature Page for RFP 2012.228, dated October 18, 2012

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Aspen Family Services

	2013 Base Expenses - Adams County CCAP Administration				
Position/Base Expense	Description	Allocation of time/cost to the contract	Salary and benefits/costs (Annual)	Total	'E
Salaries & Wages: Intake Team Lead	.75 FTEs	75.00%	\$ 48,157.20	\$ 36,	36,117.90
Salaries & Wages: Intake Worker	***************************************	10.00%	\$ 33,873.84		3,387.38
Salaries & Wages: LI Case Workers	3.9 FTEs	100.00%	\$ 135,308.85	\$ 135	135,308.85
Salaries & Wages: Ll Team Lead		25.00%	\$ 42,282.24	\$ 10,	10,570.56
Salaries & Wages: Management	President	39.25%	\$ 104,995.80	250	41,210.85
Salaries & Wages: Management	Office Manager	39.25%	\$ 46,016.88		18,061,63
Salaries & Wages: Management	Management Assistant	39.25%	\$ 18,626.62		7,310.95
Salaries & Wages: Program Manager	THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRE	39.25%	\$ 91,422.24	\$ 35,	35,883.23
Salaries & Wages: Provider Specialist		%00:09	\$ 50,668.80		30,401.28
Salaries & Wages: QA	THE PROPERTY OF THE PROPERTY O	39.25%	\$ 30,117.36		11,821.06
Salaries & Wages: Senior Case Worker	THE PROPERTY OF THE PROPERTY O	39.25%	\$ 54,600.00	\$ 21,	21,430.50
Salaries & Wages: Spanish LI Case Worker	TO THE PRODUCTION OF THE PRODU	20.00%	\$ 49,314.72	\$ 9,	9,862.94
Salaries & Wages: Supervisor	CALLEL CONTROL OF THE	39.25%	\$ 68,250.00	\$ 26,	26,788.13
Salaries & Wages: TANF Team Lead	THE PROPERTY OF THE PROPERTY O	95.00%	\$ 44,772.00	\$ 42,	42,533.40
Salaries & Wages: Payroll Taxes	THE PROPERTY OF THE PROPERTY O	100.00%	\$ 36,044.56	\$ 36,	36,044.56
Salaries & Wages: Bonus & 401k	THE THE THE PROPERTY OF THE	100.00%	\$ 13,901.92	\$ 13,	13,901.92
Direct Staff Expenses	Mileage Reimbursements	100.00%	\$ 756.53	\$	756.53
Health & Dental Benefits	The state of the s	36.55%	\$ 40,508.44	\$ 14	14,805.83
Rent Jan - Jun		27.30%	\$ 187,711.15	\$ 25	25,622.57
Rent July - Dec				\$ 15	15,000.00
Office Supplies & Equipment	TOTAL PROPERTY OF THE PROPERTY	36.55%	\$ 18,286.10	\$ 6	6,683.57
Insurance - Liability/Workman's Comp	THE PROPERTY OF THE PROPERTY O	36.55%	\$ 9,823.11	\$ 3	3,590.35
Staff Development	Training & conference fees	36.55%	\$ 6,551.63	\$ 2	2,394.62
Legal & Professional	Accounting Fees, Audit Fees, Consulting Fees	36.55%	\$ 50,696.00	\$ 18	18,529.39
IT Services	Telecommunications and IT Mgmt	36.55%			18,643.82
Copier & Postage	Equipment leases, supplies, and postage	36.55%	\$ 56,942.97	\$ 20	20,812.66
Other Indirect Operating Expenses	Dues & Subscriptons, Bank Fees, Indirect Travel, M&E, Utilities	36.55%	\$ 8,980.58	\$	3,282.40
T T T T T T T T T T T T T T T T T T T	The state of the s	T	Total	\$ 610	610,756.88
Aspen Family Services agrees to accept a 2% i	% per year increase in costs for future contracts.	~	Monthly Average	\$ 50,	50,896.41

Aspen Family Services agrees to accept a 2% per year increase in costs for future contracts.

Aspen Family Services - Contract cost vendor details

<u>Vendor</u>

The Sunderland Group, Inc.	Acctg, Payroll, Taxes, Consulting	24,000.00
Crady, Puca, & Associates	Audit	21,000.00
Stephen Heiling	Consulting/Staff Training	5,550.00
		50,550.00
Orbytel	IT Management	30,660.00
cBeyond	Telecommunications	18,297.00
Others	Misc IT	2,052.09
		51,009.09

Heidi Casteel

From: Marsa Williams [mwilliams@aspenfamilyservices.com]

Sent: Monday, December 10, 2012 1:50 PM

To: Heidi Casteel

Subject: RE: Request for Additional Clairification and Best and Final Offer (BAFO) on RFP 2012.228

Child Care Assistance

Attachments: REV Aspen Contract cost sheet Oct-2012 Update w Q3&4 rent reduction.xlsx

Heidi,

Is this what you need? I believe the option years are covered by the statement at the end of the budget sheet — the agreement to a 2% increase for option years.

Thank you,

Marsa Williams

President

Aspen Family Services

450 Courtney Way, Suite 101

Lafayette, CO 80026

Phone: 303.604.1043 X2915

Fax: 720,240,0008

mwilliams@aspenfamilyservices.com



CONFIDENTIALITY NOTICE — This email transmission and any documents attached thereto, contains information that is confidential and/or legally privileged. The sole purpose of this email is to assist in determining child care eligibility by Aspen Family Services, Inc. Any other copying, printing, distribution or use of the information contained or attached in this transmission is STRICTLY PROHIBITED. If you have received this email in error, please immediately notify the sender by email and permanently delete the original and any copy and any printout thereof.

From: Heidi Casteel [mailto:HCasteel@adcogov.org]
Sent: Monday, December 10, 2012 12:42 PM
To: 'mwilliams@aspenfamilyservices.com'

Subject: Request for Additional Clairification and Best and Final Offer (BAFO) on RFP 2012.228 Child Care Assistance

Marsa:

The Evaluation Committee would like to make an award recommendation for Aspen Family Services to the County BOCC next week. Before this can happen we would like Aspen Family Services to agreed to the proposed rent reduction amount per month to \$2,500, effective July 1, 2013 for the remaining term of the awarded agreements and the option years. Please review your submitted budget sheets for the base years and the option years and resubmit pricing sheet by emailing the information to me by today, December 10 by 2:00 p.m. at 720.523.6058.

Thanks,

Heidi Casteel, PHM Purchasing Agent II 720.523.6053 (o) 720.523.6058 (f) hcasteel@adcogov.org

From: Heidi Casteel

Sent: Tuesday, November 13, 2012 4:49 PM **To:** 'mwilliams@aspenfamilyservices.com'

Subject: Request for Additional Clairification and Best and Final Offer (BAFO) on RFP 2012.228 Child Care Assistance

Marsa,

Attached is a clarification letter for the above subject RFP with Adams County Colorado Government. Please review and respond via email or fax to my attention by 4:00 pm, Wednesday, November 14. Please call me with any questions you might have regarding this email or the attachment.

Heidi Casteel, P.H.M.
Purchasing Agent II
Purchasing/Finance Department
Adams County, Colorado Government
720.523.6053 (O)
720.523.6058 (F)
hcasteel@adcogov.org

Proposal

to administer the Colorado Child Care Assistance Program (CCCAP) for Adams County

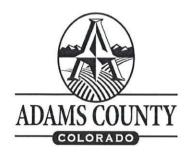
RFP No. 2012.228

October 18, 2012

Aspen Family Services, Inc. Submitted by Marsa Williams President 450 Courtney Way, Suite 101 Lafayette, CO 80026 Phone (303) 604-1043 Fax (720) 240-0008



ATTACHMENT D



2012.228 Child Care Assistance 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

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:

Aspen Family Services Company Name	10/18/12 Date
Marsa Williams Name (Print or Type)	
Maisa Williams Signature	
President	

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.

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I. Qualifications - Scope of Work:

Aspen Family Services is able to and has a history of providing all requirements listed in the Scope of Work for Adams County CCAP administration.

- Information and Applications for CCCAP will be made available during County hours of
 operations and through parent and provider mailings, flyers, posters, and referrals from
 other agencies and providers and as requested by community agencies or other community
 sites. Collaborative outreach methods are used to provide CCCAP availability information
 to families in Adams County via connections to other programs and community
 presentations and resource fair events.
- All current employees had and all new employees have a county, state, and federal criminal, civil, and credit public records check performed through the ADP Online Screening module. This reduces hiring risks and enhances otherwise time-consuming processes. Additionally the candidate's Social Security Number and address history are validated. All employment background and credit checks are compliant with the Fair Credit Reporting Act (FCRA) and are confidential. The candidate completes authorization forms releasing Aspen Family Services from any liability which might arise from these inquiries. Aspen Family Services also does extensive reference checking and reviews all State data systems prior to employment.
- Child care assistance will be provided to TANF families via a referral system between Adams County TANF Case Managers and Aspen Family Services to ensure that all TANF participants in need of child care are served in a timely manner. The current State requirement for processing TANF CCCAP referrals is five days, however Aspen Family Services processes them in 24 hours.
- The TANF Child Care Worker will work closely with ongoing TANF Case Managers to address the child care needs, child care eligibility of TANF participants, and the transition of TANF child care recipients to Low Income CCCAP, including setting up their CCCAP cases in CHATS, and assessing parental fees in accordance with State Regulations.
- Aspen Family Services has a commitment to responding to all telephone and email inquiries within 24 clock hours excluding weekends, holidays, or closures; and keeps extensive phone logs and reports regarding response times which will be made available to the County.
- Aspen Family Services will notify DCHS Family Eligibility & Support Programs Manager immediately of any potential client appeals, consumer complaints, contractor employee issues related to the contract, and/or claims of discrimination. We will also prepare written documentation, statistical reports and/or other materials needed for a Department review and/or Administrative Court review. Our staff is available to support the County and Department in any dispute resolution process that may occur, and will adhere to the County's methods/practices and adapt our processes to the County's needs.
- Aspen Family Services is accustomed to heavy and efficient workloads with tight time frames,
 and is subject to high standards of accountability to its clients. We know that CCCAP clients

require services in a timely manner, and that eligibility must be determined accurately and promptly for each client. Clients may opt for a telephone interview to complete their application process, or be seen in group orientations or individual appointments, within a two-week timeline, or as set forth by the County CCCAP Plan. Aspen Family Services will also conduct on site orientations at various locations (Teen Parenting programs, the County Human Services offices, and other locations as necessary) to facilitate new applications to CCCAP. We are committed to a high level of customer service for all our clients.

- Aspen Family Services staff has extensive experience in the application process and determining CCCAP eligibility, and is well trained in the use of CHATS, the state's Child Care Automated Tracking System. The staff in the Child Care Assistance Program is extensively trained on the CCCAP rules, regulations, and expectations for outcomes. Bilingual staff and the fact that many of our materials have been translated into Spanish allow us to accommodate the diversity of families we serve. The current staff has made a commitment of making CCCAP information available in Spanish, and has translated many of the State CCCAP forms into Spanish for the Division of Child Care. Our staff also has access to translation services for families who speak other languages.
- Aspen Family Services is very experienced in compiling and disseminating information regarding child care availability and options for families. The information we currently provide to the community includes (but is not limited to) types of assistance available to families for purchasing child care (CCCAP, grants, certificates, scholarships, etc.); provider options and types of child care available; cost of child care; and other resources for families with children. Referrals will be made to Child Care Innovations, or the current Resource and Referral program for parents looking for referrals for child care to meet their needs.
- Our staff is accustomed to accurate and thorough records and documentation collection for complete applications and case files, which has been demonstrated in our County and independent audits. All documents necessary to determine initial and ongoing eligibility will be obtained, recorded, and maintained in all necessary databases and client case files.
- All CCCAP applications are approved or denied within the State requirement of 14 calendar days of receipt of completed application. All denials are documented in the case file as well as noted with the reason the case was ineligible on the Denial Notice. All CCCAP clients are authorized for the care they are eligible to receive through the state automated system, CHATS, when their case is approved. In addition, all new authorizations for child care are called in or faxed to the provider the day of approval to notify the provider of the client's approval for assistance and other specific information as it pertains to each case. All printing and mailing of client notices and appeal rights, provider notices, and billing forms will occur on-site at Aspen Family Services to ensure accuracy and facilitate timely communication with clients and providers.

- Aspen Family Services staff will establish parent fees for all applicable authorizations using CDHS guidelines. Hardship reductions to parent fees will be granted when appropriate using a process as agreed upon between the County and Aspen Family Services.
- All CCCAP clients' work and/or school schedules are thoroughly assessed to determine the
 appropriate amount of child care needed, and they are subsequently authorized for the care they
 are eligible for through CHATS. Documentation supporting the child care schedule authorized
 is kept in each client's case file.
- We understand the need for accurate data entry into CHATS, and do this in a timely manner. Our staff is thoroughly trained and experienced in the use of CHATS, and has a past record of extremely accurate data entry into the system. In addition, our staff have participated in implementing and testing all new aspects of CHATS in the past several years, and continue to be committed to monitoring CHATS functions and changes through the State. These standards will be continued and maintained with all staff.
- Aspen Family Services is also a member of the CHATS Change Management Task Group working along with State and other counties to address future changes and enhancements to CHATS.
- Aspen Family Services has developed tracking and data collection systems used to
 determine due dates and other required actions for all pending applications, ongoing case
 actions, and redeterminations. We are accustomed to adhering to State requirements for
 timely processing of all ongoing eligibility changes and redeterminations, and work closely
 with other agencies and units to ensure smooth transitions between programs and integrate
 client services between programs, including a monthly action-required report for all open
 Child Welfare and TANF CCCAP cases available to County Child Welfare and Colorado
 Works staff.
- Aspen Family Services has developed extensive referral tools, and will work closely with the County to ensure that referrals on behalf of clients needing additional assistance are completed in order to connect families with appropriate services and supports.
- We are accustomed to adhering to State requirements for timely processing of all ongoing eligibility changes and redeterminations, and mailing of all client notices regarding any changes or recertification of their eligibility.
- Aspen Family Services currently completes all required TRAILS background checks at the county level for initial qualified provider applications. Upon a clear county level background check, Aspen Family Services provides the potential qualified provider with the necessary documents for the fingerprint based background check required by CCCAP regulations. Notification of the receipt of the fingerprint packet are recorded in CHATS and documented with the qualified provider's file. Notification of the results is recorded in CHATS by the State Department of Human Services. Aspen Family Services will print the results and maintain them with the fiscal agreement. If the fingerprint background check results in a criminal background finding, those results will be reported to the appropriate County department.

- Aspen Family Services adheres to State required processing timelines 100% of the time, and has minimal case quality findings at Case Review and Audit. These standards will be followed with Adams County CCCAP.
- Aspen Family Services will perform monthly random quality reviews on a minimum of 1% of total caseload with corresponding authorizations and provider payments per month. Areas of review may be, but are not limited to: CHATS Data Entry, Eligibility Determination, Authorization, Noticing, Redetermination, Documentation, Investigation and Recovery, and Fiscal
- Additional risk factors are further researched using available methods. Reports are kept recording the results of all case reviews and will be made available to the County by the 15th of each month.
- Aspen Family services will perform a comprehensive audit of provider billings and payments. Each monthly audit shall include either those providers associated with the monthly case reviews or five randomly selected providers. Confirmation and verification contact with parents may be included. Areas of review will be: Appropriate Billing and Payment, Sign In and Out Records, Appropriate Rates
- We will also assist the Department with verification of actual child care hours provided in
 order to ensure accurate vendor payments, and provide any other assistance or secure
 verifications as requested by the Department in reference to provider payments and/or
 billing matters. We have developed a variety of tools to use in identifying billing
 discrepancies and solutions to ensure accurate benefits payments.
- All suspected internal, client or childcare provider fraud will be reported to the appropriate county Investigation/Recovery Unit. Aspen Family Services will maintain direct contact on an ongoing basis with the Investigation and Recovery Unit to refer all cases of suspected fraud, including appropriate background information and documentation to facilitate successful investigation of such referrals. We have developed methods and procedures, which have dramatically reduced the incidence of billing fraud. In addition, Aspen Family Services has conducted several fraud prevention workshops and presentations at various conferences around the state, and is acknowledged as a leader in fraud prevention efforts. Aspen Family Services continues to stay involved with state staff to develop various detection and prevention techniques for all CCCAP units.
- Upon receipt of a founded investigation report or suspected overpayment identified internally by Aspen Family Services staff, the childcare case will be reviewed for possible overpayment of childcare benefits. If an overpayment of benefits is indicated, a recovery will be pursued per County procedure. Aspen Family Services will determine and calculate any overpayments, including sending appropriate notification to the client and the County within 30 days of identification or final/complete investigation report, initiate a provider payment offset if appropriate, and represent the County at any requested county dispute resolution conference or state administrative hearing. If necessary, a County Attorney is utilized.

- Overpayments/recoveries will be entered into CHATS for any childcare client or provider recoveries upon review and final approval from the Family Eligibility and Support Programs Manager. Upon the same review and final approval Childcare provider recoveries will be handled as a provider payment offset in CHATS if possible.. The County Investigations and Recovery Unit will be responsible for the collection activities associated with any recovery per CDHS Staff Manuals III and V.
- Monthly tracking will be provided detailing the number and amount of any recoveries, and the nature and case identifying information of any investigations referrals.
- We understand the need to closely track fiscal agreements with child care providers, and in addition, to continually recruit for more available child care for CCCAP families. We will keep extensive records of all providers with current and past fiscal agreements, and will initiate all new fiscal agreements for Adams County CCCAP providers, including for care provided through the Child Welfare Child Care program. Fiscal agreements are never entered into with potential providers who have a child protection history, or who have a record with other agencies as specified by the County. Fiscal Agreements with Qualified providers also are subject to fingerprint-based background checks. Our record keeping and ability to track data and monitor fiscal agreements is excellent. Our staff has established excellent relationships with child care providers in the community.
- Provider data reports, including provider classification status will be provided to Adams County on a regular basis.
- In addition, our staff has extensive experience and understanding of the child care rate structure and how it is determined. Our staff will be instrumental in the decision-making process about the DCHS child care provider rates and payment policy issues. Our experience gives us a unique sensibility to the needs of both child care providers and the County around issues of rates, including budgetary impact and trends within the community regarding child care rates and fees.
- We will maintain current fiscal agreements with child care providers serving the Adams County CCCAP families, and only change rates as state regulations allow and initiate all new fiscal agreements according to the fee structure in place.
- Aspen Family Services checks each Child care provider against the Federal EPLS system to
 ensure they are not suspended or debarred from participating in any federally budgeted
 program. Aspen Family Services will prepare complete provider packets, including
 necessary information and resources for understanding the policies and procedures of
 CCCAP. Aspen Family Services Provider Specialists maintain communication with the
 providers to ensure that the fiscal agreements are received timely.
- Providers are given support materials annually including billing calendars, POS updates, and general CCAP updates. Staff will be involved in an ongoing training of updates with providers that specifically address: use of POS equipment, accuracy, timeliness, manual claims process and expectations, and appropriate use of manual claims.

- Aspen Family Services will hold provider orientations to train all new providers on CCCAP procedures, completing of all required forms, and payment options. Aspen Family Services will also be available on an ongoing basis to support providers with any billing or procedure questions that they may have, and will follow up with on site or phone training and review with any providers identified by the Accounting Staff as having consistent errors or problematic billing practices. Aspen Family Services has implemented a model review program of provider billing forms and attendance sign-in and sign-out records to identify problematic billing processes or potential provider or client fraud. These reviews are in support of internal reviews conducted by DCHS staff.
- Aspen Family Services will enter all completed fiscal agreements into the CHATS data system per State rules and will renew or update any necessary fiscal agreements according to State and DCHS rules and policies.
- Aspen Family Services will coordinate with DCHS Business Office staff regarding any
 questions or billing discrepancies that occur to ensure mutual resolution.
- Aspen Family Services Provider Specialists will conduct TRAILS record checks and secure any necessary background check documentation required by the County or CBC to ensure the appropriateness of contracting with any qualified provider.
- Aspen Family Services will provide the County with a monthly report of all new
 applications received, number/status of approved/denied/pending applications, total number
 of redeterminations processed, timely processing data/average days to process, followup/status of customer service calls and audit and case review information. Additional data
 will be made available upon request (i.e. call log data.)
- Aspen Family Services representatives will meet monthly with the DCHS Family Eligibility and Support Programs Manager to review progress and outcomes. The staff assigned to this program has established relationships with other CCCAP supervisors, CHATS users, and State Division of Child Care staff. The supervisor of the program will also continue to attend these meetings as well as maintain current relationships with State and local entities in order to assure the continued success of the program. The Aspen Family Services CCCAP is currently viewed as a leader in the state regarding program policies, methods, procedures, rule implementation, and overall program knowledge. Aspen Family Services staff is invited frequently by the state to troubleshoot issues, test new rules and computer systems, and present CCCAP related topics at various meetings and conferences.
- Aspen Family Services will provide the County with a monthly report delineating the number of new applicants, payment summary information, the number of on-going cases, etc. in the format approved by Adams County. Monthly summaries of outcomes, volume, statistical data, case audits, and any other supporting documents will be provided to the County. Overall program status and any customer services concerns or other issues will also be addressed in the monthly meeting.

Sample Reports are attached as Exhibit F

• Aspen Family Services will also coordinate information sharing of any client changes to ACDSS staff in a timely manner.

II. Qualifications – Responses

A. History, Experience & Background

Aspen Family Services, formerly under the umbrella of Work Options Group, has administered the Colorado Child Care Assistance Program (CCCAP) for 15 years for Boulder County, 9 ½ years for Adams County, 7 years for Jefferson County, 3 ½ years for Denver County, and 3 years for Douglas County. Aspen Family Services specializes in high-quality customer service-oriented casework and outsourced administration of CCCAP, including all aspects of casework for assistance: initial eligibility determination, ongoing eligibility redetermination, interfacing with child care providers for contracts and payments for CCCAP families, technical assistance with quality and capacity building grants, and technical assistance to County Departments of Human Services regarding provider rates, budgeting, and Child Welfare Child Care casework.

To date, we have managed case loads of up to 5,000 Low Income, TANF, and Child Welfare CCCAP cases at a time. Our experience working with these populations, and administering the Child Care Assistance Program for the past 15 years, as well as our knowledge of the needs of families working to become self-sufficient, make us uniquely qualified to administer the Child Care Assistance Program for Adams County.

Aspen Family Services currently holds membership in the following organizations:

- The Summit CCCAP Workgroup
- Colorado Welfare Fraud Council
- CHATS Change Control Board
- United Council on Welfare Fraud
- Early Childhood Council of Boulder County
 - Sustainability Expert Committee
 - ECE System Development & Sustainability Finance Committee
 - Advisory Council

Cost and comparable projects:

Boulder County CCAP Administration – 15 years

FY 2012 – Average Caseload 580, contract amount \$408,301

Jefferson County CCAP Administration – 7 years

SFY 2012-2013 – 1015 cases, contract amount \$620,910

Douglas County CCAP Administration – 3 years

FY 2012 – 220 cases, contract amount \$165,000

B. Mission Statement & Organizational Chart

Adams County Government's and Department's Vision and Mission are very aligned with the Mission and Vision of Aspen Family Services. Providing innovative, outstanding customer service to families and children, providers and community partners is emphasized and practiced on a day to day basis at Aspen Family Services. Our staff understands the importance of being

the County's agent in serving the public. As a member of the team of service providers we are committed to the high standards and principals of responsible governance of public programs, and continued efforts at implementing and adopting best practices in the field. Our history of excellence in CCAP Administration speaks to our commitment to customer service and the promotion of family strength building, preservation and self-sufficiency.

Organizational Chart attached as Exhibit G

C. Unique Expertise, Infrastructure & Resources

Aspen Family Services has a history of unique partnerships with counties in developing high quality customer service initiatives and CCAP casework, system and policy improvements, as well as participation in developing unique solutions to parent or provider needs regarding access to CCAP. Some of these solutions include communications systems between CCAP staff and Business Office staff, referral tools for use between Child Welfare or TANF Case Management staff and CCAP staff which have been reproduced by the State for all Counties' use, imaging and notation system for CCAP billing forms and problem resolutions, and a proprietary Intake Data System to track incoming application inquiries and appointments. We envision a continued relationship with Adams County as the one we've had for the past nine and a half years.

Aspen Family Services utilizes a technical infrastructure capable of supporting over 100 employees, including an In-house IT department with over a decade of CCCAP technology experience.

Aspen Family Services has always known the value of solid business technology and has invested over the years in IT assets such as: State-of-the-art phone system (includes call recording, reporting, and tracking), reliable on-site Email and SPAM Servers, a dependable & effective Intake / Call log database, Tested Network security / Firewall strategy, reliable and secure On- and Off-site Backup, and a 'Green' Faxing strategy that keeps a volume faxing environment functioning smoothly with a minimum of resources.

We have always worked closely with county IT departments to ensure a consistent working environment with the CDHS portal from the Aspen Family Service's office, as well as many other State and County sponsored Internet Databases. All 4 counties that Aspen has contracted with have unconditionally granted Aspen employees functioning CDHS portal credentials.

Aspen Family Services' main offices are located at 450 Courtney Way, Suite 101, Lafayette, CO 80026. Company representatives are available during normal business hours in person or via telephone at 303-604-1043.

Aspen Family Services requests use of a conference room or other similar meeting room within the Human Services building on a regular basis to conduct in-person new applicant orientations to CCAP and other client or provider meetings or trainings as needed. All ongoing case work will occur on-site at Aspen Family Services' Lafayette office.

D. Knowledge of Adams County

Aspen Family Services has extensive knowledge of the parent and child care provider community in Adams County, having administered CCAP for over nine years. Our Staff are

familiar with resources for parents and providers, as well as actively participate in numerous resource fairs and on-site collaborations with multiple agencies that also serve Adams County families.

E. CCAP Experience

Aspen Family Services is seen as a leader in the state regarding program policies, methods, procedures, rule implementation, and overall program knowledge. Aspen Family Services staff is invited frequently by the state to troubleshoot issues, test new rules and computer systems, and present CCCAP related topics at various meetings and conferences. Aspen Family Services staff is well trained in the use of CHATS, the state's Child Care Automated Tracking System. The staff in the Child Care Assistance Program is extensively trained on the CCCAP rules and regulations, the CCCAP Policy Manual, and expectations for outcomes. We adhere to all applicable federal and state statutes, rules and regulations and will adhere to Adams County policies and procedures, and Department policies and procedures outlined in the Adams County Child Care Assistance Plan.

F. Key Personnel

Aspen Family Services' line and support staff that will be working on Adams County CCCAP have more than one year of CCCAP and CHATS experience. All staff members participate in regular Rule, Policy, and Procedure trainings and are evaluated for case work quality and performance on a regular basis. We currently have over 25 staff members with over 5 years of CCAP and CHATS experience, and are able to quickly rotate staff as coverage needs change due to case load volume, new application/orientation needs changing, and for other staffing coverage needs.

Supervisory staff has a minimum of five years' CCCAP and CHATS experience, and all have been instrumental in the CHATS replacement project and ongoing CHATS Change Management functions, as well as any other efforts to improve processes, policies and Rules at the State level.

Key Personnel List attached as Exhibit J

G. Experience Managing Projects with Federal Funding

Aspen Family Services has demonstrated its ability over the last 15 years to meet the obligations of delivering the services required at above standard performance. Aspen Family Services A133 audit results have been extremely favorable, with minimal findings, including an independent A133 audit performed annually.

H. Comparable Projects

Aspen Family Services has provided CCAP Administration to four other Counties in the past fifteen years, including all aspects of eligibility determination, on-going casework, provider fiscal case work and trainings, fraud prevention and detection, case quality reviews, and other community outreach and CCAP educational services as needed. Sample reports are included for the past five years for our most comparable contract with Jefferson County as Exhibit F.

Exhibit A: Fee Schedule

Fees and Expenses

Annual Contract Rate to Administer the Program:

Current case counts are at approximately 950 ongoing cases, with an average prior year case count of 1046 and the anticipation of a case load increase over the next two years.

Our yearly contract rate to administer Adams County CCCAP is \$670,679.00 for year one (2013). This includes staff salaries, payroll taxes, benefits, program management and supervision, telephones, front desk and administrative support, printing and reproduction, postage, mileage and overhead expenses including office space, utilities, janitorial, IT, and miscellaneous supplies. If the caseload increases by more than 50 cases, Aspen Family Services reserves the right to request additional funding for additional staff to manage the program. If the case load remains constant, the anticipated contract rates for years two and three are a 5% increase over the year one, based on anticipated increases to salary, benefits costs, and overhead.

This contract rate assumes that Aspen Family Services will have the continued use of necessary computers, including CHATS access, all other necessary hardware and software, maintenance and support; and on-site office space or conference rooms for regular use at the County location.

2013 Base	Expenses - Adams County Co	CAP Adminis	tration	
Position/Base Expense	Description	Allocation of time to contract	Annual Salary & Benefits	Total
Salaries & Wages: Intake Team Lead	.75 FTEs	75.00%	\$ 48,157.20	\$ 36,117.90
Salaries & Wages: Intake Worker		10.00%	\$ 33,873.84	\$ 3,387.38
Salaries & Wages: LI Case Workers	3.9 FTEs	100.00%	\$ 135,308.85	\$ 135,308.85
Salaries & Wages: LI Team Lead		25.00%	\$ 42,282.24	\$ 10,570.56
Salaries & Wages: Management	Pres, Mgmt Asst, & Office Mgr	39.25%	\$ 169,638.79	\$ 66,583.23
Salaries & Wages: Program Manager		39.25%	\$ 91,422.24	\$ 35,883.23
Salaries & Wages: Provider Specialist		60.00%	\$ 50,668.80	\$ 30,401.28
Salaries & Wages: Quality Assurance		39.25%	\$ 30,117.36	\$ 11,821.06
Salaries & Wages: Senior Case Worker		39.25%	\$ 54,600.00	\$ 21,430.50
Salaries & Wages: Spanish LI Case Worker		20.00%	\$ 49,314.72	\$ 9,862.94
Salaries & Wages: Supervisor		39.25%	\$ 68,250.00	\$ 26,788.13
Salaries & Wages: TANF Team Lead		95.00%	\$ 44,772.00	\$ 42,533.40
Salaries & Wages: Payroll Taxes		100.00%	\$ 36,044.56	\$ 36,044.56
Salaries & Wages: Bonus & 401k		100.00%	\$ 13,901.92	\$ 13,901.92
Direct Staff Expenses	Mileage Reimbursements	100.00%	\$ 756.53	\$ 756.53
Health & Dental Benefits		36.55%	\$ 40,508.44	\$ 14,805.83
Rent		36.55%	\$ 187,711.15	\$ 68,608.42
Office Supplies & Equipment		36.55%	\$ 18,286.10	\$ 6,683.57
Insurance - Liability/Worker's Comp		36.55%	\$ 9,823.11	\$ 3,590.35
Staff Development	Training & conference fees	36.55%	\$ 6,551.63	\$ 2,394.62
Legal & Professional	Accounting, Audit, & Consulting Fees	36.55%	\$ 50,696.00	\$ 18,529.39
IT Services	Telecommunications, IT Mgmt	36.55%	\$ 51,009.09	\$ 18,643.82
Copier & Postage	Equip leases, supplies, postage	36.55%	\$ 56,942.97	\$ 20,812.66
Other Indirect Operating Expenses	Dues & Subscriptions, Bank Fees, Indirect Travel, M&E	36.55%	\$ 8,980.58	\$ 3,282.40
5% Profit				\$ 31,283.56

Total \$ 670,679.66

Monthly Average \$ 55,889.97

Exhibit B: References

Current clients:

Dani Crane, Program Manager
Jefferson County Department of Human Services
Colorado Works/Child Care Assistance Program
3500 Illinois | Golden, Colorado 80401
303.271.4719 office | 303.378.8876 cell
http://jeffco.us/hs | decane@jeffco.us

Vikki O'Neil, Division Manager, Adult & Family Eligibility and Support Programs Administrator, Child Support Enforcement Douglas County Department of Human Services 4400 Castleton Court Castle Rock, CO 80109 (303) 688-4825, extension 5369 (303) 981-6177 (Cell) vallen@douglas.co.us

Christina Ostrom, LSW, MSW, Family & Resident Support Services Division Manager Boulder County Department of Housing and Human Services 2525 13th Street, #204
Boulder, Colorado 80304
Phone (303)413-7023
costrom@bouldercounty.org

Previous client:

Juanita Rios-Johnston
Denver County Department of Human Services
Division Director
1200 Federal Boulevard
Denver, CO 80204
Telephone (720) 944-2900 Fax (720) 944-2801
Juanita.Rios-Johnston@denvergov.org

Additional References:

Stephen Heiling, Consultant
Division of Child Care Director (retired)
2750 W. 117th Way
Westminster, CO 80234
Telephone 303-460-9609
s.heiling@comcast.net

Cindy Carrillo, former CEO Work Options Group, Inc. 4886 Kings Ridge Blvd. Boulder, CO 80301 Telephone (303) 882-8831 ccarrillo7@comcast.net

Patricia Bolton
Director, Child Care Innovations,
Red Rocks Community College
Executive Director, Triad Early Childhood Council
13300 W. 6th Ave. Box 22B
Lakewood, CO 80228-1255
Telephone (303) 914-6527 Fax (303) 914-6802
pat.bolton@rrcc.edu

Exhibit F: Sample Reports

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callers denied due to student	7,500	n) c	2/4		2		ų,		0,0		2,4	2,4		,	F		9	
callers denied for being over	2	Ę	٩	,	5	71	8	ď	2 ≃				2	2	2	5	2 %	
	2	Provide	r Contact	Provider Contact - Orientatio	ns and Fis	cal Agreement	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	2	2					2		2	3	
Exempt provider fiscal		-	-		,	1				-						÷		
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Agreement requests	٥.	6	Ē	13	7	Ö	101	16	ន	-01	14	ω	140	12	147	12	92	
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oventationshis month	-				3	1	6	Ŧ	2	2	0	2	18	2	-88	8	86	
Percent Provider Attendance	50%	50%	33%	50%	100%	33%	75%	25%	67%	33%	0%	29%	0	45%	67%	67%	%19	
Providers denied for					-													

* Note: "Overdue Recoveries" includes cases where AFS is awding the Case File from Closed Files, or on Investigation Report to assess if a recovery is warranted.

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2005 YTD Total		D/a	2	plu		4224	217	£10.000		0/4		\$835	168	υla	\$270,702	D)a	Ī	3	E				33	Ö	\$18,854		C		₩.		329			7	12		-	8		25				1.6	7.6	8	3	8	61%		F
2006 YTD 2006 YTD Total Average		11564 964		5488 457				2,522 210	3	4677 390		8427 702		<u>.</u>	\$510,882 \$42,574	WS 119											13%4		920		514 43			12 1	28 2	2 0	2 0	70		115 10				214 18	147 12	126	900	86			21 2
2007 YTD 2007 YTD total Average		10867		2087 174	-	2748 229		1,447 121	ä	7857 656		9		₫.	\$904,145 \$75,345		0			2	lo	2	9 0.75	44	\$280,766 2,340		1553		1678 140		76.71 89			331	30 2.5		0	,		121 13				43 4	140 12	4		18	0 45%		3 0.58333
2008 YTD average	·····	1214.3		45.8	258.1	180.2	9.4	\$3.057.61		7.4.7	1930.3	1539.3	62.2	848.1	\$131,232.5	0.70	200	0.4	0.3	0.3	0.3	0.0	2.7		1571.2		78.5		218.5	:	0.4			2.5	1.3	0.0	0.0			***************************************	18.0			7.4	13.6	7.4		3.0	9.0		
2008 YTD Total		14571	Š	79/-	3097	2162	13	1,252	,,,,,,	90/11	23163		- 13	101/7	, S	88		5	9	3	т	0	32		18853.93		942		2822		65%			OC	191	0	o	6		0	216			68	163	ô	5	77	52.8%		7
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γn		1280			270	0.000		33,115	1		1	1628		%	4				0		ō				,	ntations	<u> </u>		152		68%					O.					1	ment Approv		8	15	α		m			ō
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Feb		107	137			143		\$3.2	07K		1		70	4111	500,114 51			0	0	-	0	O	2		02 41,908,48		8		101		9 %9				0	0	0							6	13	-	,	Ŋ			
Jan			_	-				\$2,6		-				6	20/100/13									1000	200.102		Φ.							anver	Addms	ghoe	ntreid		185%		 \$72		neni			ation				pur	
		Total Combined Caseload #903	Total Colorado Works Caseload		total Colorado Works Children	Port lime rayments #609	Total Paid Cases	Parental Fees Paid #869	Total Low Income Caseload #903		Total Low Income Children #903	Port Time Postments #840	Total Paid Cases	A Circle Feet Paragraph	Total SCOC Caselood #903	Total SCDC Children #903	Case Checking	State Hearings	Dispute Resolutions	Referral to investigations	investigations Returned	Referral to Recovery	Recovenes completed	Overdue Recoveries	Necovery Alloon		Current month callers scheduled for future orientations	clients scheduled for this month	oneologion	clients who attended this months	percent clent affendance rafe	callers who moved from	County:	Denver	Aa	Arapahoe	groomtield	callets denied aue to student status	callers denied for being over 185%	ä	calers denied for being over 225 fol	The state of the s	Exempt provider Fiscal Agreement	requests	Ucensed provider fiscal Agreement requests	Providers scheduled for orientation this month	Providers who aftended	mentation this month	Percent Provider Attendance	Providers denied for backgrou	check regions

* Note: "Overdue Recoveries" includes cases where AFS is awaiting the Case File from Closed Files, or on Investigation Report to assess if a recovery is warranted.

Jefferson County Monthly CCCAP Reports SFY 2009-2010	P Reports SFY	009-2010																
	50.5	Aug	g s	tio	Nov	Dec	Jan	ş.	Mar	Apr	Мау	war	2009-2010YTD 2	2009-2010 YTD 2	2008 YTD Total	2008 YTD 200	2007 YED Tetes	2307 YTD Average
				Cose	Caseload and Payme	352												,
Total Combined Caseload #903	1435	1534	1588	1575	1584	1502	1443	1360	1285	1201	1164	1021	16692	1393	14571	1234	10847	906
#903	202	230	235	727	228	229	225	236	g	213	213	213	2676	22	1762	147	7807	3,4
Total Colorado Works Children #903	394	425	439	414	424	422	393	426	412	398	804	412	4 9.6.7	414	3002	350		
Full Time Payments #869	291	336	317	253	294	286	257	312	305	322	376	291	3650	, 8¢	2162	981	2748	224
Part Time Payments #869	9	5	15	44	53	27	22	33	29	29	5	22	333	88	113	0-	224	, .
Total Paid Cases #869	157	172	173	180	193	178	691	180	195	192	280	184	2173	181	1252	20	1447	121
Parental Fees Paid #869	\$ 4,122	\$ 4,090	\$3,391	\$ 3,253	\$ 3,746	\$ 4,715	\$ 3,678	\$ 3,759	\$ 3,693	5 2.911 S	3.768	53.153	\$ 44279 \$	3	167 725	ļ.,		27.02
Total Low Income Caseload#903	4119		1260	1261			1162	1067	1018	932		749	13137	\$ 60	11756		7847	53,701
Total Low Income Children #903	2184	2304	2432	2416	2422	2307	2211	2019	1930	1774	1709	1455	251.63	2002	23143	1920		
Full Time Payments #869	1781	1851	1864	1598	1933	2008	1796	1845	1838	1596	1810	1354	21274	1773	18471	3539	14561	spor.
Parl Time Payments #869	25	29	99	180	232	143	83	95	115	D&	121	69	1 280	107	744	cr		
Total Paid Cases #869	884	1001	1055		1168	1163	1116	1031	1043	704	941	837	12338	1028	7,101	848	6414	2 ES
Parental Fees Paid #869	\$ 157,956	\$ 174,616	\$164,111	\$ 151,152	\$ 183,995	\$ 184,603	\$ 170,601	\$ 179,878	\$180,988	\$ 150,079	\$ 172.101	\$139.044	4	5347 427	062 725 18	5133 232		375 376
L & TANF provider fees polici#869	5684.385	5736.178	\$837.755	\$410.039	5681 711	137.521	287.778			CCAT 1920	0 603 603	800.008	1					
Case Checking	D	0	0	4	0	o			*******			0.070	700	0			0	0
State Hearings	0	0	O	0	٥	0	0	-		0	O	0	2	0.17	5	0	2	0
Dispute Resolutions	0	0	0	0	1	0	0	0	0	0	0	0	1	0.08	3	0	1	٥
Referral to investigations	0	2	М	-	~	2	-	7	-	-	0	0	- -	-	2	0	2	
Investigations Returned	0	2	0	2	0	0	2	0	0	0	0	2	8		m	0	0	
Referral to Recovery	С	0	0	Ō	0	0	O	n/a	0	0	0	-		0.0909091	•	۰	7	
Recoveries completed	0	0	0	7	1	4	-	69	0	0	60	٥		85.1	31	6	•	
Overdue Recoveries*	- 0	o	О	0	0	0	0	_	0	0	0	2	2	0			0	o
Recovery Amount	\$, s		\$ 16,931 \$ 390.00	390.00	\$ 1,367.00	\$ 409.00	\$ 2,405.45			\$3,599	\$1,570	\$ 26,671	\$2.425	\$18,584	\$1,549	\$280,766 \$	2,340,00
Current month callers scheduled for future orientations Clients scheduled for this month's	06	7.6	4	8	52	09	28	20	25	37	135	62	720	09	004	82	1552	129
onentation of the market	198	772	230	243	177	172	186	121	143	179	72	143	2139	178	2,414	219	1,678	140
orientation	113	198	146	3	113	102	96	3	я	109	÷	79	1288	106	1,580	7.	1,073	\$85
Callers who moved from	27%	71%	63%	55%	64%	265	51%	53%	52%	219	57%	55%	265	265	%59		76%	100%
County:	•	•	-	-	C	-			•				,		1			
Adams		4	5		6	7	21		7	9	8) F	73	7	13	1	38	, ,
Arapahoe Broomfield	0	0	0	00	0	0	0		0	00	0 0	00	00	0	0 0	0 0	59	0
Callers denied due to student status	O	0	o	o	٥	0	٥		9	2	2	0	0.	-	0			,
Callers denied for being over 165% fol	0	0	0	D	0	0	32		æ	33	39	38	173	91	0		121	2
Callers denied for being over 225 fpl	19	24	25	k)	16	•	0	,	0	ō	0	0	88	•	198	18		
Exempliprovider Fiscal Agreement																		
requests	2	40	12	12	13	8	2	ю	-	2	10	10	74	9	48	7	2	4
ncemed provides riskd Agreement requests	15	33	16	13	8	13	13	6	5	13	8	3	145	12	163	14	140	12
rioviders scheduled for onemation fals morth	2	9	0-	ç	œ	8	2	67	-	8	10	10	2		86	^	4	
Providers who aftended orientation this month	01	2	ď	œ	v	-	G	-	c	-	ř	·	ğ				•	
Percent Provider Aftendance Providers denied for background		33%	44%	80%	63%	20%	260	33%	%0	20%	33%	33%	38%	38%	53%	56%	2 55	45%
check reasons	0	0	0	3	Ŧ	0	6	0	0	0	0	0	7	0	7		•	o

*Note:"Overdue Recoveries" includes cases where AFS is awaiting the Case file from Closed Files, or an Investigation Report to assess if a recovery is warranted.

Jefferson County Monthly CCCAP Reports SFY 2010-2011	AP Report	s SFY 2010-	2011																	
	D) (Avg	d .	o G	Nov	Dec	ę,	3	¥ di	Apr	Моу	30 Son	2010-2011 YTD Total	2010-2011 YTD Average	2009-2010YTD Tofes	2009-2010 YTD Average	2008 YID Total	2008 YID Average	2007 YTD 20103	2007 YTD Average
				Caseload	load and l	and Payments	1													
Total Combined Caseload # RE-301	912	816	741	921	877	878	914	918	937	982	958	973	10827	902	16692	1391	14571	1214	10867	404
Port Coolege Hors Caseleda	209	196	961		525	-83	238	B	245	243	219	240	2453	223	7276	266	674.1	147		
Total Colorado Works Children	402	381	381										1164	388	4,967	414	3.097	258	100	
Full lime Fdyments #869	ž	Ş ₹											786	393	3850	ă	2162	180	2748	124
Total Paid Cases #869	180	200									1000 BEST (1907)	1000	17	8.5	333	28	113	6	224	61
Parental Fees Paid #869	5 3,813	\$ 4,479											8797	4146	2173	181	1252	101 201 201 201 201 201 201 201 201 201	97	121
Total low income Constructions		012											7	OF I	,	OLD OCC	~ (6)	997/98	Š.	ē.
The state of the s	8	X 8	474		590	909	88	624	602	645	843	638	6659	605	13138	1095	11756	8	7867	25.5
Full Time Payments #869	1271	1096	963										3330	1110	25163	2097	23163	1930		
Part Time Payments #869	19	37				4							2821	1410.5	21274	1773	18471	1539	12591	1049
Total Paid Cases #869	907	709											1418	7007	19330	1000		97.0		8
Parental Fees Paid #869	\$ 112,904	\$ 124,719											\$237,623	\$118,812	\$2,009,124	\$167,427	\$1,574,790	\$131,232	\$904,145	575,345
Total SCDC Caseload		100 T 1 1 1 1 1 1 1			62	58	89	72	90	9,4	96	9.5								
U.s. TANE provider hees poild #869	\$519,348	\$414,090											\$1.133.438 \$ 566.719	\$66,719	27,103,72	616,794				
Case Checking				HE	Hearings and	Investiga	Iffons													
State Hearings	-	o	o	o	0	Q	۳.	7		0	0	o	5	0.42	2	0.17	6	٥	2	c
Dispute Resolutions	0	i0	C	6	o	0	0	0	0	0	0	o	0	C		800		0		
Referral to Investigations	m		c	c	c	-	c	c	c		-			G, C	:					
Investigations Returned	2	0	0		, 0	, 6	Ç	, c	y v	, 6	-	· c	c 01	0.42	4 0	- -	7	0	2 .	
Referrel to Becovery		-	•	c		-	,	,				,	2		o	-	9	5	9	
financia in the second	9	9	9	2	9	O	9	9	0	0	0	0	0	0	~	0.09	o	Ó	2	
Kecovenes completed	8		0	0	1	0	0	0	0	1	-	0	22	2	19	1,58	31	3	•	
									133	- 10		1000			1		3			
Kecovery Amount	\$ 25,795 \$	2.797	2	•			\$	\$		3,509 5 7	71,047	8	\$103,513	\$8,826	\$ 26,671	\$2,425	\$18,584	\$1,549	\$280,746	2346
Current month callers scheduled for future orientations	88	63	69	35	Chemanons 2	and scree	Screenings	Ş	53	76	32	47	908	69	790	5	Ş	6	1	
Clients scheduled for this month's													•			8	3		3	71
Clients who attended this month's	149	146	145	188	107	100	125	130	105	250	124	123	1592	133	2139	178	2,414	219	1,678	140
onentation	92	84	89	102	94	89	78	81	829	8	28	89	896	18	1268	106	1,580	34.	1,073	\$85
Percent client attendance rate	92%	58%	%19	24%	%09	289	62%	62%	95%	%09	68%	25%	200000000000000000000000000000000000000	41%	28%	%09	%59		76%	100%
County																				
Denver	1	0	1.0	0	2	0	0	0	0.	0:	0	0	7	0.33	8	1	27	2	æ	2
Arapahoe	0	0	0	0	0	0	0	0	0	0	0	0	0	800	०	, 0	2 0	- 0	8 3	6
Broomfield	0	0		0	0	0	0	0	0	0	o	0	6	0.75	0	0	0	0	0	0
Callers denied due to student status	9	10	6	m	4	4	'n	7	m	S	~	2		•9	10		0		^	
Callers denied for being over 165% [32	**	21	27	12	18	11	24	82	17	31	8	277	23	73	16	Q		121	13
Callers denied for being over 225 fp															g	۰	80	ŭ		
				NA.	Provider one	orientations a	and Agreements	suer				-			2)	,	0/-			
erinpi provider riscal Agreement	-	,	2	7	0	0	0	-		0	0	o	B)	_	74	•	86	^	2	*
Ucensed provider Riscal Agreement	4	49	S	m	11	82	13	7	12	9	8	2	105	•	397	21	163	34	91	2
Providers scheduled for onentation this month	900	_			-	c	**	-	-		,	-	7,	22.4	37	u	8	,	,	
Providers who attended orientation							•	-			7	2	0	3	3	,	6		2	7
Percent Provider Attendance	020	250	2 999	2 99	0%0	020	33%	100%	0 %0	0 %	202	0%0	7	0.58	# 15 15 15 15 15 15 15 15 15 15 15 15 15 1	. 25	25	¥ 272	30 12	2 5
Providers denled for background														200			2/22		5	ż
check reasons	0	o	0	0	0	0	o	0	0	O	0	0	0	O	4	0	7		3	0

* Note: "Overdue Recoveries" includes cases where AFS is awaiting the Case File from Closed Files, or an investigation Report to assess if a recovery is warranted.

The control of the	Jefferson County Monthly CCCAP Reports	P Reports	s SFY 2012-2013	2-2013																			
1 1 1 1 1 1 1 1 1 1		Ę	Aug	Q.	oet	Not	Dec	Ę			8	Мау		2013 2012-2 lokal YTD Ave			zoto-zott tehet		2009-2010 YTD Tated			2008 YTD Ave	
1. 1. 1. 1. 1. 1. 1. 1.			-		Ü	eload and	Payments																
1 1 1 1 1 1 1 1 1 1	Total Combined Caseload # RE-301	1082	1103	1108											ĺ					1391	14573	1214	
1	FRESOT	213	234	261											33.		2453	233		233	1762	41	
The control of the	Total Colorado Works Children Full Time Poviments #849						200000000000000000000000000000000000000	Samuel Same					770000000000000000000000000000000000000				1981			414	3,097		Maria Ma
1	Parl Time Payments #869												-				223	33		3	2162		
1. 1. 1. 1. 1. 1. 1. 1.	Total Paid Cases #869																5589	190		181	1252		
1. 1. 1. 1. 1. 1. 1. 1.	XOS#BUGI F664 PG #80X																829.		s	- 3	\$34,691		300000
13 13 13 13 13 13 13 13	Total Iow Income Caselodd#KE3U	751	737	746											2		6999	\$0\$	3	1095	31756	\$80	
1.12 1.12 1.13 1.14 1.15	Full Time Payments #869			ľ	ľ		ľ										333	{>>	- 18	2097	23163		
18 18 18 18 18 18 18 18	Part Time Payments #869																33	9	9	107	746		
1. 1. 1. 1. 1. 1. 1. 1.	Total Paid Cases #869																1418	96	12338	1028	72101		
1 1 1 1 1 1 1 1 1 1	Table Conditions	9:	1	-									***************************************							\$167,427	\$1,574,790	\$131,232	
1 1 1 1 1 1 1 1 1 1	ioldi SCDC Caseloda	118	132	101									- 18			95							
1 0 0 0 0 0 0 0 0 0	U.S. IANE provider tees paid #869 Case Checking				, x	leadings on	on the state	Figure					\$				51,133,438		0.001	616.794			
1 1 1 1 1 1 1 1 1 1	State Hearings	0	0	0											-					21.0	ų	Ĭ	
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Control Cont	Provider Informal conference	-	0	0										ă	333					2	•	•	(00000000
Control Cont	Trici	0	0	0										777.00	0								
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Adams County Sample Report

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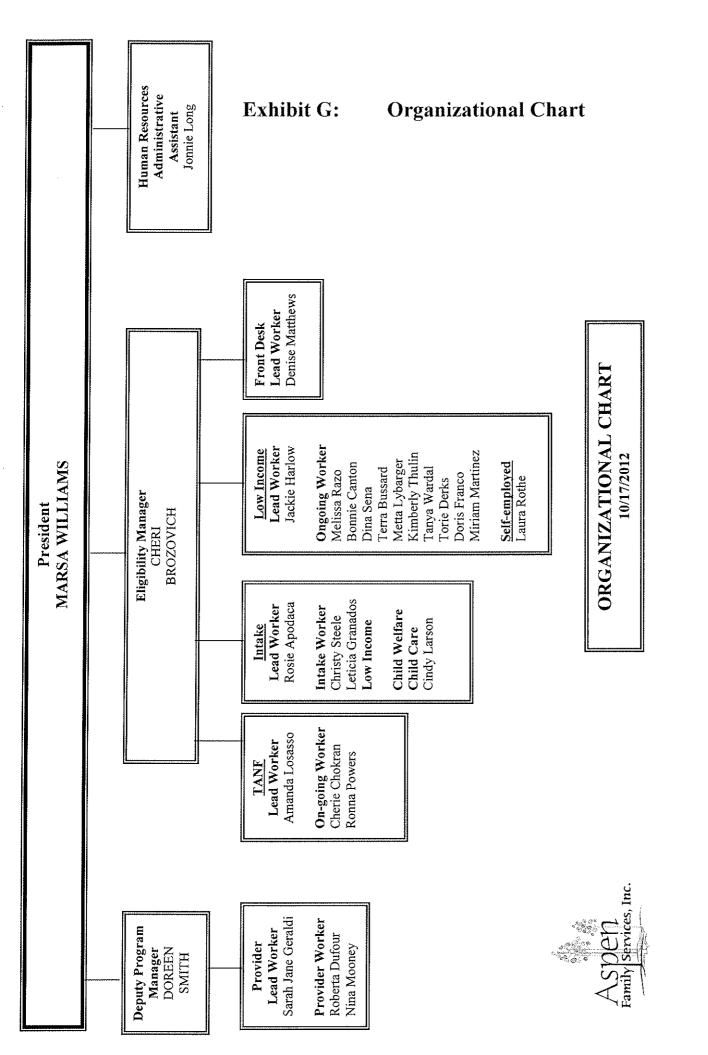


Exhibit H: Outsourced Performance Improvements

The following Outsourced Performance Improvements have been realized with similar contracts and agreements:

- Reduced County Department staff costs
- Improved flexibility and responsiveness
- Economies of scale with outsourced organization
- Seamless transition No disruption for clients and providers
- Centralized management of Low Income, TANF and Child Welfare child care
- Streamlined processes resulting in direct and indirect savings, and improved efficiency
- Leveraged expertise of program leaders
- Implementation of pre-screening and new client Orientations in both English and Spanish
- Updated and improved forms, materials and communications
- Improved provider relations, including training and updated materials
- Decision-making expertise regarding provider rates and policy issues, including budgetary impact
- Research and resolution of any billing issues or questions on behalf of providers
- Implementation and testing of all new aspects of CHATS, and continuous monitoring of CHATS functions and changes
- Direct contact with the Investigations and Recovery Units to refer all cases of suspected fraud; developed methods and procedures which have dramatically reduced the incidence of billing and client fraud.
- Conducts any county dispute resolution conferences and Appeal Hearings regarding CCCAP
- Client/Provider customer service surveys high percentage of positive results
- Eliminate management time dealing with complaints and problems (example: reduced Adams County complaints to 0 in less than one month of contract initiation, Denver management staff complaints at 0 for 6 months)
- Review and clean-up of procedures and policies
- · Outcome data, tracking, and reporting
- Exceptional audit results within one year of contract
- Federal Improper Payments Study Results (2005 AFS was not managing Jefferson or Denver CCAP at this time):
 - o Aspen Family Services Error Rates:
 - 0.1% for Boulder County
 - 3.0% for Adams County
 - Colorado statewide average was 8%

Exhibit I: Management Bios

Marsa Williams Bio

Marsa Williams is the President of Aspen Family Services, a private agency that specializes in the outsourced administration of the Colorado Child Care Assistance Program (CCCAP). She has been involved in Child Care issues since the late 80's while a student at the University of Colorado in Boulder, where she was instrumental in conducting a non-traditional student child care needs assessment and forming a child care scholarship for CU students. Her passion for access to quality early education experiences for all children has shaped her career since then.

She received her Bachelor's Degree in Sociology, with concentrations in Criminology and Chicano Studies in 1992 from CU-Boulder. She completed Work Study positions and Internships while in school at the District Attorney's office, Community Corrections, and the City of Boulder Children's Services Division; and many volunteer positions including with the Boulder Valley School District's Teen Parenting Program, the State of Colorado's Department of Human Services – Child Care Division, and assistant Student Teaching at the University of Colorado.

She worked as a Community and Corporate Child Care Resource and Referral Counselor for seven years; and has administered the Child Care Assistance Program for fifteen years as a contractor beginning with Boulder County under the umbrella of Work Options Group since 1996, for Adams County since 2001, for Jefferson County since 2005, for Denver County March of 2006 through June of 2009, and most recently for Douglas County beginning in December of 2009.

She sits on numerous boards and committees all with the focus of improving services and access to early education services for low income families, including the Boulder County Early Childhood Council Advisory Committee.

Marsa lives in Boulder with the two youngest of her three children (Marley age 11, and Max age 8), a chinchilla (Indigo), and a small flock of fourteen beautiful back yard chickens.

Doreen Smith Bio

Doreen is the Deputy Program Manager for CCAP at Aspen Family Services, Inc. Aspen Family Services administers the childcare assistance program for four Colorado counties: Adams, Boulder, Douglas, and Jefferson.

Doreen received her Bachelor of Science degree in Ceramic Engineering in 1975 from Alfred University, Alfred, New York. She pursued an engineering career from 1976-1981 as a Research Engineer at A.P. Green Refractories, Mexico, Missouri, designing and testing new high temperature refractory products for future production in our various manufacturing plants around the country.

Doreen relocated to Denver metro area and began her social services career at Arapahoe County Social Services as a Receptionist in 1982. She then worked as an Eligibility Technician for AFDC/FA/Medicaid at Adams County Social Services from 1983 – 1989. There, she saw the introduction of COIN, then transferred to the Recovery unit as the Foster Care Fee Coordinator.

In 1989 she joined Boulder County Social Services as an Investigator of public assistance fraud. In 1998 she became the Manager of the Investigation and Recovery Unit. In 2002 she became the Administrator for the Child Support Enforcement Unit and in 2004 was promoted to the Division Manager for the Specialized Assistance Services and Support division. This position was responsible for the administration of the Child Support Enforcement, Childcare, Investigation and Recovery, and LEAP units with the Boulder County Department of Social Services.

Doreen joined Aspen Family Services, Inc. in 2006 and has been a key contributor to process improvements, technological systems enhancements, Rule and Policy updates, and ongoing work with the Colorado Welfare Fraud Council as a board member.

Doreen resides in Broomfield, Colorado with her husband, Jim, Frankie, the dog and Gideon, the cat. Jim and Doreen have two adult children, MaryEl and Ian.

Cheri Brozovich Bio

Cheri Brozovich is the Supervisor of the Low Income CCAP, TANF, CWCC and Intake staff at Aspen Family Services (AFS). She was first employed by AFS on 3/24/2004 as a Low Income CCAP case worker. In October 2006, she became the Low Income Supervisor. Just recently, in April 2012, she was made supervisor of Low Income CCAP, TANF, CWCC and the Intake teams.

She received her Bachelor's Degree in Human Development and Family Studies from Colorado State University in December 1995. She completed an internship at an elementary school in Ft. Collins working with young children at an after school program and volunteered in a child care home. In December 1995 she was employed by Children's World Learning Center as a Team Lead in the school-aged class room. Throughout her work at Children's World she worked with children aged 6 months to 12 years. She eventually became the Assistant Director and worked with CCAP families and completed CCAP billing, developing successful tracking methods to ensure accurate billing to the County and assisted CCAP families in keeping their eligibility updated.

Cheri resides in Longmont with her Chocolate Lab, Jade and enjoys a long list of outdoor activities, including camping, hiking, and taking Jade on long walks.

Exhibit J: Key Personnel List

Exhibit J:	Key Personnel List					
Staff Member	Education	Professional Experience	Hours Dedicated to Adams County CCAP	Role/Responsibility		
Sarah Jane Geraldi	BA, University of Denver 1993	CCAP Case Work and Provider Coordinator since 1998, Adams Mental Health, Residential Treatment	20 hrs/week	Provider Coordinator: Fiscal Agreement processing, provider background checks, POS training, provider compliance		
Rosie Apodaca	Associate's, Early Childhood Education, Front Range 1991	CCAP Intake since 2002. Director in child care	36 hrs/week	Intake Team Lead: manages new client Orientation schedules, prescreens potential families for eligibility, tracks and maintains new application/processing reports		
Cindy Larson	High school diploma 1981 Some college	Started AFS in 1999. Deputy of operations through 2011. CWCC case worker beginning April 2012. Assistant director in child care	10 hrs/week	CWCC case worker: Manages & processes all incoming Child Welfare referrals. Enter cases in CHATS, Keep monthly spreadsheet of all open cases. Resolve all social worker, provider & billing concerns.		
Laura Rothe	BA Journalism from CU, 1991	Low Income self -employed case worker since 2006. Worked for Boulder County Leap	11 hrs/week	LI case worker: determines eligibility, maintains caseload of ongoing changes regarding income and eligible activities. Informs clients and providers of authorizations and parental fees		

Kim Thulin	BA Human Services and Management University of Phoenix, 2008	Low Income case worker since 2008. Worked at Transfirst	32 hrs/week	LI case worker: determines eligibility, maintains caseload of ongoing changes regarding income and eligible activities. Informs clients and providers of authorizations and parental fees
Terra Bussard	High school diploma 2001	Low Income case worker since 2007. Previously worked in a bank	38 hrs/week	LI case worker: determines eligibility, maintains caseload of ongoing changes regarding income and eligible activities. Informs clients and providers of authorizations and parental fees
Melissa Razo	High school diploma 2003	Low Income case worker since 2005. Previously worked in a bank	35 hrs/week	LI case worker: determines eligibility, maintains caseload of ongoing changes regarding income and eligible activities. Informs clients and providers of authorizations and parental fees
Leticia Granados	High School diploma 1984	Intake specialist since 2007. Worked as a loan officer	5 hrs/week	Spanish Intake specialist: manages new client Orientation schedules, pre-screens potential families for eligibility, tracks and maintains new application
Victoria Derks	BA Sociology	Low Income case worker since 2011	20 hrs/week	Low Income case worker: determines eligibility, maintains caseload of ongoing changes regarding income and eligible activities. Informs clients and providers of authorizations and parental fees
Jaclyn Harlow	BA Communication, Speech, Language and Hearing, 2005	Low Income case worker since 2006 and Low income team lead since 2009. Child Support Liason	5 hrs/week	Team Lead: oversees and assists with daily operations of TANF and Low Income workload. Maintains internal policy and procedures. Trains new employees. Maintains child support spreadsheet.
Jonetta Long		Management Assistant	5 hrs/week	
Denise Matthews	BA Criminal Justice, 1985	Office manager since 2005. Program and Camp director in child care	10 hrs/week	Office manager: manages front desk, printing operations, mail room and all other clerical functions
Marsa Williams	BA Sociology, Criminology 1992	President	15-20 hrs/wk	Oversees contract, participates in Rule and Policy review and recommendation work on behalf of Counties

Doreen Smith	BA Ceramic Engineering Alfred Univ, 1975	Deputy Program Manager since 2006. Worked with Boulder County social services since 1989	15-20 hrs/wk	Oversees all program quality reviews, policies, program and rule implementation
Roberta Dufour	Associates Accounting, 1997 and Associates Early Childhood, 1988.	QA since 2006. Was infant supervisor in child care	15 hrs/wk	QA: receives sample of cases for audit. Communicates with provider needed documents for audit process. Audits sample of cases for clients and providers. Processes recoveries on providers
Miriam Martinez		Low Income Spanish case worker since 1998	15 hours/wk	LI Spanish case worker: determines eligibility, maintains caseload of ongoing changes regarding income and eligible activities. Informs clients and providers of authorizations and parental fees. Attends new client orientation
Cheryl Brozovich	BA Human Development and Family Studies, 1995	Supervisor of Low Income, TANF and CWCC CCAP. Been with AFS since 2004. Previously was assistant director and team lead in child care	15 hours/wk	Supervisor: Oversees daily operations of the TANF, Low Income, CWCC and front desk workload in all aspects.
Amanda Lossaso	High school diploma 1999, Some college	TANF worker since 2005 and team lead since 2007. Previously did loan processing and collections	35 hrs/wk	Team Lead and TANF worker: oversees and assists with daily operations of TANF and Low Income workload. Maintains internal policy and procedures. Trains new employees. Maintains TANF caseload. Processes referrals from county employees
Dina Sena	GED in 2000, Some college	Orientation worker since 2007	10 hours/wk	Orientation worker: Attends new client orientation

EXHIBIT A

(Documents following this page of the Agreement)

Exhibits

1. Adams County RFP 2012.228 Specifications and Statement of Service

EXHIBIT A1

REQUEST FOR PROPOSAL 2012.228

Child Care Assistance Temporary Assistance for Needy Families (TANF)

RFP Issuance Date: Fr

Friday, September 28, 2012

RFP Questions Due:

Thursday, October 4, 2012

at 4:00 p.m.

RFP Opening Date:

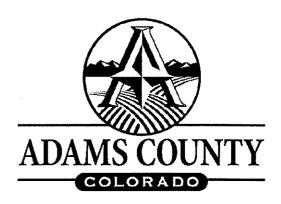
Thursday, October 18, 2012

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 a qualified organization to assist Adams County Government in providing services for Colorado Child Care Assistance Program (CCCAP) in accordance with the Child Care Assistance Program Act §§ 26-2-801, et seq., C.R.S. for Adams County Human Services Department (ACHSD).

The organization will be responsible to accept and process applications for CCCAP in a timely manner and to provide information to the community regarding the availability of child care assistance, options for TANF families, and low-income families. The intent of the agreement is to effectively and efficiently facilitate child care assistance, ensuring that participating eligible families receive child care assistance.

II. SCOPE OF SERVICES:

The qualified offeror program will be required to:

• Be fully operational by January 1, 2013 with minimal disruption in the service to current CCCAP participants.

The qualified offeror shall:

- Make CCCAP information available through parent and provider newsletters, mailings, flyers, posters, referrals from other agencies and providers, and other means deemed advisable by the County to provide adequate outreach.
- Review the employees assigned to this project through criminal background investigation (CBI) reports for negative information, such as a criminal history and discrepancies between what an applicant claims and what is reported by schools, prior employers, and etc. The Offeror will compare the criminal history to the applicant's job qualifications in order to evaluate the applicant's ability to do the designated job, to ensure that the public, the County, fellow employees, families served in the program are safe, and protected from harm. The period for state CBI's is five years; if the applicant has lived out of state prior to five years, a nationwide CBI should be conducted.
- Provide information to the community regarding the availability of child care assistance, options for TANF families and low-income families. Information provided may include but not be limited to:
 - Availability of reduced rate child care such as CCCAP, grants, certificates, scholarships, and sliding fee scale.
 - Types of child care for all ages including cost.
 - Listings of licensed and legally-exempt providers who deliver child care services during non-traditional hours, who serve special needs children, and who provide child care for temporarily ill children.
 - Numbers and percentages of child care facilities/providers that accept CCCAP
 - Additional family resources, such as access to Family Medicaid, Food Assistance, the Low-Income Energy Assistance Program, and Child Support Enforcement.
- Accept and process applications for CCCAP in a timely manner and shall:
 - Accurately determine CCCAP eligibility.
 - Coordinate timely and accurate payments with the Adams County business office staff and according to state rules and regulations.
 - Conduct on-site orientations at the ACHSD Commerce City building, Aurora Service Center, Children and Family Service building, teen parenting program sites and other community locations as deemed appropriate by ACHSD.

- Ensure participants are seen within two weeks from the date of the pre-screen contact, either by group orientation or appointments. The ACHSD may modify the timeline.
- Comply with ACHSD Administrative Policies and Procedures including the Ethics Statement.
- Be responsible to for providing outstanding customer service to the participants and ACHSD staff. The offeror shall treat participants from an advocate perspective and philosophy.
- Ensure accessibility for all applicants to have access to apply for CCCAP whether through attendance at orientation or direct appointments at the closest ACHSD site for the participant.
- Ensure qualified offeror eligibility workers are trained in:
 - CCCAP eligibility and process timeline requirements,
 - Relevant state and county computer systems
 - CCCAP rules, regulations, county policies, and procedures.
- Ensure monolingual families are provided with appropriate interpreters as needed.
- Ensure bi-lingual eligibility workers are available for Spanish speaking families and that written Spanish materials are available.
- Provide consultation to assess current child care arrangements.
- Provide assistance in locating quality child care facilities close to applicant residences. Such assistance shall include, but not be limited to, providing online access to Qualistar and other pertinent sites at CCCAP orientations.
- Counsel participants in all aspects of choosing quality child care such as the interview process, checking references, and how to compare provider services.
- Educate CCCAP applicants concerning licensing and quality of service.
- Help families assess potential back-up arrangements.
- Educate CCCAP applicants about the need to maintain good child care arrangements and build relationships with caregivers.
- Recruit providers to participate in Adams County CCCAP.
- Coordinate with local family child care associations and other professional child care associations, attend meetings, and provide communication materials for distribution in newsletters, mailings and events to their memberships to increase the database of potentially available providers.
- Be responsible for comprehensive and timely communications with all necessary ACHSD staff and the ACHSD TANF contracted job transition specialists (case managers). The Offeror shall share information regarding changes in income, eligibility, address, and household with all appropriate staff including, but not limited to: job transition specialists, TANF technicians, Food Assistance technicians, Child Support staff, Investigations personnel, ACHSD Business Office staff, Child Welfare representatives, and other ACHSD personnel as necessary. In addition to the services listed, the qualified offeror shall:
- Ensure participant needs are addressed timely and sufficiently through development of a comprehensive referral/communication system in coordination with ACHSD, including accurate and timely information sharing of all data ACHSD referrals.

- Ensure appropriate and timely transfers of TANF child care recipients to Low-Income CCCAP, including data entry updates to state and county computer systems, and accurate assessment of parental fees in accordance with state and county regulations.
- Cooperate with the ACHSD contract staff including the Job Success Program staff and help facilitate the transition of families transitioning off TANF CCCAP to the Low-Income Child Care Program.
- Apply provider rates specified by Adams County policies and state regulations.
 The Offeror shall maintain current fiscal agreements with child care providers serving Adams County CCCAP and Child Welfare families, and shall initiate all new fiscal agreements according to the fee structure in place.
- Complete fiscal agreements with each child care provider receiving payment from

ACHSD Child Care funds, and shall:

- Monitor and track fiscal agreements with child care providers, and continually recruit more local child care providers for CCCAP families.
- Maintain records of all providers with current and past fiscal agreements, and initiate fiscal agreements for new Adams County CCCAP providers.
- Refrain from entering into a fiscal agreement when a provider has a negative
 documented child protection history, has a record with the Central Registry of
 Child Abuse and Neglect, has not sufficiently passed the fingerprint-based
 background check requirements, or when Offeror personnel are aware of safety or
 other risk factors.
- Collect completed W9 for each new fiscal agreement and submit to the County Business Office.
- Authorize child care and notify child care providers of authorized care in a timely manner, including:
- Enter authorization in the state computer systems.
- Notify providers of new authorizations on the day of approval.
- Ensure accurate and timely mailing of notifications to clients and providers.
- Ensure Adams County Program Manager informed about hearing requests and participate in hearings when needed.
- Ensure that all CCCAP & TANF child care program expenditures are reimbursable and that child care providers:
- Reinforce the use of the Point of Service Cards.
- Adhere to ACHSD child care billing methods.
- Accurately approve payments for timely submissions, with limited pre-approved exceptions beyond the provider's control, such as licensing and data entry issues.
- Submit timely bills.
- Ensure that all child care program expenditures are reimbursable through the Child Care Block Grant and the Child Welfare Block Grant for Special Circumstance Child Care.
- Ensure that the Child Welfare Special Circumstances cases are approved within two business days and that the Child Care child liaison receives written notification of approval.

- Enter data accurately and timely into appropriate state systems including, but not limited to, the Child Care Automated Tracking System (CHATS).
- Regularly participate in State CHATS User's Group, or other related meetings as appropriate.
- Effectively interface and meet regularly (at least bi-monthly) with the Adams County accounting staff, TANF Contracts personnel and other ACHSD personnel to ensure:
- Timely resolution of billing issues with providers.
- Effective, clear, and prompt communication with accounting and other ACHSD personnel.
- Prompt responses to providers' billing issues.
- Regular training is offered to providers (2-4 sessions per month) on CCCAP forms and procedures.
- Clear and timely communication with TANF Job Transition Specialist, Child Support section, and ACHSD staff and contract partners.
- Maintenance of ongoing support to providers through availability in person or phone.
- Responses are given to client and provider phone calls within one business day.
- Educate and train child care providers regarding Electronic Benefit Transfer (EBT) and Electronic Funds Transfer (EFT) payment methods.
- Conduct regular orientations to educate providers on the fiscal agreement process, accurate billing practices, and the payment options.
- Comply with all related Colorado Department of Human Services CCCAP rules and policies including those for child welfare special needs child care.
- Refer cases of suspected fraud, either by participants or providers, to the ACHSD Investigations & Recovery Section in accordance with ACHSD policies and procedures and shall:
- Provide all available information and documentation.
- Maintain contact on an ongoing basis with the Investigations & Recovery Unit.
- Assist the unit with calculation of CCAP recoveries.
- Maintain and provide monthly comprehensive reports accounting for the status of each investigation and recovery; and, provide monthly and year-to-date summary data. Conduct county dispute resolution hearings regarding the program per state regulations and county policies, and attend state hearings.
- Attend contract meetings with ACHSD, and with the Colorado Department of Human Services (CDHS) as required by ACHSD.
- Coordinate and monitor all Child Welfare Child Care for care provided through the Child Welfare Child Care program.
- The qualified offeror shall designate specific staff time for the purpose of coordination of services to Child Welfare families and shall be responsible for comprehensive and timely communications with all necessary ACHSD staff and contract case managers. Changes in income, eligibility, address changes, household composition shall be shared with all appropriate staff including but not limited to: case managers, technicians, Food Assistance technicians, Child Support, Investigations, Business Office, Child Welfare and other staff as necessary.

- Maintain an escalation protocol for clients, county staff, providers, and others unable to resolve issues at the initial point of contact.
- Conduct required child welfare background checks through the TRAILS system
 to facilitate CBI background checks for persons applying to become exempt child
 care providers in Adams County.
- Notify the County Recovery Unit of possible legitimate reasons to not pursue client or provider child care claims. Such notification shall include an explanation of the nature of the claim and recommended action, except in cases where the Adams County Attorney instructs the offeror to dismiss a claim. The Offeror is not required to notify the County Recovery Unit in time constraint circumstances prior to a hearing, but shall do so as soon as possible following the hearing.
- Suggest recovery actions, including recommendations to dismiss or adjust claim amounts, to the County Recovery Unit. The Offeror may recommend recovery payment plans, but shall not commit the County to such plans.
- Report all court and administrative law judge imposed actions upon notification to the County Recovery Unit.
- Complete a comprehensive audit of provider billings and payments. Each monthly audit shall include five (5) providers of the provider pool (or the equivalent required by CDHS and the County.) Provider audits may include site visits.
- Respond to all Adams County and Adams County related telephone messages and electronic mail messages within one business day of receipt.

Anticipated Outcomes and Performance Measurements:

- 1. Accurately enroll participants into the CCCAP programs
- 2. Timely enrollment of participants into the CCCAP programs
- 3. Improve Special Circumstances processing timeliness

III. REPORTS:

The offeror will be responsible for submitting and coordinating with the County Project Manager monthly reports summarizing numbers of applications received by category (Child Welfare Child Care, CCCAP or TANF), number of approved cases by category, number of pending and overdue child care applications, number of overdue re-determinations, and other documentation as requested by ACHSD. All reporting formats, due dates, and content shall be designated by the County Project Manager. Reference an example of reports at the end of this solicitation. The qualified offeror shall perform monthly quality reviews on all cases (excluding Child Welfare Child Care). Reports shall include:

- A summary that includes: total caseload, number of applications, number of payments, percentage of applications processed in the required timeframe, percentage of cases reviewed that are accurate (i.e., quality percentage), number of dispute resolutions or state hearings held, and pending cases.
- The qualified offeror shall provide ACHSD information on all monthly staff case checking. This will include, but may not be limited to: 1) percentage of timely applications processed, 2) percentage of cases completed accurately, and 3) the nature of incorrect processing.

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

- 2. Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.
 - 2.1. CCR Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under this award or receives final payment, whichever is later. Contractor shall review and update the CCR information at least annually after the initial registration, and more frequently if required by changes in its information.
 - **2.2. DUNS** Contractor shall provide its DUNS number to its Prime Recipient, and shall update its information in Dun & Bradstreet at least annually after the initial registration, and more frequently if required by changes in its information.
- 3. **Total Compensation** Contractor shall include total compensation in CCR for each of its five most highly compensated executives for the preceding completed fiscal year if:
 - 3.1. the total Federal funding authorized to date under this award is \$25,000 or more, and in the preceding fiscal year, Contractor received:
 - **3.1.1.** 80 percent or more of its annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and
 - **3.1.2.** \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and
 - 3.2. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
- 4. Reporting. Contractor shall include data elements in its CCR and report to its Prime Recipient Entity the data elements required in §7 if Contractor is a Subrecipient for the award types of grants, contracts, and cooperative agreements (which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710a).

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

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

5. Effective Date and Dollar Threshold for Reporting – The reporting requirements in §7 apply for new Federal grants, contracts, and cooperative agreements (except CRDA) as of October 1, 2010, if the initial award is \$25,000 or more. If the initial award is below \$25,000 but subsequent award modifications result in a total award of \$25,000 or more, the award is subject to the reporting requirements as of the date the award exceeds \$25,000.

If the initial award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements.

- 6. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - **6.1 To CCR.** A Subrecipient shall register in CCR and report the following data elements in CCR:
 - 6.1.1 Subrecipient DUNS Number
 - 6.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account
 - 6.1.3 Subrecipient Parent DUNS Number
 - 6.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District
 - 6.1.5 Subrecipient Officers' Names of top 5 highly compensated officials if the criteria in §4 are met.
 - 6.1.6 Subrecipient Officers' Total Compensation of top 5 highly compensated officials if criteria in §4 met.
- 7. **To Prime Contractor.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the contract, the following data elements:
 - **7.1.1** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8. **Vendor** There are no Transparency Act reporting requirements for vendors.
- 9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Agreement and Adams County Government; Board of Commissioners may terminate the Agreement upon 30 days prior written notice if the default remains uncured five (5) calendar days following the notice period. This remedy will be in addition to any other remedy available to Adams County Government, Board of Commissioners under the Agreement, at law or in equity.

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

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

XX. Format

Offeror must submit sealed proposal in **one (1) original** and 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 2012.228 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.
 - 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 TANF low-income families, the community in general, and child care providers.
 - Your organization's experience with CCCAP, working with the Child Care
 Automated Tracking System (CHATS), provision of child care 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 administering CCCAP or a like program. The description should include: Name, location and budget of the program; Experience with determining eligibility for CCCAP or like programs and knowledge of applicable federal and state laws; Average monthly caseload size; Experience providing information to current and potential program participants; Working with child care providers or similar organizations; 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 families served, client attendance rate, number of child care providers worked with, and child care providers denied for background check reasons.
- Describe your organization experience managing projects with federal funding and reporting requirements.
- 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.

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> POINTS

- 1. Offeror's ability to provide all services as defined in the scope of work, including but not limited to: experience administering CCCAP or a like program for the low-income and TANF BCA population, experience disseminating information to current and potential program participants. Experience of key program personnel. Experience with CCCAP statutes, regulations, and data systems (CHATS). Ability to achieve favorable outcomes.
- 2. Offeror's fee structure for performing the services.

0-35

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. Location and flexibility to meet clients who are unable to attend orientation.

Total 100

ATTACHMENT A FEE SCHEDULE

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

Attachment B SAMPLE Budget Sheet

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

		Base Exper			
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column Annual Sal and Benefit	lary	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	9.100,1.20
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 Backgro (example)		Amount in contract for cleackground checks		\$2,000	
Supplies (exampl		Paper, toner, staples etc.		\$3,000	
Mileage (example	e)	Reimbursement of miles staff	traveled for	\$4,000	
		Total (example):			\$215,220