

**ADAMS COUNTY, COLORADO
SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this December 12 2012, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **ACCESS HOUSING, INC.**, located at 6978 Colorado Blvd, Commerce City, Colorado 80022, 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 2012.226A** as **Exhibit A1** and the Contractor's responses as **Attachments A1-A5** to RFP 2012.226 attached hereto and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A5** and this Agreement the terms and conditions of this Agreement shall prevail.

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

2. TERM:

- 2.1. Term of Agreement: The initial term of this Agreement shall the date of execution by the Board of County Commissioners. This Agreement shall terminate on December 31, 2013, unless sooner terminated as specified elsewhere herein.

- 3. PAYMENT AND PRICE SCHEDULE:** The County shall pay the Contractor for work furnished under this Agreement as outlined in **Attachments A1-A5** and the Contractor shall accept as full payment for those works, not to exceed amount of **eighty-five thousand dollars and no cents (\$85,000.00)** for the initial term of the Agreement.

A. Invoices

Invoices will be submitted to the County Project Manager by the Contractor for the previous month of service. Invoices and reports will be required to be submitted at the same time. Submitted detailed monthly invoice billing statements must include the dates, and types of services performed. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

4. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

5. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

6. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

7. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 7.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

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

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

- 7.1.3. Bodily Injury/Property Damage \$1,000,000 (each accident)
- 7.1.4. Personal Injury Protection Per Colorado Statutes
- 7.2. Workers' Compensation Insurance: Per Colorado Statutes
- 7.3. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 7.3.1. Each Occurrence \$1,000,000
 - 7.3.2. This insurance requirement applies only to Contractors who are performing services or work under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 7.4. Adams County as "Additional Insured": The Contractor's commercial general liability and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 7.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 7.4.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 7.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.5. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 7.6. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

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

8. **TERMINATION:**

8.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

8.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

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

9. **MUTUAL UNDERSTANDINGS:**

9.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County.

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

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

County:

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

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

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

Contractor:

Virginia A. Longoria
 Executive Director
 Access Housing, Inc.
 6978 Colorado Blvd
 Commerce City, Colorado 80022
 Phone: 303.289.7078
virginia@acchouse.org

- 9.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 9.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 9.9. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

10. CHANGE ORDERS OR EXTENSIONS:

- 10.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in **Exhibit A1**, or, if no provision exists, pursuant to the terms of the Change Order.
- 10.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (agreement for service or work) and for the duration thereof:

- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this agreement for services or work.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this agreement for services or work.

- 11.4. At the time of signing this agreement for services or work, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement for services or work through participation in either the E-Verify Program or the Department Program
- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this agreement for services or work is being performed.
- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this agreement for services or work knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).
- 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.
12. All forms that were required for **RFP 2012.226A** are reference under **Attachments A** as items 1 through 5.

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CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services or work with Adams County, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached agreement for services or work and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached agreement for services or work.

CONTRACTOR:

ACCESS HOUSING, INC.

Virginia Longoria

Authorized Name (Print or Type)

12-19-12

Date



Signature

Executive Director

Title

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

Signature Page

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

CONTRACTOR
ACCESS HOUSING, INC.

By: Virginia A. Longoria
Name (Print or Type)

Virginia Longoria
Authorized Signature

Executive Director
Title

Date: 12-19-12

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: [Signature]
Chair Signature

Date: 12-12-12

ATTEST:
Karen Long
Clerk and Recorder

[Signature]
Deputy Clerk Signature



APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney Signature

Signed and sworn to before me on this 19th day of December, 2012

by Virginia A. Longoria

[Signature]
Notary Public

My commission expires on: 8/27/14



My Commission Expires
AUGUST 27, 2014

ATTACHMENT A
(Documents following this page of the Agreement)

Attachments:

1. BAFO, email dated December 10, 2012
2. Proposal, dated October 17, 2012
3. Contractor's Signed Certificate of Compliance for RFP 2012.226A, dated October 17, 2012
4. Offeror's Statement /Signature Page for RFP 2012.226A, dated October 17, 2012
5. Amendment One, dated October 15, 2012

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MEMORANDUM

TO: Evaluation Committee Members

FROM: Virginia A. Longoria, Executive Director, ACCESS Housing, Inc.

DATE: November 13, 2012

RE: Request for Best and Final Offer for Request for Proposal 2012.226 Case Management Services for Temporary Assistance for Needy Families (TANF), Housing and Domestic Violence

Thank you for the opportunity to provide clarification and additional information about the services we are able provide for TANF eligible families in 2013.

Agency Overview: With a focus on self-sufficiency and permanent housing, our primary goal is to prevent homelessness while ensuring that the homeless families we serve including victims of domestic violence never experience homelessness again in their lifetime through the following services:

- Emergency and short-term shelter, food, clothing and household furnishings.
- Homeless prevention supportive services including case management and financial assistance for rent, utility, transportation and other living expenses.
- Transitional housing supportive services including case management, landlord negotiations and financial assistance for rent, utility, transportation, medical and education expenses.
- Permanent rental housing and supportive services for low-income households.
- Employment and training services, adult education and life skills training.
- Crisis intervention, resource information and linkages to community partners.

In 2012, ACCESS Housing served over 1,600 (1,148 from Adams County) homeless and near homeless families with more than 6,000 children and adults, for which we achieved the following outcomes:

- 157 adults maintained/secured employment with wages of more than \$10 per hour.
- 173 families maintained permanent housing through homeless prevention supportive services.
- 108 families are maintaining permanent housing with transitional housing supportive services.
- 25 adults completed GED and basic reading, writing and math courses.
- 120 adults completed life skills training workshops.
- 1,200 families increased their awareness and access to available services.

Our programs address the root causes of homelessness and poverty. We offer a holistic and culturally responsive approach that empowers families to regain control of their lives through the following programs:

- **Family Shelter Program.** Short-term shelter is provided for families with children for up to 120 days in private apartment units that support the privacy and normalcy that families need to regain their independence. Emergency shelter is provided in collaboration with local churches and hotels to assure the immediate safety of families. Program services also include case management, food, clothing, household furnishings and transportation assistance.
- **Home Again Family Support Program.** Program services seek to prevent homelessness and to

support the transition of homeless families into permanent housing. Eligible families receive case management and financial assistance for housing, medical, education, utility, and transportation expenses. ACCESS Housing also owns 27 units of housing for low-income families and plans to acquire additional units over the next ten years.

2013 Objectives:

- **Steps 2 Success Self-sufficiency Program.** Program services support family self-sufficiency by ensuring that adult family members secure and maintain jobs that pay wages of \$10.00 per hour or more. Job services are provided in collaboration with Adams County School District 14 through their Intergenerational Learning Center Program and include, resume writing, interviewing skills training, confidence-building and job search training and coaching. In 2013 we plan to build on our success and build relationships with Adams County employers to have them hire the adults we serve. Other services include GED preparation, basic reading, writing and math instruction and tutoring and life skills training workshops.

Adams County Community Collaboration: We believe that Adams County residents are best served by ACCESS Housing and other non-profit agencies that are located within the county for several reasons as follows:

- ACCESS Housing is recognized by the Colorado Coalition for the Homeless (CCH), the Governor's Office on Homelessness and the Metro Denver Homeless Initiative as the "go-to" agency for serving homeless populations in Adams County.
- ACCESS Housing is situated only two blocks south of the Adams County Human Services building and is widely known across the county for providing comprehensive, culturally responsive services to prevent and address homelessness.
- Transportation for low-income and homeless populations is a barrier that is best addressed by working with agencies that are located in Adams County.
- Non-profits in Adams County that serve homeless populations including ACCESS Housing, Growing Home, Almost Home and Adams County Housing Authority work closely together to produce lasting outcomes for homeless populations as well as families that are at risk of becoming homeless. The formation of the Adams County Homeless to Home Partnership that was launched by these agencies in 2008 increased awareness about homelessness and solidified the executive level support among elected officials, school superintendents, key public agencies and key non-profit agencies that is needed to prevent and address homelessness.
- Non-profits in Adams County understand the culture of the county and have the relationships with community stakeholders including elected officials that are needed to provide comprehensive and coordinated services.

Request to Adams County Human Services Department: The funds we are requesting from the Adams County Human Services Department will enable our agency to provide the following services for at least 1,200 TANF eligible families who are homeless or in danger of becoming homeless including victims of domestic violence:

- Case management and mentor support
- Emergency and short-term shelter
- Emergency and supplemental food, clothing and household furnishings
- Transitional housing supportive services
- Homeless prevention supportive services
- Housing counseling
- Employment and training services
- Adult education services

- Life skills training in the areas of:
 - Landlord and tenant rights and responsibilities
 - Budget and credit management
 - Domestic violence and safety planning
 - Effective parenting
 - Homebuyer education
- Crisis Intervention, resource information and linkages to community partners.

Evaluation Committee Responses: The following is our agency’s response to the request for clarification and additional information:

• **Shelter and Transitional Housing Services:**

Shelter Services (Emergency and Short-term): Our agency currently provides emergency and short-term shelter services for **18 homeless families a night** from across Adams County including citizens of Brighton, Northglenn, Westminster, Thornton and Commerce City.

We are interested in expanding the provision of emergency and short-term shelter services in order to respond to the unmet need in Adams County. To do this, we would need to acquire a donated facility such as a vacant school building that would enable us to serve 40 to 50 families a night using classroom space. We would also need to hire two additional full-time case managers at approximately \$40,000 per year per position and one administrative support staff member for approximately \$30,000 a year including salaries, payroll taxes and benefits. Operational expenses such as utilities, phone, supplies, and technology and accounting services would total approximately \$120,000 per year.

The following is a summary on how current shelter and transitional housing services are provided including the resources that enable us to achieve our objectives:

- **Short-term Shelter:** Short-term shelter is provided in private apartment units located at 6978 Colorado Boulevard in Commerce City. Families with children reside in our shelter facility for up to 120 days and sometimes longer for families with special needs. We set aside four of our eight units for victims of domestic violence. In addition to shelter, we provide case management, transportation assistance, food, personal hygiene supplies, household furnishings, job services, adult education and life skills training services.
- **Emergency Shelter:** Emergency shelter is provided in hotels across Adams County for up to 14 nights. Families that receive emergency shelter services also receive case management support, transportation assistance, emergency and supplemental food, personal hygiene supplies, household furnishings, job services, adult education and life skills training.

Funding from the Adams County Human Services Department will be blended with funding from the following sources to provide comprehensive, coordinated shelter, services that support self-sufficiency and permanent housing:

Source	Grant Status
Daniels Fund	Approved
Emergency Food and Shelter Program	Pending
Adams County Community Development: CDBG	Approved
Sam. S. Bloom Foundation	Approved
City Thornton	Approved
City of Westminster	Approved

17 th Judicial District VALE Fund	Approved
Colorado Division of Housing Emergency Solutions Grant	Approved
CCH: Comprehensive Case Management and Supportive Services Grant	Approved
Adams County Community Development: CSBG	Pending
City of Commerce City	Pending
Northglenn VALE Fund	Pending

Transitional Housing Supportive Services:

Currently we partner with the Colorado Coalition for the Homeless (CCH) and Community Housing Services to provide transitional housing supportive services for 80 to 100 families a year. Services include case management, job services, adult education, life skills training, landlord and tenant mediation, subsidized rent and other financial assistance for up to two years to help homeless families transition away from homelessness and to ensure that homelessness never occurs again in their life-time. Lease arrangements are negotiated with housing property owners across Adams County on behalf of the families we serve. Additionally, ACCESS Housing owns 27 units of transitional and low-income rental units for Adams County residents.

Funding from the Adams County Human Services Department will be blended with funding from the following sources to continue the provision of transitional housing supportive services:

Source	Grant Status
CCH: Transitional Housing Voucher Program	Approved
CCH: Homeless No More Grant	Approved
CCH: Homeless Prevention and Rapid Rehousing Grant	Approved
CCH: Comprehensive Supportive Services Grant	Approved
Community Housing Services: Transitional Housing Voucher Program	Approved

Expected Outcomes:

In 2013, we expect to serve over 1,200 Adams County TANF eligible families that are homeless or in danger of becoming homeless and to achieve the following outcomes:

Immediate Outcomes:

- Reduce the exposure of homeless children and adults to death, illness, violence, abuse and theft.
- Eliminate emergency need for shelter, food and clothing.

Intermediate Outcomes:

- Homeless and near homeless families will have increased awareness and access to services.
- Adult family members will possess increased literacy, employability and life skills.
- Homeless families will have access to transitional housing supportive services including case management, rent and other financial assistance.

Long-term Outcomes:

- Homeless families will secure and maintain permanent housing.
- Homeless families will achieve and maintain economic self-sufficiency.

The following are specific measurements that we will use to determine our success in achieving our expected outcomes:

- 50 families will receive short-term shelter services for up to 120 days.
- 100 families will receive safe emergency shelter services for up to 14 days.
- 200 families will receive food, clothing, personal hygiene supplies and household furnishings.

- 1,200 families will receive crisis intervention support, resource information and linkages to community partners.
- 80 to 100 families will receive transitional housing supportive services and at least 30 will maintain permanent housing for at least one year after exiting program.
- 150 to 200 families will receive homeless prevention supportive services.
- 100 adults will secure or retain jobs with wages of more than \$10.00 per hour.
- 25 adults will participate in GED or ABE courses and at least five will obtain GED certificates.

Confirmation of Full Operation Capacity: ACCESS Housing is currently and will continue to be fully operational on January 1, 2013.

Increment Funding Scope of Services: The following table provides a proposed scope of services for each of the increment levels of funding.

Increment Funding Table of Services					
Use of Funds	Services	Funding Levels			
		\$50,000	\$75,000	\$100,000	\$150,000
Family Support Specialist Position	Case management, crisis intervention, resource information and linkages to community partners. This position also administers ACHSD direct assistance and contingency funds.		\$7,500	\$10,000	\$20,000
Family Shelter Program Coordinator and Case Manager	Case management and coordination of shelter services including job services, adult education, life skills training, transportation support and other basic needs.	\$12,500	\$15,000	\$20,000	\$27,500
Transitional Housing Case Manager	Case management and coordination of transitional housing supportive services including negotiations and mediation with landlord's, rent subsidies, financial assistance, job services, adult education and life skills training.	\$12,500	\$15,000	\$20,000	\$27,500
Homeless Prevention Supportive Services (Direct Assistance)	Includes financial assistance for rents, transportation, medical, food, identification and other expenses for 50 to 70 TANF eligible families.	\$12,500	\$18,750	\$25,000	\$37,500
ACHSD Contingency Funds	Includes rent, medical, transportation, identification, food, clothing and other basic living expenses for 50 to 70 TANF eligible families as directed by ACHSD.	\$12,500	\$18,750	\$25,000	\$37,500
TOTALS PER LEVEL		\$50,000	\$75,000	\$100,000	\$150,000



1. QUALIFICATIONS:

ACCESS Housing of Adams County, Inc. has served TANF eligible families and victims of domestic violence for over 29 years. With support from Adams County Human Services and other public and private sources, we have provided comprehensive strengths-based family support services that prevent homelessness and that ensure that the homeless families we serve never experience homelessness again in their lifetime. Over the past several years, our agency has developed an expertise in the provision of employment and training services as well as adult education in order ensure self-sufficiency and permanent housing for the families we serve. We work closely with TANF eligible, homeless and low-income families to help them regain their self-reliance and lessen or eliminate their dependence on public assistance. The following is a summary that describes our qualifications:

- **Fully Operational:** ACCESS Housing is fully operational and expects no disruption of services to current TANF participants during the contract period.
- **Housing and Domestic Violence Expertise:** Our agency has the capacity to provide emergency and short-term shelter services for 150 families with children a year and we are adequately trained to provide the counseling and advocacy services that are needed by homeless families including victims of domestic violence that are delineated in the Colorado Victims' Rights Act.
- **Check Processing:** Our agency has demonstrated the ability to process up to 25 checks per month within two days of receiving requests from Adams County Human Services.
- **Reimbursement:** Our agency has demonstrated the ability to ensure that TANF eligible families receive the financial support they need while we wait for reimbursement, which we acknowledge, can take up to 45 days. Currently we have sub-contracts with several agencies including the Colorado Coalition for the Homeless, Community Housing Services, Colorado Division of Housing and Adams County Community Development that are on a reimbursement basis. Our agency spends over \$50,000 a month on client services while we wait for reimbursement.
- **Language and Cultural Competency:** Our agency has the ability to respond to both the language and cultural identities of Spanish speaking monolingual individuals.

Housing:

- **Service Provision:** ACCESS Housing has the resources, housing stock and qualified personnel to provide homeless prevention services, emergency shelter, transitional housing, and permanent housing for low-income TANF eligible Adams County families who are homeless or in danger of becoming homeless. Currently we have eight on-site shelter units with 36 beds, hotel voucher funds to serve 100 families a year, funding for 60 – 80 homeless families that are eligible for transitional housing supportive services, \$20,000 for utility assistance and 27 units of permanent housing for low-income families.
- **Referrals and Collaboration:** ACCESS Housing collaborates with the following agencies to ensure that the needs of TANF eligible and other low-income families are met:
 - **Emergency Shelter:** Rape Assistance and Awareness Program, Alternatives to Family Violence, Growing Home, Almost Home, Colorado Coalition for the Homeless, Family

Tree, St. Francis Center, Catholic Charities and Samaritan House, COMITIS and local churches.

- **Transitional Housing:** Colorado Coalition for the Homeless, Community Housing Services and Family Tree.
 - **Domestic Violence Advocacy:** Alternatives to Family Violence, Safehouse Progressive Alliance for Nonviolence, Rape Assistance and Awareness Program, Asian Pacific Development Center.
 - **Permanent Affordable Housing:** Colorado Coalition for the Homeless, NEWSED Community Development Corporation, Del Norte Neighborhood Development Corporation, Northeast Denver Housing, Hope Communities, Mercy Housing, Catholic Charities, Family Tree and Adams County Housing Authority.
 - **Physical and Mental Health Services:** Community Reach Center, Clinica Tepeyac, COMITIS, Asian Pacific Development Center, Safehouse Progressive Alliance for Nonviolence, Rape Assistance and Awareness Program, Maria Droste Services of Colorado and Wings Foundation, Inc.
 - **Emergency and Supplemental Food:** Food Bank of the Rockies, Methodist Women's Group, Arvada Food Pantry, Growing Home.
- **Direct Assistance:** ACCESS Housing has provided "Direct Assistance" funding for rent payments, mortgage needs, deposits, application fees, credit and background check fees, and other housing related needs to eligible TANF families with funding from Adams County Human Services for at least ten years. We have demonstrated the ability to manage the funding that has been provided and to meet all reporting requirements.
 - **Contingency Funds:** We acknowledge and have demonstrated the ability to distribute "Contingency Funds" to families that are referred by Adams County Human Services personnel as required.
 - **Coordination of Services:** Our agency has demonstrated the ability to coordinate services with Adams County Human Services personnel to address the needs of TANF eligible families on an individual case basis to ensure housing stability, family stability and self-sufficiency needs.
 - **Timely Responsiveness:** Our agency has demonstrated the ability to providing funding to families within two business days as a reimbursement expense through ACHSD.
 - **Emergency Check Processing:** ACCESS Housing has demonstrated has the financial stability and accounting structures that are needed to process 10 emergency checks per month within four to twenty-four hours for eligible family needs.
 - **Five Years of Experience:** ACCESS Housing was founded over 29 years ago by a group of Adams County residents to serve homeless and low-income residents of Adams County. We are familiar with community resources and have established collaborative relationships with many agencies that also serve homeless and low-income Adams County residents.
 - **Federal and Colorado Works Statutes:** Our agency is familiar with TANF federal statutes and regulations as well as Colorado Works statutes and regulations and will be abide by all Adams County Human Services policies and procedures.
 - **Child Welfare:** Our employees have received training on child welfare reporting requirements as defined in the Colorado Children's Code.
 - **Industry Standard Customer Service:** All agency personnel are required to respond to client needs within a 24 hour period without exception.

- **Employee Background Checks:** All employees have passed a CBI background check.
- **Space:** Our agency has the capacity to serve eligible TANF families with adequate meeting and office space, computers, printers, file cabinets, telephone equipment and internet service.
- **Self-sufficiency and Adult Education Services:** The primary causes of homelessness in Adams County include the lack of jobs that pay living wages as well as the lack of affordable housing. In order to address an existing gap in employment services, ACCESS Housing has developed an expertise in serving Adams County residents that lack “job readiness” skills. Over the past two years, we have provided job readiness and job placement services for over 250 unemployed or underemployed residents and we have placed over 100 adults in jobs with wages between \$10 and \$18.00 per hour. To achieve these employment outcomes, we have partnered with the Intergenerational Learning Center, a program of Adams County School District 14 who provides classroom space and computer technology support. We also provide GED and ABE services for homeless adult learners. Currently there are five homeless adults that are testing for GED certificates.

Domestic Violence Services:

- Case managers work with adult family members to develop and implement individualized Family Self-sufficiency and Permanent Housing Plans that support the independence and self-reliance of homeless victims of domestic violence. The services we provide are strengths based and culturally responsive. Self-sufficiency goals are supported with comprehensive job services including resume writing, interviewing skills training, confidence-building and job placement.
- Case managers provide resource information, referrals and advocacy services to help domestic violence victims navigate the court process and obtain victim compensation. We inform victims of their rights as defined in the Colorado Victims’ Rights Act.
- We also provide GED preparation and basic reading, writing and math skills instruction and tutoring for adult learners. Additionally, we provide life skills training in the areas of:
 - Domestic violence and safety planning.
 - Landlord and tenant rights and responsibilities.
 - Budget and credit management.
 - Effective parenting.

2. ORGANIZATIONAL EXPERIENCE:

Summary of Organizational Budget:

The Fiscal Year for ACCESS Housing is October thru September. The following is a summary of our current organizational budget:

REVENUE:

Individuals, Foundations and Corporations	\$ 204,200
Affordable Rental Housing	226,203
Government Grants	439,053
Fee for Service Contracts/Collaboration	217,095
Special Events and In-kind Goods and Services	62,000
TOTAL REVENUE	\$ 1,148,551

EXPENSES:

Personnel Expenses	\$ 318,283
Administration	88,007
Depreciation Expense	59,000

Special Events and In-kind Goods and Services	42,000
Affordable Housing Rental Units	181,852
Program Expenses	441,939
TOTAL REVENUE	\$ 1,131,081

Revenue:

- **Private Funding:** Funding from individuals, foundation and corporations will be obtained through traditional grant writing and individual donor base activities.
- **Rental Housing Income:** Affordable Rental Housing income will be generated through 27 housing units that are owned and managed by ACCESS Housing for low-income Adams County residents.
- **Government Funding:** Government Grants includes funding from Adams County Human Services Department, 17th Judicial District VALE Fund, Northglenn VALE Fund, local municipalities in Adams County, Colorado Emergency Solutions Grant, FEMA, CSBG and CDBG.
- **Fee for Service Contracts:** Fee for Service Contracts/Collaboration includes funding from five subcontracts with the Colorado Coalition for the Homeless and Community Housing Services.

Expenses:

- **Personnel:** \$172,422.83 is dedicated to personnel that provide direct services and \$158,142.87 is dedicated to personnel that maintain responsibility for administrative and fundraising duties.
- **Administration:** Administrative expenses include accounting, auditing, equipment purchase and maintenance, postage, printing, supplies, insurance, etc.
- **Depreciation:** Depreciation is included as an expense for properties owned by ACCESS.
- **Special Events and In-kind Goods and Donations:** \$30,000 of this line item will include in-kind contributions of volunteer hours as well as food, clothing and household furnishings. The balance of \$12,000 represents the cost to host our annual fundraising awards dinner.
- **Affordable Rental Housing:** This line item includes the cost for providing affordable housing for low-income Adams County residents.
- **Program Expenses:** Program expenses include the cost for homeless prevention, services for domestic violence victims, transitional housing supportive services, job services, adult education services and emergency shelter.

Amount and Purpose of Request. ACCESS Housing would like to respectfully request a grant in the amount of \$120,000 for 2013 to provide the following services for 300 low-income TANF eligible families who are homeless or in danger of becoming homeless including victims of domestic violence:

- Case management support
- Emergency and short-term shelter
- Emergency and supplemental food, clothing and household furnishings
- Homeless prevention supportive services including direct assistance and contingency fund support
- Transitional housing supportive services
- Housing counseling
- Employment and training services
- Adult education services
- Life skills training in the areas of:
 - Landlord and tenant rights and responsibilities
 - Budget and credit management
 - Domestic violence and safety planning
 - Effective parenting

- Homebuyer education
- Crisis Intervention, resource information and linkages to community partners.

The funds we are requesting will be dedicated as follows:

Case Management	\$45,000
Direct Assistance	\$30,000
Contingency Fund	\$45,000

The amount of funding we would like to request for 2014 is \$125,000 and in 2015, \$130,000.

Mission. The mission of ACCESS Housing is to help homeless families regain their independence, achieve economic self-sufficiency and sustain permanent housing through a comprehensive continuum of care and collaboration with community partners.

Our ultimate goal is to prevent homelessness and to ensure that the homeless families we serve never experience homelessness again in their lifetime. To achieve this goal, we provide a comprehensive, coordinated continuum of care that includes the following services:

- Emergency and short-term shelter
- Emergency and supplemental food, clothing and household furnishings
- Homeless prevention supportive services including case management and financial assistance
- Transitional housing including case management and financial assistance
- Permanent rental housing and supportive services for low-income families
- Job services, adult education and life skills training
- Crisis intervention, resource information and linkages to community partners

History. ACCESS Housing was established by a group of Adams County residents in 1983 as a response to the increase in homelessness in the Denver metro area that occurred with the bust in the oil industry.

The services we plan to provide will be offered through the following core programs, which are designed to address the root causes of homelessness and poverty through a holistic and culturally responsive approach that empowers families to regain control of their lives:

- **Family Shelter Program.** The program provides short-term shelter for up to 90 days for families with children in private apartment units. To ensure the immediate safety of children and their families, we collaborate with local churches and hotels to provide emergency shelter while we help secure housing that is more permanent. Program services also include case management, food, clothing, personal hygiene products, household furnishings and transportation assistance.

2013 Objectives:

- 50 families with children will reside in the agency's shelter facility for up to 90 days.
 - 100 families will receive hotel vouchers for up to seven nights of safe shelter.
 - 200 families will receive \$20,000 in food, clothing, furnishings and holiday gifts.
 - 1,000 families will receive crisis intervention support; resource information and linkages to community partners.
- **Home Again Family Support Program.** Program services seek to prevent homelessness and to support the transition of homeless families into permanent housing. Eligible families receive case management and financial assistance for rent, utility, medical, transportation and education expenses. Permanent housing for low-income families is also provided in 27 units owned by ACCESS Housing.

2013 Objectives:

- 80 families will receive transitional housing supportive services including case management and approximately \$380,000 in financial assistance.
 - 150 families will receive case management and approximately \$150,000 in financial assistance to prevent homelessness.
 - 27 families will reside in low-income rental housing owned by ACCESS Housing.
 - **Steps 2 Success Self-sufficiency Program.** Program services support family self-sufficiency by ensuring that adult family members secure and maintain jobs that pay living wages. Services include employment and training; adult education and life skills training services.
- 2013 Objectives:
- 75 adults will secure or retain jobs with wages of more than \$10.00 per hour.
 - 25 adults will participate in GED preparation courses and five will obtain GED certificates.
 - 15 adults will demonstrate increased proficiency in reading, writing and math skills.
 - 100 adults will complete life skills training workshops.

Current Organizational Chart. The agency employs 11 persons (9 women and 2 men) from diverse ethnic and cultural backgrounds. Six are Latina, one is American Indian, two are African America and two are White. Five employees are Adams County residents. The agency’s board of directors is comprised of 13 community stakeholders. Ten are residents of Adams County and one is a former recipient of homeless services. **See Attachment B. Organizational Chart.**

Location. ACCESS Housing is located in the heart of Adams County in Commerce City just three blocks south of the Adams County Department of Human Services at 6978 Colorado Boulevard.

Unique Approach. Our approach is focused on self-sufficiency as a strategy to prevent homelessness and to ensure that the homeless families we serve never experience homelessness again in their lifetime. The following is a summary of what makes our agency stand out from other agencies in Adams County that serve homeless populations.

- ACCESS Housing has served homeless families in Adams County for over 29 years. We have demonstrated the ability to effectively manage government and private funding. We maintain the organizational infrastructure that is needed for sound fiscal and program management.
- Of the 60 beds that are available for homeless families in Adams County, ACCESS Housing provides 36 of them in private apartment units that honor the privacy and normalcy that families need to regain their independence without separating family members. Other agencies offer a communal living environment where family members are often separated.
- We designate four of our agency’s eight on-site shelter units for victims of domestic violence as a response to the increase in homelessness caused by domestic violence. We also work closely with agencies that serve victims of domestic violence from across Adams County to ensure that the health, legal and advocacy needs of victims are met.
- We are the only agency in Adams County that provides employment and training services for adults that are considered “not job ready” or hard to place. Employment services include resume writing, interview skills training, on-line and traditional job search, confidence-building and dress for success training. Over the past two years, we have placed nearly 100 homeless and low-income adults in jobs with wages between \$10.00 and \$18.00 per hour.
- We also provide adult education and life skills training services including GED preparation, basic reading, writing and math instruction as well as weekly life skills training in the following areas:
 - budget and credit management
 - landlord and tenant rights and responsibilities

- domestic violence awareness and safety planning
 - effective parenting
 - homebuyer education
- ACCESS Housing has the greatest share of transitional housing resources compared to other agencies in Adams County that serve homeless families through sub-grantee relationships with the Colorado Coalition for the Homeless and Community Housing Services. Through these relationships, we can provide transitional housing supportive services for 60 to 80 homeless families throughout the year. These collaborative partnerships enable us to blend the services we plan to provide for the Adams County Human Services Department with financial assistance for rent, utility, medical, education and transportation expenses.
 - We are the only non-profit agency in Adams County with experience in community based economic development, which enables us to develop business ventures that create jobs for the homeless families we serve while generating unrestricted revenue for our agency's operations. In August 2012, ACCESS Housing launched a commercial and residential cleaning service that will be expanded to include "make-ready" services for rental and for-sale properties. Make-ready services include cleaning and repairs needed for residential and commercial properties to prepare for new occupants.
 - We have demonstrated the ability to achieve our expected outcomes and to provide a comprehensive continuum of care for homeless families starting with emergency shelter and inclusive of home ownership.
 - The services we offer honor the cultural and linguistic identities of the families we serve. While other agencies in Adams County can respond to the language needs of homeless and low-income families, they are unable to respond adequately to the cultural needs of immigrant Latinos, African Americans and American Indian populations.

Geographical Location Served: The families we serve come from the most impoverished neighborhoods in Adams County, especially in Commerce City, Thornton and Westminster. The services we plan to provide will be offered from our facility at 6978 Colorado Boulevard in Commerce City, which includes on-site emergency and short-term shelter services.

Housing Program Experience: ACCESS Housing has provided a comprehensive continuum of housing services for homeless and low-income families for over 29 years. Currently our agency owns 27 units of housing for low-income families. We plan to increase our affordable housing stock over the next ten years with an additional 20 to 30 units. In 2011 we maintained an occupancy rate of 95 to 97%. We also have funding to provide transitional housing supportive services including financial assistance for rents, deposits, transportation, medical and education expenses for up to two years for 60 to 80 homeless families. In 2013, we will have \$20,000 available for utility assistance to help prevent homelessness. Additionally we offer 36 beds of shelter in eight private two-bed room apartment units and hotel vouchers for up to 100 families with children and single women in local hotels. Four (16 beds) of the eight shelter units are designated for victims of domestic violence.

Domestic Violence: At least 25 to 30% of the families we serve are victims of domestic violence. The number of homeless victims of domestic violence in Adams County has increased over the past five years. In order to respond to the increase, we set aside four of our agency's eight shelter units for victims of domestic violence. Our program staff is trained annually on victim services including the Colorado Victims' Rights Act. We work closely with the following agencies to ensure that the needs of victims are being addressed:

Community Partner	Services and Support
Alternatives to Family Violence	Life skills training on domestic violence and safety planning
Safehouse Progressive Alliance for Nonviolence	Training on safety planning, emergency shelter, individual and group counseling, legal advocacy, victims' rights education and resource information for victims of domestic violence
Rape Assistance and Awareness Program	Emergency shelter, advocacy mental health services and group therapy for victims of sexual assault
María Droste Services of Colorado	Mental health services, including ongoing individual and group psychotherapy, medication evaluation and management, crisis intervention and case management services
Asian Pacific Development Center	Crisis counseling, case management, prevention education for victims of VRA crimes, legal advocacy and help with applying for victims' compensation
Wings Foundation, Inc.	Therapist-facilitated support groups for adult survivors of childhood sexual abuse
Catholic Charities - Victim Assistance Program	Information and referrals for financial assistance, victim compensation assistance and resource information

The following is a summary of the outcomes we achieved in 2011 for 1,594 homeless and near homeless families, comprised of 4,489 children and adult members:

- 115 families received emergency and short-term shelter.
- 173 families received \$91,160 in financial assistance to prevent homelessness.
- 90 families received \$366,570 in financial assistance to transition away from homelessness.
- 25 families resided in low-income housing units owned by ACCESS Housing.
- 157 adults secured or retained employment with wages between \$8.40 and \$18.00 per hour.
- 25 adults participated in GED preparation courses.
- 66 adults completed homebuyer and small business ownership workshop.
- 4 adults completed OSHA certification training.
- 436 adults and children received \$30,000 in food, clothing and household furnishings.
- 3,329 persons received crisis intervention support; resource information and referrals to community partners for services not currently provided by ACCESS Housing.

3. PROGRAM EXPERTISE AND PERSONNEL:

Our employees are among the most skilled and dedicated members of the Adams County workforce. Most are current residents of Adams County and all have received the training and education that is needed to serve homeless and low-income families. The following is a summary of the staff members that we will dedicate a portion of their time to the ACHSD Housing and Domestic Violence Project:

Name and Title	Qualifications	Time on Project	ACHSD Funding
Virginia Longoria Executive Director	28 years of experience, education and training in non-profit management, affordable housing, child welfare and community based economic development.	5%	\$0
Sandra Moore, Business Manager	15 years of bookkeeping training and experience.	5%	\$0
Alicia Aguilar Director of Programs	7 years of experience in case management, youth counseling and program supervision.	10%	\$0

Cindy Keller Family Support Specialist	15 years of case management training and experience.	70%	\$25,808
Michelle Urban Shelter Program Coordinator and Case Manager	5 years of experience in case management, shelter and transitional housing coordination.	30%	\$12,648
Diana Alarid Case Manager	4 years of experience in case management – formerly a consumer of homeless services.	20%	\$6,544
Gina Del Castillo Employment Specialist	20 year of employment and training program experience.	20%	\$0
Jason Praniatis Adult Education Instructor	Certified adult educator	20%	\$0

4. COMPARABLE PROJECTS

ACCESS Housing has served TANF eligible families since its inception in 1983 and for at least 10 years as a grantee of the Adams County Human Services Department. In 2011 we served 112 families with \$85,000 from the TANF Housing and Domestic Violence Program. In addition to direct assistance and contingency funds, the families we served received the following services:

- Case management and mentor support
- Emergency and short-term shelter services
- Emergency and supplemental food, clothing and household furnishings
- Transitional housing supportive services
- Low-income rental housing with supportive services
- Housing counseling
- Employment and training services
- GED preparation and basic reading, writing and math instruction and tutoring
- Crisis intervention support, resource information and referrals to community partners
- Talking Circle support group meetings
- Life skills training in the following areas:
 - Domestic violence and safety planning
 - Budget and credit management
 - Landlord and tenant rights and responsibilities
 - Effective parenting
 - Homebuyer education and counseling
 - Small business ownership education

In addition to serving TANF eligible families with funding from Adams County Human Services, ACCESS Housing has collaborated with the Colorado Coalition for the Homeless (CCH) and Community Housing Services (CHS) to provide emergency shelter and transitional housing services for homeless families for the past fifteen years. Currently we have five contracts with the CCH and one with the CHS. Reimbursement requests for over \$50,000 are submitted monthly. The average case load size is 15 families.

Population Served. ACCESS Housing targets families that are homeless or in danger of becoming homeless in Adams County. According to the 2012 study of homeless populations that was conducted by the Metro Denver Homeless Initiative (MDHI), there are over 13,000 homeless persons in the Denver Metro area; of which 62% are families with children and nearly 24% or 2,402 people are considered newly homeless. Homelessness is more prevalent in Adams County. The primary root causes of homelessness include the lack of jobs that pay living wages and lack of affordable housing.

Data provided in the 2012 Point in Time Study and by Adams County schools revealed that there are nearly 3,000 homeless children and adults in Adams County. Many are single women with children who are victims of domestic violence.

Currently for every family we help we deny services to ten others, due to a lack of resources, especially emergency and short-term shelter. Homelessness in Adams County has increased dramatically since 2007. With the new ordinance regarding camping that was passed in May 2012 by Denver City Council, we expect the increase to continue and in fact to gain momentum as homeless people flee Denver for fear of incarceration. ACCESS Housing is the only agency in Adams County that serves homeless populations that provides a comprehensive continuum of care including job services, adult education, transitional housing supportive services and life skills training to ensure that families never experience homelessness again in their lifetime.

The poverty rate in Adams County is 12.5% compared to the state's rate of 11.4%, and when only female head of households are considered, the poverty rate rises to 28.4%. Adams County has the third highest numbers of children in poverty (21,380) after Denver and Arapahoe Counties. There are 13,804 households, including 6,974 families, who earn less than \$15,000 annually in Adams County. The unemployment rate in Adams County is 8.8% compared to the statewide rate of 7.3%. Workers in Adams County make an average weekly wage of \$840, compared to the statewide rate of \$932. In Adams County 21.2% of residents did not finish high school compared to the statewide rate of 13.1%. In addition, 21.6% of Adams County residents speak a language other than English at home, compared to the statewide rate of 15.1%.

Adams County is facing additional challenges due to the deteriorating housing market. Adams County has consistently led the state in foreclosure rates with 1 filing per 56 households in 2009, as compared to 1 foreclosure per 94 households statewide. Rents are increasing faster than wages can keep up. According to the HUD's Fair Market Rent, it costs \$921 per month to rent a two-bedroom unit in Adams County. The National Low Income Housing Coalition's "Out of Reach 2009" report indicates that a person needs to earn \$35,640 annually, or needs to work 94 hours a week at minimum wage in order to afford a two-bedroom apartment in Adams County. There is currently a shortage of 3,900 affordable housing units across Adams County.

One major study on homelessness found that 80-85% of the people who enter the homelessness service delivery system, i.e. shelters receive one or two services, exit homelessness, and do not return. The remaining individuals are designated as episodically (5-10%) or chronically (10%) homeless. They use more than half the resources in the homelessness service delivery system. Chronically homeless individuals are disproportionately costly to taxpayers. The costs to the system include emergency medical care, incarceration and shelter. The costs of lost potential, especially for children, can be much harder to quantify and are much longer term. For example, 25% of homeless children lose one full grade level of progress per episode of homelessness. Seventy-five percent (75%) of homeless children have at least one developmental delay and 44% have at least two. Homeless children suffer from one or more major, chronic medical conditions almost twice as often as housed children (16% compared to 9% of the general population).

References: The following are three references for the services we provide:

Kent Gregory, Contract Administrator
Adams County Human Services Department
7190 Colorado Boulevard, Commerce City, CO 80022
(303) 227-2215 - KGregory@adcogov.org

John Parvensky, President and CEO
Colorado Coalition for the Homeless
2111 Champa Street, Denver, CO 80205
(303) 285-5202 - jp@coloradocoalition.org

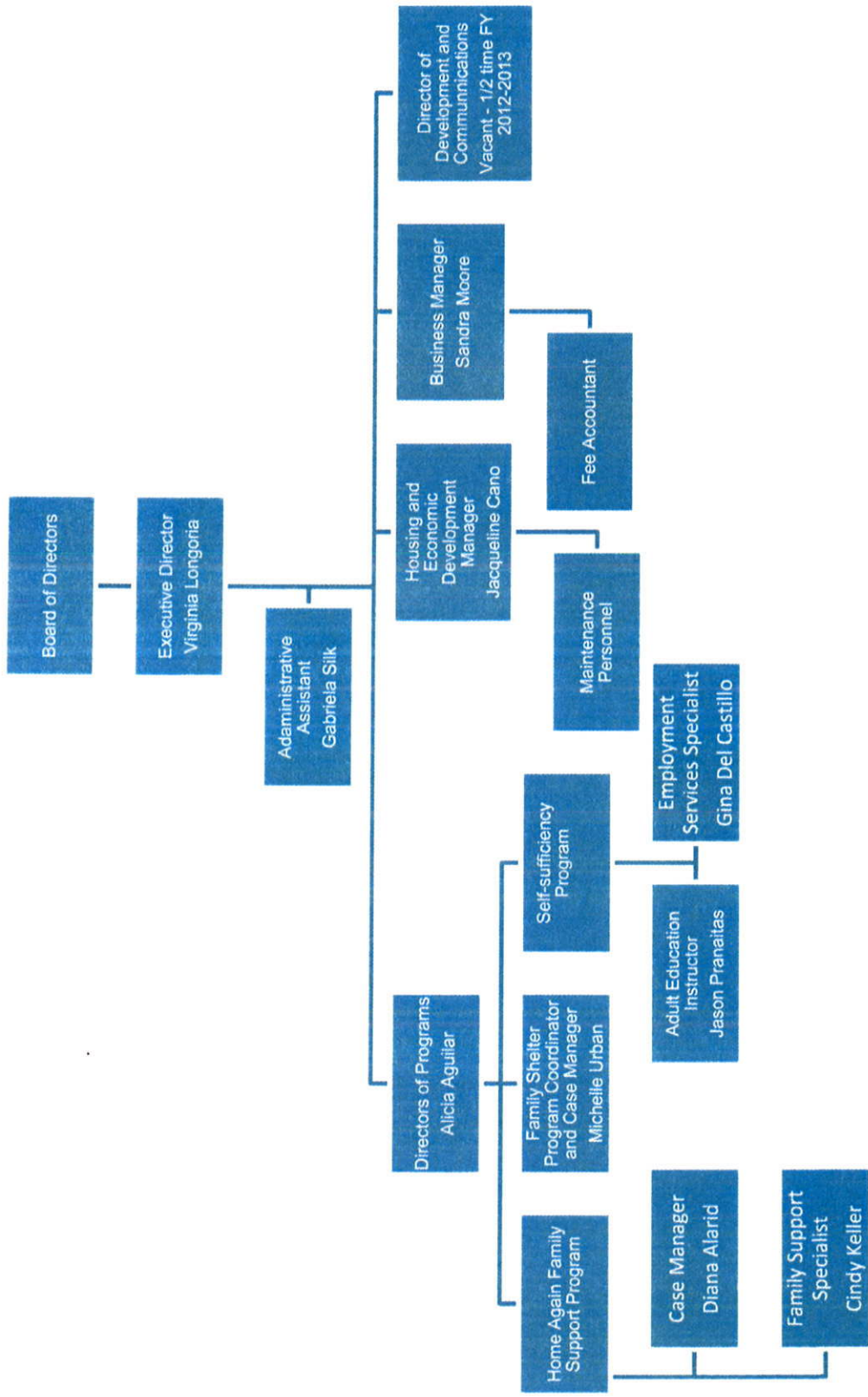
Sam Maxwell, Executive Director
Community Housing Services
1212 Mariposa Street, Denver, CO 80204
(303) 831-1750 - sam@chsico.org

ATTACHMENT A

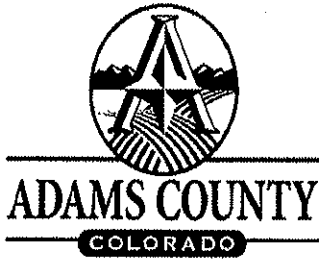
Fee Schedule

Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A* (B+C)
2013 Contract Period Fees					
Family Support Specialist	Provides direct case management and advocacy services to TANF eligible families.	70%	\$34,567	\$2,300	\$25,808
Shelter Program Coordinator and Case Manager	Provides direct case management and advocacy services to TANF eligible families and coordination of shelter services.	30%	\$39,360	\$2,800	12,648
Case Manager	Provides direct case management and advocacy services to TANF eligible families who receive transitional housing supportive services.	16%	\$36,481	\$2,488	\$6,544
Direct Assistance	Rent, deposits, birth certificates, work tools, transportation, medical expenses, etc.	25%	\$30,000	\$0	\$30,000
Contingency Fund Services	Referrals from ACHSD with directives on expenses.	37.5%	\$45,000	\$0	\$45,000
2013 Total of Base Expenses					\$120,000
2014 Total of Base Expenses					\$125,000
2015 Total of Base Expenses					\$130,000

Attachment B. Organizational Chart



ATTACHMENT D



2012.226

Case Management Services Temporary Assistance for Needy Families (TANF) Housing and Domestic Violence

OFFEROR'S STATEMENT/SIGNATURE PAGE

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 through Addenda # 1 (If None, Please write NONE)

Access Housing, Inc.

Company Name

6978 Colorado Blvd.

Address

Commerce City CO 80022

City, State, Zip Code

Adams

County

303-289-7078

Telephone

virginia@acchouse.org

E-mail Address

10-17-17

Date

Virginia A. Congria

Name and Signature of Authorized Person

Virginia A. Congria

Printed Name

Executive Director

Title

303-289-7941

Fax

Attachment C

OFFEROR'S CERTIFICATION OF COMPLIANCE

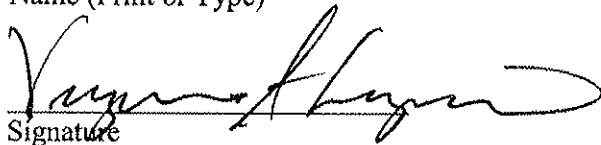
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract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

Access Housing, Inc.
Company Name

10-17-12
Date

Virginia A. Longoria
Name (Print or Type)


Signature

Executive Director
Title

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



ADDENDUM OF SOLICITATION

SOLICITATION NUMBER: 2012.226
SOLICITATION DATE: Friday, September 28, 2012
DESCRIPTION: Case Management Services Temporary Assistance for Needy Families (TANF) Housing and Domestic Violence
ADDENDUM NUMBER: One (1)
ADDENDUM DATE: October 15, 2012

The hour and date specified for receipt of RFP 2012.226 [] is [X] is not extended to the following new hour and date: The above-numbered solicitation is amended as set forth below. Offeror must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended by signing this form below or by acknowledging receipt of this addendum on each copy of the proposal submitted. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF PROPOSAL PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR PROPOSAL.** If by virtue of this addendum you desire to change an offeror already submitted, such change may be made by letter, provided the letter makes reference to the solicitation and this addendum, and is received prior to the hour and date specified.

DESCRIPTION OF ADDENDUM:

- A. This Addendum is being issued to provide answers to the questions received for RFP 2012.226 on Thursday, October 3, 2012:

QUESTIONS AND ANSWERS:

- Q1. Will the contractor be required to provide treatment and/or counseling to victims and their children in addition to referrals and resources services?
A1: **Yes. The offeror will be required to provide treatment and/or counseling to victims and their children in addition to referrals and resources services.**
- Q2. What agency provides the treatment now?
A2: **The County Human Services Department is currently contracted with Alternative to Family Violence for these services.**
- Q3. If we can only provide services (safety planning, resources, referrals) unrelated to treatment would be still be considered?
A3: **The County is seeking services from a qualified agency to provide all the services specified in the scope of services. Offeror can submit a proposal for the services that they can provided, please be clear as to what services you will and will not be providing. All proposals will be considered.**
- Q4. What is the current rate of compensation for the provider?
A4: **The offeror must submit their fees to provide the services per the solicitation scope of services.**

Q5: On page 13 number 2 Responses under Section XXII Proposal Preparation Instructions, should there be a response to this preparation instruction?

A5: **No response is required for paragraph 2. Paragraph 2 is the instructions for paragraphs 3-5. Please provide all responses in your proposal in the format listed.**

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

Purchasing Services

EXHIBIT A

(Documents following this page of the Agreement)

Exhibits:

1. Adams County RFP 2012.226 Specifications and Statement of Service

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EXHIBIT A1

**REQUEST FOR PROPOSAL
2012.226**

**Case Management Services
Temporary Assistance for Needy Families
(TANF) Housing and Domestic Violence**

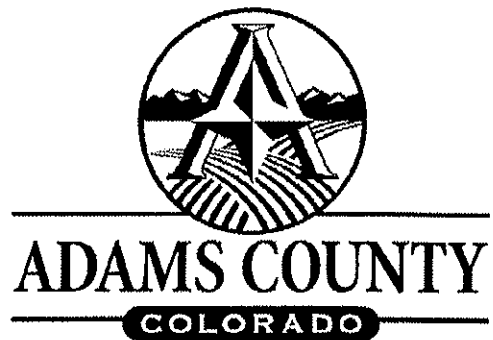
RFP Issuance Date: Friday, September 28, 2012

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

RFP Opening Date: Thursday, October 18, 2012

RFP Opening Time: 4:00 p.m.

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



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

STATEMENT AND SCOPE OF SERVICE

I. STATEMENT OF SERVICES:

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

The organization services for families should include services that provide safety, and potential for client growth:

Domestic Violence Services for women, and children; including counseling, emergency shelter, crisis line, case management, clothing, food bank assistance, or other supportive services such as connection to resources to relocate, referrals for legal assistance, including assistance in gaining restraining orders etc.; and mental health assistance. Include whether child care, GED classes, financial education or job placement services will be provided.

Housing and Domestic Violence Services: Offeror must provide a list of categories of services, the average number of families, children expected to receive, and service in the program for a twelve (12) month period in proposal.

II. SCOPE OF SERVICES:

Adams County Human Services for the Housing and Domestic Violence Program. The qualified offeror program will be required to:

- Be fully operational by January 1, 2013 with minimal disruption in the service to current TANF participants.
- Provide counseling, expertise in domestic violence, or housing issues.
- Have the ability to process up to twenty-five (25) checks per month, within two (2) days from receipt of the County Human Services form and check request date.
- Have the ability to provide funds to families within a forty-five (45) day reimbursement period of \$20,000 monthly; this amount includes direct assistance provided through the offeror's organization with the offeror's criteria that serves TANF eligible families, and includes monies directed by the County Project Manager. To be reimbursed monthly by Adams County Human Services Department.

Note: If this amount exceeds what Offeror agency can do, then Offeror must provide the amount the agency can distribute monthly within a forty-five (45) day reimbursement period in proposal.

- Ability to serve Spanish speaking monolingual individuals.

Housing

- The Offeror is responsible for providing assistant for emergency shelter, housing, homeless prevention, or transitional housing services for low-income TANF/TANF eligible Adams County families who are homeless, or in danger of homelessness.
- The Offeror is responsible for evaluating the refer families that they cannot assist to other community agencies, and to the County Project Manager for other services such as LEAP, Food Assistance, and TANF.

STATEMENT AND SCOPE OF WORK continued

- The Offeror must provide "Direct Assistance" to clients for emergency rent, mortgage needs, initial month's rent, deposits, application fees, credit check, background check fees, or other housing related needs. Offeror will be responsible for coordination services with the County Project Manager on an individual case basis.
- The Offeror shall distribution of funds out of a "Contingency Fund" to families referred by Adams County and the County Project Manager.
- Offeror is responsible for coordinating all services with the County Project Manager for a written authorization prior to any distributions. For the purpose of this funding source: contingency funds are for the purpose of housing stability, family stability, and self-sufficiency needs. Families being referred may or may not meet the program requirements, but are TANF eligible. The County Humans Services Department and Project Manager will be responsible for maintaining the verification files for the cases, and will submit a written contingency form with all pertinent information to the offeror, (such as: amount of payment, type of payment, for rent, deposit, utilities, payments for family stabilizing needs, family identification information, and demographic data, as well).
- The Offeror will be responsible for providing funds to families in a timely manner, usually within two business days as a reimbursable expense through ACHSD.
- Have the ability to process up to ten (10) emergency checks per month within four (4) to twenty-four (24) hours for eligible family needs. These funds often go to child welfare families or families in jeopardy of losing housing, or in need of family stability resources such as keeping a car running in order to maintain employment. Offeror will be responsible for coordinating the distribution of these funds with the County Project Manager for housing, utilities, and a myriad of general family supports services.
- Having at least five (5) years history and experience serving Adams County low-income families with similar services, understand Adams County community resources, and how to access them.
- Offeror must be knowledgeable of TANF federal statutes and regulations, Colorado Works statutes and regulations, and abide by Adams County and the County Human Services policies, procedures, and ethics policy.
- Offeror will be responsible for being familiar with Colorado Child Welfare Report requirements.
- Offeror must work in with Adams County staff, the County contracted agencies programs, other community programs to help families receive needed, and timely services.
- The Offeror will be responsible for providing industry standard customer service to the participants and to the County staff. The Offeror shall treat participants from an advocate perspective, and philosophy.
- Offeror will be responsible for ensuring that all employees pass a Colorado Bureau Investigation (CBI) background prior to working with participants in the programs.
- The Offeror will be responsible for requesting a criminal background inquiry (CBI) report for employees assigned to this project and reviewing for negative information, such as a criminal history, discrepancies between what an applicant claims, what is reported by schools, prior employers, and etc. The Offeror will compare the criminal

history to the applicant's job qualifications in order to evaluate the applicant's ability to do the designated job, to ensure that the TANF participants, the County Staff are served in the program are safe, and protected from harm. The period for state CBI's is five (5) years; if the applicant has lived out of state prior to five (5) years then a nationwide CBI should be conducted.

- The offeror will be responsible for providing office space, meeting space, computers, printers, access to copying documents, file cabinets, land lines for telephones or fax machines, postage, and electronic mail access

Domestic Violence Services

Offeror will be responsible for providing a safe housing, counseling, shelter on an as-space-is-available basis to TANF eligible women, and children who is threatened by, or are direct victims of family violence. Through the services provided, the offeror shall assist TANF clients in attaining an improved level of self-sufficiency. Additionally, they will provide group counseling and counseling for children as needed. Groups will:

- Identify goals leading to economic self-sufficiency, and work to reduce/eliminate reliance on government assistance.
- Provide access necessary to educational skills; such as GED, computer literacy, and continuing education information.
- Distribute resource, and referral information on community volunteerism.
- Provide child safety, dating and relationship safety planning information.
- Provide safety, and domestic violence counseling to their children at the same time the adult group takes place, if possible.

IV. RESPONSIBILITIES OF THE COUNTY:

The County shall refer families for the use of contingency funds to housing contractors. The County may also refer families/individuals for services detailed in the Offeror's proposal.

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V. REPORTS

The offeror will be responsible for submitting and coordinating with the County Project Manager monthly reports summarizing the results of intervention and services provided to families. The format and content areas of the report will be provided by ACHSD. Reports shall include, but not be limited to, the number of families served and types of services provided including number of individuals served with safe housing, number of nights of safe housing, hours of individual counseling provided, hours of group counseling provided, and rental assistance provided and client names, and Social Security numbers and dates of service or assistance provided. All reporting formats and content shall be designated by the County Human Services Project Manager.

VI. 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.

VII. 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.

VIII. 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.

IX. FEE SCHEDULE

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

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

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

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

XVII. INSURANCE

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

- 1) The offeror will be required to procure and maintain, at his own expense and without cost to the County, the kinds and minimum amounts of insurance as follows:

- 2) Comprehensive General Liability, in the amount of not less than \$1,000,000 per person and \$2,000,000 general aggregate. Coverage to include,
 - Premises
 - Products/Completed Operations
 - Broad Form Comprehensive, General Liability
 - Adams County shall be named as Additional Insured
- 3) Comprehensive Automobile Liability, in the amount not less than \$1,000,000 dollars minimum combined coverage.
- 4) Employers Liability and Workers' Compensation. The offeror shall secure and maintain employer's liability and Workers' Compensation Insurance in compliance with the laws of the State of Colorado to protect them against any and all claims resulting from injuries to and death of workers engaged in work.
- 5) Professional Liability, offeror shall maintain Professional Liability (sometimes referred to as errors and omissions insurance) in amounts not less than \$500,000 dollars.
- 6) All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 7) Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 8) The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 9) The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the offeror.
- 10) If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the offeror shall promptly obtain a new policy, submit the same to the Purchasing Department of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the offeror to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the offeror in obtaining and/or maintaining any required insurance shall not relieve the offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the offeror concerning indemnification.

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

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

The Offeror shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under this public agreement for services.

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

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

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

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

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

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

XIX. SUPPLEMENTAL FEDERAL PROVISIONS

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

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

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

1.1.1. **“Award”** means an award of Federal Financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.2. Grants,

1.1.3. Contracts,

1.1.4. Cooperative agreements (which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710a)),

1.1.5. Loans,

1.1.6. Loan Guarantees,

1.1.7. Subsidies,

1.1.8. Insurance,

1.1.9. Food commodities,

1.1.10. Direct appropriations, or

1.1.11. Other financial assistance transactions that authorize the non-Federal Entities' expenditure of Federal Funds.

Award does *not* include:

1.1.12. Technical assistance, which provides services in lieu of money;

1.1.13. A transfer of title to Federally-owned property provided in lieu of money, even if the award is called a grant;

1.1.14. Any classified award; or

1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Pub. L. 111-5).

1.2. **“Central Contractor Registration (CCR)”** means the Federal repository into which an Entity must provide information required for the conduct of business as a recipient.

1.3. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

1.4. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;

1.4.1. A governmental organization, which is a State, local government, or Indian Tribe,

1.4.2. A foreign public entity,

1.4.3. A domestic or foreign non-profit organization,

1.4.4. A domestic or foreign for-profit organization, and

- 1.4.5. A Federal Agency, but only a subrecipient under an award or subaward to a non-Federal entity.
- 1.5. **“Subaward”** means a legal instrument to provide support for the performance of any portion of the substantive project or program funded by federal funds to a Prime Recipient that a Prime Recipient awards to a Subrecipient.
- 1.6. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all award types in §1.1.
- 1.7. **“Contractor”** means the party or parties to the Contract other than the Prime Recipient and includes a grantee, subgrantee, Subrecipient, or a borrower. For purposes of FFATA reporting, Contractor is either a Subrecipient or a Vendor under this Contract.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). Also referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State Agency or Institution of Higher Education that receives federal funds directly from a Federal Agency in the form of an award in §1.1.
- 1.10. **Subrecipient”** means a non-Federal Entity receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.11. **“Supplemental Provisions”** means these Supplemental Provisions for Contracts, Grants, and Purchase Orders using Federal funds except those funds provided under the American Recovery and Reinvestment Act of 2009, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado Agency or Institution of Higher Education.
- 1.12. **“Total Compensation”** means the cash and noncash dollar value earned by the executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following,
- 1.12.1. Salary and bonus,
- 1.12.2. Awards of stock, stock options, and stock appreciation rights. This amount shall equal the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments,
- 1.12.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees,
- 1.12.4. Change in pension value, this amount shall equal the change in present value of defined benefit and actuarial pension plans,
- 1.12.5. Above-market earnings on deferred compensation which is not tax-qualified, and

- 1.12.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

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

2. Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.

2.1. **CCR** - Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under this award or receives final payment, whichever is later. Contractor shall review and update the CCR information at least annually after the initial registration, and more frequently if required by changes in its information.

2.2. **DUNS** – Contractor shall provide its DUNS number to its Prime Recipient, and shall update its information in Dun & Bradstreet at least annually after the initial registration, and more frequently if required by changes in its information.

3. Total Compensation – Contractor shall include total compensation in CCR for each of its five most highly compensated executives for the preceding completed fiscal year if:

3.1. the total Federal funding authorized to date under this award is \$25,000 or more, and in the preceding fiscal year, Contractor received:

3.1.1. 80 percent or more of its annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and

3.1.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and

3.2. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

4. **Reporting.** Contractor shall include data elements in its CCR and report to its Prime Recipient Entity the data elements required in §7 if Contractor is a Subrecipient for the award types of grants, contracts, and cooperative agreements (which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710a).

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

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

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

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

6. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

6.1 To CCR. A Subrecipient shall register in CCR and report the following data elements in CCR:

- 6.1.1 Subrecipient DUNS Number
- 6.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account
- 6.1.3 Subrecipient Parent DUNS Number
- 6.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District
- 6.1.5 Subrecipient Officers' Names of top 5 highly compensated officials if the criteria in §4 are met.
- 6.1.6 Subrecipient Officers' Total Compensation of top 5 highly compensated officials if criteria in §4 met.

7. **To Prime Contractor.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the contract, the following data elements:

7.1.1 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. **Vendor** – There are no Transparency Act reporting requirements for vendors.

9. **Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Agreement and Adams County Government; Board of Commissioners may terminate the Agreement upon 30 days prior written notice if the default remains uncured five (5) calendar days following the notice period. This remedy will be in addition to any other remedy available to Adams County Government, Board of Commissioners under the Agreement, at law or in equity.

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

PROPOSAL DOCUMENTS

Name of Firm

RFP Number and Name of Project

RFP Date and Time Due

XXI. Format

Offeror must submit sealed proposal in **one (1) original** and four (4) copies to the office of the Purchasing Agent, Adams County Administration Building, 4430 South Adams County Parkway, First Floor Reception Desk, Brighton, Colorado, 80601, up to 4:00 p.m., Thursday, October 18, 2012. Proposals may be mailed or delivered in person, but must be in a sealed envelope, labeled with Company name, RFP number with name of project and time of proposal opening. No proposals will be accepted after the time and date established for the solicitation, except by written addendum.

Submittal of Proposal Questions

All questions relating to RFP 2012.226 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.

XXII. PROPOSAL PREPARATION INSTRUCTIONS

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

- 1) **Qualifications:** All proposals to this solicitation must provide detailed information regarding the offeror's organization's qualifications to meet the County scope of services for this project.
- 2) **Responses:** Qualifications and experience will be primary consideration for the award of this solicitation. Please provide responses in the below order and make sure your agency addresses each of the following in your proposal:
- 3) **Organizational Experience:**
 - Summary of organizational budget
 - An introduction of your organization including mission statement, history and current organizational chart.
 - Ability to provide services in a location that is easily accessible for participants and has sufficient capacity for staff and the program.
 - Unique organizational expertise, infrastructure and resources that will add value to the program.