### ADAMS COUNTY, COLORADO SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this FONDIA 2013, 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 MILE HIGH COUNCIL/COMITIS located at P. O. Box 919, Aurora, Colorado 80040, 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 2012.226D as Exhibit A1 and the Contractor's responses as Attachments A1-A5 to RFP 2012.226D 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. <u>Term of Agreement:</u> The initial term of this Agreement shall the date of execution by the Board of County Commissioners. This Agreement shall terminate on January 31, 2014, unless sooner terminated as specified elsewhere herein.
- 3. <u>PAYMENT AND PRICE SCHEDULE:</u> The County shall pay the Contractor for work furnished under this Agreement as outlined in **Attachments A1-A5** and the Contractor shall accept as full payment for those works, not to exceed amount of **seventeen thousand dollars** and no cents (\$17,000.00) 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. <u>INDEMNIFICATION</u>: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
- 7. <u>INSURANCE:</u> The Contractor agrees to maintain insurance of the following types and amounts:
  - 7.1. <u>Commercial General Liability Insurance:</u> to include products liability, completed operations, contractual, broad form property damage and personal injury.

7.1.1. Each Occurrence \$1,000,000

7.1.2. General Aggregate \$2,000,000

7.2. <u>Comprehensive Automobile Liability Insurance</u>: to include all motor vehicles owned, hired, leased, or borrowed.

7.1.3. Bodily Injury/Property Damage

7.1.4. Personal Injury Protection

\$1,000,000 (each accident) Per Colorado Statutes

7.2. Workers' Compensation Insurance:

Per Colorado Statutes

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

\$1,000,000

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

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

#### 8. TERMINATION:

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

- 9.3. Record Retention: The Contractor shall maintain records and documentation of the services or work provided under this Agreement, including fiscal records, and shall retain the records for a period of five (5) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 9.4. <u>Assignability:</u> Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 9.5. 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. <u>Force Majeure:</u> Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 9.7. 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:

Robert "Bob" Dorshimer MA.ed CEO
Mile High Council/Comitis
P.O. Box 919
Aurora, Colorado 80040
Phone: 303.341.9160
rdorshimer@milehighcouncil.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 2012.226D are reference under Attachments A as items 1 through 6.

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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:

#### MILE HIGH COUNCIL/COMITIS

Authorized Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <a href="https://www.vis-dhs.com/employerregistration">https://www.vis-dhs.com/employerregistration</a>. 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 MILE HIGH COUNCIL / COMITIS  Name (Print or Type)  Authorized Signature	BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO  By: Chair Signature  Date: 2 13
Title  Date: () 23) (3	
	ATTEST: Karen Long Clerk and Recorder  Deputy Clerk Signature
	APPROVED AS TO FORM: Adams County Attorney's Office
	By: Attorney Signature
Signed and sworn to before me on this $\frac{30}{20}$ de	ay of <u>Sanuary</u> , 2012 2013
by Robert Dorshimer.  Cai alm Farm  Notary Public	
My commission expires on:	09-11-2013

CRAIG ADAM GARDNER NOTARY PUBLIC STATE OF COLORADO

#### ATTACHMENT A

(Documents following this page of the Agreement)

#### Attachments:

- 1. BAFO, email dated January 7, 2013
- 2. Amendment One, dated October 15, 2012
- 3. Proposal, dated October 12, 2012
- 4. Contractor's Signed Certificate of Compliance for RFP 2012.226, dated October 12, 2012
- 5. Offeror's Statement /Signature Page for RFP 2012.226, dated October 12, 2012

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655 Broadway, Stc. 200 • Denver, CO 80203 303-825-8113 • Fax 303-825-8166

> **EXECUTIVE OFFICES** PO Box 919 . Aurora, CO 80040 303-341-9160 • Fax 303-343-3907

www.milehighcouncil.org \* www.comitis.org

January 7, 2013





Comitis Crisis Center Ms. Heidi Casteel, P.H.M. Purchasing Agent II Purchasing/Finance Department Adams County Government Center

> Sub: 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

Dear Ms. Casteel,

This letter is in response to the question posed in your letter dated January 4, 2012:

1. Please confirm that The Mile High Council can provide TANF Housing and Domestic Violence services, if awarded an Agreement for \$17,000.00 base year and two option years, in amounts as listed below.

If yes, please provide a new Fee Schedule reflecting the \$17,000.00 for each year at a rate of \$30.00 per person per night.

Response: The Mile High Council and Comitis Crisis Center has attached the Fee Schedule reflecting the \$17,000.00 for each year at a rate of \$30.00 per person per night.

If you have any questions please contact me at 303-341-9160. We look forward to working with Adams County to provide emergency shelter services to those residents in need.

Sincerely,

Robert Dorshimer, CEO

Attachment: Fee Schedule



Womens Services

Sponsored by Mile High



United Way

#### Attachment B Fee Schedule

		Base Expenses (show fees for a 12 month per	riod)		
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)
		Total of Base Expenses:			\$0
Budget Item		Description		Amount	
Base Expenses		Equals total of Base Exp	enses	\$0	
Client direct services	43001	Emergency shelter care to meals, and referral servic person per night.		\$17,000	
	***************************************	Total:			\$17,000



#### 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 <u>Section XXII Proposal Preparation Instructions</u>, 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
ACKNOWLEDGEMENT:
Signature/Date)
Name and Title)
Company Name)
Address)

cc: RFP 2012,226

# Response to Request for Proposals

RFP Number: 2012.226

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

**Prepared by: Comitis Crisis Center, Inc.** 

Original

**CONFIDENTIAL** 

#### ORGANIZATIONAL EXPERIENCE

The Comitis Crisis Center, Inc. (Comitis)—a trauma-informed emergency shelter and housing services agency located in Adams County—is well-positioned to provide case management and housing services to TANF-qualified families in Adams County. Comitis is also the preferred overflow shelter in the area for victims when domestic violence shelters are full, because of Comitis' trauma-informed approach and ability to provide evidence-based trauma treatment. As a leading service provider in Adams County, Comitis seeks support through the Adams County Case Management Services TANF Housing and Domestic Violence grant to provide housing services to TANF-eligible population referred by the Adams County Human Services Department.

**Summary of organizational budget.** Comitis' annual operating budget is \$904,056. Over one-quarter of funds for Comitis services are for TANF-based services; \$250,000 annually to serve TANF participants from Arapahoe County. Approximately 40% of the budget is utilized for highly qualified personnel to provide direct client services.

Mission statement. Comitis' mission is to provide a seamless continuum of behavioral services that empowers healthy, viable, complete lives and communities. It has built itself on the fundamental belief that all people should have immediate and long-lasting access to basic needs. History. Comitis is one of the region's leading community crisis centers, providing basic needs, workforce development and educational resources to homeless and near homeless populations in Aurora and the greater east metro Denver region. In 1970, a group of community members recognized a growing number of homeless and runaway youth in the community and determined there was a need to begin an outreach program to support these youth. As a result, Comitis began programming in the basement of St. Pius church in Aurora to provide food and shelter for runaway youth dealing with substance use/abuse disorders. Based on growing and changing community needs, Comitis now operates in a larger facility and provides basic needs, housing and shelter services to individuals age 18 and older and families of all ages and sizes. Over the past 42 years, Comitis has earned its reputation as leader in addressing homelessness in Adams and Arapahoe counties. The current Comitis organizational chart is included as Attachment A.

Ability to provide services in a location that is easily accessible for participants. Comitis is the only nationally recognized Safe Place Shelter in Colorado and is the only four-season emergency shelter in Aurora. Comitis is located just off Colfax Avenue—the dividing line between Adams and Arapahoe counties and the primary bi-way for East-West public transit lines—in north central Aurora, and it provides services 24 hours a day every day of the year. Comitis' services include Colorado's oldest 24-hour crisis help line; the out client/ walk-in counseling service; a homeless shelter for adults, couples, families with children; a youth shelter for children 12-17; a licensed residential child care facility (RCCF); and a runaway and homeless youth shelter. In addition, Comitis provides food for the hungry, facilitation of medical care, and it helps the near homeless and others with clothing, hygiene items and referral assistance. Comitis is fully ADA compliant and accessible, including ADA certified bathrooms, program areas and elevators and entrances.

Ability to access individuals at risk of becoming homeless. In its 41-year history, Comitis has established a vast network of partners that work with the near homeless or homeless. Because of

Comitis' reputation as a trusted resource for homeless people, 80% of its clients are referred from other organizations within the community. On most nights, 85% of Comitis' beds are full.

Location has sufficient capacity for staff and program. Comitis has the largest emergency shelter in the eastern metro Denver area, with over 42 beds, including 20 in the youth shelter. The building has three floors. Comitis is a 30,000 square foot facility with 18 rooms for TANF clients and 30 rooms total. The east wing of the first floor is used for family services. The west wing of the first floor is used for the clinic, central coordination and wraparound services. The upper two floors are used mostly for living spaces. The east wing of the second floor is reserved as a transitional housing program for women. The west wing of the third floor is reserved for single men or fathers with children. The east wing of the third floor is reserved for staff offices and administrative functions.

Unique organizational expertise, infrastructure and resources that add value to program. Comitis recently received the prestigious Eagle Award, given by the State Housing Authority, which represents one of the highest achievements within the Colorado housing community. The Eagle Award celebrates accomplishments and extraordinary leadership in housing and support services. In addition, Comitis has received numerous accolades from the Aurora City Council and the Aurora Police Department for the important services it provides to this high-risk and high-need community. Comitis' executive director, Bob Dorshimer, received the Tri-County Health Hero of the Year Award in 2012. Comitis is also an active participant in the Statewide Advisory Committee on Homeless Youth.

Another unique differentiator is that Comitis' housing program is trauma informed. All clients who seek shelter are administered the Trauma Symptom Inventory (TSI), which helps therapists and case managers design appropriate treatment plans. The TSI assesses clients on 10 clinical scales and explores three broad categories: trauma, self and dysphonia (a speech disorder). Comitis uses the results of the TSI pre-test to design treatment plans and to help families and individuals set appropriate goals. In addition, female clients who seek shelter are offered the Seeking Safety program, an evidence-based, outpatient trauma treatment program that is recognized by SAMHSA's National Center for Trauma-Informed Care. Seeking Safety consists of education on 25 topics and issues such as Post-Traumatic Stress Disorder (PTSD), building support networks, and setting healthy boundaries in relationships and parenting. Seeking Safety addresses issues of physical, sexual and/or emotional abuse in women with histories of trauma. Seeking Safety aims to empower women within Comitis and to provide support.

Geographical location served. Comitis Crisis Center is located in Aurora, Colorado, which is the third largest city in the state with a population of 325,078. Although Comitis is located in the city of Aurora, the shelter provides support to individuals and families from Adams, Arapahoe and Douglas counties. The total net population of these areas is approximately 1,036,391 persons, with approximately 197,300 residents living below the poverty line.

Ability and willingness to serve Adams county. Located in Adams County, Comitis has historically served a large number of Adams County residents and is well-positioned to provide critical, trauma-informed housing services for TANF-qualified families in the county. Because Comitis is located in the county, any client who utilizes the emergency shelter services and is

considered homeless is considered an Adams County resident when in the Comitis shelter. Comitis has served TANF participants in Adams County over the past 41 years through direct assistance, housing assistance and referral. **Location(s) where services/emergency housing is provided.** Comitis' shelter is located at 2178 Victor St., Aurora, Colorado, 80045.

#### HOUSING PROGRAMS

Experience and knowledge of Adams County BCA participants, low-income families, the community in general. As an organization located in Aurora (which straddles Adams and Arapahoe counties), Comitis has a 41-year history of serving residents of Adams County, one of Colorado's fastest-growing counties. According to the most recent U.S. Census, Adams County now has 441,603 residents. The majority of the county's residents are Caucasian (52 percent); 38 percent are Hispanic and 3 percent are African American.

Nearly 11 percent live in extreme poverty, earning less than \$14,000 per year. Seventeen percent of individuals and 11 percent of families in Adams County live under the federal poverty line; 17.6 percent of children under 18 live in poverty. The unemployment rate in Adams County is disproportionally higher than Denver's or Colorado's—12.3 percent in Adams County compared with 9.5 percent in Denver County and 6.3 percent in Colorado. In further evidence of Adams County's poverty, 10.6 percent of residents receive SNAP (food stamps), 10.7 percent receive Supplemental Income Assistance and 20.8 percent do not have any health insurance.

Homelessness within Adams County has increased by 150 percent over the past two years. The most recent Homeless in Denver Metropolitan Area, 2011 Homeless Point-in-Time Study counted 1,531 homeless individuals in Adams County. According to the Adams County Board of County Commissioners' Government Annual Budget 2012, the number of residents that receive TANF benefits is also rising: 1,059 people received that benefit in 2012, compared with 960 in 2011. There is also a correlation between women applying for TANF and their experience as victims of domestic violence. Therefore, Comitis' programs are all trauma-informed, and programming that meets the needs of individuals who have been in abusive relationships is available.

Other programs/organizations that will be leveraged to benefit Adams County BCA participants and low-income families. Staff members sit on various committees throughout the metro area that focus on homelessness, mental health, substance abuse, TANF and human services. This reputation is evidenced by the comments from the U.S. Department of Health and Human Services onsite audit in 2008, that stated: "Significant relationships with partner agencies and the grass-roots reputation to solving community problems allows Comitis to provide a broad continuum of service and referral sources for youth and families." To ensure that Comitis' clients receive access to additional services that they need, Comitis partners include: the Adams County Workforce Center, Gateway Women's Services, Denver's Road Home, the Women's Bean Project, Mental Health Center of Denver, Lowry Family Center, Denver Health and Hospital Authority, Community Reentry Project, Metro Community Provider Network and the Mile High Council on Substance Abuse and Mental Health (the Council). The Council provides behavioral

<sup>&</sup>lt;sup>1</sup> O'Conner, C. (2011). "Homelessness has increased 150% in Adams County, Colorado over the past 2 years." Denver Post. Available at: http://www.denverpost.com/breakingnews/ci 17295616

health analysis and support, substance abuse programming, and access to GED educational programs for the residents of Comitis. This relationship is unique because the Council and Comitis share an administrative staff and building space, making a seamless connection between behavioral health and substance abuse programming and the shelter.

The following are examples of the organizations with whom Comitis is most likely to partner on this project:

- Metro Community Provider Network (MCPN). MCPN has a formal MOU with Comitis, whereby MCPN provides medical, dental, mental health, substance abuse, pharmacy and community-based health services to the individuals and families residing at Comitis. All Comitis residents receive free physical exams as part of the intake process. MCPN also provides behavioral and oral health specialists to Comitis' residents, as needed. This relationship is unique because MCPN has a physician on-site at Comitis who is on call to handle emergency situations. As a community-based health provider, MCPN benefits from this relationship because it furthers its own mission, which is to provide excellent health-related services focusing on the underserved.
- Aurora Police Department (APD). The APD also has a formal MOU with Comitis, and APD is one of the primary referral/dropoff sources for Comitis. APD officers bring homeless individuals and families to Comitis almost nightly, and in turn, Comitis helps to provide a community safety net, providing necessary shelter and care to help keep homeless individuals and families off the streets. This relationship is unique because it represents close collaboration between local law enforcement and service providers to work toward the mutually beneficial outcome of reducing homelessness and increasing youth, adult and family self-sufficiency.
- Gateway Women's Services (GWS). GWS and Comitis have a collaboration in which there is a cross pollination of referrals. GWS specializes in housing and counseling of battered women. When Comitis sees extreme cases of battery and abuse, they see to it that those victims are successfully referred to GWS, where their specialized staff can more effectively service their unique needs.

Experience providing emergency shelter and other services that assist families in housing and financial stability, along with other services. For over 40 years, Comitis has provided a wide array of services and quality programs to help families and individuals move toward self-sufficiency. Since its beginnings, Comitis has remained steady in its mission to provide and serve as an advocate for the voiceless in the community. Over the years, Comitis has broadened its reach and expanded its services. Originally providing shelter for runaways, Comitis presently provides shelter, services and resources for families and individuals in order to set them on a path toward self-sufficiency. With three independent housing wings, Comitis can comfortably and safely house youth, families and veterans in distinct areas. Further, and as has been mentioned, Comitis recently entered into a strategic partnership with the Council in order to provide effective and appropriate services in the arenas of behavioral health and substance abuse. In 2011, Comitis provided the following services:

- 411 overnight residents (108 males, 185 females, 118 youth)
- 49 adults in family wing (38 females, 11 males)
- 72 children in family wing (45 females, 27 males)

Upon arrival at Comitis, families and individuals go through an intake process through which Comitis' case managers discuss current and prospective needs that residents may have on their path to self-reliance. Comitis' case managers use the Critical Time Intervention (CTI) method of case management —an evidence-based methodology designed for homeless individuals and individuals who are at risk of homelessness. CTI is a time-limited, nine-month program focused on integrating participants into the community by empowering them to develop independent living skills and build support networks. This case management model is divided into threemonth phases. The Transition to Community phase (months 1-3) provides intensive, specialized support. The case manager and the participant develop a case plan based on the assessments and the individualized needs that are crucial to address in order to reduce the risk of homelessness. Needs may include addressing family dynamics such as domestic violence, mental health issues, medical issues, employment issues or housing issues. The case manager is very involved in this phase, and the focus is on accessing the benefits and community resources the participant qualifies for. The Try-Out phase (months 4–7) is designed to facilitate and test the participant's problem-solving skills and the systems developed during Phase 1. It does not require as intensive one-on-one support. The Transfer-of-Care phase (months 8-9) involves ensuring that the participant has established a network of community supports and is setting in place a plan for achieving long-term goals. CTI has recognized five main areas that are crucial to stabilize in order to facilitate a participant's long-term well-being and stability: psychiatric treatment and medication management, money management, substance abuse treatment, housing crisis management, and prevention and family interventions. Vocational and life skills training will be offered, depending on the individual needs of each participant.

Based on the results of that assessment process, Comitis refers residents to county departments of human services for food, medical and cash assistance, as appropriate. Comitis' case managers meet regularly with residents to discuss and set positive and realistic self-sufficiency and therapeutic goals. Once residents realize and achieve self-sufficiency goals, they participate in an exit interview in which case managers discuss further goals, concerns and questions residents may have.

In addition to the shelter, self-sufficiency services and Seeking Safety (described above), Comitis is a trained provider of the Nurturing Parenting Programs (NPP). Recognized on SAMHSA's National Registry of Evidence-Based Programs and Practices, NPP is a family-based program developed to help prevent and treat child abuse and neglect. Based on psycho educational and cognitive-behavioral approaches, NPP focus on five awareness, skill and knowledge areas: age-appropriate expectations; empathy, bonding and attachment; nonviolent, nurturing discipline; self-awareness and self-worth; and empowerment, autonomy and healthy independence. The program focuses on helping parents learn new styles of parenting and can be structured in a home or group format, based on the needs of individual families.

Clients also have access to a crisis help line and referral service that is available 24 hours a day and is staffed by screened, trained and supervised staff. The shelter remains open 24 hours a day, seven days a week, in order to provide for those who need refuge. Clients are also provided with food baskets, hygiene kits, diapers and formula, clothing, bus tokens and other personal need items.

**Children:** Comitis provides the Nurturing Parents classes that children attend with parents to

#### Children and Youth Services:

ensure that parents receiving services also learn parenting skills directly with their children. Comitis' case management, counseling, conflict resolution and nutrition counseling are all provided to families, including those with young children, to ensure that the children's needs are met. In addition, Comitis works to keep children in school while staying at Comitis, as case workers are in direct contact with homeless student liaisons at the school districts. Youth: Comitis also operates a coeducational residential child care facility (RCCF) that provides temporary emergency shelter for up to 20 youth between the ages of 12 and 18 as well as providing Functional Family Therapy (FFT) programming. A Blueprint-designated Model Program, FFT has demonstrated its effectiveness when used with youth ages 11–18.<sup>2</sup> FFT is a short-term treatment process that consists of as few as eight to 15, and generally not more than 26 sessions. As a flexible therapeutic program, FFT can be delivered on-site at Comitis or in the family's home, and many times the therapy begins at Comitis and is completed at home, once the youth is reunified. FFT empowers youth to make positive decisions, has open communication with family members, and helps to reduce the rate of youth entering into juvenile detention programs. Comitis also has a partnership with Art Reach, which is a local nonprofit that provides tickets to events ranging from trips to the art museum and botanical gardens, tickets to Colorado Rockies games, as well as providing tickets for educational field trips geared toward youth.

**Experience providing financial assistance, including accounting of financial assistance to other agencies.** Comitis works with the Aurora Police Department to provide emergency funds through the Victims Assistance and Law Enforcement (VALE) program, which provides programs and services for crime victims and to assists law enforcement. Comitis administers emergency funds—writing checks directly—to families and individuals who are in the Comitis shelter who have been referred for VALE assistance via the Aurora Police Department. Through this program, Comitis disperses at least\$4,200 per month.

How families will be evaluated for other services such as LEAP, food assistance and TANF eligibility. All clients are administered the self-sufficiency matrix, which maps the steps needed to become or maintain financial stability. Case managers review this assessment and determine each client's needs. All clients are assessed to determine eligibility for benefits, including those from the federal state and county governments, e.g., SSI, SNAP, VA benefits. If it is determined that the client is eligible, the case manager will provide the client with the required paperwork, assist with completion, set up appointments, provide transportation, attend appointments with the client and provide guidance, as needed.

**GED classes, computer literacy, financial education or job placement services:** Comitis has a computer lab in-house that residents can use for educational purposes as well as to build, update and send out resumes. Comitis also provides financial literacy and job readiness classes that are coupled with job placement seminars at workforce centers. Through Commitis' partnership with the Council, residents at Comitis have access to a GED program as well as additional educational programs. In addition to formal education, Comitis provides parenting programs for parents and expectant mothers to help sharpen parenting methods and skills.

<sup>&</sup>lt;sup>2</sup>Aos, S., Barnoski, R., & Lieb, R. (1998). Watching the Bottom Line: Cost-effective interventions for reducing crime in Washington. Olympia, WA: Washington State Institute for Public Policy.

Comitis also provides resources for residents to strengthen their educational and vocational skills, including access to a computer lab where residents can hone computer literacy skills as well as create resumes and cover letters for potential jobs.

**Information related to community volunteerism.** In addition to individual volunteers who help at the shelter, Comitis has many longstanding relationships with local churches that consistently provide volunteers for the shelter, such as St. Andrew's Church in Aurora, which provides volunteers weekly to clean and aid with vital tasks within the shelter. These tasks include general upkeep of facilities, restocking and bringing in food donations, making sure lighting fixtures are working properly, laundry, landscaping, upkeep of clothing bank and cleaning of facilities. Comitis also has an enduring relationship with the Daughters of Penelope, which provides assistance by helping to serve the 160 daily meals at Comitis. The Sartoma Club provides volunteer support through independent fundraising. Each year, Comitis staff and volunteers also participate in the annual Aurora Shopping Cart Race to raise funds for the shelter, and a local Aurora Safeway store has offered to host an annual fundraiser to help stock the Comitis pantry with non-perishable foods. Based on its 40-year history and its longstanding roots in the community, Comitis has successfully and efficiently built a solid base of volunteers to aid in the mission of Comitis. The example of these volunteers will be shared with Comitis' clients so they can see first-hand the impact that volunteers make in the community. Clients will be encouraged to volunteer at the shelter, and the will also be referred for other volunteer opportunities to other community-based organizations that match their interests.

**Domestic violence services.** While Comitis provides trauma-informed programs to clients who may have experienced domestic violence (described above), it is not a domestic violence shelter. Comitis partners with Gateway Women's Services when a client would benefit from specialized services related to domestic violence.

The table below summarizes services to be provided by Comitis during the initial program year:

Services provided	Average number of families/children who will receive service over 12-month period beginning January 1, 2013
Shelter nights for Adams County residents	Minimum of 365
Financial counseling sessions	*All clients per needs identified
Medical, dental, mental health, substance abuse and/or pharmacy services	All clients per needs identified
Case management	All clients per needs identified
Group meetings on topics pertinent to TANF- eligible clients, e.g., employment, substance abuse, life skills	All clients per needs identified
GED classes	All clients per needs identified
Computer literacy training	All clients per needs identified
Direct assistance (emergency rent, mortgage needs, initial month's rent, deposits, application fees, credit check fee, background check fees, or other related needs)	All clients per needs identified
Job readiness services (resume and cover letter	All clients per needs identified

help)	
Seeking Safety programming	All clients per needs identified
Nurturing Parenting programming	All clients per needs identified
Assistance with obtaining government benefits	All clients per needs identified

<sup>\*</sup>Note: If the client self-identifies any of the needs listed in the above chart, Comitis provides services or links the client to those services.

#### PROGRAM EXPERTISE AND PERSONNEL

Project managers, supervisors and staff:

Robert E. "Bob" Dorshimer, MA.ed, CAC III: Bob Dorshimer is the executive director of Comitis and the Mile High Council. Before taking on these positions, Bob had extensive experience coordinating large-scale efforts within public agencies, including: 1) appointment to the Denver Crime Control Commission by Mayor John Hickenlooper, where he coordinated the commission's youth and prevention efforts; 2) working as the director of the Mayor's Office of Drug Strategy, Denver Department of Human Services, directing the Drug Strategy Task Force composed of 28 members.

Ted Trujillo, MBA in Finance and Accounting: Ted is the chief operating officer (COO) of the Council and Comitis Crisis Center Inc. He has over 20 years of professional leadership experience in the government sector and the nonprofit field, with comprehensive knowledge and experience in planning and implementing large complex programs, strategic planning, and aligning business resources and operations with an organization's business requirements through planning, organizing and directing programs and services for children, youth, and families in the areas of child welfare, employment and training, education, and juvenile justice, mental health, substance abuse and homeless and runaway housing services. He has served as program director for a metro area nonprofit, a financial analyst for the City and County of Denver, associate director for the State Division of Youth Corrections and the state director of Child Welfare Service prior to joining the Council and Comitis Crisis Center Inc. in 2010. The COO will contribute 208 hours to this project.

Julie Bellum, LCSW, CAC III: Julie is the clinical director for the Council and Comitis Crisis Center Inc., with over 22 years' experience working with adolescents, adults and families who are experiencing emotional, physical and sexual abuse. She also has over 13 years of management and supervision experience. Julie has extensive training as a licensed social worker, certified addiction counselor, and in addressing disassociate disorders and trauma.

**David Romero, the homeless residential supervisor,** is a Naval veteran with six years' experience working with low-income populations at Comitis and the Boys and Girls Club. He is CAC I certified and is currently completing his CAC II certification. The residential supervisor will contribute 520 to this project.

Additionally, Comitis will hire three new staff members for the Adams County TANF BCA participant case load (1 FTE case manager (2080 hours), .5 FTE administrative assistant (1040 hours) and 1 FTE overnight staff person (2080 hours)) who are highly qualified and experienced working in the human services community with homeless or very low-income households. The case manager will be required to have a minimum of three to five years of experience working with homeless or low-income populations. All Comitis employees are required to take and pass a background check, and Comitis will not retain any sub-contractors for this program.

As a service provider for TANF participants from Arapahoe County (this comparable project is outlined in the following section), Comitis complies with all TANF, Colorado Works and Colorado Child Welfare statutes, regulations and reporting requirements. In addition, Comitis provides industry standard customer service through all aspects of programming.

In compliance with Adams County human services policies procedures and ethics policy, Comitis provides a dedicated telephone line (303.341.0622) for workers of the Adams County Department of Human Services. This dedicated phone line provides a responsive contact point for Adams County's staff to consult and communicate with Comitis staff seven days a week, 24 hours a day.

Ability to submit monthly reports that summarize the results of intervention/services provided: The Comitis Client tracking system is utilized to generate monthly reports using the CiviCore database, which helps Comitis monitor and track client engagement and participation in programming and includes: number of families served, types of services, number of individuals served with safe housing, number of nights of safe housing, hours of individual counseling, number of group counseling, rental assistance provided, client names/social security numbers, dates of service/assistance provided. Ongoing tracking and monitoring of outputs allows Comitis to ensure it is meeting its programmatic goals and overall strategic organizational outcomes.

Comitis affirms its: 1) ability to comply with all of the county's terms regarding confidential information and insurance coverage; 2) commitment to comply with CRS § 8-17.5-101, et seq and participate in the E-Verify Program and comply with all requirements related to hiring, including not employing or contracting with an illegal alien; and 3) commitment to report employee fraud and theft misconduct to county purchasing manager and county project Manager.

Ability to process up to 25 checks per month within 2 days from receipt. Comitis processes an average of 25 checks per month through the VALE emergency assistance program. Comitis has an expedited system for processing these checks so that victims receive funds within two days of the initial request. The expedited system allows Comitis to process checks individually rather than in a batch and with a single signature rather than with the standard two signers. Comitis regularly processes more than 10 emergency checks per month, all of which are processed within four to 24 hours. In addition, Comitis currently provides funds to Arapahoe County TANF families within a 45-day reimbursement deadline totaling over \$20,000 monthly.

Ability to serve Spanish speaking monolingual individuals. Comitis will hire program personnel based on pertinent skills, including bilingual Spanish speaking ability.

Lastly, Comitis commits to coordinating all services with the county project manager for written authorization prior to distributions, utilizing the same process that is used for Arapahoe County TANF services, and affirms that the Comitis facility is sufficient in size and capacity to conduct this project.

#### COMPARABLE PROJECTS

Comitis provides an array of 24 hour services to Arapahoe County Department of Human Services' eligible TANF clients. This partnership has existed since 1981, and Comitis serves 758 Arapahoe County TANF Clients each year, at a cost of \$30 per client/individual per day for a total budget of \$250,000 year. In support of these services, the Arapahoe County commissioners spearheaded a joint effort with the City of Centennial and the City of Aurora to use Community Development Block Grants to develop the current Comitis facility in fall 2007. The *outcomes* for these services include serving 3,840 TANF clients over the past five years. Services provided to Arapahoe County TANF-eligible families include:

- 24-hour help/crisis telephone lines
- A dedicated telephone line (303-341-0622) for workers of the Arapahoe County Department of Human Services and legal guardians of youth in the Comitis shelter This dedicated phone line provides a responsive contact point for county staff to consult and communicate with Comitis staff seven days a week, 24 hours a day
- Emergency food and other supplies for human needs (e.g., diapers, clothing), as well as assistance obtaining financial benefits for persons at high risk of homelessness or others in crisis
- 24-hour crisis outpatient counseling for individuals, couples and/or families in emergency situations
- Scheduled crisis counseling for individuals, couples and/or families
- A 20-bed shelter that provides emergency housing for at-risk/troubled youth
- A 42-bed shelter offering emergency housing for adults and families with infants and children. Adult intake points include:
- Educational forums to promote prevention of crisis'

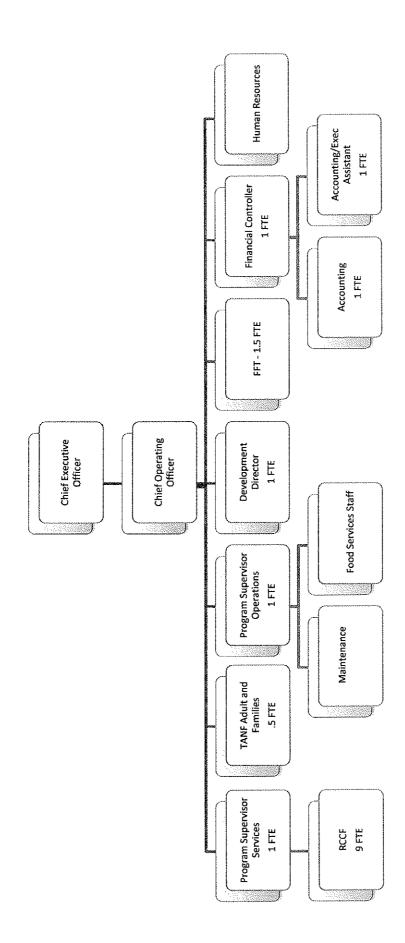
A sample of monthly reports from this program are included as Attachment E.

Comitis also provides the Life Space program, which is based on the successful Mile High Council Miracles program offered to women referred by Denver Drug Court or Denver Adult Probation, as well as other needy and homeless women. Life Space is a transitional housing program with supportive services for homeless families and women with children. Life Space is tailored to each woman to ensure an appropriate level of intensity and to optimize their chances for success. The Life Space program provides a blend of evidence-based and best-practices models. Most importantly, Life Space treats every woman as a whole person and helps them find their own miracle. Services address substance abuse, mental health and trauma issues, and they include case management, family counseling, healthy relationships, parenting classes, anger management, GED education, social skills development, yoga, acupuncture and even quilting activities. This program is at capacity at 24 beds with two counseling rooms.

The Comitis fee schedule is included as Attachment B. Three references for similar projects are

The Comitis fee schedule is included as Attachment B. Three references for similar projects are included as Attachment F, and a W-9 form is included as Attachment G. Attachment H is a copy of the agency's Certificate of Liability Insurance.

# ATTACHMENT A: Comitis Crisis Center Organizational Chart 2012



#### Attachment B Budget Sheet

	(sho	ow fees for a 12 month pe	riod)		
Position/Base Expense		(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A * (B + C)
CEO	Provides program and contractual compliance oversight	5%	\$116,550	\$5,828	\$6,119
Clinical Director	Provides behavioral health (clinical) oversight to the program	10%	\$75,600	\$3,780	\$7,938
Chief Operating Officer		10%	\$94,500	\$4,725	\$9,923
Homeless Residential Supervisor	Approve placements, review services, monitor client progress, and report writing. Supervise case manager and overnight direct care staff.	25%	\$40,320	\$2,016	\$10,584
Therapist/Family Housing Program Manager	Provides individual supportive services to clients	50%	\$52,920	\$2,646	\$27,783
Case Manager	Provides direct case management services	100%	\$35,280	\$1,764	\$37,044
Overnight Direct Care Staff	Provides supervision and intake	100%	\$35,250	\$1,762	\$37,012
Program Analyst	Data collection, follow up, processing of financial requests	50%	\$34,726	\$1,736	\$18,231
Financial Controller	Provides administrative oversight of the financial management and reporting of the program	5%	\$66,780	\$3,339	\$3,506
	***************************************	Total of Base Expenses:		<b>y</b>	\$158,140
Budget Item		Description		Amount	
Base Expenses		Equals total of Base Expenses		\$158,140	
Meals		Three meals per day will be provided to clients includes food and contractual cooks cost.		\$10,475	
Client direct services		Direct funding needs of clients such as utility fee payments, transporation passes, deposits, rental assistance, clothing, towels, linens, blankets, toiletries and necessary supplies will be provided to clients.		\$31,385	
		Total:	Γ		\$200,000

## Comitis Crisis Center Inc. 2012 Operational Budget

A	250 000
Arapahoe County TANF	250,000
Nexus	247,940
Basic Center Program	85,416
Residential Child Care Facility	90,000
Aid to Agecies	68,000
Mile High United Way	40,000
Emergency Shelter Grant	32,000
Promoting Safe and Stable Families	9,500
VALE	75,000
Annual giving campaign	5,000
Donations	1,200
	904,056
Personnel	416,000
Fringe	108,160
Contractual	25,000
Kitchen staffing	50,000
Accounting	5,600
Client Transporation	2,000
Incentives	2,000
Meals	25,000
Client Needs - Vale	63,750
Translation services	1,000
Copier Lease	6,500
Dues, Membership, Subscription	2,000
Equipment	500
Fundraising	8,000
IT Support	5,000
Licensure	600
Office Supplies	1,500
Parking	100
Program Supplies	14,906
Printing	3,200
Professional services	15,000
Repairs & Maint	26,000
Staff Development	1,000
Telephone	6,400
Training	5,000
Trash Service	4,400
Travel	2,000
Utilities	30,000
Allocated Overhead	71,940
Interest Expense - Comitis	1,500
Total expenses	904,056
i otal onpolitoot	707,070

Colorado Department of Social services
Child Welfare Eligibility and Services Tracking System

ATTACHMENT E:

**Provider Roster** 

County	03	Ara	pal	hoe
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PROV: Then Council and Comitis Family Services

Adress: P.O. Box 919 Aurora, Colorado 80040

Mail To: Arapahoe County Dept of Human

Services County TANF

For Service Month of:

Sep 1 - Sep 30, 2012

Type of Billing:

TANF Residential

Attn: Tammy Hoffman

14980 E. Alameda Drive

Aurora, CO 80012

Type of Billing: TANF Residential

Name	DOB	Dates of service From/To	# of Units	Rate	Amount DUE
Jane Doe (Parent)	1/12/1979	9/1/2012-9/6/2012	6	30.00	
Janey Doe (Child)	5/4/1998	9/1/2012-9/6/2012	6	30.00	180.00
Parent name	Parent DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child 1 name	Child 1 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child 2 name	Child 2 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child 3 name (newborn)	Child 3 DOB	9/8/2012-9/30/2012	23	30.00	690.00
Parent name	Parent DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child 1 name	Child 1 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child 2 name	Child 2 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Parent name	Parent DOB	9/1/2012-9/17/2012	17	30.00	510.00
Child 1 name	Child 1 DOB	9/1/2012-9/17/2012	17	30.00	510.00
Child 2 name	Child 2 DOB	9/1/2012-9/17/2012	17	30.00	510.00
Parent name	Parent DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child 1 name	Child 1 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child 2 name	Child 2 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Parent 1 name	Parent 1 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Parent 2 name	Parent 2 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child name	Child DOB	9/1/2012-9/30/2012	30	30.00	900.00
Parent name	Parent DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child 1 name	Child 1 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child 2 name	Child 2 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child 3 name	Child 3 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Child 4 name	Child 4 DOB	9/1/2012-9/30/2012	30	30.00	900.00
Parent 1 name	Parent 1 DOB	9/18/2012-9/30/2012	13	30.00	390.00
Parent 2 name	Parent 2 DOB	9/18/2012-9/30/2012	13	30.00	390.00
Child 1 name	Child 1 DOB	9/18/2012-9/30/2012	13	30.00	390.00
Child 2 name	Child 2 DOB	9/18/2012-9/30/2012	13	30.00	390.00
				Total	19,440.00

I certify that services were	provided for the children listed	ed for the children listed above for the dates specified			
	FFFT-TTT-FT000001 FFF01120 00101 E Maroun dubblish Abbish a manaka 4 model a kamma	1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-			
Signature		Date			

NOTE: In the last 5 years, Comitis served 3,840 clients through the Arapahor County TANF Program.

#### ATTACHMENT F: Three References

- 1) Monica Sorenson, Client Services Program Manager Adams County Department of Social Services <u>Monica.sorenson@dss.co.adams.co.us</u> 303-412-5088
- 2) Daniel Oates, Chief of Police Aurora Police Department doates@auroragov.org 303-739-6021
- 3) Tammy Hoffman, Colorado Works Administrator Arapahoe County Social Services <u>THoffman@co.arapahoe.co.us</u> 303-636-1130

#### The Mile High Council & Comitis Family Services Summary of Statement of Activities Subtotal by Functional Area

		Total Pub Support &	Budg Direct Program	get	Net Change in
Dept	Grant	Rev	Exp	Other Expenses	Reserve
0.4	Behavioral Health	000 000 00	0.40.004.00	** ***	
24	Beat the Street	299,262.25	249,094.56	68,424.25	(18,256.56
46	Community Reach	10,920.00	10,920.00		=
79 51	JAG MHCD-TCE HIKE	56,700.00	56,000.00	700.00	· · ·
39	Ryan White MH	73,971.75 11,822.00	70,297.16	11,640.00	(7,965.41
27	Ryan White SA	•	10,613.00	1,209.00	
77	Ryan White T	83,079.00 4,219.00	75,527.00	7,552.00	-
44	Project Recovery	423,632.00	203,585.92	4,219.00	400 407 00
7-7	Total Behavioral Health	963,606.00	676,037.64	111,849.00	108,197.08
	Total Della Violal Health	903,000.00	070,037.04	205,593.25	81,975.11
	LBGTQ Services				
87	Healthy Relationship	67,185.00	57,813.00	9,372.00	**
89	HHRP	80,000.00	66,392.00	13,608.00	_
91	Mpowerment	85,000.00	77,250.00	7,750.00	-
	Total LBGTQ Services	232,185.00	201,455.00	30,730.00	
		1			
59	Reentry Services JBBS	05 500 00	50 500 00	~ ^^^ ^	
84	Second Chance	65,520.00	58,500.00	7,020.00	
04	Total Reentry Services	79,463.00 144,983.00	67,000.00	12,463.00	-
	Total Reently Services	144,903.00	125,500.00	19,483.00	<del>*</del>
	Fundralsing	1			
72	Other Fundraising	217,987.73	66,780.00	66,000.00	85,207.73
	Total Fundraising	217,987.73	66,780.00	66,000.00	····
	i otta i anta alonig	217,007.70	00,700.00	00,000,00	85,207.73
	Admin Services	1			
90	The second secon	07445000	007.440.00		
	Fringe	274,156.82	287,142.00		(12,985.18)
95	Overhead	87,872.75	142,374.00	161,902.01	(216,403.26)
	Total Admin Services	362,029.57	429,516.00	161,902.01	(229,388.44)
		I			
0.5	Housing Services	00.000.00			
25	Aid to Agencies	68,000.00		-	68,000.00
26	ВСР	130,000.00	102,047.00	27,953.00	-
88	Vale	75,000.00	-	75,000.00	-
41	MHUW	40,000.00		-	40,000.00
	PSSF	10,000.00		-	10,000.00
	ESG	34,320.00		-	34,320.00
	Nexus	247,940.00	140,440.00	107,500.00	.,
63	Comitis	397,950.00	367,668.40	120,396.00	(90,114.40)
	Total Housing Services	1,003,210.00	610,155.40	330,849.00	62,205.60
	00.410 -0.41				
	GRAND TOTAL	2,924,001.30	2,109,444.04	814,557.26	0.00

#### 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:

Atte Comitis Crisis Center Fine. 10/12/2012
Company Name Date

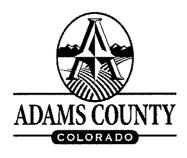
Name (Print or Type)

Signature

CZO Title

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

#### 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

	ugh Addenda #Please write NONE)
Comitis Crisis Center Inc. Company Name	10/12/20/2 )
P.O. Box 9/9  Address  Ausra, C.O. 80040  City, State, Zip Code	Name and Signature of Authorized Person  Printed Name
Adams County County	<u>C</u> EO Title
303-341-9/60, ext. 122 Telephone  Tdorshimer @ milehighound E-mail Address	303-343-390-7 cil.org

#### **EXHIBIT A1**

# REQUEST FOR PROPOSAL 2012.226

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

**RFP Issuance Date:** Friday.

Friday, September 28, 2012

**RFP Questions Due:** 

Thursday, October 4, 2012

at 4:00 p.m.

**RFP** Opening Date:

Thursday, October 18, 2012

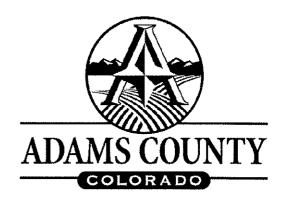
RFP Opening Time:

4:00 p.m.

**RFP Opening Place:** 

Adams County Administration Bldg. 4430 South Adams County Parkway, 4<sup>th</sup> Floor, Purchasing Department

Brighton, Colorado 80601



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:

<u>Domestic Violence Services</u> 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 lowincome 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 Bureaus 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 asspace-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.

The remainder of this page left blank intentionally

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

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

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

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

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

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

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

## 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 the Purchasing Agent. Questions can be faxed to 720.523.6058, or sent by U.S. Mail until the close of business on or before Thursday, October 4, 2012.

## Debriefing

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

#### XXII. PROPOSAL PREPARATION INSTRUCTIONS

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

- 1) Qualifications: All 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.

• Geographical location served. Location (s) where services/emergency housing is provided. Do not disclose the location of domestic violence shelter.

## Housing Programs:

- Your organization's experience and knowledge of Adams County BCA
  participants, low income families, the community in general, housing and
  other programs and organizations that can benefit Adams County BCA
  participants and low income families.
- Your organization's experience with housing and financial counseling, providing financial assistance including the accounting of financial assistance to other agencies, providing emergency shelter, and other services that assist families in housing and financial stability, and other services described in offerors' proposals and in the Scope of Service.

## Domestic Violence Programs:

 Your organization's experience and capacity to provide a domestic violence shelter, domestic violence counseling including counseling for children, and other services described in offerors' proposals and in the Scope of Service.

## 4) Program Expertise and Personnel:

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

If a subcontractor is to be used for mental health services or any other services, describe the expertise of the sub-contracting organization in the same way that your organization is described.

Confirmation that 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 organization does not employ or contract with an illegal alien who will perform work for the program. Applicant organization must confirm that the organization 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 proposed program

#### 5) Comparable Projects:

A detailed description of at least one similar program providing case management services to TANF BCA participants that the organization has provided. The description should include:

- Name, location and budget of the program.
- Experience providing services described in the Scope of Service.
- Average monthly caseload size, individuals and/or families counseled, financial
  assistance given, and other services given, and other metrics which describe the
  breadth of the program.

- Demographics and other descriptors of the population served.
- A sample of monthly reports created for the project.
- Annual outcomes produced from the program (five years of outcomes is strongly suggested)
- Submit Fee Schedule in the same format as Attachment B and submit with your proposal.
- At least three (3) references shall be provided for similar projects.
- A W-9 form shall be completed and returned with proposal.

#### XXIII. **EVALUATION FACTORS FOR AWARD**

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

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

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

CRITERIA		<u>POINTS</u>
<ol> <li>Offeror's ability to provide all services as defined in the Scope of Service, including, but not limited to:         Housing agencies:         Experience and knowledge of low income families, housing and other programs and organizations that can benefit low income families; experience with housing and financial counseling; providing financial assistance including the accounting of financial assistance to other agencies; and providing emergency shelter, and other services that assist families in housing and financial stability.</li> </ol>		0-50
Domestic Violence Programs: Capacity to provide a domestic violence shelter, domestic violence counseling including counseling for children, and other services described in the statement of work for domestic violence providers.		0-50
2. Offeror's fee structure for performing the services.		0-25
3. Organizational budget including the ability to provide services in the scope of services on a reimbursement basis; infrastructure for delivery of services, and organizational leadership.		0-25
	Total	100

## ATTACHMENT A FEE SCHEDULE

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

The remainder of this page left blank intentionally

# Attachment B SAMPLE Budget Sheet

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

		Base Expen				
		(show fees for a 12 me			····	
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column Annual Sal and Benefit	ary Fee Overhead	Total Equal Column A * (B + C)	
i.e. Supervisor (example)	Provides supervision of case workers	50%	\$45,000	\$2,500	\$23,750	
i.e. Manager (example)	Provides supervision for entire program	35%	\$55,000	\$2,900	\$20,265	
i.e. Case Worker (example)	Provides direct case mgt. service to TANF clients	75%	\$40,000	\$2,100	\$31,575	
i.e. Case Worker (example)	Provides direct case mgt. service to TANF clients	80%	\$40,000	\$2,100	\$33,680	
i.e. Case Worker (example)	Provides direct case mgt. service to TANF clients	100%	\$40,000	\$2,100	\$42,100	
i.e. Job Developer (example)	Develops internships, job placements, and builds business relationships	50%	\$45,000	\$2,500	\$23,750	
i.e. Rent (example)	Office space	30%	\$30,000	\$0	\$9,000	
i.e. Utilities (example)	Gas, electric and water	30%	\$7,000	\$0	\$2,100	
					\$	
	****		<del></del>		\$	
		Total of Base Expenses:			\$186,22	
Budget Item		Description		Amount		
Base Expenses (example)		Equals total of Base Expenses		\$186,220		
Cuition for Training Courses Amount in contract for training		raining	\$20,000			
(example)		courses for clients		<u>#2.000</u>		
Criminal Background Funding		Amount in contract for criminal		\$2,000		
(example)		background checks		\$3,000		
Supplies (example)		Paper, toner, staples etc.  Reimbursement of miles traveled for		\$4,000		
Mileage (example)		staff				
GED Materials (example)		Books, tests, etc.		\$2,000		
		Total (example):			\$233,22	