

**ADAMS COUNTY, COLORADO  
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 30 day of May 2017, by and between the Adams County Board of County Commissioners, located at ~~44~~30 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **TRI-COUNTY HEALTH DEPARTMENT**, located at 6162 S. Willow Drive, Suite 100, Greenwood Village, Colorado 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached RFP 2017.304 and the Contractor's response to the RFP 2017.304 attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

**3. TERM:**

- 3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of **three hundred twenty-three thousand eight hundred ninety-nine dollars and no cents (\$323,899.00)**.

- 4.1. 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 that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
5. **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.**
6. **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. Adams County is an equal opportunity employer.
- 6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000
- 8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles

owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to Contractors who are performing services 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.

8.5. 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:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. 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.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. 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.

8.8. 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.

## 9. TERMINATION:

- 9.1. 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.
- 9.2. 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.

## **10. MUTUAL UNDERSTANDINGS:**

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.
- 10.2. 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, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. 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).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) 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.
- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

- 10.6. 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.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

**County:**

Department: Adams County Human Services Workforce Center  
 Contact: Kent Gregory, Contract Administrator, Human Services Department  
 Address: 7190 Colorado Blvd., 6<sup>th</sup> Floor  
 City, State, Zip: Commerce City, Colorado 80022  
 Office Number: 303.227.2215  
 Email: [kgregory@adcogov.org](mailto:kgregory@adcogov.org)

Department: Adams County Purchasing Division  
 Address: 4430 South Adams County Parkway, Suite C4000A  
 City, State, Zip: Brighton, Colorado 80601

Department: Adams County Attorney's Office  
 Address: 4430 South Adams County Parkway  
 City, State, Zip: Brighton, Colorado 80601

**Contractor:**

Company: Tri-County Health Department  
 Contact: John M. Douglas, M.D.  
 Address: 6162 S. Willow Drive, Suite 100  
 City, State, Zip: Greenwood Village, Colorado 80111  
 Office Number: 303.220-9200  
 E-mail: [jmdouglas@tchd.org](mailto:jmdouglas@tchd.org)

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10. 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.

10.11. 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.

**11. AMENDMENTS, CHANGE ORDERS OR EXTENSION:**

11.1. Amendments or 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 the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor

**12. 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 May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

12.1. 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.

12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.3. 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 public contract for services.

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

12.5. 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 public contract for services is being performed.

12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

notify the subcontractor and the County within three 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 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.

- 12.7. 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).
- 12.8. 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.

**13. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA)**

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13.

**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 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.

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

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



# CONTRACTOR'S CERTIFICATION OF COMPLIANCE

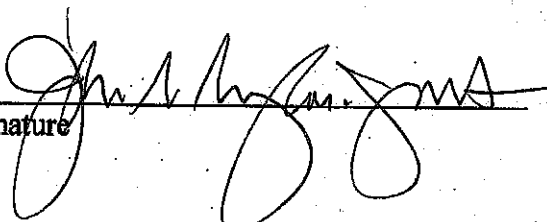
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## CONTRACTOR:

Tri-County Health Department  
Company Name

5/19/17  
Date

Signature



John M. Douglas, Jr., M.D.  
Executive Director

Name (Print or Type)

Title

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

**Signature Page**

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

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

By:

*[Handwritten Signature]*  
Chair

May 30, 2017

Date:

**CONTRACTOR  
TRI-COUNTY HEALTH DEPARTMENT**

By:

John M. Douglas, Jr., M.D.  
Executive Director

Name (Print or Type)

5/19/17

Date:

*[Handwritten Signature]*  
Authorized Signature

Title

Attest:

Stan Martin, Clerk and Recorder

*[Handwritten Signature]*

Deputy Clerk

**APPROVED AS TO FORM:**  
Adams County Attorney's Office

By: *[Handwritten Signature]*  
Attorney's Signature

**NOTARIZATION:**

COUNTY OF Arapahoe )

)SS.

STATE OF Colorado )

Signed and sworn to before me this 19<sup>th</sup> day of May, 2017,

by John M. Douglas, Jr., M.D.

Notary Public Ronae K Brockman

My commission expires on: 3/26/2021

RONNAE K BROCKMAN  
Notary Public  
State of Colorado  
Notary ID # 20014009297  
My Commission Expires 03-26-2021

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

Attachments:

1. Fee Schedule (Base Year)
2. Proposal, dated February 13, 2017
3. Offeror's Certification of Compliance
4. Offeror's Signature Page

## Appendix F

2017-2018 Base Expenses Fees for a 12 month period					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Amount Salary and Benefit Fee	(Column C)  5% Overhead	Total Equals Column A* (B+C)
Public Health Nurse	Provides direct home visitation to clients and class facilitation	100%	\$76,650	\$3,833	\$80,483
Public Health Nurse	Provides direct home visitation to clients and class facilitation	100%	\$76,650	\$3,833	\$80,483
Nurse Supervisor	Provides supervision to nurse home visitors	30%	\$24,150	\$1,207	\$25,357
Program Coordinator	Direct support to program and contract services	10%	\$9,975	\$499	\$10,474
Nurse Manager	Direct support to program and contract Services	5%	\$4,987	\$249	\$5,236
Business Support	Administrative support for program	30%	\$22,270	\$1,113	\$23,383
<b>Total of Base Expenses:</b>					<b>\$225,416</b>
<b>Budget Item</b>	<b>Description</b>	<b>Amount</b>			
Base Expenses	Equals total of Base Expenses	\$225,416			
Mileage	Reimbursement for miles traveled for staff for home visitation	\$ 11,000			
Staff Education		\$ 1,500			
Supplies/Printing	Supplies for home visits and reporting, printing of client education materials	\$ 1,750			
	<b>Total:</b>	<b>\$ 239,666</b>			



**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL  
2017.304**

**Nurse Home Visits  
Prenatal, Postnatal and Educational Program**

**Tri-County Health Department Nurse Support Program**

RFP Opening Date  
February 14, 2017  
Time: 4:00 p.m.

**Submitted February 13, 2017**



## **Request for Proposal 2017.304 Nurse Home Visits Prenatal, Postnatal and Educational Program**

Tri-County Health Department (TCHD) is pleased to submit the following proposal for professional nursing services including home visitation and perinatal classes in partnership with Adams County Human Services Department (ACHSD) and the TCHD Nurse Support Program.

### **Introduction and Qualifications:**

TCHD is the official public health agency serving Adams, Arapahoe and Douglas Counties. TCHD serves more than 1.4 million residents, comprising over one-quarter of Colorado's population. TCHD is open Monday through Friday from 8 am – 5 pm. The population of the Tri-County region is extremely diverse—very urban areas as well as suburban and rural areas, very low-income and very high-income communities, with residents representing a multitude of races and ethnicities.

TCHD was established in 1948 and is an experienced and well-respected provider of public health services with extensive knowledge of community needs and resources. It is the largest local public health department in Colorado with strong community links and a reputation for excellence. It is our mission to promote, protect and improve the lifelong health of individuals and communities in Adams, Arapahoe and Douglas Counties through the effective use of data, evidence-based prevention strategies, leadership, advocacy, partnerships, and the promotion of health equity. See Appendix A for organizational chart.

TCHD provides public health services in eleven sites, with unique services available for high risk and low-income families as well as environmental health surveillance ranging from food safety inspections, childcare facility monitoring and more. TCHD has four offices located in Adams County operating during the business hours of 8 am – 5 pm, Monday through Friday. Direct service programs include immunizations, family planning and prenatal case management, and improving adult and childhood nutrition through the WIC program. In addition TCHD provides access to care services through Medicaid Presumptive Eligibility determination and Healthy Communities resource coordination for families. TCHD's Westminster location hosts a weekly Teen Family Planning clinic and has played a key role in reducing the teen pregnancy rate in Adams County by 55% from 2009 to 2015. Two Adams County sites offer weekly HIV and STI screenings available for eligible high risk adults. In addition, TCHD has partnered with and led community agencies to address the issues of mental health and substance use. TCHD contracts with Community Reach Center to provide mental health consultation for staff and clients needing access to mental health services for themselves or their children.

TCHD staff not only provides preventative health services within the clinic setting, but also provides nurse home visitation services that support TANF BCA participation, reduce child abuse and neglect, strengthen parenting skills including child/parent attachment and promote positive family health practices, wellbeing and life course choices. TCHD facilitates or actively participates in a multitude of Adams County community boards, advisory committees and coalitions such as the HB1451 Interagency Committee, Adams County Youth Initiative, the Adams County Health Alliance, and the Early Childhood Partnership of Adams County. TCHD



coordinates the Child Fatality Review Teams for Adams, Arapahoe and Douglas counties and staff attends Adams County Human Services Department Red Teams and Multi-disciplinary Review Team on a regular basis.

TCHD has an annual budget of almost \$40 million in multiple funding streams from state, Federal, County and local dollars to provide residents with nursing, environmental health, emergency preparedness, disease control and nutrition services.

## **2) Proposed Services**

### **Organizational Capacity**

The Nursing Division of TCHD will implement and manage the Nurse Home Visits Prenatal, Postnatal and Educational Program by means of The Nurse Support Program. The Nursing Division has provided professional nursing services for TCHD since the 1950's and home visits for new mothers beginning in the 1980's. See Appendix B for TCHD's 2015 Nursing Division Annual Report. Programs such as TCHD's Nurse Support Programs and Nurse Family Partnership have Colorado as well as national data that demonstrate the positive impact on parenting skills for families and increased understanding of growth and development. Evidence-based strategies are used to screen for substance use and mental health concerns. The Nursing Division at TCHD aligns activities to support our overall vision for optimal health across the lifespan of the populations we serve.

Currently TCHD's Nurse Support Program in Adams County provides nursing expertise for Adams County Human Service Department (ACHSD) Child and Family Services in the Early Crisis Intervention Program. The Early Crisis Intervention Program is a nurse case management program for pregnant women and caregivers of young children. The goal of the program is to enhance family function, expand parenting skills, increase self-sufficiency, and improve pregnancy outcomes. Families are referred to TCHD by ACHSD. See Appendix C for a sample report. Dee Dee Green, Client Services Manager (2008-2016) from ACHSD is listed as a reference. From 1999-2014, the Nurse Support Program also provided nurse home visits for TANF participants in addition to health and parenting classes for clients being served by ACHSD under the Mother's First Program. Like the current program, referrals were provided by ACHSD. This proposed project will work closely with the current Nurse Support Program to share resources, information, training and expertise.

TCHD is capable of providing 30 day invoice submittal for reimbursement.

### **Scope of Work: Nurse Home Visit Program and Classes**

Nurse Support Program- Adams County Nurse Home Visit Program and Classes

The project shall be a collaborative program between TCHD Nurse Support Program public health nurses and Adams County Human Services Department (ACHSD). The target population for services will include:

- Women who are on TANF BCA or who are TANF eligible, and
- Who are pregnant with or without other children women who are on TANF BCA, or

- Women who are TANF eligible with young children who may benefit from nurse home visitation program services,
- Women who have had child/children placed in custody of ACHSD through the child welfare system and are now pregnant again,
- Pregnant teens and parenting teens and,
- Child Welfare involved pregnant teens or mothers referred by child welfare.

The goal of the Nurse Support Program is to reduce unwanted pregnancies and increase child spacing, assist families with obtaining and utilizing a medical home, and assist with goal setting and help families move toward self-sufficiency. The Strengthening Families Framework provides the theoretical model for the Nurse Support Program and guides activities to increase participants parenting knowledge, skills and social support in their community. In addition, the framework emphasizes concrete resources to improve attachment and provide assistance with substance and mental health referral to support and treatment.

The home visitation program will be voluntary and provided to a monthly average of 45-60 participants. Referrals can be received from ACHSD caseworkers and staff via email, fax or telephone. Services will consist of:

- Outreach via phone and/or a home visit to engage women referred to the program,
- Weekly introductory appointments for the first month and subsequent bi-weekly face to face visits including but not limited to home visits for enrollees up to two years or until the baby reaches their first birthday,
- Nursing case management services that will address any existing health issues and assisting parents in navigating health care systems including medical home resources,
- Developmental screening of children and referral to early intervention services when needed,
- Prenatal and postpartum assessments and education,
- Family planning education and referrals to family planning services,
- Perinatal depression assessment and substance use assessment and referral for mental health services when needed, and
- Referrals to community resources, including WIC and SNAP
- Addressing parenting and life course development to help increase chances of success in obtaining self-sufficiency.

Prenatal and postnatal classes shall be provided by professional staff and offered to families of Adams County, the Adams County Chaffee program and Adams County School Districts. Class participation will be voluntary and consist of:

- Birth control and sexually transmitted infection education and/or,
- Caregiver and Baby Education and/or,
- Perinatal Mental Health.

The Nurse Support Program will assure and monitor the availability of 70 days of instruction for county residents through direct provision of weekly classes, in partnership with TCHD programs, local mental health or early childhood agencies or by communication to ACHSD and TANF participants regarding appropriate current existing classes offered in Adams County.





Case management and classroom instruction shall be offered for Monolingual Spanish speaking residents either through bilingual staff or the use of translation services. All services provided by TCHD will support ACDHS goals by improving pregnancy outcomes by helping women practice sound health-related behaviors and improve child health and development by helping parents improve parenting skills.

**3) Program Expertise and Personnel-**

**Organizational Experience**

As demonstrated in this proposal, Nursing Division at TCHD has been providing home visitation services for families in the perinatal period for more than three decades. The Nurse Support Program has the capacity for providing monthly reports as required, see Appendix D. The Nurse Support program is also able to provide annual outcome reports, including demographic data utilizing the Omaha system of documentation, Appendix E. The Omaha system is a research-based, comprehensive practice and documentation standardized taxonomy or classification designed to document client care from admission to discharge. Data includes demographics and outcomes. Public health nurses (PHN) employed by TCHD have a minimum Bachelors of Science in Nursing education level and many are Master's prepared. TCHD has a commitment to providing public health nursing staff with extensive and ongoing training in nursing assessment, screening for depression, domestic violence and substance use and the practice of Motivational Interviewing.

TCHD staff is vetted with an extensive background check prior to hire to assure professional qualifications and legal status. Legal status is confirmed with the E-verify system for all applicants. Each staff attends a full orientation to TCHD, public health and the Nursing division upon hire. Orientation includes HIPPA privacy law regulations, mandatory reporting, home visitor safety, and program specific policy and procedures before independent practice.

**2) Expertise and Personnel**

Name and credentials	Position/Job Title	Experience	Portion of Time
Jeanne North, MSN, RN	Director of Nursing	18 year program development and over-site Nurse Support Program, Adams County, 11 years current position	.01% (In-Kind)
Vicki Swarr , MSN, RN	Perinatal Services Nurse Manager	22 year experience as PHN at TCHD, 10 year program coordination experience in home visitation program and pregnancy-related depression, 2 years in current position. Previous experience in mother-baby hospital and clinical setting	5%

Mary Doran, BS RN	Nurse Program Coordinator	PHN in Mothers First Program at TCHD for 4 years. Program Coordinator for the Nurse Support Program (MOF) for 5 years. Previous experience includes pediatric nursing and domestic violence shelter casework	10%
Vacant BSN, RN	Nurse Supervisor	Provides direct supervision, ongoing training and support of direct service PHNs. Minimum BSN and related experience required	30%
Theresa Kegerreis, BS RN	Public Health Nurse (PHN)	PHN in the Nurse Support Program at TCHD for 5 years. Previous experience includes postpartum and OB medical/surgical nursing in the hospital and office setting	50%
Angelilca Moreno, BS RN	Public Health Nurse	PHN in the Nurse Support Program for 6 months. Currently enrolled in at Univ. of Colorado in a Masters of Public Health program.	50%
Vacant	Public Health Nurse	Minimum of bachelor of nursing degree, with related experience required.	100%
Ileana Wallace	Administrative Assistant	Administrative assistant in the Nurse Support Program for one year and at TCHD for 5 years. Previous experience with immunization support and other business support.	30%

**4) Fee Schedule – See Appendix F**

**5) Comparable Projects**

Nurse Support Program – Arapahoe County: TCHD began contracting with Arapahoe County Department of Human Services (ACDHS) in November of 2007 to provide nurse case management services to families with young children. This program focuses on enhancing family function, increasing positive parenting skills, health promotion, and optimizing self – sufficiency with the goal of decreasing the need for public assistance in the future. In total, the Nurse Support Program for Arapahoe County serves an average of 180 participants each month with over a \$1



million budget. Data from Omaha reporting indicates that 27% of participants historically are African/American or Black, 59% are white and 14% identify as other. Approximately 32% state they are of Hispanic ethnicity. Angela Lytle Deputy Director of Arapahoe County Department of Human Services Division of Children, Youth and Family Services is listed as a reference for this program. See Appendix D for the sample report from Arapahoe County.

Nurse Family Partnership: TCHD has received both state and federal funding to implement the Nurse Family Partnership (NFP) program for over 15 years and is currently serving more than 565 families in this evidenced based nurse home visitation program in Adams, Arapahoe, and Douglas County. TCHD implemented the first Colorado NFP site in Adams County. The research conducted with the NFP supports that nurses are more successful in achieving short and long term goals through home visitation than paraprofessionals. (*Home Visitation by Paraprofessionals and by Nurses: A Randomized Controlled Trial*, David L. Olds, et. al., Pediatrics, 2002; 110 (3): 486-496). Each full time nurse carries an ongoing caseload of 25 clients. Clients are first time mothers and the historic data indicates that their demographics in Adams County are approximately: White non-Hispanic, 34.64%, Hispanic 58.82%, Black, 3.92%, Asian, 3.92%, American Indian or Alaskan Native, 5.23 %. NFP at TCHD operates a more than \$3 million dollar budget. Reporting is done annually to Invest in Kids and other funders as a measure of fidelity. Outcomes and Colorado data for NFP can be found at <http://iik.org/wp-content/uploads/2016/05/2015-Annual-Report.pdf>. Julie Becker, the Home Visiting Program Director at the Colorado Department of Public Health and Environment is listed as a reference for this program.

TCHD's Nurse Support Program is uniquely equipped to provide ACDHS with professional nursing services for individuals and families. The Nurse Support Program's goal to reduce the risk and mitigate the effects of traumatic events, reduce unwanted pregnancy and encourage healthy social, physical and emotional development is consistent with the needs of Adams County TANF BCA clients and will enhance the ability of ACHSD to reach their goals of increasing self-sufficiency.

## 6) References

### A. Nurse Family Partnership

Contact: Julie Becker, Home Visiting Program Director  
1575 Sherman Street, Denver CO 80203  
Phone: 303-866-5205

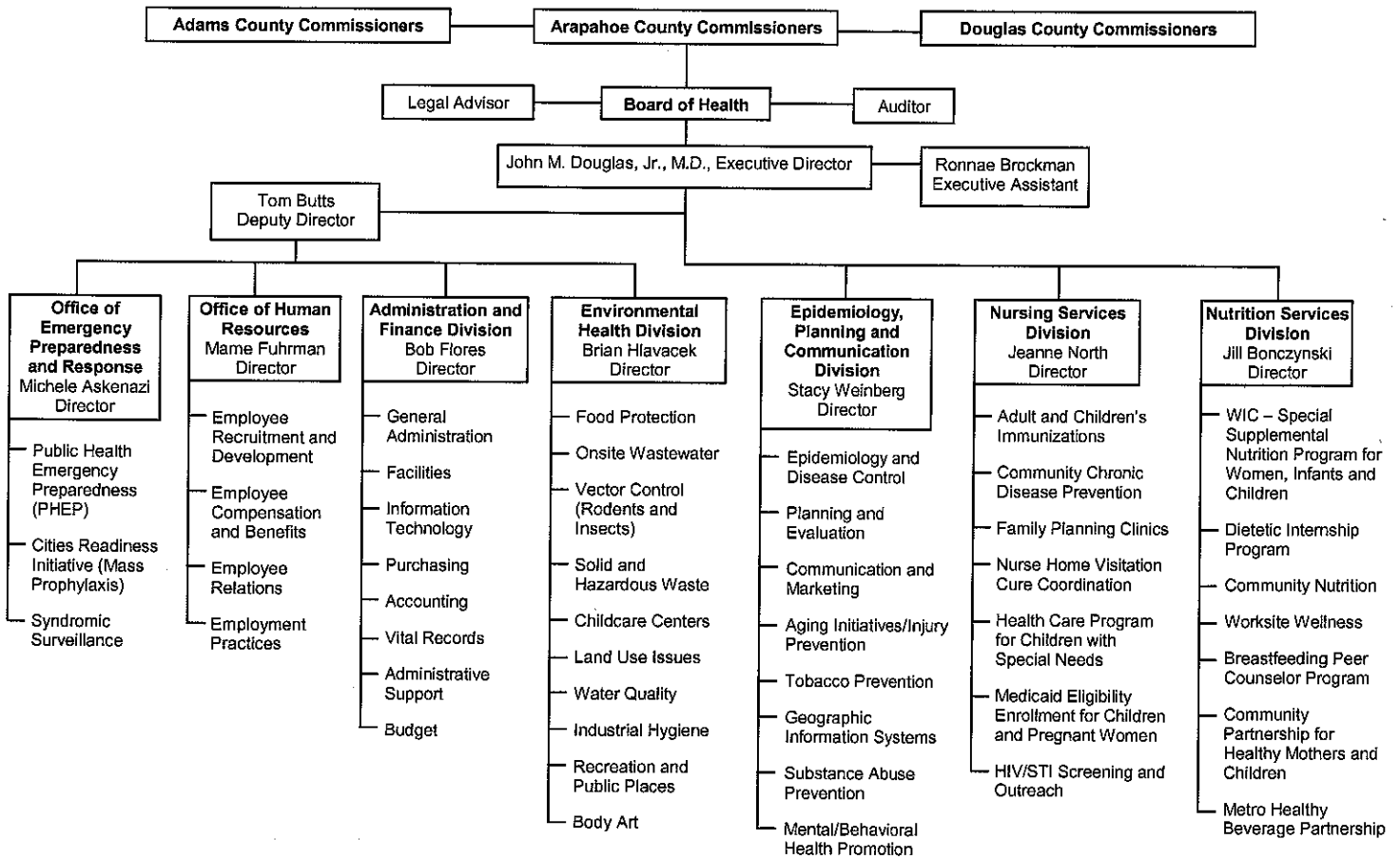
### B. Arapahoe County Nurse Support Program- Child Protection Services

Contact: Angela Lytle MSW Deputy Director  
1480 East Alameda Ave, Aurora CO 80012  
Telephone: 303-363-1966

### C. Adams County Nurse Support Program- Early Crisis Intervention Services

Contact: Dee Dee Green (Manager 2008-2016)  
Child Care Assistance Supervisor,  
Human Services  
7401 N. Broadway, Denver, Co. 80221  
Telephone: 303-227-2006

## Tri-County Health Department Organizational Chart



Revised: August 2016

# Tri-County Health Department Nursing Division

## 2015 Annual Report



# Public Health Nursing Services

It is a great pleasure to present the 2015 Annual Report for the Nursing Division at Tri-County Health Department. As you will see in this report our staff and programs impact individuals, families, and the community.



They are proactive with respect to social and health care trends, changing community conditions, and policy and legislative activities.

The practice is population focused with goals of promoting health and preventing disease and disability of all people through the creation of conditions in which people can be healthy.

Collaborating with many community partners enable us to positively affect the health of many residents and the community as a whole.

**What is Public Health Nursing?**  
The American Public Health Association defines Public Health Nursing as the practice of promoting and protecting the health of populations using knowledge from nursing, social and public health sciences.

Public Health Nurses work to improve health at the individual level, family, community and population levels.

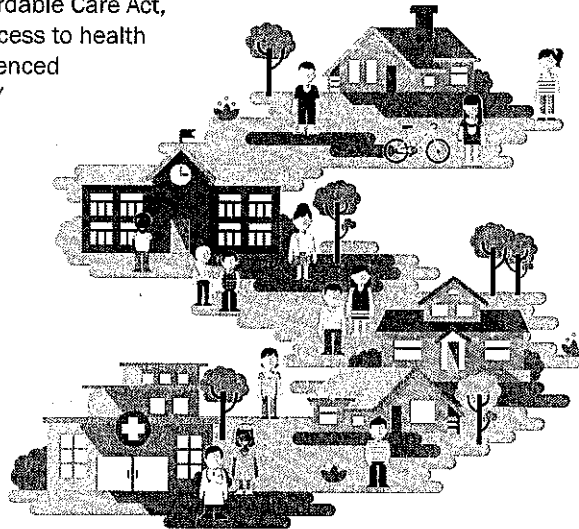
Public Health Nurses believe that health is affected by factors that include culture, education, income, lifestyle, genetics and environment.

Working to impact these social determinants of health are the basis of program development and implementation for programs within the division, thus our focus on vulnerable individuals, families and communities.

# Access to Care

With the implementation of the Affordable Care Act, Medicaid expansion, and greater access to health insurance coverage, we have experienced an impact in the need for our direct/clinical services.

We have seen a reduction in the provision of our individual patient services since 2011. It remains unclear if or how that demand will change; however, in the absence of a system providing universal health care coverage, "safety net" needs will remain. Many individuals and families are underinsured or ineligible for health care coverage.



Many practices do not carry currently recommended vaccines and contraception methods. Access to family planning and specifically long acting reversible contraception (LARC) is cost prohibitive for many in other health care settings.

As part of the TCHD Strategic Plan there is a greater emphasis on identifying opportunities to work with key community partners to optimize access and linkage to health care and navigation for the appropriate use of health services.

For the foreseeable future, we envision an ongoing need for provision of essential direct services even for persons with Medicaid due to shortage of Medicaid providers and often lengthy wait times for those that are available.

Even though access to health care has improved, there is an increased need to provide assurance of access to timely and appropriate health care. The Healthy Communities program is continuing to be a critical linkage to care and community resources.

## Public Health Achievements

In 1999, the CDC developed a list of the 10 greatest public health achievements in the United States since 1900. The average life span has increased by more than 30 years in the United States since 1900, and the CDC attributes 25 years of this gain to public health measures. These 10 achievements selected by the CDC were "based on the opportunity for prevention and the impact on death, illness, and disability." Our programs continue to impact these achievements of prevention:

- **Vaccination** has resulted in eradication of smallpox; elimination of poliomyelitis in the Americas; and control of measles, rubella, tetanus, diphtheria, and other infectious diseases in the United States and other parts of the world.

New research and development of old and new vaccines more individuals as well as the community are protected.



The child and adult immunization program sets the community standard in providing one of the most powerful ways of preventing communicable diseases.

- **Control of Infectious diseases** has resulted from clean water and improved sanitation. The discovery of antimicrobial therapy has been critical to successful public health efforts to control infections such as tuberculosis and sexually transmitted infections.

Testing for HIV, Sexually Transmitted Infections, and Hepatitis C Virus is the foundation for both prevention and care efforts.

The prevention benefit of treatment can only be realized with effective treatment, which requires linkage to and retention in care, and adherence to therapy recommendations.



# Public Health Achievements

- **Access to family planning and contraceptive services** has provided health benefits such as smaller family size and longer intervals between children; increased opportunities for preconception counseling and screening; fewer infant, child, and maternal deaths; and the use of barrier contraceptives to prevent pregnancy and transmission of HIV and other STDs.

Unintended pregnancies have been associated with: birth defects, low birth weight, elective abortion, maternal depression, increased risk of child abuse, lower educational attainment, delayed entry into prenatal care. Teen mothers are less likely than their peers to earn a high school diploma or GED.

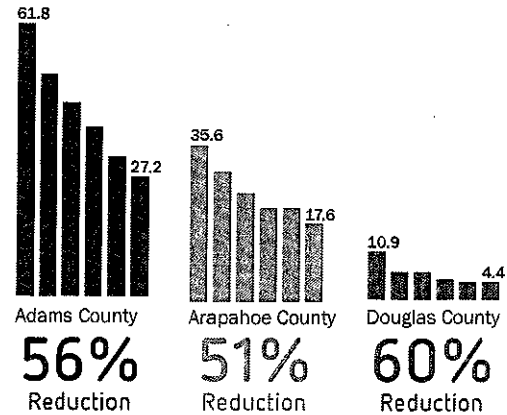
Long Acting Reversible Contraceptives (LARC) is the most effective birth control available. Between 2009-2014, the TCHD Family Planning program received private funding from the Colorado Family Planning Initiative (CFPI) to provide low and no cost (LARC) to clients. In Colorado between 2009 and 2014, 30,000 women chose LARC as a form of contraception.

Of those 30,000 women, 9.6% were TCHD Family Planning clients. The results of this successful statewide program are tremendous; a 40% decrease in unintended pregnancies. The success of this program shows the enormous impact direct client public health services can have on the outcomes of the health of the population.

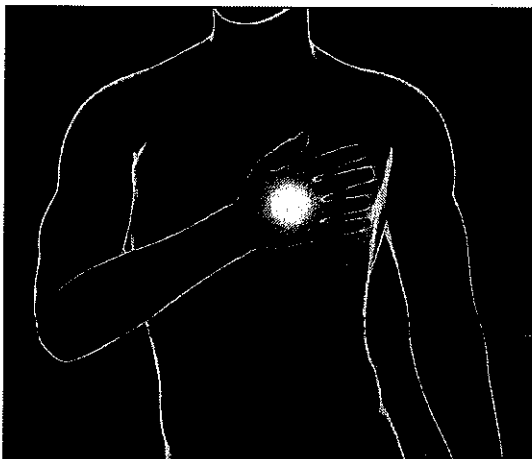
- **Healthier mothers and babies** have resulted from better hygiene and nutrition, availability of antibiotics, greater access to health care and technologic advances in maternal and neonatal medicine.

The Maternal Child Health program partners with many community partners to achieve collective success in effectively make the greatest impact to individual families and the community. The Maternal Child (MCH) program focuses on increasing the number of children receiving health assessments and follow-up diagnostic and treatment services; improving the identification, screening and referral for women at risk for depression before and after pregnancy.

Home visiting programs work with families to improve pregnancy outcomes, improve child health and development, increase the families' self-sufficiency, and impact successful parenting with the intent of preventing child abuse and neglect.



Reductions in teen birth rates, per 1,000 female population, ages 15-19 (2009-2014)



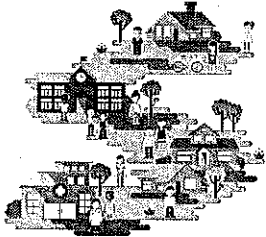
- **Decline in deaths from coronary heart disease and stroke** have resulted from risk-factor modification such as smoking cessation and blood pressure control, coupled with improved access to early detection and better treatment.

In collaboration with the health care delivery system, the Community Health Teams have been developed to support and bolster cardiovascular disease prevention.

Through the continued commitment to excellence from the entire staff and community, the Nursing Division will continue to work to make a difference in the lives and health of our community.

# Addressing the Needs of Our Vulnerable Populations

Health is not just the absence of disease or infirmity but is a state of complete physical, mental and social-wellbeing<sup>1</sup>. Our most vulnerable populations face a greater risk of poorer health outcomes and often have limited access to resources that support a healthy lifestyle. From nurse home visiting to family planning and access to care, the programs within the Nursing Division support individuals in accessing resources that promote health in all aspects of their lives.



Healthy Communities made **27,279** linkages for families to primary care and community resources, an increase of 6% from 2014.



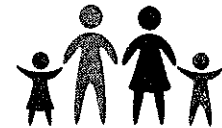
**34%** of refugees entering Colorado in 2015 were seen in the Refugee clinic for immunizations required for the immigration paperwork.



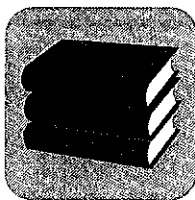
The Family Health Coordinators enrolled **4,783** newborns in Medicaid through Healthy Communities.



Providing support to Family Planning, Immunizations and Access to Care, the Call Center received **29,629** calls, a 19% decrease from 2014.



The Nurse Support Program completed **3,329** nurse home visits for families with children at risk of abuse or neglect in Adams and Arapahoe counties.



Through participation in Reach Out and Read, the Immunization program provided **7,408** books to children ages 6 months to 5 years.



The Heart Health Screening program conducted **349** initial screenings, assessing risk for heart disease and diabetes. Fifty percent of clients returned for a follow-up screening based on lab values or health education needs.



In 2015, **367** uninsured and underinsured women were screened for breast/cervical cancer and cardiovascular diseases and received health education as part of Well Women Connection and Wise Women Program.

1. Preamble to the Constitution of the World Health Organization as adopted by the International Health Conference, New York, 19-22 June, 1946; signed on 22 July 1946 by the representatives of 61 States (Official Records of the World Health Organization, no. 2, p. 100) and entered into force on 7 April 1948.

# Addressing the Needs of Our Vulnerable Populations



Providing care coordination for children and youth with special healthcare needs, HCP worked with

**372**

children and their families in 2015.

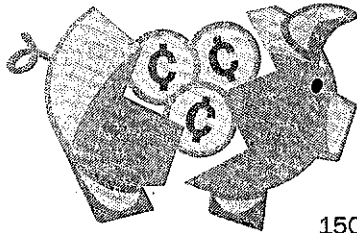
The Nurse Family Partnership (NFP) program served 655 low-income first time mothers



in Adams, Arapahoe and Douglas Counties and provided

**7,736** home visits.

In 2015, **94.8%** of TCHD NFP clients initiated breastfeeding at birth, slightly above Colorado NFP (94.6%) and significantly higher than NFP clients nationally (87.5%). At 6 months, 46.8% of TCHD clients continued to breastfeed at 6 months compared to 45.8% of Colorado NFP clients and 37.9% of National NFP clients.



Ninety five percent (95%) of the clients served by the Family Planning Program had incomes at or below 150% of the federal poverty level (FPL). Women with lower levels of income are less likely to have access to family planning services and based on these numbers, we estimate that in

this population **1,620** unintended pregnancies and 500 abortions were prevented.



Long acting reversible contraceptives (LARC) are the most effective reversible birth control available. The Family Planning Program provided

**706**  
LARCs in 2015.



Community members in Aurora participated in

**24**

Tri-County Walks events to promote physical and mental health and increase connections within the community.



The Arapahoe County Senior Dental Program provided dental services for 381 seniors for a total of

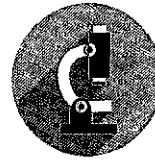
**1,696**  
visits to the clinic.

# Preventing the Spread of Disease

Preventing illness and death remains a major public health challenge. The Nursing Division delivers services and programs that prevent the spread of person-to-person diseases such as whooping cough (Pertussis) and sexually transmitted infections.

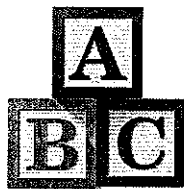


The immunization program gave **25,279** immunizations to both adults and children who could not easily access vaccines from providers, or were uninsured.



CDC recommends annual chlamydia screening for all sexually active women 24 years and younger to prevent serious reproductive complications.

**72%** of Family Planning clients under 24 were screened for chlamydia in 2015.

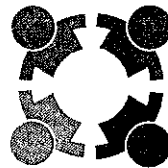


Core and Immunization Nurses conducted

**204**

Child Care Center visits,

screening over **14,966** immunization records to ensure children in those centers were up-to-date on immunizations.



The Linkage the Care Program worked with

**20**

HIV positive clients to increase access to and coordination of HIV treatment and care.

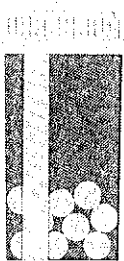


The HIV/STI Prevention and Outreach Program completed

**861** rapid HIV tests,

**69** rapid Hepatitis C tests and

**939** tests for Chlamydia and Gonorrhea.



Core Nurses completed

**79**

visits to dispense and monitor medications for clients being treated for Latent Tuberculosis Infection.

This prevents the reactivation of TB and spread to others in the community.



Pertussis is highly contagious and can be deadly for infants. To study the effectiveness of antibiotic treatment for those exposed to pertussis, Core Nurses participated in a CDC study visiting

**29**

individuals in their homes to conduct interviews and collect laboratory samples.



Immunization and Core nurses provided surge support to the TCHD Disease Investigation Team

on **24**

disease investigations.



Scan the QR code to visit the TCHD social media page. For Additional Information [www.tchd.org](http://www.tchd.org) TCHD Twitter and facebook: [www.tchd.org/79/Social-Media](http://www.tchd.org/79/Social-Media)

# Impacting Population Health Through Collaboration

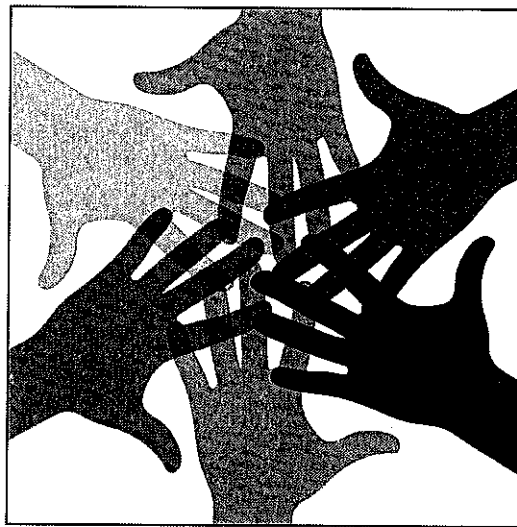
No single agency can do it alone, so strong partnerships and collaborations are key to improving population health. These partnerships focus on a number of different issues affecting the communities and involve partners from multiple sectors. While focused on specific topics, these larger efforts also aim to impact social determinants of health that limit individuals' ability to be healthy. Through collaboration with our partners and community members we see better health outcomes for the entire population.

- Core and Immunization nurses participated on steering committees and boards for the Colorado Children's Immunization Coalition, working to improve access and compliance with Colorado state immunization laws.

- Since 2011, the Maternal and Child Health Program has focused its work on specific Colorado state priorities targeting the health of women and children, Pregnancy Related Depression, Medical Home and Early Childhood Screening and Referral.

- HCP and Healthy Communities participate in the Colorado Care Coordination Collaborative (Team 4C) focused on reducing duplication of care coordination services for children and youth with special health care needs on Medicaid.

- Focused on the state priority of increasing the number of children receiving developmental assessments, the Maternal and Child Health Program works with community partners to implement a coordinated monitoring, screening and referral system in and across county lines.



- Through reaching out to women at risk of pregnancy related depression (PRD), developing relationships with providers and community partners to promote awareness and evidence based screening, the program works to increase the percentage of women being assessed for PRD.

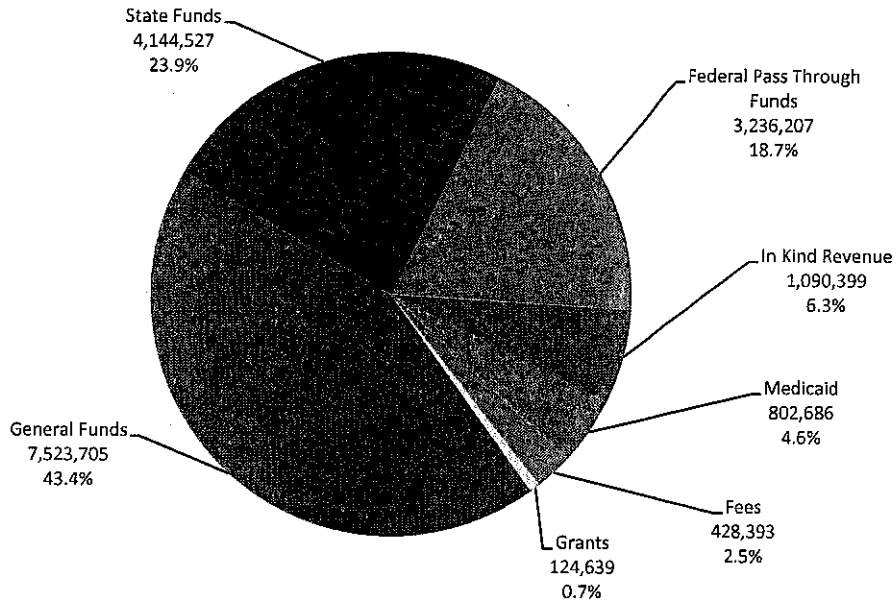
- Overall, the Maternal and Child Health Program participated in more than 35 community based efforts, logging approximately 500 hours annually working with community partners to improve the health of women, children and families.

- Starting in 2015, the Community Health Team is an innovative and team-based program, working closely with primary care practices to provide chronic diseases prevention and management services.

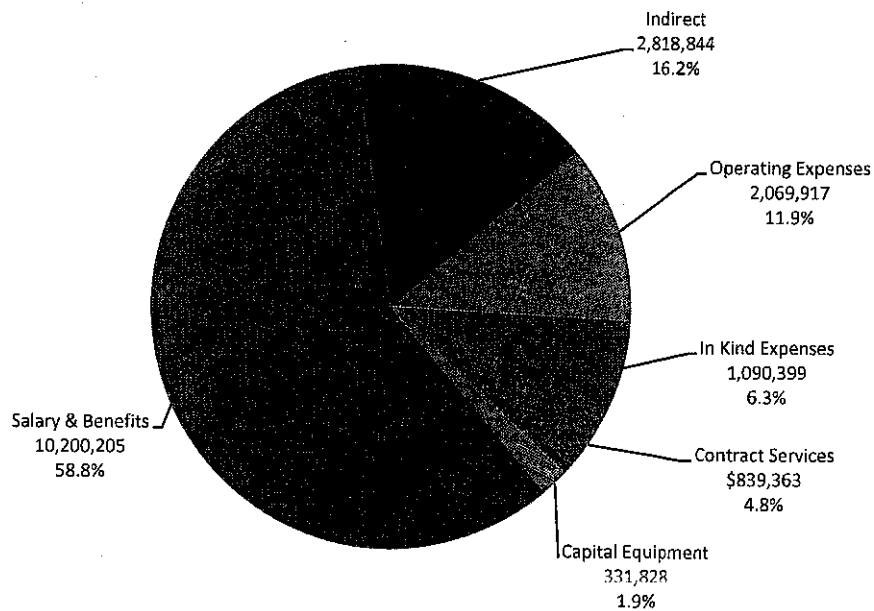
- Staff across the Nursing Division actively participate in Local Health Alliances across Adams, Arapahoe and Douglas counties, focusing on community driven health systems change.

# Financials

## FY15 Nursing Division Revenue Total: \$17,350,556



## FY15 Nursing Division Expenses Total: \$17,350,556



Appendix C

ECI 2015-2016														AVG	14-15
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	FYTD	FYTD	FYTD
Total number of referrals received	2	0	2	3	0	1	1	2	1	3	2	1	18	2	2
Referrals opened	1	0	0	0	1	1	3	2	2	2	1	0	13	1	1
Referrals pending	0	0	0	2	0	0	1	1	0	1	1	2	8	1	1
Referrals not opened	1	0	1	0	0	0	0	0	0	0	1	0	3	0	1
<b>Active Caseload at Beginning of Month</b>	7	5	3	2	1	3	2	5	7	7	7	6	55	5	4
Total Number enrolled into the program	5	3	2	1	3	2	5	7	7	7	6	5	53	4	3
Pending	0	0	0	2	0	1	1	1	0	1	1	2	9	1	1
Total Number of Closures	3	2	1	1	0	2	0	0	2	2	2	1	16	1	1
<b>Number Involved with active Domestic v</b>	0	0	0	0	0	1	2	2	0	0	0	0	5	0	1
<b>Number on TANF</b>	2	0	1	0	1	2	*	*	*	*	*	*	6	1	2
<b>Number in Protective Services</b>	4	3	1	0	0	1	3	7	8	7	6	5	45	4	4
<b>Translator Services</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total Number of Home Visits Completed	8	5	1	3	5	5	6	8	11	11	13	11	87	7	8
Telephone Consults	1	0	0	0	0	0	*	0	0	0	0	0	1	0	0
Number of Home Visits Attempted & Not Fo	2	0	1	0	1	1	1	4	1	0	1	3	15	1	3
<b>Active Caseload at End of Month</b>	5	3	2	1	**3	2	5	7	7	7	6	5	50	5	5
NSP 2015-2016														AVG	14-15
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	FYTD	FYTD	FYTD
Total number of referrals received	8	3	2	5	2	3	6	8	6	4	3	10	60	5	3
Referrals opened	7	2	3	2	2	2	3	6	1	3	1	9	41	3	3
Referrals pending	1	2	1	2	2	2	3	4	3	1	2	2	25	2	2
Referrals not opened	2	0	1	1	3	1	2	1	6	2	1	1	21	2	1
<b>Active Caseload at Beginning of Month</b>	13	17	18	16	16	17	15	15	17	12	11	10	177	15	12
Total Number enrolled into the program	17	18	13	16	17	15	15	17	12	11	10	17	178	15	7
Pending	1	2	1	2	2	2	3	4	3	1	2	2	25	2	2
Total Number of Closures	3	1	5	2	1	4	3	4	6	4	2	2	37	3	3
<b>Number Involved with active Domestic v</b>	0	0	0	0	1	1	0	0	0	0	0	0	2	0	1
<b>Number on TANF</b>	4	4	5	4	5	5	*	*	*	*	*	*	27	5	2
<b>Number in Protective Services</b>	14	13	11	11	9	11	11	14	14	9	9	14	140	12	10
<b>Translator Services</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total Number of Home Visits Completed	34	29	28	23	22	24	29	26	27	15	20	29	306	26	20
Telephone Consults	1	0	0	0	0	0	*	*	0	0	0	0	1	0	1
Number of Home Visits Attempted & Not Fo	4	3	5	4	5	3	5	7	3	2	0	4	45	4	5
<b>Active Caseload at End of Month</b>	17	18	16	16	17	15	15	17	12	11	10	17	181	15	12

\* No longer tracked  
 \*\* Added one client from Brief Parenting Program  
 Numbers in red corrected after report submission

Appendix E  
 Arapahoe County TANF  
 Nurse Support Program

2015-2016 Fiscal Year-to-Date

<b>TANF</b>													<b>15-16</b>
	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>YTD</b>
<b>Active Caseload at Beginning of Month</b>	21	21	19	21	23	20	18	16	16	11	15	17	218
<b>Total Number of Referrals Received</b>	5	2	10	6	5	1	4	3	3	3	15	16	73
<b>Total Number of Pending Clients</b>	10	16	8	5	6	6	4	8	4	11	9	10	116
<b>Total Number of Ongoing Clients</b>	16	17	11	17	15	17	13	13	8	12	15	17	139
<b>Total Number of Closures</b>	5	4	8	5	7	4	4	43	1	1	6	2	45
<b>Total Number of Never Opened</b>	7	4	16	18	7	11	4	1	8	2	4	11	108
<b>Total Number of Clients on Waitlist</b>	17	21	13	1	4	1	1	0	0	0	0	0	58
<b>Total Number of Home Visits Completed</b>	38	18	35	42	23	20	16	26	14	20	18	24	294
<b>Telephone Consults</b>	1	0	0	0	1	1	1	1	0	0	4	0	9
<b>Number of Home Visits Attempted or Not Found</b>	0	2	4	1	2	2	2	1	0	2	0	2	18
<b>Active Caseload at End of Month (Opened &amp; Ongoing)</b>	21	19	21	23	20	18	16	16	11	15	17	17	214



**Tri-County Health Department Mothers First Programs  
Client Visits and Outcomes  
Adams County  
January 1, 2015—December 31, 2015**

The data reflects clients who were discharged from the program between January 1, 2015 and December 31, 2015.

Table 1. Client Demographics, January 1, 2015—December 31, 2015 (n=102)

	Number	Percent		Number	Percent
<b>Age</b>			<b>Highest Degree Obtained</b>		
<19 years	8	8%	HS Diploma/GED	34	33%
19 to 25 years	33	32%	Vocational/Tech Certificate	9	9%
26 to 30 years	28	27%	Some college, no degree	19	19%
31 to 35 years	16	16%	Associates Degree	3	3%
>35 years	17	17%	BS/BA	3	3%
			Graduate Degree	0	0%
<b>Race (any ethnicity)</b>			N/A-no degree	25	25%
Black	6	6%	Unknown	9	8%
Alaskan Native	0	0%			
American Indian	3	3%	<b>Housing</b>		
Asian	2	2%	Subsidized	11	11%
Caucasian/White	74	72%	Rent	56	55%
Other	15	15%	Free	27	26%
Unknown	2	2%	Own	4	4%
			Unknown	4	4%
<b>Ethnicity (any race)</b>					
Hispanic	54	53%	<b>Marital Status</b>		
Non-Hispanic	45	44%	Single	53	52%
Unknown	3	3%	Married	20	20%
			Divorced/Separated	13	13%
			Living Together	14	14%
			Widowed	1	1%

What problems are identified in our clients?

Over the course of home visits the nurses identify problems based on both the needs of the client/family as well as their goals. Problems with signs and symptoms are identified as actual problems while problems with no signs and symptoms but have a history or other risk factor(s) present are identified as potential problems.

- A total of 371 problems were identified for an average of 3.67 problems per client (min=1, max=11).
- A total of 100 clients had 232 actual problems identified for an average of 2.32 actual problems per client (min=1, max=7).
- A total of 79 clients had 139 potential problems identified for an average of 1.75 potential problems per client (min=1, max=4). These are not mutually exclusive.

The top three actual problems for clients were Income, Caretaking/Parenting and Growth and Development. The top three potential problems for clients were Growth and Development, Postpartum and Caretaking/Parenting.

Table 2 provides more details on the most common actual problems. Almost a majority of the clients had both Income and Caretaking/Parenting identified while over a third of clients had Growth and Development.

Appendix E

Table 2. Top Seven Actual Problems Identified for Clients (n=100)

	# of times identified as actual problem	% of total actual problems identified	% of clients for which problem was identified
Income	96	40.5%	96%
Caretaking/Parenting	47	20.2%	47%
Growth and Development	31	13.3%	31%
Mental Health	15	6.4%	15%
Pregnancy	11	4.7%	11%
Substance Use	9	3.8%	9%
Abuse	9	3.8%	9%

What are our client outcomes?

Clients may be given a rating within three categories for each identified problem; these three categories are Knowledge (K), Behavior (B) and Status (S). The KBS ratings are given on a scale of 1 to 5 with "1" denoting the highest severity in that area and problem, and "5" denoting the lowest severity in that area and problem. For this analysis only KBS rating from actual problems were included and from clients who have at least two KBS ratings. Because clients who had multiple visits might have multiple KBS ratings and thus this analysis looks at only the first and last KBS rating. There were a total of 100 clients who were included in the analysis.

Table 3 shows the average initial and final ratings for all actual problems in each of the three KBS domains. A statistically significant increase from the first to the last rating is shown using a paired ttest. In all three KBS areas there was a statistically significant increase.

Table 3. Change in KBS ratings for all actual problems combined

Rating Category	Average Initial Rating	Average Last Rating	p-value
Knowledge	2.46	2.82	<0.0001*
Behavior	3.23	3.40	0.009*
Status	3.24	3.48	0.0001*

Table 4. Change in KBS ratings by actual problem (n=100 clients)

	n	Rating Area	Average Initial Rating	Average Last Rating	p-value
Income	96	K	2.53	2.83	<0.0001*
		B	3.15	3.32	0.03*
		S	3.36	3.48	0.1
Caretaking and Parenting	47	K	2.3	2.80	0.0001*
		B	3.51	3.42	0.57
		S	3.38	3.40	.89

Appendix E

<b>Growth and Development</b>	31	K	2.38	2.77	0.003*
		B	3.67	3.80	0.16
		S	3.29	3.58	0.02*
<b>Mental Health</b>	15	K	2.53	3.00	0.02*
		B	2.73	3.26	0.27
		S	2.73	3.53	0.03*



**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 an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded agreement for services and that the offeror 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 awarded agreement.

**OFFEROR:**

Tri-County Health Department

Company Name

John M. Douglas

Name (Print or Type)



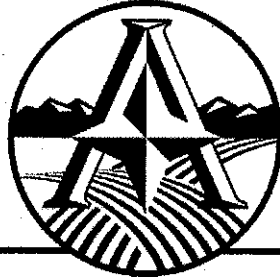
Signature

Executive Director

Title

2/9/17  
Date

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



**ADAMS COUNTY**  
**COLORADO**

**REQUEST FOR PROPOSAL**

**2017.304**

**NURSE HOME VISITS**

**Prenatal, Postnatal and Educational Program**

**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 proposal is hereby submitted.

Addenda # none through Addenda none #

(If None, Please write NONE)

Tri-County Health Department

Company Name

Date

2/9/17

6162 S. Willow Dr. Suite 100

Address

Name and Signature of Authorized Person

John M. Douglas M.D.

Printed Name

Greenwood Village, CO 80111

City, State, Zip Code

Adams, Arapahoe and Douglas

County

Executive Director

Title

303-220-9200

Telephone

303-220-2508

Fax

imdouglas@tchd.org

email

## **EXHIBIT A**

(All Documents following this page of the Agreement)

### Exhibit:

1. RFP 2017.304 Scope of Services

**EXHIBIT A**  
**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL**  
**2017.304**

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**NURSE HOME VISITS**

Prenatal, Postnatal and Educational Program

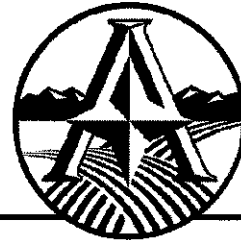
**All Documents and Addendums related to this RFP  
will be posted on the Rocky Mountain Bid System at:  
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

**RFP Issuance Date:**  
Monday, January 30, 2017

**Written questions regarding this RFP will be accepted through  
Monday, February 6, 2017  
by 2:00 p.m.**

**RFP Opening Date:**  
Tuesday, February 14, 2017  
Time: 4:00 p.m.

**Location: Adams County Government Center  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, CO 80601**



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**ADAMS COUNTY**  
**COLORADO**

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

## GENERAL INSTRUCTIONS

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of qualified organizations to assist the County Government in serving TANF eligible families who are low-income and in need of services in accordance with the Colorado Works Program Act §§ 26-2-701, et seq., C.R.S. for Adams County Human Services Department.

2. **All documents and addendums related to this RFP will be posted on the Rocky Mountain Bid System at:**  
**<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
  - 2.1 Offeror must register with this service to receive these documents.
  - 2.2 This service is offered free or with an annual fee for automatic notification services.
  - 2.3 Addendums may be issued at any time prior to the time set for receipt of proposals.
3. Written questions relating to **RFP-HE-2017.304** must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at **[hellis@adcogov.org](mailto:hellis@adcogov.org)** until the close of business on or before, Monday, February 6, 2017, by 2:00 p.m.
4. **Proposals**
  - 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 4:00 p.m., Tuesday, February 14, 2017.
  - 4.2. The RFP opening time shall be according to the County receptionist's clock on the first floor, at this time only the names of the offerors submitting proposals will be read out loud.
  - 4.3. Proposals may be mailed or delivered in person, and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, RFP number, the project name, date and time of the RFP opening.
  - 4.4. No proposal will be accepted after the time and date established, per section 4.1 above, except by written addenda.
  - 4.5. **Format.** Offeror must submit sealed proposal in **one (1) original copy, three (3) unbounded hardcopies**, and a copy on CD formatted as a single .pdf file. Proposal should not exceed **ten (10) pages**, excluding the solicitation required signed pages, the front and back cover, and appendices including the fee schedule. Submit only on single sided, single column typed 8.5" x 11" size paper. The page count limitation applies to the actual technical proposal contained in the submittal. 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.
  - 4.6. The two (2) required signature pages at the end of this document "**OFFEROR'S CERTIFICATION OF COMPLIANCE**" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the "**OFFEROR'S SIGNATURE PAGE**" acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.



- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of Offeror's name from the County's Vendor's List for a period of twelve (12) months from the date of this RFP opening.
- 4.8. The County reserves the right to shortlist from the submitting Offerors, conduct interviews and/or negotiations.
- 4.9. In submitting the proposal, the Offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
- 4.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close The County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County Offices.
- 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 4.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
  - 4.16.1. Any Proposal which does not meet bonding requirements, or,
  - 4.16.2. Proposals which do not furnish the quality, or,
  - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
  - 4.16.4. Proposal from Offerors who lack experience or financial responsibility, or,
  - 4.16.5. Proposals which are not made to form.

- 4.17. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
  - 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure any equipment, materials or services.
  - 4.19. If a formal Agreement is required, the Offeror agrees and understands a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners and/or their authorized designee.
  - 4.20. Only sealed proposals received by the Purchasing Division of Finance will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
5. Adams County is an equal opportunity employer.
  6. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
  7. **INSURANCE:** The Offeror agrees to maintain insurance of the following types and amounts:
    - 7.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
      - 7.1.1. Each Occurrence \$1,000,000
      - 7.1.2. General Aggregate \$2,000,000
    - 7.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
      - 7.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
      - 7.2.2. Personal Injury Protection Per Colorado Statutes
    - 7.3. **Workers' Compensation Insurance:** Per Colorado Statutes
    - 7.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
      - 7.4.1. Each Occurrence \$1,000,000
      - 7.4.2. This insurance requirement applies only to Offeror who are performing services 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.
    - 7.5. The Offeror'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:
      - 7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Offeror.

- 7.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.6. All insurers of the Offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the Offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, 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.
- 7.7. 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.
- 7.8. At any time during the term of the Agreement, the County may require the Offeror to provide proof of the insurance coverage's or policies required under the Agreement.
- 7.9. The Offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.
- 7.11. Underwriters shall have no right of recovery or subrogation against the 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.
- 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
- 7.13. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.15. 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 Division Manager 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, the agreement, 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.

8. Offeror shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

9. **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 the Agreement (purchase of service agreement) and for the duration thereof:

- 9.1. 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.
- 9.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
- 9.3. 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 the purchase of service agreement.
- 9.4. At the time of signing the purchase of service agreement, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.
- 9.5. 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 purchase of service agreement is being performed.
- 9.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the Offeror shall: notify the subcontractor and the County within three (3) days that the Offeror 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 contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 9.7. 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).

9.8. If Offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Offeror shall be liable for actual and consequential damages to the County.

10. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

### **End General Information**

### **11. STATEMENT AND SCOPE OF SERVICES**

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of qualified organizations to assist Adams County Government in serving TANF eligible families who are low-income and in need of services in accordance with the Colorado Works Program Act §§ 26-2-701, et seq., C.R.S. for Adams County Human Services Department (ACHSD).

ACHSD is seeking the services of a qualified organization that can assist and deliver a nurse home visitation program for pregnant women, women with young children, provide classes on birth control, sexually transmitted infections (STIs), parenting, and relationships to TANF eligible families. These services should improve the health, life-course and parenting skills of program participants who are on TANF Basic Cash Assistance (BCA), have Child Welfare involvement, or considered low-income who may benefit from the nurse home visitation program services. All educational classes will be conducted at the County, and other locations as needed. Services will:

- Improve pregnancy outcomes by helping women practice sound health-related behaviors
- Improve child health and development by helping parents improve parenting skills

### **12. SCOPE OF SERVICES:**

All qualified offerors' programs will be required to be fully operational by July 1, 2017.

#### **I. Nurse Home Visit Program and Classes Objectives**

1. Increase participation in preventive health care services, including family planning services.
2. Increase participation in prenatal clinic visits and compliance with healthcare provider recommendations.
3. Increase routine immunizations for infants.
4. Increase BCA participant participation in school or work, as appropriate.
5. Reduce incidence of child abuse/neglect reports.
6. Increase attachment with the new baby.
7. Strengthen parenting skills.
8. Improve family health related practices, wellbeing and life-course choices leading to greater self-sufficiency.

## **II. Program participants will include:**

1. Women who are on TANF BCA or who are TANF eligible, and pregnant with or without other children.
2. Women who are on TANF BCA or who are TANF eligible with young children who may benefit from nurse home visitation program services.
3. Women who have had a child/children placed in custody of ACHSD through the child welfare system and are now pregnant again.
4. Pregnant teens and parenting teens.
5. Child Welfare involved pregnant teens or mothers referred by child welfare.

## **III. Nurse Home Visit Program**

The offeror may serve program participants for a minimum period of three (3) months and up to a maximum of two (2) years. Referrals will come from ACHSD. Offeror will provide the following services:

1. Pregnancy prevention services for low-income mothers including but are not limited to: nurse home visitation program that provide information on prenatal and postnatal care and early childhood education, for a monthly average of 45-60 families per month.
2. Weekly home visits during the first month of the program and bi-weekly thereafter.
3. Teaching module-training materials shall be provided to families including but not limited to, books for mother and child and educational toys.
4. Monolingual Spanish speaking clients will be served either by bilingual staff or through the use of an interpreter.
5. Appropriate consultation will occur between the nurse and ACHSD and partner agencies staff.
6. Provide referrals to community resources.

## **IV. Prenatal and Postnatal Classes**

The offeror will provide approximately 70 days of instruction a year for TANF eligible clients and/or community agencies (each day of instruction may include one to two hours of instruction). The majority of class days may be in the provision of a weekly class led by the offeror for BCA and TANF eligible participants that covers topics such as parenting, child development, birth control, sexually transmitted infections, and relationships. Approximately 20 of the 70 classes per year will be instruction as part of classes led by others. The offeror will also provide several trainings per year to county staff and community partners to enhance their knowledge of parenting, child development, birth control, sexually transmitted infections, and relationships.

## **V. Offerors' programs will be required to:**

- Have at least five years history serving low-income families with similar services and understand Adams County community resources and how to access them.
- Understand the TANF federal statutes and regulations, Colorado Works statutes and regulations and abide by the County policies and procedures and ethics policy.
- Understand child welfare report requirements.
- Coordinate with County staff, contracted programs and program participants to help families receive needed and timely services.
- The offeror will review CBI reports of employees/applicants that will be assigned to the project for negative information, such as a criminal history, discrepancies between what an applicant claims and what is reported by schools, prior employers and other organizations.

- The offeror will compare the criminal history to the employee/applicant's job qualifications in order to evaluate the employee/applicant's ability to do the designated job, to ensure that the public, the County and its employees, and families served in the program are safe, and protected from harm. If the applicant has lived out of state within the prior five years then a nationwide CBI should be conducted.

**13. Reporting**

The offeror will be responsible for submitting reports to the County Project Manager. The format, content areas, and due dates of reports will be directed by the County Project Manager, with consultation provided by the offeror. Reports shall include, but not be limited to; the number of families served, services provided, referrals to the program, descriptive statistics of program participants, and classes provided.

**14. Compliance with Applicable Law**

**Federal and State Law:** The Offer shall at all times during the execution of the agreement strictly adhere to, and comply with, all applicable Federal and Colorado State laws and their implementing regulations as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of the agreement. The Offeror also shall require compliance with such laws and regulations by subcontractors under subcontracts permitted under the agreement.

**15. Rate of payment**

Fee for service agreement will be awarded. Payment will be made only after the written reports are received.

**16. 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.

**17. Term**

The term of the awarded agreement will be is one (1) year from date of the fully executed date. The County reserves the right to extend the term of the services for the period specified in Statement of Services. The County may extend the term of the agreement, in two (2), one (1) year increments, by written notice to the Offeror by the expiration date of the agreement or within 30 days after funds are made available for exercising the option, whichever is later.

**18. 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.

**19. 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.

- Both parties acknowledge that information obtained and exchanged about clients in the performance of this request services 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.
- 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 Purchasing Division Manager.

**20. 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.

**21. 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 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.

**22. Disclosurw-Liability**

Disclosure of County records or other confidential information by Offeror for any reason may be cause 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.

**23. Standards 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 service.

**24. Fee Schedule**

The offeror must submit fees in the format similar to **Sample Schedule (Exhibit A)** for the initial year of the award, and two (2) option years. A separate Fee Schedule should be provided for each year. The offeror's fees for the options years will be used for evaluation and award consideration.



**25. Conflict of Interest**

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

**26. Independent Offeror**

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 agreement, liability or understanding, except as expressly set forth in the agreement. Offeror 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.

**27. Nondiscrimination**

The Offeror 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 Offeror 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. The County is an equal opportunity employer.

The Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**28. Compliance with Laws**

During the performance of the scope of services under the awarded Agreement, the Offeror agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Offeror 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. The Offeror warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Offeror 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 the awarded agreement that are considered to be "Protected Health Information."

**29. Supplemental Federal Provisions – (FFATA) – Section below:**

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13.

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of 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. Grants;
- 1.1.2. Contracts;
- 1.1.3. 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. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

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 award classified for security purposes; 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 (Public Law 111-5).
- 1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
- 1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet' website may be found at:  
<http://fedgov.dnb.com/webform>.
- 1.5 "Entity" means all of the following as defined at 2 CFR part 25, subpart C;
- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 1.5.2. A foreign public entity;
  - 1.5.3. A domestic or foreign non-profit organization;
  - 1.5.4. A domestic or foreign for-profit organization; and
  - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to 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.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, **which may be found at <http://www.sam.gov>.**
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
  - 1.15.1. Salary and bonus;
  - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar 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;
  - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 1.16. "Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17. "Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
- 2. Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Adams County may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

  - 3.1. SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
  - 3.2. DUNS.** – Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
- 4. Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

  - 4.1.** The total Federal funding authorized to date under this award is \$25,000 or more; and
  - 4.2. In the preceding fiscal year, offeror received:**

    - 4.2.1.** 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 4.2.2.** \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 4.3.** 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.
- 5. Reporting.** Offeror shall report data elements to SAM and to the Prime Recipient as required in §7 below if offeror is a Subrecipient for the Award pursuant to the Transparency Act. No direct

payment shall be made to offeror for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the agreement fees.

The reporting requirements in §7 below 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 offeror's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

**6. Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards 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 shall continue to be subject to the reporting requirements.

**7. Subrecipient Reporting Requirements.** If offeror is a Subrecipient, offeror shall report as set forth below.

7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met;

and

7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.

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

7.2.1 Subrecipient's DUNS Number as registered in SAM.

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

## **8. Exemptions.**

8.1 These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special

Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 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 Contract and Adams County may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the Adams County under the Contract, at law or in equity.