

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 26th day of May 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Reverend Yong Hui McDonald, located at 1589 Tanager Street, Brighton, Colorado, 80601, 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 2017.408 and the Contractor's response to the RFP 2017.408 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.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of the agreement.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals 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, the sum of: sixty-two thousand four hundred dollars (\$62,400.00).

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:**

6.1. **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.**

6.1.1. 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
- 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 the 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 or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

11.1. 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.

11.2. 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.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. 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. The Contractor 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 Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.

- 12.10. 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.
- 12.11. 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.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. 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.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. 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:

- 14.1. 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.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. 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.

- 14.4. 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.
- 14.5. 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.
- 14.6. If the 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 (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. 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).
- 14.8. 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.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

Interim County Manager

[Signature]
Raymond Gonzales

25 MAY 2017
Date

Yong Hui McDonald

[Signature]
Signature

5/20/2017
Date

Yong Hui V. McDonald
Printed Name

Chaplain
Title

Attest:

Stan Martin, Clerk and Recorder [Signature]
Deputy Clerk

Approved as to Form: [Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

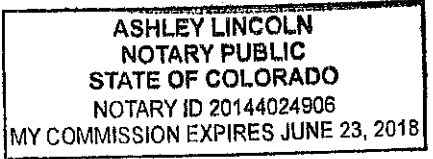
COUNTY OF Adams

STATE OF Colorado)SS.

Signed and sworn to before me this 20 day of May, 2017,

by Yong Hui V. McDonald

[Signature]
Notary Public



My commission expires on: 6/23/2018

Colorado
Driver License



02-304-0724 Expires: 11-12-2017
Class: R Issued: 10-16-2012
End: DOB: 11-12-1955
Rest: V Previous Type: A
Ht: 5'02" Wt: 110 Eyes: BRO Sex: F
Voter:

Yong Hu Vescinda McDonald

YONG HU VESCINDA McDONALD
589 Tanager Street
Brighton, CO 80601

LAWFUL PRESENCE AFFIDAVIT

I, Yang Hui V. McDonald, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States Citizen, or
- I am a legal Permanent Resident of the United States, or
- I am otherwise lawfully present in the United States pursuant to Federal law. (note: additional verification will be required through the "SAVE" program*).

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Yang Hui V. McDonald
Signature

5/20/2017
Date

COUNTY USE ONLY

Identification Produced (check one):

- Colorado Drivers License
- Colorado Identification Card
- United States Military Card
- United States Military Dependent's Card
- United States Coast Guard Merchant Mariner Card
- Native American Tribal Document

*Verification to be completed through the "SAVE" program.

Identification produced to: Jennifer Tierney, of Adams County. JT
Name of county employee Initials

EXHIBIT A

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of Finance is accepting proposals for Chaplain Services for the inmates located at the Adams County Detention Center, 150 N 19th Ave, Brighton, Colorado 80601. This RFP will fill two contract positions.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>
 - 2.1. Vendors 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.
3. Written questions may be submitted through March 8, 2017. All questions are to be submitted to Jennifer Tierney, Contract Administrator by E-mail at jtierney@adcogov.org.
4. An Addendum to answer all questions will be issued no later than March 13, 2017.
5. Proposals
 - 5.1. 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 2:00 p.m. on October 30, 2017.
 - 5.2. The proposal opening time shall be according to our clock.
 - 5.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 5.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
 - 5.5. No proposals will be accepted after the time and date established above except by written addenda.
 - 5.6. The proposal must be submitted on a CD in a single PDF file not to exceed 25 pages. Brochures or other supportive documents may be included with the proposal narrative.
 - 5.7. The two proposal signature pages "**CONTRACTOR'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 "**PROPOSAL FORM**" acknowledging the receipt of

addendum(s) must be signed and included as hard copy with the CD. These are the **last two pages of the RFP.**

- 5.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 5.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 5.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside:

**CHAPLAIN ADAMS COUNTY DETENTION CENTER
RFP 2017.408**

- 5.12. 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 proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal 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.
- 5.13. Proposal must be submitted in the format supplied/described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 5.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 5.15. 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.
- 5.16. 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:
 - 5.16.1. Any Proposal which does not meet bonding requirements, or,
 - 5.16.2. Proposals which do not furnish the quality, or,

- 5.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 5.16.4. Proposals from offerors who lack experience or financial responsibility, or,
 - 5.16.5. Proposals which are not made to form.
- 5.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 5.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.19. If a formal Agreement is required, the Contractor 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.
- 5.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
6. Adams County is an equal opportunity employer.
7. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids 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.
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
 - 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.
 - 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. 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 response 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. 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.
- 8.7. 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.
- 8.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 8.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 8.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 8.11. 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.
- 8.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.

- 8.13. 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 Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
9. 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. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 10.1. 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.
- 10.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.

- 10.6. 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.
- 10.7. 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).
- 10.8. 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.

End General Information

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Scope of Work

Background

1. The purpose of this RFP is to establish a contract to provide Chaplain services for the inmates located at the Adams County Detention Center
2. The Chaplain will provide non-denominational corporate worship as well as religious counseling for over 1300 inmates.
3. The Chaplain will also be engaged with and available to approximately 150 officers and staff.
4. There are two Contractor positions available.
5. Minimum 40 hours a week per Chaplain.
6. May include after hours work for emergency death notifications or other emergencies as they arise.
7. Provide assistance to the Program Coordinator in the coordination of activities with other religious volunteers.
8. Contractor must provide a minimum of three (3) verifiable references.
9. Awarded Contractor must attend the security courses prior to providing services for the Adams County Detention Facility. For example: hour in-house academy and all mandatory civilian training (topics will vary over the year – security, medical issues, workplace conduct, sexual harassment, etc.) Contractors will be paid for their time while attending the required security courses.

MINIMUM QUALIFICATIONS:

10. Masters Degree in Divinity or Theology from an accredited Seminary.
11. Must be an ordained clergyperson from a religion recognized by the Colorado Department of Corrections.
12. The candidate must have a minimum of three (3) years full time experience working within a jail/correctional facility.
13. Must possess good oral and written communication skills.
14. The candidate must possess the ability to work with the public and a variety of people.
15. Contractor must pass NCIC/CCIC background review as determined by the Sheriff's Office HQ detective.
16. The Contractor will need to have an interview with the background Detective.
17. The Contractor will also have to pass a 10-year background check, verification of all references and education, pass a possible drug test, and pass a voice stress/analyzer test or polygraph test.

GENERAL DESCRIPTION OF DUTIES:

18. The Detention Facility Chaplain is responsible for providing the inmates with weekly Worship Services.
19. The awarded Contractor will lead and manage all religious activities within jail setting including church services, personal counseling, responding to crises, and volunteers.

20. The Chaplain will assist with the supervision and facilitation of other religious worship services
21. The Chaplain must be available to meet the needs of individual inmate spiritual/religious needs with Bibles, religious literature and correspondence courses.
22. Provide pastoral crisis counseling to inmates in the event of a death, illness, or any other emergency. Provides one-on-one Pastoral care and counseling to inmates upon request or referral. Assist the mental health staff with interpreting inmate faith and religious disposition as part of their overall care and treatment.
23. Supervise and assist outside clergy in the care of their parishioners and assisting with professional clergy visits as needed.
24. Meet with the families of inmates when appropriate and helpful to the inmates and their families.
25. Attend inmate council meetings.
26. Responding to requests for special religious diets and notifying the appropriate divisions as needed.
27. Provide other religious services as requested and needed. Perform other tasks/duties as assigned by the Programs Coordinator.
28. Complete a "Daily Field Activity Report" for each day of work. The report awardee's are to fill out will be supplied by the Sheriff's Office. See attached "Exhibit A."

Working Environment

29. High stress and potential danger due to the jail setting.
30. Personal safety is of some concern due to the jail setting.
31. Possible contact with inmates having infectious diseases.
32. Contractor must be ready to handle emergency or crisis situations per ACDF expectations, training, policies, and procedures.
33. Work is primarily indoors in an environmentally controlled lock-down facility.

Miscellaneous

34. Book Projects will be allowed with the following restrictions:
 - a. No photos of Adams County buildings(inside or outside) will be used in the books.
 - b. No Adams County or Sheriff's Office emblems or insignia will be used in the books.
 - c. A Release of liability will be created by Contractor and approved by the Sheriff's Office. We will not provide the release.
 - d. No names of Adams County employees will be used in the books.
 - e. Only a reasonable amount of time during normal business hours will be used to work on the books. This will be determined and monitored by the Technical Services Commander and or his designee.
35. The Contractor shall not use normal business hours to work for profit at any other agency outside of the Sheriff's Office.
36. Only a reasonable amount of time during normal business hours will be used to work on the books. This will be determined and monitored by the Technical Services Commander and or his designee.

Evaluation Criteria

- 37. Years Experience as a Chaplain within a County Detention Center
- 38. References
- 39. Pricing
- 40. Passing of a background check

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2013, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and WINNER123, located at ADDRESS123, 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 xxx and the Contractor's response to the RFP xxx 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 Contractor) to be performed by Contractor. If County requests such additional services, 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, 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.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one 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, and approved by the Adams County Board of County Commissioners.

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, the sum of:

- 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:

6.1. 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. The County is an equal opportunity employer.

6.1.1. 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

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. The County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include The 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 coverages 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 with 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, and that no violation of such provisions are present. Contractor 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 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:** 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. Assign ability: 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:

Department: Adams County (department name)
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

Department: Adams County Purchasing
Contact:
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone:
E-mail:

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116
E-mail:

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

- 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. CHANGE ORDERS OR EXTENSIONS:

- 11.1. **Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the 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 the 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.

Submittal Checklist

- Response to RFP
- W-9
- Contractor's Certification of Compliance
- Proposal Form
- References

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

Name (Print or Type)

Signature

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



PROPOSAL FORM
 Chaplain/Religious Services Adams County Detention Center 2017.408

VENDOR'S STATEMENT

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.

_____ \$ _____
 Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
 If None, Please write NONE.

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____
E-mail Address	_____

ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL

2017.408

CHAPLAIN RELIGIOUS COUNSELING SERVICES

Proposal Opening Date:

March 23, 2017 Time: 2:00pm

Location: Adams County Government Center

4430 South Adams County Parkway

Brighton, CO 80601

PROPOSAL BY:

Reverend Yong Hui V. McDonald

589 Tanager Street

Brighton, CO 80601

(303) 919-7492

yonghui.mcdonald@gmail.com

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- 4. PROPOSAL FORM**
- 5. REFERENCES / RECOMMENDATION LETTERS**
- 6. RESUME**

PROPOSAL OF PURCHASE OF SERVICE AGREEMENT

ADAMS COUNTY DETENTION CENTER THIS AGREEMENT ("Agreement") is made this 15th day of October, 2013, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Yong Hui V. McDonald, located at 589 Tanager Street, Brighton, CO 80601, 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 2017408 and the Contractor's response to the RFP 2017.408 attached hereto as Exhibit A, Proposed Chaplain Services 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 Contractor) to be performed by Contractor. If County requests such additional services, 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, 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.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one 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, and approved by the Adams County Board of County Commissioners.

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, at the hourly rate of \$30.00 as performed, not to exceed 40 hours per

week or the sum of sixty-two thousand four hundred (\$62,400.00) per year.

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:

6.1. 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. The County is an equal opportunity employer.

6.1.1. 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

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. The County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include The 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 coverages 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 with 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, and that no violation of such provisions are present. Contractor 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 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:** 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. **Assign ability:** 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:

Department: Adams County Purchasing Contact: Jennifer Tierney, Contract Administrator, Address: 4430 South Adams County Parkway, Brighton, Colorado 80601 Phone: (720)523-6056, E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office Address: 4430 South Adams County Parkway, Brighton, Colorado 80601 Phone: (720)523-6116

Contractor: Yong Hui V. McDonald, Contact: 589 Tanager Street, Brighton, CO 80601 Phone: (303)919-7492, E-mail:yonghui.mcdonald@gmail.com

- . 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. CHANGE ORDERS OR EXTENSIONS:

- . 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the 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 the 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.

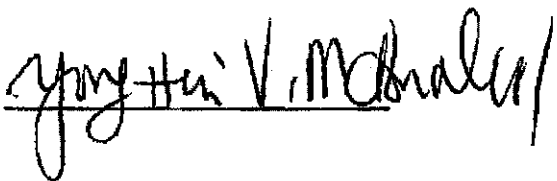
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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: Yong Hui V. McDonald Date: March 1, 2017

Name: Reverend Yong Hui V. McDonald

Signature: 

Title: Chaplain

EXHIBIT A

Proposed Chaplain Services for RFP 2017.408:

1. **Availability:** Provide professional, pastoral care for offenders, offenders' families in emergency, staff, volunteers, and deputies when requested exercising pluralistic sensitivity.
2. **Counseling:** Answering inmates' kites; providing individual and group spiritual counseling in crisis such as when suicide happens in the facility. I have counseled inmates, helped with families to process grief and loss caused by suicide.
3. **Emergency Notification:** Notification of offenders in times of family emergency and provide counseling for losses and grief, and prayers, if requested, for healing and comfort. Liaison between families and offenders and assist in crisis situations via phone.
4. **Provide Spiritual Direction:** Teaching, preaching, guiding, encouraging inmates so they will be able to focus their hearts on spiritual healing; giving them direction on how to be focused on God and to be productive even while incarcerated, with the ultimate goal – helping prepare them for successful re-entry into society as a productive member of society. Plan, develop, and implement chaplain's worship services.
5. **Staff Relationship:** Maintain professional and positive relationships with staff, offering counseling and spiritual direction to the staff and enforcement offices at the facility as needed.
6. **Administrative Reports:** Compile, prepare, and maintain daily, monthly reports of chaplain activities, reporting how many participated in different worship and religious services and prayer meetings for supervisors.
7. **Resource Provider:** Contact outside churches and other religious groups to seek the donation of inmates' Bibles and inspirational books that accommodate various faith traditions.
8. **Arrangement for Professional Visits:** Contact spiritual leaders of different faiths to come and visit inmates upon request.
9. **Adherence to Facility Policy and Procedures:** Responsible for awareness and implementation of facility rules and regulations pertaining to staff.
10. **Building Community Relationships:** Promote prison ministries in the community for successful offender after care programming. Connecting with churches by being visible and educating them in regards to the support offenders need while incarcerated and upon re-entry into the community.
11. **Connection and Collaboration with Other Chaplains:** Learning about different prison ministry and community resources available to effectively help inmates.
12. **Supervise Volunteers:** Recruit volunteers for the religious services and Bible studies, providing them support so they can be effective in accomplishing their ministry tasks and goals.

13. **Providing Prayer services:** Lead prayer services in the women's housing to help anxious, and those who are in need of spiritual direction and comfort.
14. **Providing worship services:** Spiritual direction and preaching through worship services. Currently, I lead 8 Chaplains' worship services every week both men and women, including maximum security inmates.
15. **Counseling suicidal inmates:** Visit suicidal observation unit in the infirmity and counsel suicidal inmates and pray with them. I wrote a book to prevent suicide which is called, *Twisted Logic, The Shadow of Suicide* and this book is available to inmates.
16. **Counseling grieving inmates:** When family member of the inmates dies or critically ill, I counsel them to process grief and healing. I wrote a book to help grieving people and it is called, *Dancing in the Sky. A Story of Hope for Grieving Hearts*, which is available to inmates.
17. **Providing religious resources:** Our jail is short of spiritually nurturing books. Therefore, I started Transformation Project Prison Ministry (TPPM) a non-profit in 2005 to bring more books to the facility to help the inmates. TPPM raises funds to publish ACDF inmates' transformation stories. These books have been helping many inmates because ACDF inmates are the authors and editors of the books of *Maximum Saints*. It brought lots of positive influences to those who have read, wrote, and edited the books. TPPM distributed the books and DVDs free of charge to nationwide and now expended this ministry to South Korea and India with many volunteers outside. No one is paid from TPPM. They are all volunteers. Over 250,000 copies are distributed freely to prisoners and homeless shelters nationwide. We have produced 5 *Maximum Saints* books but I don't produce any more *Maximum Saints* books. However, I write books to help inmates' spiritual growth and some inmates transformation stories are include in different books. All the proceeds from TPPM books directly goes to TPPM to help produce more books for inmates but we hardly make any money because we don't promote the books outside.
18. **Providing spiritual direction to parents:** Many inmates have children and they need direction on how to be a nurturing parent. I wrote a book to help them and it is called, *39 Parenting Tips*.
19. **Counseling depressed inmates:** I have counseled so many depressed inmates and I wrote a book to help them. It is called, *Twisted Logic, The Window of Depression*, which describes why people are depressed and how they can process their pain caused by depression and overcome it.
20. **Book ministry:** All my books and TPPM books are available to inmates, staff and deputies in our facility and they are free to take the books out of the facility.
21. **Counseling spirituality seeking people:** Many are seeking spiritual understanding and my book, *Journey With Jesus* is a good spiritual guide to many inmates.
22. **Prayer project ministry:** Many inmates have been requesting materials on how to pray so I developed 10 different prayer project brochures which meets different needs of inmates and guide them how to pray from walking prayer to fasting prayer. I distribute them when I lead prayer meeting in the housing units and when I counsel inmates.

23. Providing spiritual support and counseling for the staff: I counsel staff and deputies whoever has any needs for spiritual support and direction. Many deputies and staff are using my books and they share what their needs are and I have been able to help them.

CHAPLAIN DAILY LOG

DATE:

Time		Location	Description of Activity	# of Inmates	
Start	End	Module		M	F
10:30	11:15	F/400 or Dining	Prayer meeting in women's housing		
11:15	12:00		office work + study (Tomatoes lunch time)		
12:00	1:30		Counseling + Delivering books to medical or A5+6 or D6 and B1		
1:30	2:00		Lunch + study/preparation for worship		
2:00	3:00		Counseling		
3:00	4:00		Worship		
4:00	4:15		Worship		
4:15	5:00		office work + study (Inmates Dinner time)		
5:00	5:45		Counseling		
5:45	6:30		office work + study		
			Office work + study time is the time to deliver Emergency deaths		
			Notifications or responding to critical counseling when the deputies		
			ask me to visit some inmates preparation for worship + sermons, etc.		

Yang-Hui V. McDonald
Printed name

Yang-Hui V. McDonald
Signature

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Yong Hui V. McDonald	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 589 Tanager Street	Requester's name and address (optional)
City, state, and ZIP code Brighton, CO 80601		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
5 1 7 - 7 8 - 8 1 2 0
Employer identification number
-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Yong Hui V. McDonald	Date ▶ 3/1/17
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General instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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:

Yong Hui V. McDonald
Company Name

3/1/2017
Date

Reverend Yong Hui V. McDonald
Name (Print or Type)

Yong Hui V. McDonald
Signature

Chaplain
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



PROPOSAL FORM

Chaplain/Religious Services Adams County Detention Center 2017.408

VENDOR'S STATEMENT

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.

Sixty-Two Thousand Four Hundred
Written Amount

\$ 62,400.⁰⁰
Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # NONE Addenda # _____
If None, Please write NONE.

<u>Yong Hui V. McDonald</u>	<u>3/1/2017</u>
Company Name	Date
<u>589 Tanager street</u>	<u>Yong Hui V. McDonald</u>
Address	Signature
<u>Brighton, CO 80601</u>	<u>Yong Hui V. McDonald</u>
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	

Michael Goins
879 S. Flandin Ct.
Strasburg, CO 80136
mlgoins@netecin.net
720-951-2629

December 10, 2016


To Whom It May Concern:

My name is Michael Goins, and I serve as Executive Director (a volunteer position), and Treasurer for the non-profit organization "Transformation Project Prison Ministry (TPPM)". TPPM was founded by Yong Hui McDonald (a Chaplain at Adams County Detention Facility (ACDF) in 2005. I met Chaplain McDonald in 2008, and have been working with her and TPPM ever since. I offer this letter as a testament to her good character and honest dealings with inmates and authorities alike in all the time I have known her.

Chaplain McDonald has a heart for inmates, and TPPM was founded to meet a need for spiritually uplifting reading material for inmates. Our work has involved publishing the "Maximum Saints" series of books where inmates share their stories of encounters with Jesus Christ, and the impact of that journey on their lives in-and-outside of prison. We have produced books and DVDs with the cooperation of Program Directors, Law Enforcement officials, and the inmates themselves. The ministry continues to expand by publishing materials in other languages, and distributing the books across America and abroad.

As Treasurer (a volunteer position as well), I am privy to all financial transactions involving TPPM, the funds raised, expenditures, and tax filings. I can assure you that all proceeds support TPPM activities. While we do pay for external services, neither myself nor Chaplain McDonald profit financially from TPPM.

I invite you to visit our website: tppmOnline.org, or visit us on Facebook to learn more. Please feel free to contact me if you have any questions or concerns. Thank you, and be blessed!



Michael Goins, Executive Director/Treasurer
Transformation Project Prison Ministry
P.O. Box 220
Brighton, CO 80601

December 9, 2016

To Whom It May Concern:

I am a retired Elementary and Special Education teacher. I have known Yong Hui McDonald for almost two years. I met her because I was looking for a way to minister to those who have been incarcerated as part of my Civil and Christian duties. As we spoke about the opportunities available at the Adams County Correction Facility, I told Chaplain McDonald that I was facing surgery soon and she recommended that I read some of the inmates' testimonies and possibly edit them, as the inmates were interested in helping others straighten out their lives so they could live as better citizens and find their way to Salvation if that was their desire.

After our visit, I considered Chaplain McDonald's suggestion and decided to start editing the stories. I can tell you that my eyes have been opened to see how some of the inmates were physically and/or emotionally neglected and/or scared in their early years. Others just chose to deviate and become social outcasts and/or do horrible things. The one thing that I know is ALL of the inmates need someone to listen to them and counsel them. In some cases, they needed the opportunity to focus on the harm they have done to their families, friends, victim(s) and even themselves. Some of them did not just simply commit a crime against the state; they needed to take ownership of what they did. They may not be able to make restoration to those who were hurt but they needed to find a way to seek forgiveness and change.

Almost every story that I have read, either by editing or in a book, tells how the inmates read books furnished by TPPM and were either written by inmates or Chaplain McDonald. They go on to say how they can identify with stories in the books and how reading these stories has changed their lives. They also go on to tell how writing their own story has helped them to forgive others and themselves and what a difference knowing that their story would be published and help others has made in their lives.

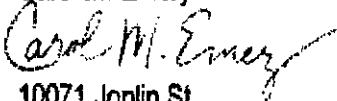
I have also been involved with TPPM and know that every penny that they receive goes into printing, shipping and giving books to inmates, the homeless or others who need to read the books. I know that not one red cent goes to any person. As part of the program, I have never been given anything (other than a book) and I have never been paid nor has anyone else who is involved including Chaplain McDonald!!

I believe that Chaplain McDonald provides an avenue for the inmates to face what they have done, seek forgiveness and find a way to become a productive citizens in society through reading the books and writing their own personal story. They also state in their stories that they hope that others will find the forgiveness and peace that they have by reading their story.

I have also run into some of the released inmates at my church and have also spoken with our pastor about these former inmates. They are considered very good members and we are happy to have them as part of our community. They are not shy about talking about what helped them to change and they say that what first got them interested in changing was the stories they read in the books. The next step was counseling in groups and individually with Chaplain McDonald.

Please feel free to contact me at my home (303) 466-5525 should you like to discuss TPPM and/or Chaplain McDonald's involvement with TPPM or anything I might know about the books or fund raising.

Sincerely,
Carol M. Emery


10071 Joplin St
Commerce City, CO 80022

Laura Nokes Lang
8150 La Place Court
Westminster, Colorado 80031
(303)428-9293
lnl@q.com

December 8, 2016

To Whom It May Concern:

Re: Chaplain Yong Hui McDonald and Transformation Project Prison Ministry

Yong Hui McDonald came into my life when she came to the church I attend as a guest pastor on New Year's Day, 2005. She spoke about the needs of the inmates at Adams County Detention Facility (ACDF) for spiritually nurturing books, volunteer workers, and prayers. I volunteered to go to ACDF to speak at worship services about my son's story in the hope that the inmates could use the information I share when they got out. My son committed suicide as a result of alcohol abuse. While I was at ACDF, I learned about the prisoners' writing project, and I immediately saw the value in it for both the writers and the prospective readers. I thought this was an exciting and valuable project for everyone involved. I started working with Yong Hui as a volunteer editor. I also went out to churches with her to help her give presentations about this project and to ask for donations to support the project. Yong Hui was working on this project under the umbrella of Park Hill United Methodist Church, using the church's bookkeeper to keep track of what donations were made and the expenses of the project. As time went on, I advised Yong Hui to separate from Park Hill and start a separate nonprofit organization and get a 501 (c) 3 designation from the IRS. We did this, and Transformation Project Prison Ministry (TPPM) was founded.

Everyone who works with TPPM is a volunteer. No one draws any salary whatsoever. Direct expenses incurred for the project are reimbursed. One hundred percent of the donations received and money from all book sales goes into the TPPM account and is spent to cover publication costs, shipping costs, and development costs, such as technical duplication services. The people who serve TPPM in leadership positions are volunteers who see the value in the work. I think for some of the authors, writing their true stories for the benefit of other inmates is the first time in their lives they have done something really, really good. Sadly, they never see the incredible effects their work produces in the lives of others.

When I first visited ACDF, I was very nervous and did not know what to expect from the inmates. What I found was amazing to me. Yong Hui seemed to me to have an unusual ability to reach into the hearts and minds of the inmates, calm them, spiritually nurture them and assure them of God's love for them. Her commitment to serve God first shows in her words



Yong Hui V. McDonald

(303) 919-7492 Cell
yonghui.mcdonald@gmail.com

Education *Asbury Theological Seminary* (Kentucky, Wilmore)
Doctor of Ministry, 2016

Iliff School of Theology (Denver, CO)
Master of Divinity, 2002
Concentration: Justice and Peace Studies.

Multnomah Bible College (Portland, OR)
Bachelor of Arts Biblical Education, 1984

Portland Community College (Portland, OR)
General Education, 1992-1993

Certifications Prison Chaplain, 2008 to present.
American Correctional Chaplains Association (ACCA)
Spiritual Director, 2004
Spirituality & Work, Formation of Spiritual Directors

Endorsements Prison Chaplain and Hospital Chaplain, 2006
United Methodist Endorsing Agency

Pastoral Local Pastor, 2001
Smoky Hill United Methodist Church, Centennial, CO
Ordained as an Elder of the United Methodist Church, June, 2006
Rocky Mountain Conference of the United Methodist Church

Committees Certification Committee member, 2011-2012
American Correctional Chaplains Association

Non Profit Founder Transformation Project Prison Ministry (TPPM), 2005, (non profit)
www.tppmonline@org
Korean TPPM in South Korea, 2013
Website: <http://blog.daum.net/hanulmoon24>

Author *Journey With Jesus, Visions, Dreams, Meditations & Reflections*
 (available in English and Spanish)
Dancing in the Sky, A Story of Hope for Grieving Hearts
Dancing in The Sky, Mismatched Shoes, DVD
Twisted Logic, The Shadow of Suicide (Available in English and Spanish)
Tears of The Dragonfly, Suicide and Suicide Prevention, DVD & CD
Twisted Logic, The Window of Depression
Dreams & Interpretations, Healing from Nightmares
I Was The Mountain, In Search of Faith & Revival
The Ultimate Parenting Guide, How to Enjoy Peaceful Parenting and Joyful Children
Prisoners Victory Parade, Extraordinary Stories of Maximum Saints & Former Prisoners
Four Voices, How They Affect Our Mind: How to Overcome Self-Destructive Voices and Hear the Nurturing Voice of God
Prayer and Meditations, 12 Prayer Projects for Spiritual Growth and Healing
Invisible Counselor, Amazing Stories of the Holy Spirit
Maximum Saints Never Hide in the Dark
Maximum Saints Make No Little Plans
Maximum Saints Dream
Maximum Saints Forgive
Maximum Saints All Things Are Possible
Tornadoes, Grief, Loss, Trauma, and PTSD: Tornadoes, Lessons and Teachings—The TLT Model for Healing
Tornadoes of War, Inspirational Stories of Veterans and Veteran's Families
Tornadoes of Accidents, Finding Peace in Tragic Accidents
Tornadoes of Spiritual Warfare, Finding Peace and Healing from Spiritual Attacks
Lost But Not Forgotten, Life Behind Prison Walls, Stories of Prison Ministry

Korean translated books (한국어로 번역된 책들):

『예수님과 걷는 길, 비전, 꿈, 묵상과 회상』 (*Journey With Jesus, Visions, Dreams, Meditations & Reflections*)

『치유, 사랑하는 이들을 잃은 사람들을 위하여』 (*Dancing In The Sky, A Story of Hope for Grieving Hearts*)

『꿈과 해석, 악몽으로부터 치유를 위하여』 (*Dreams & Interpretations, Healing from Nightmares*)

『나는 산이었다, 믿음과 영적 부흥을 찾아서』 (*I Was The Mountain, In Search of Faith & Revival*)

『하나님의 치유를 구하라, 자살의 돌풍에서 치유를 위하여』 (*Twisted Logic, The Shadow of Suicide*)

『승리의 행진, 미국 교도소와 문서 선교 회상록』 (*Prisoners Victory Parade, Extraordinary Stories of Maximum Saints & Former Prisoners*)

『네가지 음성, 악한 음성을 저지하고 하나님의 음성을 듣는 영적훈련』 (*Four Voices, How Do They Affect Our Mind*)

TPPM published more than 50 books in 5 different languages for prisoners so far and we are working on more translations for minority prisoners.

Public Speaker : Promote the different non profit organizations, civic groups, corporations, hospita
American Radio and TV interviews: 5 different stations in Colorado
Korean radio interviews: LA Gospel Broadcasting Company, Seattle Broadcasting
Arizona Heart and Seoul Gospel Broadcasting
Workshop leader – Grief and loss workshop in prison, hospitals
Retreat leaders - Suicide workshop for American Correctional Chaplain's
Association, prayer workshop for Pastor's prayer retreat, etc.
Leadership Training speaker – 2013 National Network Korean United
Methodist Women: prison ministry workshops in Korean and English. The
presenter of "Women Peacemakers" and Young Women's retreat
Preached and shared in over 60 churches nationwide to promote TPPM.
TPPM was featured at the United Methodist General Conference, 2008

Languages : English and Korean

Special Training : Recovery of Soul, 2011, 2 units of Clinical Pastoral Education
Rocky Mountain Center for Education and Training, Denver, CO
Clinical Pastoral Education (1 unit), 2003
Rocky Mountain Pastoral Care and Training Associates, Denver, CO
Clinical Pastoral Education (1 unit), 2002
The Samaritan Counseling & Educational Center, Colorado Springs, CO
Spirituality & Work, Formation of Spiritual Directors, 2003-2004

Employment : Chaplain, 2003 - present
Adams County Detention Facility, Brighton, CO
Per-Diem Chaplain, 2002 - 2016
Exempla Healthcare, St. Joseph Hospital, Denver, CO
Korean Medical Interpreter, 2002 - 2004
Precision Link Translation Services, LLC, Denver, CO
Case Manager for Koreans, 2001-2002
Asian Pacific Development Center, Aurora, CO
Student Local Pastor, 2001 - 2002
Smoky Hill United Methodist Church, Aurora, CO
Store Owner, 1994 - 1996
Milk River Trading Post, Glasgow, MT
Secretary / Computer Operator, 1991 - 1993

Lawrence J. McCarthy and Associates, Plains, MT

Secretary / Computer Operator, 1990 - 1991
Thompson River Lumber, Thomson Falls, MT

Secretary / Computer Operator, 1985-1987
University of Denver, Denver, CO

Volunteer Work

Volunteer Chaplain, 2002 - 2003
Samaritan House / Homeless Shelter , Denver, CO

Intern Chaplain, 2002
Memorial Hospital, Colorado Springs, CO

Intern Chaplain, 2000-2001
Denver Women's Correctional Facility, Denver, CO

Visiting pastor and counselor at various assisted living facilities, 2002
Keenesburg, CO

Sunday School Teacher, 1975-2000
United States / Korea

Worship Leader, 1998
Nursing Homes, Glasgow, Montana

Singing Group Organizer, 1999
Nursing Homes, Buffalo, Wyoming

Prison Ministry Organizer, 1999-2002
Iliff School of Theology, Smoky Hill United Methodist Church
