

**ADAMS COUNTY, COLORADO
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 18 day of September 2018, 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 **FAMILY TREE, INC.**, located at 3801 Marshall Street, Suite 100, Wheat Ridge, Colorado 80033, 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 2018.315 and the Contractor's response to the RFP 2018.315 attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

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

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of **two hundred thirty-seven thousand, three hundred sixty-five dollars and no cents (\$237,365.00).**

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

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

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

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

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

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

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

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles

owned, hired, leased, or borrowed.

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

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

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

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

8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

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

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

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

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

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

9. TERMINATION:

- 9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

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

- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written

consent of the County.

- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Department: Adams County Human Services Workforce Center
Contact: Kent Gregory, Contract Administrator, Human Services Department
Address: 7190 Colorado Blvd., 6th Floor
City, State, Zip: Commerce City, Colorado 80022
Office Number: 303.227.2215
Email: kgregory@adcogov.org

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

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

Contractor:

Company: Family Tree Inc.
Contact: Carrie Zwanzig, Director of Communications
Address: 3805 Marshall Street, Suite 100
City, State, Zip: Wheat Ridge, Colorado 80033
Office Number: 303.422.2133
E-mail: CZwanzig@thefamilytree.org

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

10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. AMENDMENTS, CHANGE ORDERS OR EXTENSION:

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

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

12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

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

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

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

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

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

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:

Family Tree, Inc.
Company Name

09/07/2018
Date

[Signature]
Signature

Scott Shields
Name (Print or Type)

Chief Executive Officer
Title

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

Signature Page

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: _____

Chair

Date: _____

9/18/2018

CONTRACTOR
FAMILY TREE, INC.

By: _____

Name (Print or Type)

Authorized Signature

Date: _____

Title

9/18/2018
Chief Executive Officer

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: _____

Attorney's Signature

NOTARIZATION

COUNTY OF _____

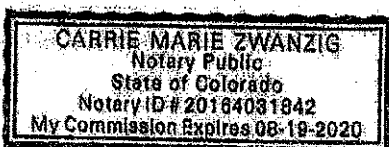
STATE OF _____

Signed and sworn to before me this 7th day of September, 2018,

by _____

Notary Public

My commission expires on: _____



ATTACHMENT 1

TANF Contract Component Confirmation Document

The Text Sections of all checked components should address one or more of the following:

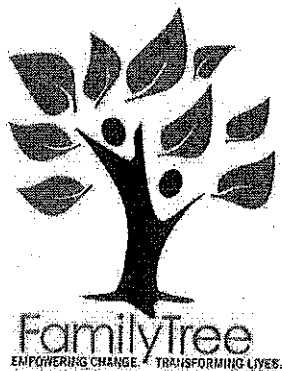
- 1) Provide the page number and paragraph in your submitted proposal where the component is addressed
- 2) Address the component in the text sections of the document below
- 3) All clarification questions as your best and final offer (BAFO) pertaining to your submitted proposal under RFP 2018.315 are provided under a separate cover of this component document.

Purpose statement:

- ☒ Describe the issue/problem that will be addressed (i.e. what is the nature of the issue) (enter page number and paragraph in your submitted proposal): *Page 5, first paragraph of submitted proposal.*
- ☒ Explain why it is an important issue to be addressed in the community: *Page 5, second paragraph of submitted proposal.*
- ☒ Explain how the project meets one or more of the federally-defined purposes of TANF: *Page 5, third paragraph of submitted proposal.*

Scope of Work:

- ☒ What services will be provided: *Submitted proposal purposed services detail, page 6 include clarification (BAFO) questions 3 and 5.*
- ☒ Who will be served: *Submitted proposal page 5, paragraph 4, 200 Adams County families screened, 50 assisted with case management and financial assistance.*
- ☒ How: *Screening and assessment: page 3 paragraph 4 and page 8 paragraph 4 (through two hotline personnel), walk-ins at the Adams County Human Services Center, walk-ins and calls to other Family Tree locations/programs. Services: Proposed Services Detail, page 6 of proposal and Clarification (BAFO) questions 3 and 5.*
- ☒ When: *Clarification (BAFO) question 9.*
- ☒ Where: *By phone via the Family Tree Homelessness Programs Hotline, the Adams County Human Services Center, Family Tree's main office in Wheat Ridge, and the homes of clients.*
- ☒ Contractor avows only to serve TANF eligible clients approved by the County with TANF funds: *(Youth under age 18 are exempt from lawful presence criteria; additionally, services that are delivered in life and death situations and are not means-tested are exempt - e.g. domestic violence shelter.): Clarification (BAFO) question 10.*
- ☒ How TANF eligibility will be determined (check all that apply):
 - ☐ Application (must gather information regarding the TANF eligibility criteria):
 - ☒ Affidavit of eligibility: The participant can check three boxes regarding the TANF eligibility criteria and sign the affidavit, attesting to their eligibility.
Click here to enter text.



3805 Marshall St., Suite 100
Wheat Ridge, CO 80033
(p) 303.422.2133
(f) 303.422.5707
www.thefamilytree.org

Clarification Request for Request for Proposal #2018.315 Housing Services - Temporary Assistance for
Needy Families (TANF)

FAMILY TREE RESPONSES

1. *Please confirm acknowledgement and understanding of the attached TANF Contract Component Confirmation Document that will be made part of the awarded agreement as outlined on Attachment 1 following this page. If not in agreement with any item, please indicate which one and address the issue.*

Family Tree confirms acknowledgement and understanding of the attached TANF Contract Component Confirmation Document.

2. *Please clarify Family Tree, Inc., understanding that the County would like to exclude Education and Employment Counseling from a potential agreement (these services are available through the County's Workforce Business Center (WBC)). Does Family Tree agree to the exclusion of Employment Assistance, reducing the fee schedule by \$3,505 in the first year, \$3,610 in the second year and \$3,718 in any awarded agreement?*

Family Tree is in agreement with excluding the Employment Assistance funding from the budget.

3. *The Pricing Form lists costs for a desk, computer and a chair in the amount of \$500 in the first year. Does Family Tree agree to a change in the Pricing Form replacing these costs with a \$170 Office Equipment Maintenance line in the fee structure?*

Family Tree is in agreement with reducing the Office Equipment Maintenance line in the fee structure to \$170.

4. *The Financial Assistance section of the submitted proposal proposed service detail on page 6 states "Family Tree, Inc., has developed internal processes of establishing need, ensuring safety of housing units, and financial approval." Please describe those processes and provide the assessment form.*

Family Tree conducts an in-depth interview with each household prior to assisting the family. The assessment form (please see attached) provides information and insight into each family's unique barriers to housing stability. Households provide identification including driver's licenses, birth certificates, and social security cards for each member of the family. Financial assistance need is then verified and determined through income documentation, and verification of the family experiencing homelessness or those at-risk of homelessness, possibly by a third party. A

housing inspection is done utilizing Housing and Urban Development (HUD) standards, in which this is performed for each housing unit prior to providing financial assistance. Please review the Housing Quality Standard (HQS) form attached. Case managers then support clients in developing and achieving goals to housing stability that may include employment, health or mental health needs, access to mainstream resources, child care, budgeting or resolving legal issues. Monthly in-home meetings are conducted, in which case managers review progress of each family's goals and determine the need for continued financial assistance.

5. *What is the methodology of determining the percentage of time of each of the positions listed on the fee structure?*

The percentage of time assigned to each staff person engaged in the process is determined by the amount of time anticipated to be dedicated to Adams County TANF eligible families, compared to all other housing projects conducted by the Family Tree Homelessness Program.

6. *Please provide the following details elaborating on "Case Management" on page 6 of the Proposal:*

- a. *Is there a specific case management model followed by Family Tree Housing and Family Stabilization Services?*

Family Tree Housing and Family Stabilization Services utilizes a trauma-informed, strengths-based case management model. Housing First and Voluntary Services are also part of our approach to case management. Case managers are trained in motivational interviewing to support clients in identifying goals and breaking down the steps to success.

- b. *On average, how long will a case stay open with the case manager? How many times will the case manager meet face to face with each client?*

Within this project, households will receive financial assistance for only four months. Case managers will meet with clients on a weekly basis, or more frequently, depending on the needs of the household.

7. *What services will be provided to the estimated 150 individuals who are screened but a case is not opened?*

To the estimated 150 household who are screened but a case is not opened, we will prioritize each family's needs and provide referrals to Adams County Human Services Department and other necessary resources, housing counseling with referrals to shelters, motels, rapid rehousing, other affordable housing options, and homeless prevention services. This limited case management will allow households to receive services, based on their individual and household's needs.

8. *Please confirm if the hotline in the proposal is the existing Family Tree Homelessness Programs Hotline 303-467-2604.*

Yes, this is the current Family Tree Homelessness Program hotline.

9. *What are the hours of operation being proposed for:*

- a. *The Family Tree Homelessness Programs Hotline 303-467-2604*

The hours of operation for the Homelessness Program hotline are Monday through Friday 9:00AM to 4:00PM.

- b. *When case management, financial assistance, housing navigation, and financial counseling will be provided? Please indicate if the hours of operation are different for services provided at the Adams County Human Services Center and Family Tree's Wheat Ridge office.*

Case management, financial assistance, housing navigation, and financial counseling will be offered in clients' homes and typically be provided Monday through Friday 9:00AM to 4:00PM, however this will remain flexible based on the needs of the family. Hours of operation will remain the same for services provided at the Adams County Human Services Center and Family Tree's administrative office.

10. *Does Family Tree agree to only serve TANF eligible families with resources provided for any awarded agreement?*

Family Tree will only serve TANF eligible families with this funding source. We will utilize the attached TANF eligibility form to determine and verify TANF eligibility for households.

11. *Does Family Tree agree to the following changes to attachment D, the affidavit of eligibility (changes are underlined):*

- a. *The household must have at least one dependent child under the age of 18 living in the household, or 18 and in high school or the equivalent of high school such as a GED program.*
b. *The household resides in Adams County.*

Family Tree agrees to the above changes on the affidavit of eligibility; please review the updated form, which is attached.

12. *Please provide a brief description of the data manager and their duties?*

The Data Manager will collect client level data including demographics, income, and housing status, and will enter this information into the HMIS database as well as Family Tree's internal database. The Data Manager will ensure the quality, completeness, and timeliness of the data, while also producing and reviewing outcome reports.

13. *Please indicate if Family Tree agrees to the following expected outcomes:*

- a. *80% of Adams County households exiting the program will stabilize and maintain safe, affordable housing (as stated in the proposal).*

Family Tree agrees to this expected outcome.

- b. *50 households in Adams County will receive case management, financial assistance and financial counseling.*

Family Tree agrees to this expected outcome.

- c. *Please propose the percentage of families who receive Housing Navigation services as defined on pages 6 and 7, will successfully find housing with the assistance of Family Tree.*

Family Tree anticipates 95% of families enrolled in the program and receiving Housing Navigation services, as defined on pages 6 and 7, will successfully find housing with the assistance of our services.

- d. *50% of households that receive case management will obtain/maintain housing for at least three months after receiving assistance.*

Family Tree agrees to this expected outcome.

14. *Please confirm that only incurred expenses, including personnel expenses, will be invoiced.*

Only incurred expenses, including personnel expenses, will be invoiced.

15. *Please confirmation that client assessment and proof of need for all client non-assistance (financial assistance not to exceed four (4) months) will be retained for the current year and the three previous years.*

Client assessment and proof of need for all client non-assistance will be retained for the current year and the three previous years.

ACKNOWLEDGEMENT


Authorized Signature

4/20/18
Date



Family Tree Affidavit of Eligibility

Family Tree will determine TANF eligibility through affidavit of eligibility. Each prospective client will be provided the table below to indicate TANF eligibility criteria, which they will sign and attest to their eligibility.

I, (print name) _____, hereby attest to the following information:

TANF Eligibility Guidelines	
<i>Please initial below to verify this statement for your household</i>	
The household must have at least one dependent child under the age of 18 living in the household, or 18 and in high school or the equivalent of high school such as a GED program.	
The household resides in Adams County	
The household must have annual household income below \$75,000.	
The household must verify that household members are citizen(s) or legally documented permanent resident(s) of the United States, or lawfully present in the United States.	
The household must be either currently homeless or at risk of losing its housing, and must lack the financial resources and support networks needed to obtain immediate housing or remain in its existing housing without assistance.	

Client Signature: _____

Family Tree Staff Signature: _____

Date: _____



Family:
Date approved:
Program:
Case Manager:
Date assessed:

Assessment Narrative

Family Composition: (People who will be living in household)

Name: _____ **Relationship:** _____ **Age:** _____ **Gender:** _____

Family History: (Contributing factors, where the client has been living past 2 years, DV, previous homeless number # _____ when)

Current Situation: (Exactly what assistance do they need? Arrears? Utilities? How long will they need help? What led you to us today? What Pertinent events led them here?)

Education/Work History: (education/training background, looking for work? Work experience)

Mental/Physical Health Summary: (self & family, if they have issues are they long term/being treated?)

Substance Use History: (This isn't a disqualifier but we do require full disclosure)

Legal Issues: (# of eviction ___ /when. Any former landlords who can give a good referral? Owe money to a public housing authority? *We run your CBI, the biggest reason people are denied for this program is not for what is on the CBI, but because the fail to disclose information that shows up on the CBI*)

Support System/Resources: (What resources have you tried? Can you get assistance anywhere else?)

Finances: credit history good OK bad repair plan, outstanding judgments, bankruptcy _____-?
Income: cash & non cash benefits, especially in the last 30 days. Pay stubs.

Bills/Debts: (Do you have access to affordable child care? Is it reliable?)

Initial Goals-Short Term: (How do you want to see this program help you?)

Initial Goals-Long Term:

Additional notes:

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes-Pas.	No-Fail	In-Comp.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls		Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Cond.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear		Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear		Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6, Building Exterior	Yes Pass	No Fail	In- Comp.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS Inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

2. Kitchen

- ☐ Dishwasher
- ☐ Separate freezer
- ☐ Garbage disposal
- ☐ Eating counter/breakfast nook
- ☐ Pantry or abundant shelving or cabinets
- ☐ Double oven/self cleaning oven, microwave
- ☐ Double sink
- ☐ High quality cabinets
- ☐ Abundant counter-top space
- ☐ Modern appliance(s)
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

3. Other Rooms Used for Living

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

4. Bath

- ☐ Special feature shower head
- ☐ Built-in heat lamp
- ☐ Large mirrors
- ☐ Glass door on shower/tub
- ☐ Separate dressing room
- ☐ Double sink or special lavatory
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

5. Overall Characteristics

- ☐ Storm windows and doors
- ☐ Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- ☐ Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- ☐ Garage or parking facilities
- ☐ Driveway
- ☐ Large yard
- ☐ Good maintenance of building exterior
- ☐ Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability.
Disability

☐ Yes ☐ No

Provide a summary description of each item which resulted in a rating of "Fair" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy) Address of Inspected Unit
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Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy) Address of Inspected Unit
------------------	-----------	---

Item Number	Reason for "Fail" or "Pass with Comments" Rating
-------------	--

Item Number	Reason for "Fail" or "Pass with Comments" Rating
-------------	--

[illegible]

Yes

No

**Family Tree
Adams County Housing TANF Proposal**



Grant Budget		
2018-19	2019-20	2020-21

Compensation

	FTE		Total Salary				
Director	.14	Oversight	77,000		10,780	11,103	11,437
Supervisor - Case Management	.14	Supervisor	45,000		6,300	6,489	6,684
Supervisor - Compliance	.14	Supervisor	45,000		6,300	6,489	6,684
1 FTE Case Manager	1.00	CM	\$ 36,000	\$	36,000	\$ 37,080	\$ 38,192
Data Manager	.10		\$ 46,362	\$	4,636	\$ 4,775	\$ 4,918
Hotline	.13	13% calls Adams	\$ 30,979	\$	4,027	\$ 4,148	\$ 4,273
Hotline	.13	13% calls Adams	\$ 28,280	\$	3,676	\$ 3,787	\$ 3,900
Employment Assistance	.14	Employment Assistan	25,034		3,505	3,610	3,718
Subtotal	<u>1.92</u>				<u>75,225</u>	<u>77,481</u>	<u>79,806</u>
Payroll Taxes & Benefits		20%			<u>15,045</u>	<u>15,496</u>	<u>15,961</u>
Total Compensation					<u>90,269</u>	<u>92,978</u>	<u>95,767</u>

Operations

			Cost				
Staff Development	1		300		300	300	300
Desktop and Internet	1	Computer	300		300	-	-
Office Set-up	1	Desk, Chair	500		200	-	-
Mileage		40 x 4 trips/week	0.535		4,280	4,408	4,537

	Clients Served	Cost				
Direct Client Assistance	50	2,300		115,000	120,750	126,788

Rent/Mortgage; Security Deposits;
Utility Assistance; Credit and
Background Checks; Motel
Vouchers These services will be provided
based on the need of the household, in
which we anticipate approximately
\$2,300/household.

SUBTOTAL			210,349	218,436	227,391
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Administration	15%		31,552	32,765	34,109
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TOTAL EXPENSE BUDGET			<u>\$ 241,902</u>	<u>\$ 251,201</u>	<u>\$ 261,500</u>
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Mandatory Requirements Section

Executive Summary

Family Tree proposes to provide housing services for Temporary Assistance for Needy Families (TANF) eligible households. Over the course of a one year period, Family Tree plans to provide an array of housing and supportive services to 50 households within Adams County, with varying degrees of intensity as each household had differing needs. On initial contact with each household, Family Tree will administer an assessment to determine each household's needs. Based on these results, Family Tree will provide housing navigation and placement services, offer homeless prevention activities including rent and utilities assistance, deposits, application fees, credit and background checks, refer to emergency shelters, and/or connect households to Adams County Human Services Department (ACHSD) for mainstream benefits or other resources provided by the county. Further, Family Tree will provide education and employment services, including job preparation and placement services. Family Tree is uniquely positioned and qualified for this engagement due to the following:

- Family Tree Housing and Family Stabilization Services has over 25 years of experience providing housing counseling and intervention including case management and financial assistance, navigation, and placement services to the seven-county Denver metro area. Further, Family Tree has excelled in screening upwards of 400 service calls a month to determine priority of needs and efficacy of services, as well as to make appropriate referrals and linkage.
- The Family Tree Homelessness Program has provided housing services and financial assistance to the county for over 15 years, particularly by way of the American Recovery and Reinvestment Act (ARRA) of 2009-2012. Additionally the Family Tree Homelessness Program has served Adams County through Emergency Solutions Grant (ESG) dollars. While those examples are particular to Adams County, all programs within Housing and Family Stabilization Services have provided services in Adams County which is the Division's third largest county served, behind Denver and Jefferson counties.
- Family Tree Homelessness Program consistently meets our goal of 80% or more of households exiting the program move to safe, stable, and permanent housing. This past program year, 81% of our clients were in permanent housing once they exited the program.
- Family Tree has had experience with the Basic Cash Assistance (BCA) population since 1999, therefore has extensive knowledge of Adams County residents, the community, and resources that can assist low-income families.
- Lastly, Family Tree is co-locating team members across all of our programs at the Pete Mirelez Human Services Center in Adams County.

Profile of the Firm

Family Tree is a local organization which operates a staff of 65 full-time, 27 part-time, and 20-30 relief employees across all programs of the agency. We operate out of six facilities which include: our administration building; Family Tree Women In Crisis, our emergency residential facility for survivors of domestic violence; the Family Tree Legal

Advocacy Program which is housed within the Jefferson County Court House; the Family Tree Karlis Family Center for supervised parenting time; Family Tree House of Hope, our residential facility for women and their children experiencing homelessness; and the Treasure Trunk thrift store providing basic needs and household goods for clients within our programs. The Family Tree Homelessness Program is within the administration building and utilizes a staff of ten full-time employees, five part-time, four volunteers, and one AmeriCorps VISTA. Additionally, Family Tree has co-located space within the Pete Mirelez Human Services Center.

We anticipate much of the work within this engagement will be administered within the Pete Mirelez Human Services Center in order to ensure consistent outreach and communication with ACHSD and other community providers in order to maintain ongoing collaboration. Additionally, case management services are often performed in client homes.

This project will assign one full-time Spanish bilingual case manager to perform housing case management, other supportive services, complete required assessments, paperwork, reporting, community linkages, and maintain consistent communication with ACHSD.

Two hotline personnel will be assigned 13% of their time to provide screening and assessments in order to determine level of need, referrals, and linkage to families from Adams County; one of these team members is Spanish bilingual. Additionally, 10% of the Education and Employment Program coordinator's time, 10% of the data analyst's time, and 14% each of two supervisors, one focused on case management, oversight and support, and the other on grant compliance and monitoring, will be assigned to this project.

Linda Barringer serves as the Acting Division Director for Housing and Family Stabilization Services for Family Tree, which oversees Family Tree House of Hope and the Family Tree Homelessness Program. Linda has over 20 years of experience administering programs to those experiencing homelessness and those at-risk of homelessness. Please see Attachment A for Linda's resume.

Family Tree has on-going litigation with a former employee regarding an employment matter. Family Tree has filed a Motion to Dismiss the case. All defense is being funded by our Directors and Officers liability insurance policy. All discovery in this matter has been stayed pending review of a Motion to Dismiss all counts.

Introduction and Qualifications

The mission of Family Tree is to help people overcome child abuse, domestic violence, and homelessness to become safe, strong, and self-reliant. Family Tree was founded in 1976 as a cooperative effort with local government, civic, and private agencies to coordinate existing human service resources, and to identify and develop innovative responses for youth and families in Jefferson County. Due to high-quality services provided, along with expanding community needs, we broadened our service area to include the entire seven-county Denver metro area, and operate utilizing our three programmatic pillars of Child and Youth Services, Domestic Violence Services, and Housing and Family Stabilization Services. Please see Attachment B for Family Tree's organizational chart.

The Family Tree Homelessness Program has over twenty five years' experience administering programs that support people who are experiencing homelessness and those who are "at risk" of homelessness. All of our programs offer assessment of family needs, direct assistance, referrals to community services, case management, and counseling related to housing issues.

Organization Budget and Fiscal Capacity

Please see Appendix C for a summary of Family Tree's organizational budget. Family Tree possesses the cash reserves in order to perform the proposed services on a reimbursement basis. The budget for FY 2017-2018 includes \$6,946,712 in revenue and \$6,798,569 in expense.

Proposed Services

Purpose Statement

As previously mentioned, Family Tree has served the Adams County child-only TANF households since 1999. This has provided us with over 19 years of experience with this population, giving us extensive knowledge and understanding of Adams County residents, along with the needs of the child-only community. Further, the *2015 Self-Sufficiency Standard of Colorado* indicates that families within Adams County need to earn income more than three times that of the federal poverty level to meet their basic needs. The report also states one adult and two young children in Adams County must earn \$68,689 to be self-sufficient, which poses a problem for many of the Adams County clients within our Homelessness Program, as 83% earn less than \$20,000 annually. To address this issue, Family Tree's Homelessness Program takes a multigenerational approach by providing vital, community-based services to vulnerable, underserved populations, helping them move toward safety, strength, and self-reliance.

Point In Time (PIT) Data from 2014, the last year that individuals and families "at-risk" of homelessness were included in the count, indicates that of the 532 people counted in Adams County, 81% of people experiencing homelessness were part of a family, and 71% of those "at risk" of homelessness were also part of a family. Additionally, 72% were newly homeless. Based on our volume of Adams County clients within the Family Tree Homelessness Program, we believe these percentages are still relevant today. All of these factors point to the importance of providing much needed housing interventions and housing services to TANF eligible families in Adams County.

Clients come to Family Tree looking for safety, stability, and help with a myriad of barriers preventing them from achieving economic independence. Through the activities described below, Adams County TANF eligible families will be provided a plethora of tools to become stably housed and work towards economic independence.

We plan to address the following purposes of TANF through our proposed program:

1. To provide assistance to needy families so that children may be cared for in their homes or in the homes of relatives; and
2. To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage

The Family Tree Homelessness Program specifically will provide programs and services that will address the TANF purposes. We anticipate screening approximately 200 Adams County families within a one year time period to assess their housing stability. We will prioritize each family's needs and provide referrals to ACHSD and other necessary resources, housing counseling with referrals to shelters, motels, rapid re-housing housing, other affordable housing options, and homeless prevention services. Of the 200 households screened, we anticipate serving 50 Adams County households, as funding allows, with direct assistance including emergency rental, mortgage and utility assistance; initial month's rent and deposit; application fees; credit and background check fees; education and employment services; and other housing related needs, within a one year period. Further, these 50 households will also receive case management and ancillary supportive services. As Adams County clients connect with Family Tree, we would initially provide diversion resources, but should clients need more intensive case management and financial

services, we would enroll them in this program, as capacity allows. The full-time case manager on this project would maintain a full caseload of approximately 20 households at any one given time. As clients graduate from the program, the case manager would assist additional clients up to the 50 households per year.

Proposed Services Detail:

The key components within the program include:

Case Management: Adams County households will receive an in-depth assessment with appropriate referrals for basic, immediate needs, which may include referrals for emergency shelter within Adams County. Further, Case Managers will assess each family's needs and will refer households to ACHSD should the family need assistance with LEAP, food assistance, TANF, and/or other services offered through the Workforce and Business Center (WBC). This will assist families to stay intact and reinforce health and stability, and promote job preparation should the family identify this as one of their goals. Case management will be performed within the client's home, at the Pete Mirelez Human Services Center, or Family Tree's administrative offices, depending on the preference of the client.

Financial Assistance: Adams County households will receive financial assistance for rent, mortgage, deposits, application fees, credit and background check fees, and utilities to prevent homelessness or a return to homelessness. In limited circumstances where a shelter is not an option or a family is temporarily between housing, we will evaluate the use of motel vouchers at an average rate of \$75/ night. Direct assistance will be provided once verification of need has been provided. Family Tree has developed internal processes for establishing need, ensuring safety of housing units, and financial approval. Last fiscal year, we provided nearly \$145,000 in direct financial assistance to Adams County residents.

Education and Employment Counseling: This supportive service assists clients in a one-on-one setting to create education and employment goals unique to each client's interests and skillsets through the program's on-site Education and Employment Program. The coordinator of this program will provide basic job training including resume writing, interview strategies, job searches, methods for job retention, and computer skills. This position will work collaboratively with the Workforce and Business Center (WBC) in Adams County. This service specifically addresses TANF purpose #2.

Housing Navigation: Family Tree employs the Housing First model, recognizing that providing a home is the first step to improving health factors and overall functioning. Family Tree programs utilize this philosophy to help ensure clients meet their goals and ultimately achieve housing stability and self-sufficiency. Further, we have numerous years of experience locating housing under difficult and challenging circumstances. Family Tree administers an internal program called the Tenant-Landlord Connect (TLC), which has expanded our base of affordable housing opportunities with landlords throughout the

entire metro Denver community, including Adams County. Due to our experience with, and knowledge of, the landlord landscape in Metro Denver, we are equipped to help locate housing opportunities for clients, as well as mediate with landlords when clients are housed. Further, we apply a scattered-site housing model, helping keep people within the communities where they have already established roots, ensuring children stay within their school to prevent further disruption to their education. This service addresses TANF purpose #1, which provides assistance to needy families so children can be cared for in their homes or the homes of relatives.

Financial Counseling: An additional tool Family Tree has offered for several years in order to help those move toward self-sufficiency is an overview of basic financial fundamentals, which includes budget management, credit repair, debt reduction, among many other topic areas, through a series of classes called "Kickin' It." This series is specifically designed to strengthen client skills in a variety of topics to ensure housing stability and retention. For clients unable to attend in-office classes, Family Tree Case Managers discuss these topics and provide financial counseling through home-based case management, or can review these topics with clients at the Pete Mirelez Human Services Center. This service specifically addresses TANF purpose #2.

Expected Outcomes:

Family Tree anticipates the following outcomes:

- 80% of Adams County households exiting the program will stabilize and maintain safe, affordable housing
- 70% of Adams County households will receive education/employment services
- 50% of Adams County households will obtain/maintain education/employment

How Eligibility will be determined:

Family Tree will determine TANF eligibility through affidavit of eligibility. Each prospective client will be provided a form with four boxes, indicating TANF eligibility criteria, which they will sign and attest to their eligibility. This form can be viewed in Attachment D.

Program Expertise and Personnel

Linda Barringer, Acting Division Director-Housing and Family Stabilization Services: Linda supervises and supports case management and crisis line staff for the Family Tree Homelessness Program. She has over 20 years' experience in program development and implementation, as well as management for projects serving households experiencing homelessness or those at-risk. She has served on the Metro Denver Homeless Initiative Board and on various community and homeless planning groups including the Adams County Homeless Coalition. Linda will allocate 14% of her time to this project.

Supervisor-Case Management: This position has not yet been hired, however we anticipate they will have at least three years' case management experience, preferably with a Master's in Social Work. This supervisor will support case managers through processing clients' questions and situations when there are particular challenges beyond the level of the case manager. We anticipate 14% of this position's time will be allocated to this project.

Supervisor - Compliance: This position has not yet been hired, however we anticipate this position will have extensive knowledge of grant administration and compliance. We anticipate 14% of this position's time will be allocated to this project.

Debbie Gomez and Kim Silvernail, Hotline Personnel: This includes initial phone and walk-in screening to determine need and eligibility, provide immediate referrals for emergency needs, and receive transfer calls from the Pete Mirelez Human Services Center. Both have over 10 years' experience with Family Tree and the hotline, and oversee training/support of volunteer hotline staff. Both record demographics and relevant information from callers. Debbie is bilingual in Spanish. Hotline personnel allocate 13% of their time to this project.

Bilingual Case Manager: One full-time Spanish Bilingual Case Manager will be added to the project. The Case Manager will be experienced and knowledgeable in assessment of client needs, housing counseling, available Adams County resources and client connections. This position will allocate 100% of their time to this project.

Rita Caldwell, Education/Employment Coordinator: Rita develops and implements education/employment programs for low-income, at-risk households, and establishes/manages relationships with organizations to ensure collaboration and reduction of service duplication. Ten percent will be allocated to this project.

Finance: Jill Farnham, Chief Financial Officer, Shanele Lyons, Controller, Tracy Shirey, Grants Accounting Manager and Juliana Moreno, Finance Coordinator, will provide oversight of all financial aspects/expenditures and ensure budget compliance.

Family Tree does not employ or contract with an illegal alien who will perform work for the program or under this contract. Family Tree will participate in the E-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this proposed program.

Comparable Projects

Project: Housing for Educational Stability and Success (HESS) program. This program is located at 3805 Marshall St., Wheat Ridge, CO 80033. The budget is comprised of \$100,000 in Community Services Block Grant (CSBG) funds, plus security deposit and rental subsidies provided through Tenant Based Rental Assistance (TBRA)/HOME funds.

Experience: The Family Tree HESS program provides housing, case management, and services for families with children experiencing homelessness who are enrolled in Jefferson County Public Schools. This program is a partnership with the Colorado Division of Housing, Jefferson County Public Schools Homeless Liaisons, and Jefferson County Human Services. The program serves families with a household income at or below 30% of the Area Median Income. The purpose is to keep children enrolled in school, prevent future instances of homelessness for families, and ultimately achieve housing, economic and academic stability.

Metrics: Our average monthly caseload for HESS during the 2016-17 fiscal year was 17 households, in which clients received approximately \$124,000 in rental subsidies and \$28,000 in other direct financial assistance. Other services include, but are not limited to: connections to public benefits, car repairs, child care referrals, utilities, domestic violence counseling, educational support/assistance, employment, and financial literacy. HESS program team members evaluate family needs and provide referrals for health services, mental health services, and substance abuse treatment and recovery services.

Demographics: During the 2016-17 fiscal year, HESS clients had an average household size of four and 20% of participants, including children, had a disability. 28% of adults were employed at program entry and only two of the 40 families were not accessing public benefits prior to enrollment. Ethnicity breakdowns are: Caucasian (41%), Hispanic (30%), African American (23%), Native American (2%), Multi-Racial (4%).

Reports: Please see Attachment E for a sample of monthly reports.

Outcomes: This program has been operating for four years.

	2016-17	2015-16	2014-15	2013-14	TOTAL/AVERAGE
Total Families Served	24	33	24	13	70
Outcomes					
At least 90% of HESS families acquire or continue to receive unearned, mainstream benefits within 12 months of enrollment	100%	93%	92%	92%	94%
At least 60% of families improve household income earned and unearned	20%*	60%	60%	77%	54%
At least 80% of families achieve permanent housing	80%	83%	83%	77%	81%
100% of families participate in self-sufficiency program for the first 12 months	100%	100%	100%	100%	100%

**Only one of the five families exiting this program increased their income. One family did not thrive within this program due to severe mental illness and the three other families had disabilities and did not increase their income. However, these four families did leave with Section 8 housing which significantly improves their overall financial status.*

References: Please see the Reference Form included with the application packet.

Appendix Attachment A -Linda Barringer Resume

8232 DEFEW WAY • ARYADA, CO. 80003
303-619-2003

LINDA BARRINGER

SKILLS & ABILITIES

Program Development & Management, Personnel Management, Public Relations and Public Speaking, Customer Service, Data Base Development & Management, Grant Writing, Grant management and compliance, Case Management, Vocational Rehabilitation, Diversity In the Workplace

WORK EXPERIENCE

1996-Present **PROGRAM DIRECTOR** Family Tree, Inc., Homelessness Program Wheat Ridge, Colorado

1993-1996 **CO-OWNER** Naturally Nuts Boulder, Colorado

1991-1993 **WORK CENTER DIRECTOR** Boulder County Enterprises Boulder, Colorado

1986-1991 **WORK STATION SUPERVISOR** Boulder County Enterprises Boulder, Colorado. On location @ Ball Aerospace and IBM

1985 **JOB TRAINER** Colorado Division of Rehabilitation Boulder, Colorado

1975-1981 **DIRECTOR/TEACHER** Boulder College for Living Developmental Disabilities Center Boulder, Colorado

EDUCATION

B.A. Social Work Western Michigan University Kalamazoo, Michigan.
Concentration in Criminal Justice. Graduated Magna Cum Laude. Additional training in time management, customer service, sign language, drug and alcohol rehabilitation, Para Legal studies, Substance Abuse Certification.

Leadership Experience

- Family Tree Homelessness Program - Supported the development and changing climate of the Homelessness Program. Oversee program budget of \$1.8 million in conjunction with Division Director and daily operations for 10 different grants and support staff of 9 and 11 volunteers, interns and AmeriCorp volunteer.
- Guided the Homelessness Program to move towards an inclusive, barrier-free intake protocol culminating in the current use of the Housing First model and Voluntary Services in all housing programs.

- **President of MDHI Board** - Managed budget, navigated board through a very complex time without the advantage of an Executive Director, oversaw search and hiring of Executive Director, served as Board Member for six years.
- **Multiple years of service as MDHI board member and Chair of Point in Time Committee**; spearheaded the formation of the MDHI HMIS committee which resulted in the purchase of a software vendor to create a system used for the first time, statewide. Secured \$500,000 in funding necessary for purchase. Also initiated the "County Networking Events" in conjunction with the MDHI Coordinating Committee resulting in the development of homelessness plans/homelessness groups in all seven Metro Denver Counties.
- **Heading Home** - Initiated the conversion of the original group SHARP into Heading Home, recruited community membership and participation, lead group through the development of the Plan to End Homelessness for Jefferson County, currently serving as Chair to the Heading Home Committee and liaison to the CYLC.
- **25 Cities** - Contributed to the development of the Coordinated Assessment platform for the Metro Area, implementation of the Navigator position including negotiations for funding, implementation of the VI-SPDAT tool across Jefferson County and the housing of over 200 chronically homeless people.
- **Successfully developed a Supportive Housing Toolkit presentation** with Adams County Housing Authority for the future development of a collaborative housing project in Adams County. Currently a partner with Herman & Kittle for LITHC project in Lakewood.
- **Assisted in the development and implementation of the Supportive Services for Veteran Families (SSVF)** in partnership with VOA and TANF Stable Families (TSF) programs in partnership with Adams County Human Services. Currently working with Boulder County to establish partnership to serve families defunded under last SuperNoFA. Coordinated with Douglas County to provide outreach services to persons experiencing homelessness.
- **Considered by many in the Metro Denver community as an expert on homelessness and a spokesperson for the CoC.**
- **Provided expertise and consultation to the Continuum of Care (CoC)** in implementing the HPRP (4.3 million dollars of funding) and Emergency Solution Grants (ESG) Programs across the CoC. Created the Barriers to Housing Matrix with Dr. Scott Strong (VA) in use across the CoC.
- **Spearheaded the development of the Tenant Landlord Connection**; recruited team members to recruit landlords and improve landlord relations; consulted nation-wide as a best practice model and pilot for current CoC

landlord recruitment campaign.

- Created and facilitate the 5th Tuesday event for team building, program evaluation, outcome analysis and evaluation, and team retreats.
- **Weekly Team Meeting** - Lead a 2 hour team meeting weekly to provide information, review budget/grant concerns and goals, and establish policies and protocols for the Homelessness Program.
- Established a solid diverse team of committed personnel with good staff retention in conjunction with the current Division Director.
- Developed the Homelessness 101 training for staff and volunteers of Family Tree.
- Developed and monitor a budget of 1.8 million dollars in collaboration with the Division Director.
- HUD and grant management expertise.

Significant Accomplishments

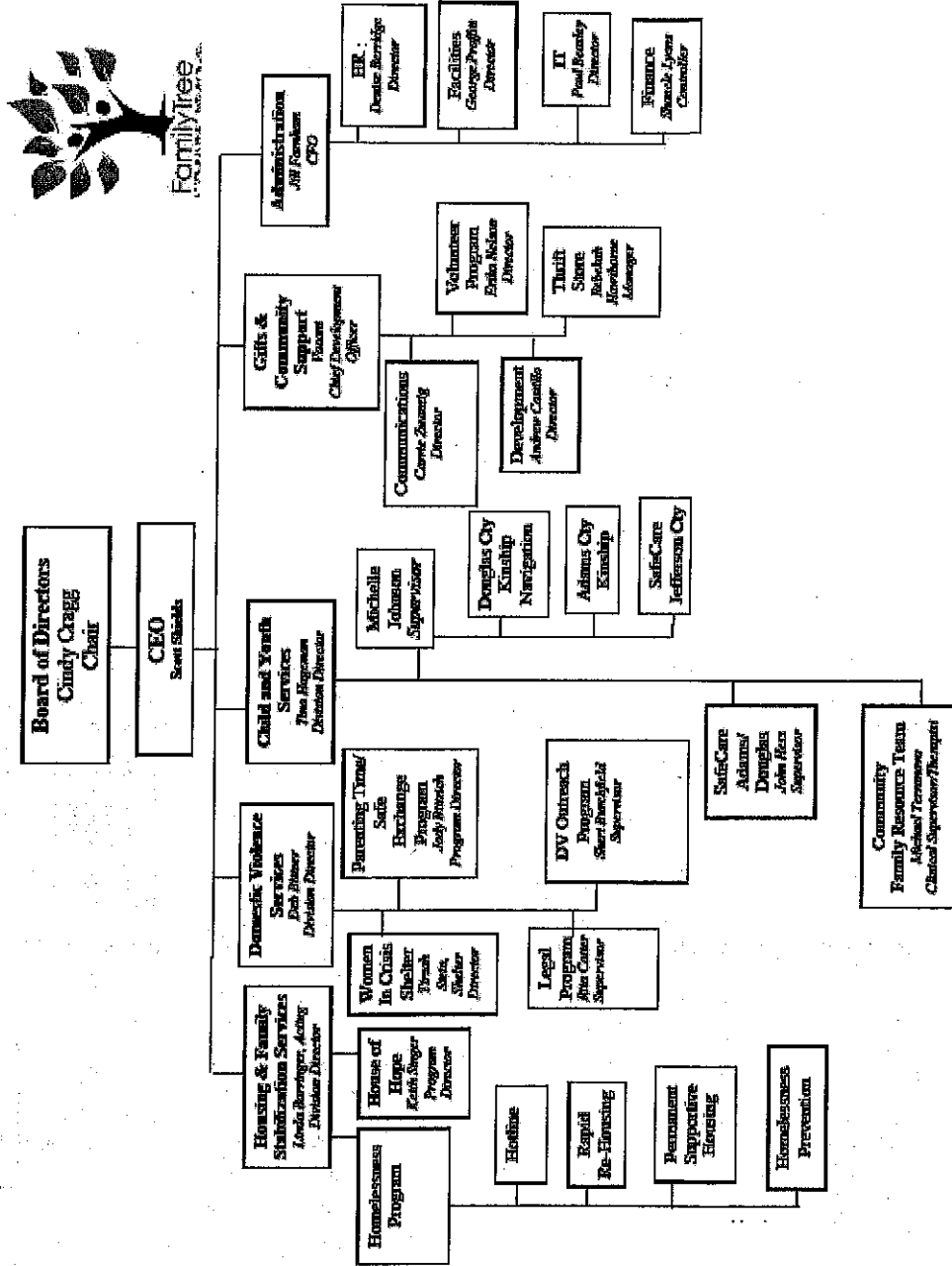
- Instrumental in securing funding for the permanent supportive housing, prevention assistance and rapid rehousing for persons experiencing chronic homelessness, victims of domestic violence, first-time homeless and households needing short-term assistance.
- **Heading Home**-Facilitated the development of a viable ten year planning group making strides in the Jeffco community towards ending homelessness through severe weather programs, community collaboration, Plan to end Homelessness, VI-SPDATs in jail and probation, collaboration with all partners including service providers, law enforcement, faith and business community, Human Services and other mainstream providers.
- **25 Cities**-As a member of the Community Design Team contributed to the development of Coordinated Assessment protocol; lead the Case Conference portion of the process. Contribute HUD expertise.
- Annually teach Diversity, Disability Awareness and Cultural Sensitivity class to high school students for last 10 years.
- Secured and implemented Statewide HMIS and sharing module.
- Known in community for developing Best Practices with landlords.
- Mentoring exemplary employees who have remained vital to the work of Family Tree for several years.
- Brought inclusiveness changes to the department in both the staff and for clients accessing Family Tree programs to increase diversity and ensure everyone is respected.

- Brought customer service training from University of Dallas for all Family Tree employees and implemented customer service standards.
- Converted sheltered workshop to community employment for persons with Developmental Disabilities.

Awards, Honors and Membership

- Hearts in Action: International Women's Day "Amazing Women" Award
- MDHI Outstanding Service Award
- Family Tree Wellness Committee
- Family Tree Safety Committee
- Presenter at Colorado Housing Now Conference
- Presenter at Power of Partnership Conference
- Presenter at Metro Mayors Caucus

Attachment B - Family Tree Organizational Chart



Last updated January 2018

Attachment C - Family Tree Organizational Budget

Family Tree, Inc.
Annual Operating Budget
Fiscal Year Ending June 30, 2018



REVENUE

Government Grants	\$ 3,579,392
Foundation Grants	453,692
Mile High United Way	125,000
Individual & Corporate Contributions	505,264
Special Events, net	119,250
Total Contributions & Government Grants	4,782,598
Program Service Fees	1,775,148
Merchandise Sales	299,424
Rental & Other Income	89,542
TOTAL REVENUE	6,946,712

EXPENSES

Compensation

Salaries & Wages	3,867,094
Payroll Taxes & Benefits	753,472
	4,620,566
Staff Related (Travel, Staff Development, Recruitment, Meetings)	127,269
Program Costs (Rent & Other Client Assistance, Food, Condonat Sues)	1,257,657
Occupancy	320,393
Office Costs (IT & Office Supplies, Phone, Printing, Postage)	160,019
Other (Contract Services, Dues, Volunteers, Advertising)	211,433
Depreciation	101,232
TOTAL EXPENSES	6,798,569
CHANGE IN NET ASSETS	\$ 148,143

Attachment D - Affidavit of Eligibility



Family Tree Affidavit of Eligibility

Family Tree will determine TANF eligibility through affidavit of eligibility. Each prospective client will be provided the table below to indicate TANF eligibility criteria, which they will sign and attest to their eligibility.

I, (print name) _____, hereby attest to the following information:

TANF Eligibility Guidelines	
Please initial below to verify this statement for your household	
The household must have at least one dependent child under the age of 18 living in the household.	
The household must have annual household income below \$75,000.	
The household must verify that household members are citizen(s) or legally documented permanent resident(s) of the United States, or lawfully present in the United States.	
The household must be either currently homeless or at risk of losing its housing, and must lack the financial resources and support networks needed to obtain immediate housing or remain in its existing housing without assistance.	

Client Signature _____

Family Tree Staff Signature _____

Date _____

S:\Grants\Housing and Family Stabilization Services\1- Homelessness Programs\Adams County Housing TANF\2017-2018 Adams County Housing TANF\TANF Eligibility Form for 2018 Adams County Program.doc

Attachment E - HESS Monthly Report Sample

MWHS - Housing

First Name	Last Name	Household Size	Head of Household Gender	Security Deposit	Actual Monthly Rent	Housing Assistance Payment	Utility Assistance Payment	Tenant Rent Contribution	Number of Bedrooms	Moved In	Moved Out	City of Residence	Living In Affordable Housing?	Units Avail %	Compliance W/ Sec. 8 Housing Rules?	FT Record Current HH Income	Notes & Reason(s) for Change
Angela		4	F	\$1,285	\$1,285	\$1,285	\$0	\$43	3	11/01/16		Lakewood	yes	85%			
Laura		10	F	\$0	\$2,100	\$2,021	\$220	\$429	5	11/01/16		Lakewood	yes	97%			social income & date & 15 years prior
Danitra		4	M	\$1,180	\$1,256	\$1,254	\$49	\$22	2	11/09/16		Wheat Ridge	yes	95%			
Cynthia		3	F	\$1,160	\$1,160	\$105	\$42	\$975	2	11/01/18		Edgewater	yes	95%			
Tia		5	F	\$0	\$1,775	\$1,297	\$50	\$478	3	01/24/17		Lakewood	yes	86%			

5/11/2017

Family Tree - Employment

First Name	Last Name	Household Income at Admit Date	Client Reported Exit Household Income*	Notes & Reason(s) for Change*
Angela		\$6,732		
Laura		\$21,492		
Damian		\$0		
Cynthia		\$4,800		
Tia		\$23,049		

Family Tree - Case Management

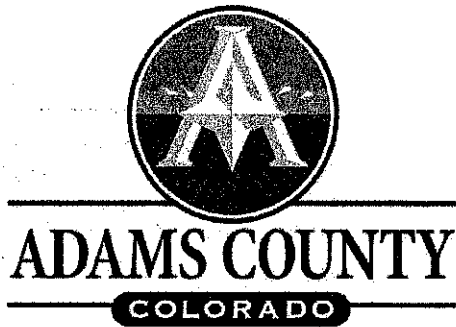
First Name	Last Name	Child Support?	SNAP Participation?	Enrolled or Completed Higher Education Program?	Enrolled or Completed Internship?	Transition to Safe, Permanent Housing Environment?*	Notes & Reason(s) for Change
Angela		N	Y				
Laura		Y	Y				
Damian		N	Y				
Cynthia		N	Y				
Tia		N	Y				

Jeffco Public Schools - Academics

Parent/Guardian First Name	Parent/Guardian Last Name	Student	School (current)	80% School Attendance Y/N? (Spring 2017 Semester as of 4/17)
Angela		Donovan	Lakewood	Y
		Mackenzie	Slater (as of 4/17)	N
		Edwin	Slater (as of 4/17)	N
Laura				
Damian		Dameon	Everitt MS	N
		Dalven	Kullstrand Elementary	Y
		Jamie	Kullstrand Elementary	Y
Cynthia				
Tia		Ja'Quise	Eber	Y
		Ja'Veion	Eber	Y

Jeffco - TANF

First Name	Last Name	Receiving TANF?	TANF Career & Family Coordinator	Notes & Reason(s) for Change
Angela		Y	Amber Derryberry-Lesher	volunteering as she has exhausted all available job search hours
Laura		N		I don't see any open cases
Damian		N		I don't see any open cases but he has a fairly common name
Cynthia		N		No open cases
Tia		Y	Amber Derryberry-Lesher	working on GED and possible employment



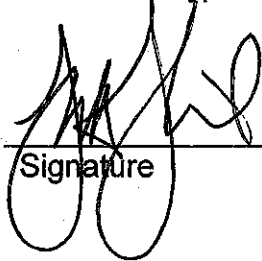
Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
2018-315
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Family Tree, Inc.
Contractor Name

Scott Shields
Printed or Typed Name

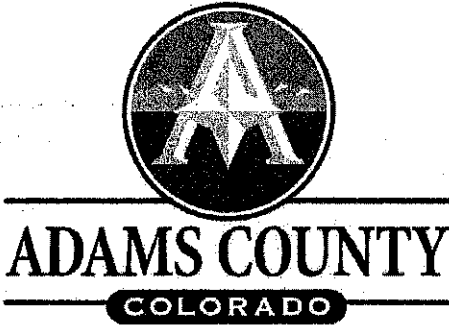


Signature

Chief Executive Officer
Title

02/08/2018
Date

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



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
2018-315
CONTRACTOR'S STATEMENT

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

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): None

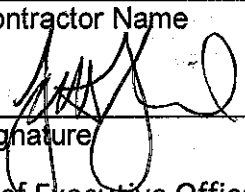
Family Tree, Inc.	02/08/2018
Contractor Name	Date
	Scott Shields
Signature	Printed Name
Chief Executive Officer	
Title	
3805 Marshall Street	
Address	
Wheat Ridge, CO 80033	Jefferson
City, State, Zip Code	County
303-403-5888	303-422-5707
Telephone	Fax
sshields@thefamilytree.org	
Email	

EXHIBIT A

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2018.315 Scope of Work



EXHIBIT A

Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: Tuesday, January 9, 2018

RFP Number: RFP-HE-2018-315

RFP Title: **HOUSING SERVICES**
Temporary Assistance for Needy Families (TANF)

Pre-Proposal Meeting: Not Applicable

RFP Questions Due: Wednesday, January 17, 2018 by 2:00 p.m. (MT)

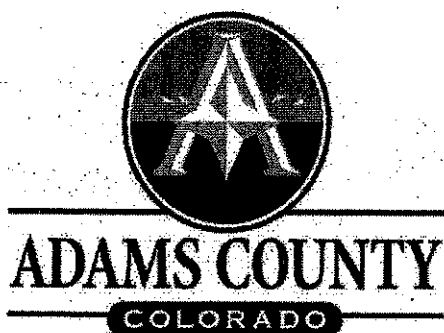
Proposal will be received until: Tuesday, February 13, 2018, 4:00 pm (MT)
4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

Goods or services to be delivered to or performed at: Adams County Human Services
Department

For additional information please contact: Heidi Ellis, Contract Specialist II
720-523-6053
Email Address: hellis@adcogov.org

Documents included in this package:

- Proposal Instructions
- General Terms and Conditions
- Scope of Work (SOW)/ Specifications
- Pricing Form
- Submission Check List
- Statement of No Proposal
- Contractor's Certificate of Compliance
- Contractor's Statement
- Reference Form
- Term of Acceptance Form
- Appendix A – Sample Agreement



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
2018-315
PROPOSAL INSTRUCTIONS

1. **PURPOSE/BACKGROUND:** Adams County Board of Commissioners (BOCC) through its Purchasing Division of the Finance Department is seeking proposals from qualified organizations to assist Adams County Human Services Department by providing services for low income families through the Temporary Assistance to Needy Families (TANF) program in accordance with the Colorado Works Program Act §§ 26-2-701, et seq., C.R.S.
2. **SUBMISSION OF PROPOSALS:** The proposal must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:

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

Hand Deliveries accepted:

Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: Heidi Ellis, P.H.M.
Contract Specialist II
RFP-HE-2018-315

ATTN: Heidi Ellis, P.H.M.
Contract Specialist II
RFP-HE-2018-315

The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for **HOUSING SERVICES - Temporary Assistance for Needy Families (TANF)**.

3. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>

3.1. Interested parties must register with this service to receive these documents.

4. **TERM OF AGREEMENT:** This is a one year agreement with the option of two one year renewals.

4.1. **OPTION TO RENEW FOR TWO (2) SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted by the Contractor in its Proposal shall prevail for the term of the Agreement, at which time the County shall have the option to renew the Agreement for two (2) subsequent one year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial Agreement.

Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

5. CONTRACTUAL OBLIGATIONS

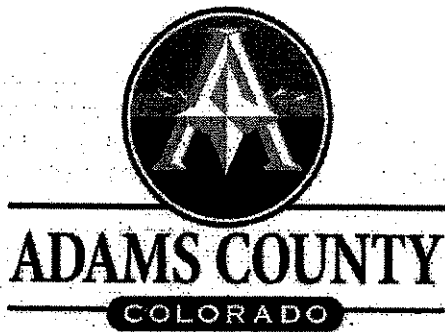
- 5.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 5.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.3. If a formal Agreement is required, the Contractor agrees and understands that 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.
- 5.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 5.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 5.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 5.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

6. PRE-PROPOSAL MEETING AND WALK-THROUGH IS: *Not Applicable*

7. **METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County. *The County reserves the rights to award multiple agreements from this solicitation.*

- 7.1. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.
- 7.2. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.
- 7.3. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Heidi Ellis, Contract Specialist II, Purchasing Division, Adams County, hellis@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
8. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
9. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
10. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.
11. BUDGET: Budget will not be disclosed.
12. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
2018-315
GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

2. **CONTENTS OF PROPOSAL**

2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:

2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.

2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.

3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make

available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. 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 Response.

4. **Colorado Open Records Act:** All documentation submitted in response to this solicitation 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"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this solicitation process.

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.

- 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

- 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

- 5.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

5.2. PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION

5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.2.1. Federal Identification Number: 84-6000732

5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL

6.1. Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The Contractor's Statement of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return the original cover page of the Solicitation, its Proposal may be invalid and may not be considered.

- 7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark.
- 7.1.4. Unit prices shall be provided by the Contractor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 7.1.5. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.6. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission of the Proposals is due.

7.2. SUBMISSION

- 7.2.1. The Proposal shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 7.2.2. Each Proposal must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Proposal non-responsive.
- 7.2.3. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.
- 7.2.4. Proposal must be submitted in the format supplied and/or 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.
- 7.2.5. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 7.2.6. Contractors, which qualify their Proposal by requiring alternate Contractual terms and conditions as a stipulation for Agreement award, must include such alternate terms and conditions in their Response.

The County reserves the right to declare a Contractor's Proposal as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

8. LATE PROPOSALS

- 8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.

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:

RFP-HE-2017-383 HOUSING SERVICES-Temporary Assistance for Needy Families (TANF).

- 8.3. 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 Board of County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 9.1. **MODIFICATIONS TO PROPOSALS:** Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

9.2. WITHDRAWAL OF PROPOSALS

- 9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

- 9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

- 10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:

- 10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;
- 10.1.2. Re-advertise this Solicitation;
- 10.1.3. Postpone or cancel the process;
- 10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or

- 10.2. REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:

- 10.2.1. The Contractor misstates or conceals any material fact in its Proposal;
- 10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;
- 10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
- 10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or
- 10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

- 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

- 11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
- 11.5. 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.

12. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.

13. AWARD OF SOLICITATION: The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
2018-315
SCOPE OF WORK

I. INTRODUCTION

Adams County Board of Commissioners (BOCC) through its Purchasing Division of the Finance Department is seeking proposals from qualified organizations to assist Adams County Human Services Department by providing services for low income families through the Temporary Assistance to Needy Families (TANF) program in accordance with the Colorado Works Program Act §§ 26-2-701, et seq., C.R.S.

II. REQUIRED DOCUMENTATION: *Not Applicable*

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.
Failure to provide required information may deem your submittal non-responsive.

SUBMISSION OF PROPOSALS: ONE (1) ORIGINAL hardcopy, Three (3) COPIES, and ONE (1) electronic ORIGINAL (USB or CD-single PDF document), must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation. Proposal should not exceed **thirteen (13) pages** for the technical proposal, **excluding** the RFP required pages. Failure to submit the required number of copies may deem the Contractor non-responsive.

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE PROPOSAL SUBMITTAL ENVELOPE.

Electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.

1. Provide submittal without reference to Adams County logo or company logo.
2. Label cover of Original submittal.
3. Submit proposal in a tab format.
4. Table of Contents – Include a clear identification of the material by section and by page number, i.e. Mandatory Requirements section, etc.

List the specific costs for the proposed project. Contractors should consider if fees should be based on a fee-for-service basis instead of including staff time for a specific position in the fee schedule. Additionally, Contractor should consider if a pro-rata share of service should be calculated instead. For instance, if the Contractor is proposing general support for a homeless shelter, the Contractor may want to calculate the cost of providing the shelter then calculate the pro-rata share that serves TANF eligible families that live in Adams County not covered by another funding source. If this method is used, the Contractor must provide the calculation methodology used to determine the pro-rata share as an attachment to the proposal.

VIII. Invoice Billing

Contractor must submit detailed invoices to the Project Manager for the previous month of service by the 7th of the month or the following business day is the 7th is on a holiday or weekend. Invoices and reports will be required to be submitted at the same time. Offeror must submit detailed monthly invoice billing statements that include; the dates and types of services and items provided, and from which line in the fee schedule each purchase/cost has been made (e.g. personnel, supplies, travel, etc.)

Invoices must report actual hours of staff time worked for each direct service personnel line in the fee schedule (reporting of hours of personnel time is not required for staff time that is part of administrative cost). The County will only pay for direct service staff time actually worked to provide services for TANF eligible families and individuals in Adams County, even if a staff person is designated as 100% dedicated to services provided within the agreement in the fee schedule.

IX. Hours of Work

The County's normal work hours at the site are from 7:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

X. Supplemental Federal Provisions (FFATA) - Section following this page

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

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

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

1.1.1. Grants;

1.1.2. Contracts;

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

1.1.4. Loans;

- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award does *not* include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
- 1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet website may be found at: <http://fedgov.dnb.com/webform>.
- 1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;
- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. "Executive" means an officer, managing partner or any other employee in a management position.
- 1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
- 1.9. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

- 1.10. "Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. "Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.
- 1.12. "Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
- 1.13. "Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. "System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. "Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;**
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights,** using the dollar recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans,** not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;**
 - 1.15.5. Above-market earnings on deferred compensation** which is not tax-qualified;
- 1.16. "Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

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

3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.

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

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

4. Total Compensation. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1. The total Federal funding authorized to date under this award is \$25,000 or more; and

4.2. In the preceding fiscal year, Contractor received:

4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

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

5. Reporting. Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act.

No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price.

The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. Effective Date and Dollar Threshold for Reporting. The effective dates of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

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

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

- 7.1.1 Subrecipient DUNS Number;
- 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;
- 7.1.3 Subrecipient Parent DUNS Number;
- 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.

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

- 7.2.1 Subrecipient's DUNS Number as registered in SAM.
- 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

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

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

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

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