

**ADAMS COUNTY, COLORADO  
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 28 day of May 2013, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Denver Children's Advocacy Center, located at 2149 Federal Blvd. Denver, CO 80211 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 2013.090 for Adams County Head Start Mental Health Services and the Contractor's response to the RFP 2013.090 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

**3. TERM:**

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: Thirty Thousand Dollars (\$30,000.00) per school year.

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In

the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

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

6. **NONDISCRIMINATION:**

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

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

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

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

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

8.1.1. Each Occurrence: \$1,000,000  
8.1.2. General Aggregate: \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to 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, comprehensive automobile liability, and professional 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 coverages or policies required under this Agreement.

## 9. TERMINATION:

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

## 10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. 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:

Department: Adams County Head Start  
Contact: Monica Lujan  
Address: 7111 East 56th Avenue  
City, State, Zip: Commerce City, Colorado 80022  
Phone: 303-286-4123  
E-mail: mlujan@adcogov.org

Department: Adams County Purchasing  
Contact: Jennifer Tierney  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6049  
E-mail: jtierney@adcogov.org

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

Contractor: Denver Children's Advocacy Center  
Contact: Gizane Indart  
Address: 2149 Federal Blvd  
City, State, Zip: Denver, CO 80211  
Phone: 303-825-6087  
E-mail: gizane@denvercac.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. CHANGE ORDERS OR EXTENSIONS:**

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

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

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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

**Jim Robinson**  
**County Administrator**

*Jim Robinson* Chair      6/6/2013 Date

**DENVER CHILDREN'S ADVOCACY CENTER**

*[Signature]* Signature      5.28.2013 Date

GIZANE INDIRT Printed Name      EXECUTIVE Director Title

**Attest:**

Karen Long, Clerk and Recorder

\_\_\_\_\_  
Deputy Clerk

Approved as to Form:

*[Signature]*  
Adams County Attorney's Office

**NOTARIZATION:**

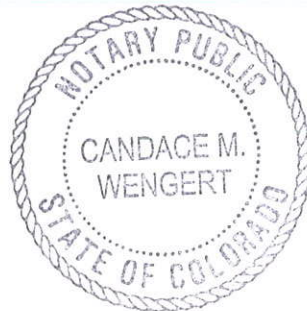
COUNTY OF Denver )

STATE OF Colorado )SS.

Signed and sworn to before me this 28 day of May, 2013,

by Gizane Indart,

Candace M. Wengert  
Notary Public



My commission expires on: 01.26.2015

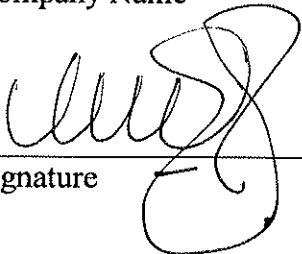


**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

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:**

DENVER CHILDREN'S Δ. CENTER                      5.28.2013  
Company Name    Date

  
\_\_\_\_\_  
Signature

GIZANE INABRT  
Name (Print or Type)

EXECUTIVE DIRECTOR  
Title

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

“EXHIBIT A”

1. The Adams County Board of Commissioners by and through its Purchasing Manager is accepting proposals for Mental Health Service for Head Start.

**All RFP, Bid, Addendum or other documents related to this RFP will be posted on the Rocky Mountain Bid System at:**

**[http://www.govbids.com/scripts/co1/public/home1.asp?utm\\_medium=referral&utm\\_source=ADA84CO&utm\\_campaign=web\\_site](http://www.govbids.com/scripts/co1/public/home1.asp?utm_medium=referral&utm_source=ADA84CO&utm_campaign=web_site) unless otherwise noted by the Purchasing Office.**

- 1.1. Vendors must register with this service to receive these documents.
  - 1.2. This service is offered free or with an annual fee for automatic notification services.
  - 1.3. The term of the solicitation will be from August 1, 2013 through August 1, 2014. The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners
2. Written questions may be submitted through April 23, 2013. All questions are to be submitted to Ms. Jennifer Tierney, Purchasing Agent by E-mail at [jtierney@adcogov.org](mailto:jtierney@adcogov.org).
  3. An addendum to answer all questions will be issued no later than 4 p.m. April 25, 2013.

#### **4. Proposals**

- 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Manager, Adams County Government Center, 4430 South Adams Parkway, Brighton, Colorado, 80601, up to **2:00 P.M.** May 2, 2013, at this time the names of the companies submitting proposals will be read out loud. The proposal opening time shall be according to our clock. Proposals may be mailed or delivered in person, but must be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.
- 4.2. The proposal must be submitted on a CD in PDF Format. Brochures or other supportive documents may be included with the proposal narrative.
- 4.3. The two proposal signature pages “**CONTRACTOR’S CERTIFICATION OF COMPLIANCE**” Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the “**PROPOSAL FORM**” acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the last two pages of the RFP.

- 4.4. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 4.5. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 4.6. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.7. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.
- 4.8. The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside: **Mental Health Services 2013.090**
- 4.9. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.
- 4.10. Proposals must be furnished in the format described by Adams County. Failure to proposal in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.11. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.12. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 4.13. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award proposals to the lowest and most responsive and responsible offeror, and may require new proposals.

- 4.14. 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.
  - 4.15. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
  - 4.16. If a formal contract is required, the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.
5. Adams County is an Equal Opportunity Employer.
6. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 6.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
    - 6.1.1. Each Occurrence \$1,000,000
    - 6.1.2. General Aggregate \$2,000,000
  - 6.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
    - 6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
    - 6.2.2. Personal Injury Protection Per Colorado Statutes
  - 6.3. Workers' Compensation Insurance: Per Colorado Statutes
  - 6.4. 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:
    - 6.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
    - 6.4.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
    - 6.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
  - 6.5. 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.

- 6.6. 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.
- 6.7. 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.
- 6.8. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 6.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 6.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 6.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 6.12. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
- 6.13. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 6.14. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
7. 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.

8. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
  - 8.1. 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.
  - 8.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 8.3. 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.
  - 8.4. 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.
  - 8.5. 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.
  - 8.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - 8.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

- 8.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.
9. Adams County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.

### **End General Information**

10. **Goal:** All children enrolled in the Adams County Head Start (ACHS) Program will have access to mental health services as required by the Head Start Revised Program Performance Standards 1304.21 (see attachment).

### **11. Scope of Services:**

- 11.1. Contractor shall provide the following services:
  - 11.1.1. Ongoing group teacher/staff training
  - 11.1.2. Teacher consultation as needed
  - 11.1.3. Coaching/Modeling in the classroom as needed
  - 11.1.4. In classroom skill building services to children
  - 11.1.5. Ongoing evaluations, assessments and observations
  - 11.1.6. Individual observations as needed
  - 11.1.7. Parent education and consultations as needed
  - 11.1.8. Participate in support services meetings
  - 11.1.9. Home Visitations as needed
  - 11.1.10. Support Groups for Parents
  - 11.1.11. Participate in monthly collaborative team meetings
  - 11.1.12. Participate in meetings for children with Individualized Education Plans as needed  
Conduct presentations/workshops for parents on child development and mental health.
  - 11.1.13. The tracking and reporting of services provided by the mental health consultant.
- 11.2. Contractor provides at least (1) licensed therapist to provide service to Head Start children and families. Adams County prefers to have a bi-lingual licensed therapist.
- 11.3. Contractor ensures a licensed mental health therapist exercises proper supervision practices in the case an unlicensed consultant renders services to Head Start staff, children and families.
- 11.4. Shall provide services to ACHS centers and the home-based option.
- 11.5. Shall provide teacher classroom consultations, observations, inter-agency or external referrals, and individual teacher training from August through May as requested.

- 11.6. Shall provide case consultation to include leading the development of individual behavior plans, as needed.
- 11.7. Shall provide group teacher\staff training as needed and requested.
- 11.8. Shall make the services listed in Section 2 available to staff, parents/guardians and children served by each Head Start site.
- 11.9. Shall concentrate on the needs of the children and families enrolled.
- 11.10. The services shall be coordinated through the ACHS Support Services Coordinator and Health and Family Services Manager.
- 11.11. Billing shall be sent monthly to the appropriate agency along with ACHS provider's sign-in form.
- 11.12. Contractor shall obtain an authorization for release of information from the caregiver(s) in order to share information with Adams County Head Start to coordinate services and support the goals of the family.
- 11.13. Contractor will provide ACHS Support Services Coordinator with monthly center reports within specified deadlines and notes (general) which will include but not limited to: classroom and individual children consultations, children's progress notes, classroom management strategies, and center meetings.
- 11.14. Contractor will provide tracking of referrals and services for the yearly Head Start Program Information Report and while honoring the confidentiality of client families.
- 11.15. Shall provide home visitations and parent consultations as needed.
- 11.16. Shall attend to center collaborative team meetings and provide support to parents/staff.
- 11.17. Shall offer a flexible schedule to accommodate program needs to include attending meetings, working daytime and some evenings. The work will be for approximately 15 hours per week to supplement the services of the county's primary vendor.
- 11.18. Contract shall be conveniently located to provide service to the following centers:

Head Start Administration Office Sunshine Center 7111 East 56 <sup>th</sup> Avenue, Commerce City, CO 80022 Phone: 303-286-4141 Fax: 303-286-4130	Brighton Center 1931 East Bridge, Brighton, CO 80601 Phone: 303-659-2270 Fax: 303-655-9322	Creekside Center 9189 Gale Blvd. Thornton, CO 80260 Between bldg. 13&17 off Lipan Phone: 720-540-4836 Fax: 720-540-4835
Little Sailors Center 11840 Delaware Court Northglenn, Co 80234	Mapleton Early Learning Center Adventure Elementary at	Rainbow Center 8401 Circle Drive Westminster, CO 80030



Phone: 303-254-6398 303-254-6327 Fax: 303-254-6403	Western Hills 7700 Delta street Denver, CO Phone: 303-853-1410 303-853-1184 303-853-1160	Phone 303-428-6477 Fax: 303-430-9419
Stars Early Learning Center 5650 Bowen CT Commerce City CO 80022	Little Stars Center 3990 West 74 <sup>th</sup> Avenue Westminster, CO 80030 Phone: 303-427-2139 Fax: 303- 427-2139	Home Base / Hippy Option @ Brighton Center 1931 East Bridge, Brighton, CO 80601 303-655-9125 Fax: 303-655-1846 FCS: 303-655-8432 Home Visitors: 303-655-9126

12. All Proposing Firms must be willing to sign the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Cover Transactions attached as Exhibit "A".

13. **PROPOSAL SUBMITTALS, CONTRACTOR SHALL PROVIDE IN PDF FORMAT**

4.1 Company Overview and Qualifications

4.1.2 Describe the qualifications of your company. Include at a minimum, the following information. Include other information as you see fit:

- 4.1.2.1 Company background, including total number of years in business.
- 4.1.2.2 Minimum of 3 references, at least one with a Head Start
- 4.1.2.3 Pricing

4.2 Evaluations will be based on the following criteria;

- 4.2.1 Price
- 4.2.2 References
- 4.2.3 Bi-lingual
- 4.2.4 Overall proposal, capability to meet the scope of work
- 4.2.5 Location of Facility, assessable to Adams County Facilities:

**14. CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

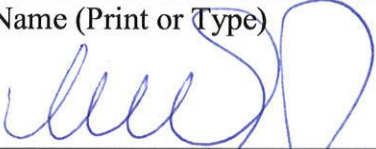
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the Basic Pilot Program, (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security), in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

CONTRACTOR:

Denver Children's Advocacy Center  
Company Name

05.28.2013  
Date

Gizane Indart  
Name (Print or Type)

  
Signature

Executive Director  
Title

Note: Registration for the Basic Pilot 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.

## EXHIBIT A

### Instruction for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participant in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor's (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the DOL without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Cover Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211.)

**(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE IN INTEGRAL PART OF THE CERTIFICATION)**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: Violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/-proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gizane Indart executive director

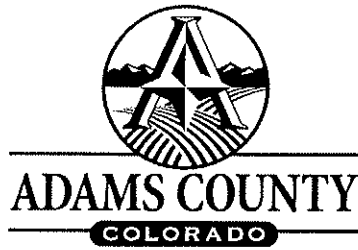
Name and Title of Authorized Representative



Signature

5.28.2013

Date



**PROPOSAL FORM  
ADAMS COUNTY HEAD START MENTAL HEALTH SERVICES RFP**

**VENDOR'S STATEMENT**

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

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Amount Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_  
If None, Please write NONE.

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



Denver Children's  
Advocacy Center

p: 303.825.3850  
f: 303.825.6087  
toll free: 800.644.3850

2119 Federal Boulevard  
Denver, CO 80211  
www.DenverCAC.org

*Providing a continuum of care  
for traumatized children  
and their families.*

May 1, 2013

Ms. Jennifer Tierney, Purchasing Agent  
Adams County Government Center  
4430 South Adams Parkway  
Brighton, CO 80601

**Re: Adams County Head Start Mental Health Services  
RFP 2013.090**

Dear Ms. Tierney:

Denver Children's Advocacy Center (DCAC) is pleased to provide a proposal to provide mental health services for Adams County Head Start programs in line with the stated goal:

*All children enrolled in the Adams County Head Start (ACHS) Program will have access to mental health services as required by the Head Start Revised Program Performance Standards.*

## **OVERVIEW OF DENVER CHILDREN'S ADVOCACY CENTER**

### **Mission and History**

DCAC works to improve the lives of children traumatized by sexual abuse and violence—as well as those who are at high-risk—with prevention, education and direct services. Our mission is to prevent abuse, strengthen families, and restore childhood.

We achieve this mission by providing a continuum of care which includes prevention programs, forensic interviews, assessment, mental health treatment, and family support in a safe, trusting environment.

DCAC has been in business for 18 years. It was founded in 1995 in response to a needs assessment conducted with more than 300 professionals from Denver's city and county agencies. The survey confirmed that child victims of abuse, neglect and violence "fell through the cracks" among investigators, prosecutors, human services and mental health agencies, and that the many separate interviews by different agencies only added to their trauma. DCAC was created as a separate, neutral entity that would work closely with, but not be housed in or directly affiliated with, any city agency.

In August 2004, DCAC, the Denver Police Department (DPD), Denver Department of Human Services (DDHS), and the Denver District Attorney's Office, signed a Memorandum of Understanding (MOU) for DCAC to conduct forensic interviews or

evaluations where sexual abuse was suspected by a person in a position of trust. The agencies formed a multidisciplinary team (MDT) which was coordinated by DCAC.

Since then, DCAC has built a reputation for working successfully with high-risk families and our mission has steadily expanded from forensic interviews and mental health treatment to include a growing focus on community education, training for professionals, and school-based abuse prevention/healthy child development programs.

### **Guiding philosophy**

At DCAC, we operate under two core principles:

- We are the first responders to reports of child abuse in the Denver metro area—our staff are on call 24 hours a day/365 days a year to provide crisis management for child victims and their families and to support our colleagues in the Denver Police Department, Denver District Attorney's Office, the Denver Department of Human Services, and Denver Health.
- Children and their needs are at the center of our work—our partners on the multi-disciplinary team—police, prosecutors, social workers and medical staff—come to DCAC to mitigate the child's trauma and to ensure integration of services along our continuum of care

Our goals are to

- meet the child's complete health, mental health and welfare needs
- prevent abuse and violence through education and outreach
- break the cycle of abuse and violence by engaging the family as a whole
- ensure that every at-risk child in Denver and surrounding counties who has been traumatized by neglect, abuse and violence receives immediate, compassionate and effective intervention

### **Programs**

DCAC's programs fall along a continuum of care from the prevention of abuse to state-of-the-art assessment and treatment for the most complex cases of child trauma. DCAC primarily serves low-income high-risk children and their families although our high quality programs are available to all children and families. In 2012, we served 3,393 people across our continuum of care, an increase of more than 700 over 2011. This does not include the 2,677 professionals and community members trained, a significant increase over the 2,000 trained in 2011.

We strive to meet the needs of all traumatized children, as well as those at risk for abuse, but we specialize in serving very young children and those from Latino and Spanish-speaking families. More than half of the child victims of abuse treated at DCAC last year were from Latino families; 133 children received Spanish-speaking services and

many more of their parents and caregivers received bilingual family support services. More than one third of the victims served were ages 1-6. Our prevention programs overwhelmingly serve low-income Latino families, approximately half of whom receive bilingual services.

**DCAC's four primary programs are:**

Prevention Program-Denver Safe from the Start  
The Forensic Interview Program  
The Child and Adolescent Assessment and Treatment Program  
Professional Training and Community Education Program

**Prevention Program-Denver Safe from the Start**

Prevention is at the heart of our programming. DCAC has a stellar reputation for providing assessment and mental health treatment for child victims of abuse from fractured and fragile families and strengthening those families to prevent the abuse from re-occurring. However, our goal is to eventually stop abuse from occurring in the first place, and we are focusing an increasing amount of our resources into prevention. Denver Safe from the Start works with pre-schools and elementary schools serving large populations of high-risk children and families in low-income, resource-poor neighborhoods. The program is unique in its three-fold focus on prevention education for teachers, parents and children and has research-based results to show that we are helping high-risk families to protect their children from sexual abuse and violence. DCAC was one of only six organizations chosen by the Department of Justice as a nationwide demonstration site. In addition to a documented improvement in parents' ability to protect and support their young children, this program has allowed us to identify children in urgent need of medical or dental attention, enroll them in health insurance programs, and ensure they find a medical home. **In 2012, 1,566 children, 131 parents, and 88 teachers participated in Denver Safe from the Start.**

**Forensic Interviews**

DCAC leads the multi-disciplinary team that responds to allegations of child sexual abuse and in cases where children have witnessed homicide or acute violence. The program operates under an agreement with the Denver Police Department, Denver District Attorney's Office, Denver Department of Human Services, and Denver Health. Child victims are interviewed by DCAC's highly qualified, neutral forensic interviewers, in warm, welcoming child-friendly facilities that help to mitigate their trauma. Police and prosecutors may watch the interviews in separate observation rooms so that they can gather evidence without the child being aware of their presence. Forensic interviews are of vital importance in the investigation and prosecution of sexual assault and other crimes against children. **In 2012, DCAC provided 479 forensic interviews.**

**The Child and Adolescent Assessment and Treatment Program**

This program serves children ages 1-17 who have been sexually abused or traumatized by witnessing homicide or severe violence. DCAC uses the latest research and evidence-based practices: the Neuro-Developmentally Informed Approach, High-Risk Cycle, and Trauma-Focused Cognitive Behavioral Therapy (TF-CBT). While in-depth academic evaluation of the neuro-developmentally informed clinical approach to



coordinated health and mental health care is only just being undertaken, the extremely positive treatment outcomes, even for children who are severely traumatized or whose trauma has been untreated for many years, are clearly apparent. Using the neuro-developmentally informed approach, professionals are able to determine the strengths and vulnerabilities of a given child and his or her family, and create individualized intervention, enrichment and educational plans. Intensive, coordinated care management draws in all the people involved in the child's life— family members, foster parents, social service caseworkers, day care providers, prosecutors, victim advocates, medical doctors, teachers and school personnel. By working together as an integrated team we are able to help heal the children more effectively. We also provide several support groups for children and parents to help their recovery from trauma. Last year we provided a total of 250 group sessions including:

- Summer Recreational Therapy Group for traumatized boys
- Summer Dialectical Behavior Therapy Group for teen girls
- Domestic Violence Parent Support Group
- Parent Education Empowering Resiliency (PEER) Program - English and Spanish groups in spring and fall

**In 2012, 970 children received assessment and mental health treatment and 727 parents and caregivers received intensive family support services.**

#### **Training and Community Education**

DCAC has been steadily expanding its training program for professionals and community members. In 2010, we were chosen by the Colorado Department of Human Services to provide statewide training sessions for mental health therapists in child advocacy centers. In 2011 we began partnering with Victim Services Network to provide workshops for non-mental health professionals, such as day care providers, educators, non-profit staff who work with child victims of crime, and people in law enforcement and social services. Last year Mile High United Way asked us to work with them to reach parents and other caregivers, especially single parents and vulnerable high-risk families. **In 2012, 2,677 professionals and community members participated in workshops throughout the state last year.**

#### **DCAC qualifications to provide services under this RFP**

DCAC has an excellent record of working with Head Start and elementary schools to provide abuse prevention, child development education, and mental health services.

First, we have a stellar reputation for providing mental health assessment and treatment for very young children from high-risk families. The population served at DCAC – low-income vulnerable families with many speaking only Spanish – mirrors that of Adams County Head Start.

Second, for the past ten years, we have consulted with local schools and day care centers experiencing problems related to traumatized students and instances of child abuse. We have helped Denver Public Schools create plans to support traumatized children in the classroom, and we provide education for teachers on how to identify potential child victims of abuse and neglect. Our experience and growing reputation

has resulted in our being called upon whenever there is a major incident involving multiple children. For example, we were called upon by Homeland Security to assist in the investigation of a major child pornography ring springing from the arrest of a teacher at the Paddington Station preschool; we also worked closely with local investigators and school staff to mitigate the trauma experienced by the families and children.

Third, since its inception in 2005, we have steadily expanded the scope of our prevention program, Denver Safe from the Start, to much more comprehensively address child wellness, readiness to learn, and family stability. Since 2005, we have worked with: Bridge Project (multiple sites), Columbian Elementary, Escuelo Tlatelolco, Godsman Elementary, Munroe Elementary, Rocky Mountain SER/Catholic Charities (multiple sites), Schenk/CMS, Trevista, and Volunteers of America (Bright Stars and Rainbow House) and Wyatt Edison Charter School. In 2011, we began a very successful partnership with Mile High United Way and its outreach program for vulnerable families. We offered numerous child development workshops which were very well received by both parents and professionals.

Fourth, as we have steadily expanded and deepened our relationships with educators, we have frequently identified children in need of mental health services. We have provided referrals to DCAC for no-cost treatment, but we agree with the staff at many of the schools who have told us they really need onsite mental services to provide immediate interventions and ongoing support. We were very pleased when Clayton Early Learning Center asked us to extend our support of the HIPPY Program to include regular onsite mental health services.

#### **DCAC Staff Qualifications**

We have a 14-member team of highly qualified staff; seven are bilingual Spanish-speaking. At a minimum all therapists have master's degrees and/or are licensed clinical social workers. The agency is led by Dr. Gizane Indart, a bilingual and bicultural professional with over 20 years of experience working with traumatized children and their families. Gizane is a ChildTrauma fellow at the ChildTrauma Academy under the direction of Dr. Bruce Perry. The Child and Adolescent Assessment and Treatment Program is under the direction by Dr. Jerry Yager, a clinical psychologist with more than 25 years of experience.

**For the purposes of this RFP**, mental health services will be provided to Adams County Head Start primarily by Jessica Siekmeier, in cooperation with and under the supervision of Angela Davidson:

- **Jessica Siekmeier** joined DCAC in 2010 to work with at-risk children and families in the Denver Safe from the Start program. She now divides her time between the prevention and treatment programs. Jessica's knowledge of early childhood development together with her ability to build strong relationships with parents, children and staff have played a major role in DCAC's expansion of school-based programming.

Jessica graduated from Calvin College in Grand Rapids, Michigan, with a degree in Spanish, Journalism and International Development. As part of her studies, she spent six months abroad living with a Honduran family. Since then, Jessica has worked as a field interviewer for social ministry in a network of Grand Rapids congregations, and as a family educator and advocate with the Healthy Homes Coalition of West Michigan to help inner city families prevent lead poisoning. Jessica also spent time in Ecuador where she served as the liaison between medical staff and patients in a rural hospital. Jessica will graduate with a master's in social work (MSW) degree from Metropolitan State University of Denver in May 2013. She is bilingual, bicultural.

- **Angela Davidson** is director of DCAC's Prevention Program. Angela is a bilingual, bicultural licensed professional counselor with more than a decade of direct clinical experience in working with traumatized children and their families. Special areas of interest for Angela are: early childhood development, the impact of trauma on the developing child and the effects of immigration on young children. At DCAC, Angela has played a major role in supporting the growth of DCAC's Spanish-speaking caseload. She has also been a lead player in the development and expansion of Denver Safe from the Start which focuses on at-risk children and families, and she is now taking the lead on our expansion of school-based services to include on-site mental health services.

Other DCAC staff are available as needed to accommodate emergencies or scheduling difficulties.

#### **SCOPE OF SERVICES TO BE PROVIDED UNDER THIS RFP:**

##### **Mental health services for Adams County Head Start**

As described above, DCAC's range of programs and staff expertise equip us to fulfill the required scope of services as follows:

- Ongoing group teacher/staff training
- Teacher consultation as needed
- Coaching/Modeling in the classroom as needed
- In classroom skill building services to children
- Ongoing evaluations, assessments and observations
- Individual observations as needed
- Parent education and consultations as needed
- Participate in support services meetings
- Home Visitations as needed
- Support Groups for Parents
- Participation in monthly collaborative team meetings
- Participation in meetings for children with Individualized Education Plans as needed
- Presentations/workshops for parents on child development and mental health.
- Tracking and reporting of services provided

DCAC looks forward to coordinating services through the ACHS Support Services Coordinator and Health and Family Services Manager. We cannot know in exactly what proportion services will be required, but we can assure Adams County that we will be available to staff, parents/guardians and children served by each Head Start site to meet the needs of the children and families enrolled.

As required under the RFP, we will provide a licensed therapist (Angela Davidson) and a master's level therapist (Jessica Siekmeier) to provide services to Head Start children and families. Both are fully bilingual and bicultural, with long experience in working with high-risk families.

In addition to providing services to the 545 children and families at ACHS centers and when necessary, the home-based option, DCAC will also provide teacher classroom consultations, observations, inter-agency or external referrals, and individual and group teacher training from August through May as requested. DCAC staff will provide case consultation and individual behavior plans, if needed.

### **Locations**

Services will be provided at the following centers on a schedule agreed to by DCAC and ACHS to maximize time and resources under the contract:

- Head Start Administrative Office
- Brighton Center
- Creekside Center
- Little Sailors Center
- Little Stars Center
- Mapleton Early Learning Center
- Rainbow Center
- Stars Early Learning Center
- Home-based/HIPPY Option

### **Reports/Tracking**

DCAC will provide the ACHS Support Services Coordinator with monthly center reports within specified deadlines and notes (general) which will include but not limited to: classroom and individual children consultations, children's progress notes, classroom management strategies, and center meetings. This includes tracking of referrals and services for the yearly Head Start Program Information Report and while honoring the confidentiality of client families.

### **Schedule/Pricing**

As stipulated in the RFP, DCAC is willing to offer a flexible schedule to accommodate program needs to include attending meetings, working daytime and some evenings. However, this schedule must be agreed upon in advance, preferably with two weeks' notice. We also ask that you work with us to group our visits to the different ACHS sites (to the extent possible) to minimize time spent in travel and maximize time devoted to the needs of the children, families and teachers. DCAC always strives to accommodate emergency needs and last-minute changes, but we cannot staff guarantee availability at all times. DCAC will provide an average of 15 hours per week during the contract period. Therapist Jessica Siekmeier will be the primary provider under the supervision of

Program Director Angela Davidson. The contract includes all travel time and travel costs.

**DCAC proposal to provide services to ACHS: \$30,000**

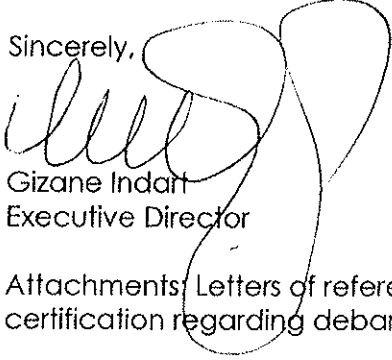
**References**

Please see attached letters of reference from

- Clayton Early Learning Center
- Rocky Mountain SER Head Start
- Wyatt Edison Charter School

In closing, we thank you again for this opportunity. Please contact Angela Davidson with any questions. She can be reached at 303-996-8593 or [angela.davidson@denvercac.org](mailto:angela.davidson@denvercac.org).

Sincerely,



Gizane Indart  
Executive Director

Attachments: Letters of reference; certification of compliance; vendor's statement; certification regarding debarment.

#### 14. CONTRACTOR'S CERTIFICATION OF COMPLIANCE

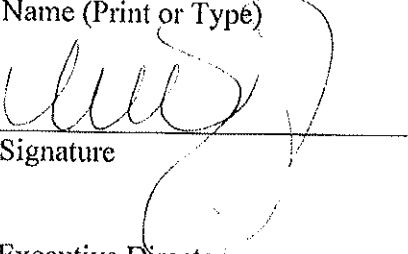
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CONTRACTOR:

Denver Children's Advocacy Center  
Company Name

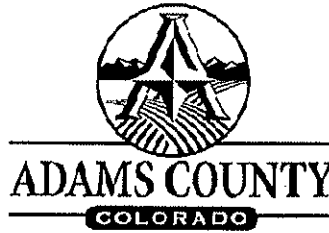
May 2, 2013  
Date

Gizane Indart  
Name (Print or Type)

  
Signature

Executive Director  
Title

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



**PROPOSAL FORM  
ADAMS COUNTY HEAD START MENTAL HEALTH SERVICES RFP**

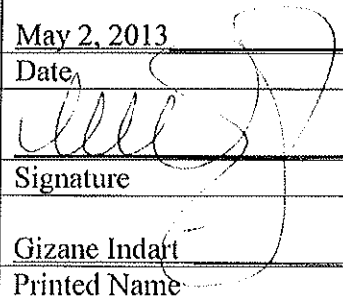
**VENDOR'S STATEMENT**

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

Thirty thousand dollars \$30,000.00  
Written Amount Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

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

<u>Denver Children's Advocacy Center</u>	<u>May 2, 2013</u>
Company Name	Date
<u>2149 Federal Boulevard</u>	
Address	Signature
<u>Denver, Colorado 80211</u>	<u>Gizane Indart</u>
City, State, Zip Code	Printed Name
<u>Denver</u>	<u>Executive Director</u>
County	Title
<u>303-825-3850</u>	<u>303-825-6087</u>
Telephone	Fax
<u>Gizane@denvercac.org</u>	
E-mail Address	

### **Instruction for Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participant in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor's (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the DOL without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.



**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Cover Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211.)

**(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE IN INTEGRAL PART OF THE CERTIFICATION)**

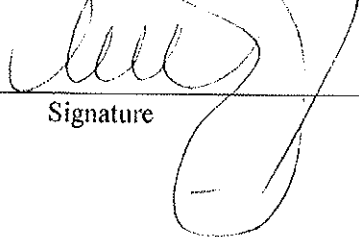
(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: Violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/-proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gizane Indart, Executive Director

Name and Title of Authorized Representative



Signature

May 2, 2013

Date



April 26, 2013

Ms. Jennifer Tierney  
Purchasing Agent  
Adams County Government Center  
4430 South Adams Parkway  
Brighton, CO 80601

Dear Ms. Tierney:

I am pleased to hear that the Denver Children's Advocacy Center is submitting a proposal to provide mental health services to Adams County Head Start. As DCAC is currently providing a similar service for Clayton Early Learning Center, I'm pleased to provide a letter of reference.

DCAC began working with Clayton Early Learning Center last year to support our HIPPY Program. They provided group meetings for parents on childhood development and training/consultation for our staff. In addition to large and small group sessions, DCAC staff also provided individual consultation for parents with specific concerns about their child's development.

We were so impressed with the staff's professionalism, expertise, and ability to build trust with our families that we invited DCAC to work with us throughout 2013 on the provision of mental health services. Angela Davidson and Jessica Siekmeier are fulfilling the contract and they are an absolute joy to work with. They support our staff, provide reassurance for parents, and the children benefit! I have especially appreciated Angela's flexibility to meet the changing needs of our program. Last's year's HIPPY project was delivered in a very different format from the one we initially planned in consultation with DCAC. Instead of large groups, we discovered that much smaller, more informal sessions worked best with this particular enrollment. DCAC was more than happy to adjust the program schedule.

Like Head Start, Clayton's Early Learning Program works with low-income, vulnerable and at-risk families. DCAC has the knowledge and resources to serve this population extremely well, including the provision of bilingual, bicultural programming. While DCAC staff come to us at Clayton, they bring with them the full range of experience and expertise from this excellent organization. My staff and I feel extremely fortunate to be working with Angela, Jessica and the Denver Children's Advocacy Center. Please contact me if you have any questions.

Sincerely,

Jennifer Smith  
Early Intervention Specialist  
Clayton Early Learning  
303-393-5608

April 26, 2013

Ms. Jennifer Tierney  
Purchasing Agent  
Adams County Government Center  
4430 South Adams Parkway  
Brighton, CO 80601

Dear Ms. Tierney:

I am delighted to provide a letter of reference for the Denver Children's Advocacy Center. Since 2006, Rocky Mountain SER Head Start has partnered with the DCAC in a program to prevent sexual abuse in children ages three through five. While the program does not include mental health services, which I understand is the focus of the Adams County RFP, I can speak to DCAC's professionalism and expertise in working with Head Start children, parents and staff.

Three quarters of the population at our Head Start is Latino and we serve a high percentage of immigrants, many unable to speak any English. We have heard nothing but praise for DCAC from the parents enrolled in the program – both Spanish-speaking and English-speaking. They are included in all of the program planning and implementation. They have told staff that they now understand so much more about childhood development and the high risk of sexual abuse for very young children—something of which most were completely unaware. But what they truly value is the parent-child communication skills they have learned from DCAC prevention specialists. DCAC has also been invaluable in helping families access community resources, such as health care.

The children of course love the child-friendly program and they learn the necessary protection skills without even realizing they are being "taught." I should also tell you that our teachers continue to be impressed with DCAC's staff and appreciate the way they work in partnership with Head Start personnel. The bilingual, culturally competent approach is of enormous importance to us and I have been impressed with DCAC's record in serving monolingual Spanish speaking families. Rocky Mountain SER has been extremely fortunate to have a team of such high caliber bilingual, bicultural experts willing to work with our children and families.

If I can provide further information or answer any questions, please do not hesitate to contact me.

Sincerely,



Juanita Gonzales  
Head Start Education Manager  
Rocky Mountain SER Head Start



Wyatt-Edison Charter School  
3620 Franklin Street  
Denver, CO 80205  
Phone 303 292-5515  
Fax 303 292-5111

April 26, 2013

Ms. Jennifer Tierney  
Purchasing Agent  
Adams County Government Center  
4430 South Adams Parkway  
Brighton, CO 80601

Dear Ms. Tierney:

On behalf of Wyatt Edison Charter School, I am pleased to provide a letter of reference for the Denver Children's Advocacy Center and their proposal to Adams County Head Start.

Wyatt Edison Charter School is in the Cole neighborhood of Denver. It has a student body comprised of 67% Latino children, and 85% of students receive free/reduced lunch. DCAC's prevention specialists have built an excellent rapport with both parents (many of whom receive bilingual support) and children at our school as part of the Denver Safe from the Start abuse prevention program.

While I cannot speak specifically to DCAC's provision of mental health services, I can assure you that their staff members are acutely attuned to the children's developmental progress. They work closely with parents and staff to meet the needs of any child who exhibits mental or physical problems beyond the scope of the prevention program. DCAC specialists are always available to meet with families, and our staff has greatly appreciated their expertise in child development, the warning signs of abuse, and especially how to support and strengthen vulnerable families.

I have no hesitation in recommending the Denver Children's Advocacy Center to Adams County Head Start. Please contact me if I can answer any questions you may have.

Sincerely,

A handwritten signature in cursive script that reads 'Jessica Gershwin'.

Jessica Gershwin  
School Counselor  
Wyatt Edison Charter School