

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

THIS AGREEMENT ("Agreement") is made this 29<sup>th</sup> day of December 2015, 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 **COMITIS CRISIS CENTER INC.**, located at P.O. Box 919, Aurora, Colorado 80040, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached RFP 2015.280 and the Contractor's response to the RFP 2015.280 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 not to exceed **thirty-thousand dollars and no cents (\$30,000.00)**.

- 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. WARRANTY:**

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

**10. TERMINATION:**

- 10.1. 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.
- 10.2. 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.

**11. MUTUAL UNDERSTANDINGS:**

- 11.1. 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 the 17<sup>th</sup> Judicial District, Colorado.
- 11.2. 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).

- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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 Department
Contact:	Kent Gregory, M.P.A., Contract Administrator
Address:	7190 Colorado Blvd., 6 <sup>th</sup> Floor
City, State, Zip:	Commerce City, Colorado 80022
Office Number:	303.227.2215
Email:	<a href="mailto:kgregory@adcogov.org">kgregory@adcogov.org</a>

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: COMITIS Crisis Center Inc, dba Mile High Behavioral Healthcare  
Contact: Robert Dorshimer, CEO  
Address: P O Box 919  
City, State, Zip: Aurora, Colorado 80040  
Office Number: 720.975.0155  
E-mail: [jrink@mhbhc.org](mailto:jrink@mhbhc.org)

- 11.9. 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.
- 11.10. 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.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

**12. CHANGE ORDERS:**

- 12.1. Change Orders: The County from time to time, may 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 request for proposal, or, if no provision exists, pursuant to the terms of the Change Order.

**13. 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:

- 13.1. 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.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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.
- 13.7. 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).
- 13.8. 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.

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.


### CONTRACTOR:

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

\_\_\_\_\_  
Date

12/20/15

\_\_\_\_\_  
Signature



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

Robert E. Vershimer

\_\_\_\_\_  
Title

(EE)

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:

Leola M. Leopold  
County Manager

Date: 12/29/15

**CONTRACTOR  
COMITIS CRISIS CENTER, INC.**

By:

Robert Dorshimer  
Name (Print or Type)

Date: 12/21/15

R. Dorshimer  
Authorized Signature

Title: CEO

Attest:

Stan Martin, Clerk and Recorder

Channar  
Deputy Clerk

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

By: D. East  
Attorney's Signature

**NOTARIZATION:**

COUNTY OF Denver )  
STATE OF Colorado ) SS.

Signed and sworn to before me this 21<sup>st</sup> day of December, 2015,

by Robert Dorshimer

Notary Public Sandra White-Brown

My commission expires on: January 18, 2017

SANDRA WHITE-BROWN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20004025184  
MY COMMISSION EXPIRES JANUARY 18, 2017

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

Attachments:

1. Proposal, dated September 21, 2015
2. Offeror's Certification of Compliance
3. Offeror's Signature Page

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## 1. INTRODUCTION & QUALIFICATIONS

The Comitis Crisis Center, Inc. (Comitis) – a trauma-informed emergency shelter and housing services agency located in Adams County – is well positioned to provide case management and housing services for TANF-qualified families within Adams County. As a leading service provider for the region, Comitis is seeking support through the Adams County Board of Commissioners (BOCC) through its purchasing department, to continue reaching and serving TANF-eligible families, who are low-income and in need of services according to the Colorado Works Program Act. As part of this grant, Comitis has and will continue to focus on providing safety for families in our services, along with maintaining a focus client growth to economic self-sufficiency.

### **Mission statement:**

Comitis' mission is to provide a seamless continuum of behavioral services that empowers healthy, viable, complete lives and communities. It has built itself on the fundamental belief that all people should have immediate and long-term access to basic human needs.

### **History:**

Comitis is one of the region's leading community crisis centers, providing basic needs, access to mental health services, workforce development and educational resources to the homeless populations in Aurora and the greater east metro Denver region. In 1970, a group of community members recognized a growing number of homeless and runaway youth in the community and determined there was a need to begin an outreach program to support these youth. As a result, Comitis began programming in the basement of St. Pius church in Aurora to provide food and shelter for runaway youth. Based on growing and changing community needs, Comitis now operates in a larger facility and provides basic needs, housing and shelter services to individuals age 18 and older and families of all ages and sizes. Over the past 45 years, Comitis has earned its reputation as leader in addressing homelessness in Adams and Arapahoe counties.

**Organizational Chart:** see attached, next page

### **Unique organizational expertise, Infrastructure and resources that add value to the program:**

Since 2009, Comitis has been a subsidiary of Mile High Behavioral Healthcare, a nonprofit organization focused on bringing mental health and wellness treatment and education to all, especially low-income populations. In terms of its relationship with Comitis, all residents and guests of Comitis have access to this top tier service, one consistently lauded in the industry and by partner agencies as being one of the most thorough and comprehensive providers in the metro region.

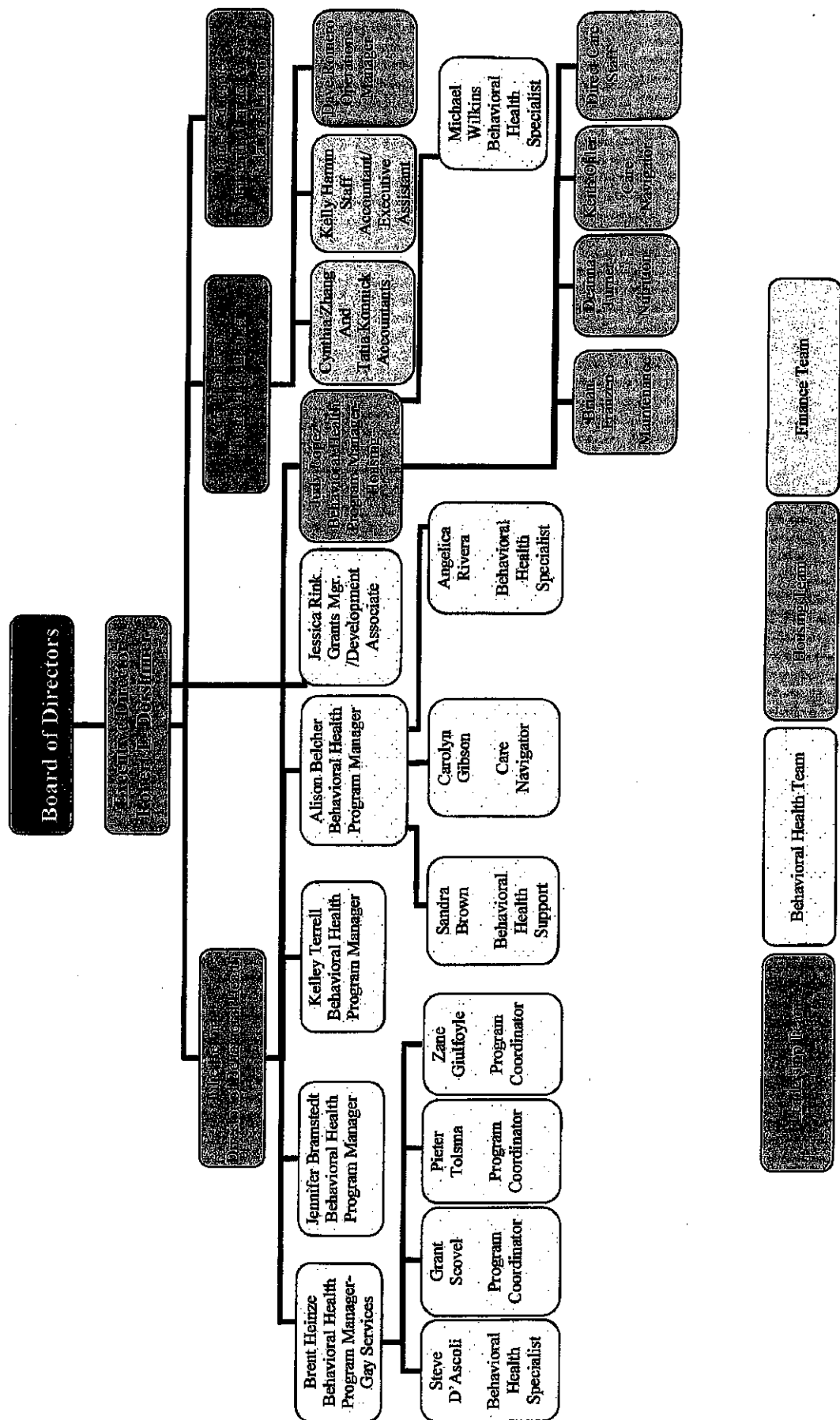
Having received the prestigious Eagle Award, given by the State Housing Authority, Comitis has achieved one of the highest recognitions earned in this field. In addition, Comitis has received numerous accolades from the Aurora City Council and the Aurora Police Department for exemplary collaboration in an effort to help the high needs high-risk homeless populations. Finally, Comitis' executive director, Bob Dorshimer, received the Tri-County Health Hero of the Year award in 2012. Comitis staff and management are all active participants in community outreach and advocacy work, such as members participating in the Statewide Advisory Committee on Homeless Youth.

### **Experience providing emergency shelter and other services that assist families in housing and financial stability, along with other services:**

For over 45 years, Comitis has provided a wide array of services and quality programs to help families and individuals move toward self-sufficiency. Since its inception, Comitis has remained steady in its mission to provide and serve as an advocate for the voiceless in the community. Over the years,

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graph TD
    Board[Board of Directors] --> CEO[Chief Executive Officer  
Robert E. Desjardis]
    CEO --> BHD[Behavioral Health Director  
Jennifer Branstedt]
    CEO --> BHA[Behavioral Health Administrator  
Cynthia Zhang]
    CEO --> BHS[Behavioral Health Support Manager  
Carolyn Gibson]
    BHD --> BHM1[Brent Heinze  
Behavioral Health Program Manager-  
Gay Services]
    BHD --> BHM2[Jennifer Branstedt  
Behavioral Health Program Manager]
    BHD --> BHM3[Kelley Terrell  
Behavioral Health Program Manager]
    BHD --> BHM4[Alison Belcher  
Behavioral Health Program Manager]
    BHD --> BHM5[Jessica Rink  
Grants Mgr./Development Associate]
    BHM1 --> BHS1[Steve D'Ascoli  
Behavioral Health Specialist]
    BHM1 --> BHS2[Grant Scovel  
Program Coordinator]
    BHM2 --> BHS3[Pieter Tolisma  
Program Coordinator]
    BHM2 --> BHS4[Zane Guilfoyle  
Program Coordinator]
    BHM3 --> BHS5[Sandra Brown  
Behavioral Health Support]
    BHM4 --> BHS6[Carolyn Gibson  
Care Navigator]
    BHM5 --> BHS7[Angelica Rivera  
Behavioral Health Specialist]
    BHA --> BHA1[Kelly Hamm  
Staff Accountant/Executive Assistant]
    BHA --> BHA2[Cynthia Zhang  
And  
Tatia Kinnick  
Accountants]
    BHA --> BHA3[David Rousso  
Operations Manager]
    BHS --> BHS1[Michael Wilkins  
Behavioral Health Specialist]
    BHS --> BHS2[Deanna Hume  
Care Navigator]
    BHS --> BHS3[Karen O'Hler  
Care Navigator]
    BHS --> BHS4[Deanna Hume  
Nutrition]
    BHS --> BHS5[Brian Brauer  
Maintenance]
    BHS --> BHS6[Direct Care Staff]
    BHS --> BHS7[Finance Team]
    BHS --> BHS8[Human Resources Team]
    BHS --> BHS9[Behavioral Health Team]
    BHS --> BHS10[Leadership Team]
  
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Comitis has broadened its reach and expanded its services. Originally providing shelter for runaways, Comitis presently provides shelter, services and resources for families and individuals, no matter their situation. With three independent housing wings, Comitis can comfortably and safely house youth, families and veterans in distinct areas. Further, and as has been mentioned, Comitis recently entered into a strategic partnership with Mile High Behavioral Healthcare in order to provide effective and appropriate services in the arenas of behavioral health and substance use. In 2014, Comitis provided the following services:

- 49,174 total shelter nights (96% usage capacity)
- 2,445 shelter nights provided to 193 homeless/runaway youth
- 2,494 shelter nights provided to 12 veterans and their families
- 74 Adams and Arapahoe County TANF participants were provided with 25,594 shelter nights
- 20 women involved with the judicial system received a total of 1,785 shelter nights
- 17,856 shelter nights were provided to 1,754 unique individuals in emergency overnight stays

When a client is ready to exit Comitis' services – meaning, they have realized and achieved their personal self-sufficiency goals – they participate in an exit interview in which case managers discuss mid- and long-term goals, concerns and questions. A move-out plan is begun at least 30 days prior to the client's exit, and they are provided with a basic set up for their new home (household items, resources for further support, clothes, gift certificates, etc.).

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

In terms of 24/7 crisis help, clients are referred to the Metro Crisis Line, which is available to anyone who needs it, answered by screened, trained and supervised staff.

Comitis also provides, at no charge, personal items to each of its residents, regardless if they are there for one night or for 9-months; items such as, hygiene kits, diapers and formula, bus tokens, clothes and other personal items.

#### **Experience and knowledge of Adams County BCA participants, low-income families, the community in general:**

As an organization located in Aurora (which straddles Adams and Arapahoe counties), Comitis has a 45-year history of serving residents of Adams County, one of Colorado's fastest-growing counties. According to the most recent U.S. Census, Adams County now has 480,718 residents. The majority of the county's residents are Caucasian (52 percent); 39 percent are Hispanic and 4 percent are African American.

Over 12 percent of Adams County residents live in extreme poverty, earning less than \$15,000 per year; if the household is headed by a female, the poverty rate increases to 28.4%. Unemployment soars above the statewide average of 7.3%, where Adams County is experiencing a rate of 8.8%.

Adams County leads the state in terms of foreclosure (1 in every 56 households / state is 1 in 94). Rent continues to increase, pushing out those that cannot meet financial requirements by working one or multiple minimum wage jobs. The homeless have little options to pursue this type of permanent housing, making the need for transitional shelter housing critical.

**Experience providing financial assistance, including accounting of financial assistance to other agencies:**

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

**How families will be evaluated for other services such as LEAP, food assistance and TANF eligibility:**

All clients, upon entry to the shelter, are administered an intake assessment and verification as well as a self-sufficiency matrix, which maps the steps needed to become or maintain financial stability. Case managers review this assessment and determine each client's needs. All clients are assessed to determine eligibility for benefits (from intake), including those from the federal state and county governments, e.g., SSI, SNAP, VA benefits. If it is determined that the client is eligible (especially if their last known residence was in Adams County), the case manager will provide the client with the required paperwork, assist with completion, set up appointments, provide transportation, attend appointments with the client and provide guidance, as needed.

**Ability to provide services in a location that is easily accessible for participants:**

Comitis is the only four-season emergency shelter in Aurora, located just off Colfax Avenue—the dividing line between Adams and Arapahoe counties and the primary bi-way for East-West public transit lines in north central Aurora. The shelter provides services 24 hours a day every day of the year, and as of summer 2015, also provides day services for clients needing a shower, laundry facilities and access to educational and workforce resources (computer lab, volunteers, etc.).

Comitis is a homeless shelter that focuses on providing collaborative, supportive, wrap-around services for adults, couples (including same sex couples), families with children; a shelter for transition-aged youth (18 – 25), shelter services for women just out of incarceration seeking reentry into permanent housing, and services for veterans and their families. In addition, Comitis provides over 65,700 meals for the hungry annually, facilitation of medical care and access to Medicaid through a partnership with MCPN, clothing, hygiene items and extensive referral assistance (e.g. Clinica Tepeyac for medical and dental needs at no cost to the client). Comitis is fully ADA compliant and accessible, including ADA certified bathrooms, program areas and elevators and entrances.

**Ability to access individuals at risk of becoming homeless:**

In its 46-year history, Comitis has established a vast network of partners that work with the homeless. Because of Comitis' reputation as a trusted resource for homeless people, 80% of its clients are referred from other organizations within the community. Averaging the first half of 2015, 91.5% of Comitis' beds are full.

**Location has sufficient capacity for staff and program:**

Comitis is the largest emergency shelter in the eastern metro Denver area, serving transition-aged youth (18 – 25), families, single adults and veterans. The 3-story building takes up about 30,000 square

feet, and holds 139 beds – 33 of which belong to TANF clients. Emergency overnight families have been allotted 25 beds each night, and emergency overnight singles have recently been expanded to include 40 beds total. The VA program provides up to 22 beds for veterans and their families, and the Second Chance program gives 8 beds to women who are reentering the community and need transitional housing. Finally, 6 beds are given to transition-aged youth, while 2 beds are provided to the live-in maintenance crew.

**Ability and willingness to serve Adams County, located in Adams County:**

Comitis has historically served a large number of Adams County residents and is well-positioned to provide critical, trauma-informed housing services for TANF-qualified families in the county. Because Comitis is located in the county, any client who utilizes the emergency shelter services and is considered homeless is considered an Adams County resident when in the Comitis shelter. Comitis has served TANF participants in Adams County over the past 45 years through direct assistance, housing assistance and referral.

**Geographical location served:**

Comitis Crisis Center is located in Aurora, Colorado, which is the third largest city in the state with a population of 345,803. Although Comitis is located in the city of Aurora, the shelter provides support to individuals and families from Adams, Arapahoe and Douglas counties. The total net population of these areas is approximately 1,382,226 persons, with approximately 149,762 residents living below the poverty line, or 11% (US Census Data, 2012).

**Summary of Organizational Budget**

Comitis Crisis Center					
Summary of Statement of Activities 2015 Budget					
Subtotal by Functional Area					
Dept	Grant	Budget			
		Total Pub Support & Revenue	Direct Program Expense	Other Expenses	Net Change in Reserve
	<b>Comitis Housing Services</b>				
63	Aid to Agencies	68,000.00	68,000.00	-	-
13	Basic Center Program	129,464.00	119,646.50	9,817.50	-
14	Street Outreach Program	175,739.00	148,450.00	27,289.00	-
88	Vale	60,000.00	-	60,000.00	-
40	MHUW	40,000.00	-	40,000.00	-
15	PSSF	7,500.00	-	7,500.00	-
4	ESG	34,320.00	-	34,320.00	-
5	Nexus Family Shelter	247,940.00	182,021.00	65,919.00	-
21	Nexus Day Shelter	251,373.86	154,675.87	96,697.99	-
63	VA Per Diem	113,500.40	26,370.00	87,130.40	-
63	TANF	264,000.00	26,370.00	237,630.00	-
68	RCCF	-	-	-	-
	<b>Total Housing Services</b>	<b>1,391,837.26</b>	<b>725,533.37</b>	<b>666,303.89</b>	<b>-</b>

## 2. PROPOSED SERVICES

Services at Comitis are designed to provide 360-degree support and access to services, either in-house or through significant partnerships with agencies across the metro region, ensuring the best continuum of care for all clients.

- Housing
- Nutrition & basic needs
- Free substance use/abuse and wellness treatment through Mile High Behavioral Healthcare
- Weekly case management by trained Comitis / MHBHC staff
- Functional Family Therapy offers clients counseling to work through conflict, relationship issues and communication barriers (also a program of MHBHC)
- McKinney-Vento Liaison helps place all school-aged children at Comitis, ensuring they're fully prepared (books, supplies) and helps to coordinate transportation (school busses pick up in front of Comitis daily)
- Comitis houses a computer lab, jobs board and lending library for individuals wishing to increase their job prospects (workforce development)

### Services breakdown:

Services provided	Average number of families/children who will receive service over 12-month period beginning January 1, 2016
Shelter nights for Adams County residents	Minimum of 365
Financial counseling sessions	Fitzsimons Credit Union partnership, as needed
Medical, dental, mental health, substance abuse and/or pharmacy services	All clients, placed as determined by intake to MCPN (medical, dental, pharmacy) and/or MHBHC (mental health, substance abuse)
Case management	All clients per needs identified
Group meetings on topics pertinent to TANF-eligible clients, e.g., employment, substance abuse, life skills	All clients per needs identified, directed toward in-house services
GED classes	All clients per needs identified, directed toward in-house services
Computer literacy training	All clients per needs identified, directed toward in-house services
Direct assistance (emergency rent, mortgage needs, initial month's rent, deposits, application fees, credit check fee, background check fees, or other related needs)	All clients per needs identified, directed to City of Aurora, or other appropriate agency.
Job readiness services (resume and cover letter help)	All clients per needs identified, directed toward in-house services
Nurturing Parenting programming	All clients per needs identified, directed toward in-house services
Assistance with obtaining government benefits	All clients per needs identified, directed toward in-house services, or referring partner agencies, as appropriate

### Location(s) where services/emergency housing is provided:

Comitis' shelter is located at 2178 Victor St., Aurora, Colorado, 80045 and is open 24/7. Services provided by Mile High Behavioral Healthcare are Monday – Friday, 8am – 7pm.



**Other programs/organizations that will be leveraged to benefit Adams County BCA participants and low-income families:**

- Metro Community Provider Network (MCPN): Comitit and MCPN hold a formal MOU to provide medical, dental, mental health, substance use/abuse, pharmacy and community-based health services to individuals residing at Comitit. All Comitit residents receive free physical exams as part of their intake process. MCPN also provides dental health specialists as needed.
- Aurora Police Department (APD): Comitit and APD hold a formal MOU, as APD is one of the community's primary referral/drop-off sources for the shelter. APD brings homeless individuals and families to the shelter nearly nightly, and in turn, Comitit provides a community safety net – giving shelter to those in need, keeping individuals and families off the streets. This is a close collaboration between law enforcement and a service provider working toward mutually beneficial outcomes.
- Free medical/dental care through Clinica Tepeyac
- Fitzsimons Credit Union provides Comitit residents with free credit report pull/analysis, financial literacy education and training
- Birthday Smiles provides children of Comitit with a birthday party during their birth month, complete with cake, balloons, and presents
- Kiwanis Clubs donate their time for crafts nights and a big donation drive during the holidays
- Toys for Tots drive averages 1,200 donated items per year
- Bootstraps training gives a 6-week course on good financial health
- Through "Cooking Matters" and SNAP, residents are provided lessons on healthy eating and nutrition habits

**Domestic violence services:**

Comitit provides trauma-informed programs to clients who may have experienced domestic violence, partnering with Gateway Women's Services when and if a client is determined to benefit from these specialized services.

**GED classes, computer literacy, and financial education or job placement services:**

Comitit has a computer lab in-house that residents can use for educational purposes as well as to build, update and send out resumes. Comitit also provides financial literacy and job readiness classes that are coupled with job placement seminars/fairs at workforce centers (such as Arapahoe Douglas Works, Connecting Colorado, Adams County job opportunities and through unique partnerships with Goodwill, FedEx and Atrium Doors and Windows).

Through the shelter's partnership with Mile High Behavioral Healthcare, residents at Comitit have access to a GED program as well as additional educational programs. And, with formal education, Comitit provides parenting programs for parents and expectant mothers to help sharpen parenting methods and skills. Comitit also provides resources for residents to strengthen their educational and vocational skills, including access to a computer lab where residents can hone computer literacy skills as well as create resumes and cover letters for potential jobs.

**Children:**

Comitit provides the Nurturing Parents classes that children attend with parents to ensure that parents receiving services also learn parenting skills directly with their children. Comitit's case management, counseling, conflict resolution and nutrition counseling are all provided to families, including those with young children, to ensure that the children's needs are met. In addition, Comitit works to keep children in school while staying at Comitit, as case workers are in direct contact with homeless student liaisons at the school districts.

### **3. PROGRAM EXPERTISE AND PERSONNEL**

#### **Project managers, supervisors and staff:**

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

**Amy Henderson:** Amy is the Financial Controller for The Council and Comitit. She has a Bachelor of Business Administration in Accounting as well as a Master of Accountancy. Prior to joining The Council and Comitit, Amy was the Finance Director for the Arkansas Literacy Council where she oversaw all budget and financial activities including preparation of financial reports, accounts payable and receivable, including state and federal grants, grantees, matching funds and philanthropic cash receipts. Amy also has experience in the public sector accounting industry.

**Julie Bellum, LCSW, CAC III:** Julie is the clinical director for the Council and Comitit Crisis Center Inc., with over 26 years' experience working with adolescents, adults and families who are experiencing emotional, physical and sexual abuse. She also has over 14 years of management and supervision experience. Julie has extensive training as a licensed social worker, certified addiction counselor, and in addressing disassociate disorders and trauma.

**Judith Lopez, BS, CAC III:** Judith (Judy) is the Program Manager at Comitit and has been employed with MHBHC for approximately 3.5 years. Judy has 18 years of residential experience working in behavior modification programs with offenders suffering from addiction disorders. She also has 8 years' experience in supervision and management. She has developed several programs, ARTS The Haven in 1992, The Chrysalis Project in 2005 as the Court Coordinator in Denver County Courts. She has served on the Welfare Reform Committee in the early 1990's, and was appointed to the Crime Prevention Crime Control Commission in Denver in 2005 when the Commission was formed and served for 4 years.

**All Comitit employees are required to take and pass a background check, and Comitit will not retain any sub-contractors for this program.**

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

**In compliance with Adams County human services policies procedures and ethics policy,** Comitit provides a dedicated telephone line, which provides a responsive contact point for Adams County's staff to consult and communicate with Comitit staff seven days a week, 24 hours a day.

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

**Comitis affirms its:**

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

**Ability to process up to 25 checks per month within 2 days from receipt:**

Comitis processes an average of 25 checks per month through the VALE emergency assistance program. Comitis has an expedited system for processing these checks so that victims receive funds within two days of the initial request. The expedited system allows Comitis to process checks individually rather than in a batch and with a single signature rather than with the standard two signers.

**Ability to serve Spanish speaking monolingual individuals:**

Comitis has hired program personnel based on pertinent skills, including bilingual Spanish fluency.

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

**4. FEE SCHEDULES, ATTACHMENT A**

**5. COMPARABLE PROJECT**

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

- 24-hour help/crisis telephone lines
- A dedicated telephone line for workers of the Arapahoe County Department of Human Services and legal guardians of youth in the Comitis shelter. This dedicated phone line provides a responsive contact point for county staff to consult and communicate with Comitis staff seven days a week, 24 hours a day
- Emergency food and other supplies for human needs (e.g., diapers, clothing), as well as assistance obtaining financial benefits for persons at high risk of homelessness or others in crisis
- 24-hour crisis outpatient counseling for individuals, couples and/or families in emergency situations
- Scheduled crisis counseling for individuals, couples and/or families through MHBHC
- A 6-bed shelter that provides emergency housing for at-risk/troubled youth
- A 42-bed shelter offering emergency housing for adults and families with infants and children.
- Educational forums to promote prevention of crisis

**6. See attached for listed references**

**7. See attached for W9, Vendor information form, Certification of compliance and Offeror's statement/signature page**

**ATTACHMENT A  
FEE SCHEDULE**

2016 Base Expenses					
Position/Base Expense	Description	(Column A) Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A * (B + C)
Total of Base Expenses:					\$0
TOTAL BUDGET					
Budget Item	Description	Amount			
Base Expenses	Equals total of Base Expenses	\$0			
Client direct services	Emergency shelter care to include room, meals, and referral services at \$30 per person per night.	\$50,000			
Total:		\$50,000			

**ATTACHMENT A  
FEE SCHEDULE**

<b>2017 Base Expenses</b>					
<b>Position/Base Expense</b>	<b>Description</b>	<b>(Column A) Allocation of Time/Fees</b>	<b>(Column B) Annual Salary and Benefit Fee</b>	<b>(Column C) Overhead</b>	<b>Total Equals Column A * (B + C)</b>
<b>Total of Base Expenses:</b>					<b>\$0</b>
<b>TOTAL BUDGET</b>					
<b>Budget Item</b>	<b>Description</b>		<b>Amount</b>		
Base Expenses	Equals total of Base Expenses		\$0		
Client direct services	Emergency shelter care to include room, meals, and referral services at \$30 per person per night.		\$60,000		
<b>Total:</b>			<b>\$60,000</b>		

**ATTACHMENT A  
FEE SCHEDULE**

<b>2018 Base Expenses</b>					
<b>Position/Base Expense</b>	<b>Description</b>	<b>(Column A) Allocation of Time/Fees</b>	<b>(Column B) Annual Salary and Benefit Fee</b>	<b>(Column C) Overhead</b>	<b>Total Equals Column A * (B + C)</b>
<b>Total of Base Expenses:</b>					<b>\$0</b>
<b>TOTAL BUDGET</b>					
<b>Budget Item</b>	<b>Description</b>		<b>Amount</b>		
Base Expenses	Equals total of Base Expenses		\$0		
Client direct services	Emergency shelter care to include room, meals, and referral services at \$30 per person per night.		\$50,000		
<b>Total:</b>			<b>\$50,000</b>		

## OFFEROR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded agreement for services and that the offeror will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the awarded agreement.


OFFEROR:

MILE HIGH BEHAVIORAL

HEALTHCARE / COMITIS CRISIS CENTER  
Company Name INC

9/21/2015  
Date

ROBERT "BOB" DORSHNER  
Name (Print or Type)

X   
Signature

CEO  
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.





## REQUEST FOR PROPOSAL

2015.280

### HOUSING

#### Temporary Assistance for Needy Families (TANF) Colorado Works Program

#### OFFEROR'S STATEMENT/SIGNATURE PAGE

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ through Addenda # \_\_\_\_\_  
(If None, Please write NONE)

COMITIS/  
MILE HIGH  
BEHAVIORAL HEALTHCARE  
Company Name

PO BOX 919  
Address

Aurora CO 80040  
City, State, Zip Code

ADAMS  
County

720 975 0155  
Telephone

JRINK@MHBHC.org  
E-mail Address

9/11/15  
Date

  
Name and Signature of Authorized Person

ROBERT DORSHIMER  
Printed Name

CEO  
Title

Fax

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

Exhibit:

1. RFP 2015.280 Scope of Services

**EXHIBIT A**  
**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL**  
**2015.280**

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**HOUSING**  
**Temporary Assistance for Needy Families (TANF)**  
**Colorado Works Program**

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

**RFP Issuance Date:**  
**Friday, September 4, 2015**

**Written questions regarding this RFP will be accepted through  
September 10, 2015  
by 2:00 p.m.**

**RFP Opening Date:**  
**September 22, 2015**  
**Time: 4:00 p.m.**

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



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

## GENERAL INSTRUCTIONS

1. Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of qualified organizations to assist Adams County Government in serving TANF eligible families, who are low-income and in need of services in accordance with the Colorado Works Program Act §§ 26-2-701, et seq., C.R.S. for Adams County Human Services Department (ACHSD). Services for families should provide safety and potential for client growth.
2. **All documents and addendums related to this RFP will be posted on the Rocky Mountain Bid System at:**  
**<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
  - 2.1 Offeror must register with this service to receive these documents.
  - 2.2 This service is offered free or with an annual fee for automatic notification services.
  - 2.3 Addendums may be issued at any time prior to the time set for receipt of proposals.
3. Written questions relating to RFP 2015.280 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at [hellis@adcogov.org](mailto:hellis@adcogov.org) until the close of business on or before, September 10, 2015, by 2:00 p.m.
4. **Proposals**
  - 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 4:00 p.m., Tuesday, September 22, 2015.
  - 4.2. The RFP opening time shall be according to the County receptionist's clock on the first floor, at this time only the names of the offerors submitting proposals will be read out loud.
  - 4.3. Proposals may be mailed or delivered in person, and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, RFP number, the project name, date and time of the RFP opening.
  - 4.4. No proposal will be accepted after the time and date established, per section 4.1 above, except by written addenda.
  - 4.5. **Format.** Offeror must submit sealed proposal in **one (1)** original copy, **five (5)** **unbounded hardcopies**, and a copy on CD formatted as a single .pdf file. Proposal should not exceed **ten (10)** pages for the technical proposal excluding the RFP required signed pages, the front and back cover, and appendices, including the fee schedule. Proposal pages should be single sided, on 8.5" x 11" size paper, in a single column, and typed with a minimum of twelve (12)-font. Brochures and Appendices can be used, or other supportive documents may be included with the proposal narrative.

- 4.6. The two (2) required signature pages at the end of this document **"OFFEROR'S CERTIFICATION OF COMPLIANCE"** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the **"OFFEROR'S SIGNATURE PAGE"** acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.
- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of Offeror's name from the County's Vendor's List for a period of twelve (12) months from the date of this RFP opening.
- 4.8. The County reserves the right to shortlist from the submitting Offerors, conduct interviews and/or negotiations.
- 4.9. In submitting the proposal, the Offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
- 4.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close The County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County Offices.
- 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.

- 4.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
  - 4.16.1. Any Proposal which does not meet bonding requirements, or,
  - 4.16.2. Proposals which do not furnish the quality, or,
  - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
  - 4.16.4. Proposals from Offerors who lack experience or financial responsibility, or,
  - 4.16.5. Proposals which are not made to form.
- 4.17. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure any equipment, materials or services.
- 4.19. If a formal Agreement is required, the Offeror agrees and understands a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners and/or their authorized designee.
- 4.20. Only sealed proposals received by the Purchasing Division of Finance will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
5. Adams County is an equal opportunity employer.
6. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
7. **INSURANCE:** The Offeror agrees to maintain insurance of the following types and amounts:
  - 7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
    - 7.1.1. Each Occurrence \$1,000,000
    - 7.1.2. General Aggregate \$2,000,000
  - 7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
    - 7.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
    - 7.2.2. Personal Injury Protection Per Colorado Statutes
  - 7.3. Workers' Compensation Insurance: Per Colorado Statutes
  - 7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
    - 7.4.1. Each Occurrence \$1,000,000

- 7.4.2. This insurance requirement applies only to Offeror who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 7.5. The Offeror's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Offeror.
- 7.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.6. All insurers of the Offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the Offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
- 7.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30)-days prior written notice by certified mail, return receipt requested, to the County.
- 7.8. At any time during the term of the Agreement, the County may require the Offeror to provide proof of the insurance coverage's or policies required under the Agreement.
- 7.9. The Offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.
- 7.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

- 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
  - 7.13. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
  - 7.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Offeror shall promptly obtain a new policy, submit the same to the Purchasing Division Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Offeror to furnish, deliver and maintain such insurance as provided herein, the agreement, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
8. Offeror shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
  9. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**  
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Offeror shall meet the following requirements prior to signing the Agreement (purchase of service agreement) and for the duration thereof:
    - 9.1. The Offeror shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
    - 9.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
    - 9.3. The Offeror shall not enter into a contract with a subcontractor that fails to certify to the Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.



- 9.4. At the time of signing the purchase of service agreement, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.
- 9.5. The Offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the purchase of service agreement is being performed.
- 9.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the Offeror shall: notify the subcontractor and the County within three (3) days that the Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Offeror shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 9.7. Offeror shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 9.8. If Offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Offeror shall be liable for actual and consequential damages to the County.
10. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

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

**End General Information**

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

### Scope of Services:

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

Offerors must provide a list of categories of services, and the average number of families/children expected to receive each service for a twelve (12) month period.

Offeror's primary services and responsibilities will include:

- Emergency shelter
- Transitional housing
- Assistance with long-term affordable housing
- Motel voucher assistance
- Utility assistance
- Case management services
- Ability to process checks at the request of ACHSD with funds reimbursed through a potential agreement

Offeror's highly desired services include:

- Clothing assistance
- Food bank assistance
- Child care
- GED classes and financial education
- Job placement services

## **11. SCOPE OF WORK:**

The qualified Offeror program will be fully operational by January 1, 2016, and be required to provide a combination of several, if not all of the following services:

- Provide counseling and demonstrate expertise in housing issues.
- Provide emergency shelter, housing, homeless prevention, and/or transitional housing services for low-income TANF/TANF eligible Adams County families who are homeless, or in danger of homelessness. The Offeror will be responsible to evaluate and refer families that they cannot help to other community agencies' and ACHSD for other services such as LEAP, Food Assistance, and TANF.
- Provide "Direct Assistance" to clients for emergency rent or mortgage needs, initial month's rent and deposits, as well as application fees, credit and background check fees, or other housing related needs; exceptions shall be authorized by ACHSD on an individual case basis.

- Distribute monies out of a "Contingency Fund" to families referred by ACHSD. Prior to distribution the Offeror shall receive written authorization from the ACHSD TANF Contract Section. Contingency monies are for the purpose of housing and family stability, and self-sufficiency needs such as utilities and keeping a car running in order to maintain employment. These funds often go to families with child welfare involvement or other social service related involvement. Families referred under this clause may or may not meet the contractor criteria but are TANF eligible and ACHSD will maintain the verification and file for the case. ACHSD will submit a Contingency form that has pertinent information for the offeror, such as the amount of the payment and the payee, what the payment is for, specific instructions and family identification information and demographic data. The Offeror will route payments to families in a timely manner as agreed upon between the contractor and ACHSD (usually within two business days).
- Have the ability to process up to twenty-five (25) checks per month with a total value of \$25,000 at the request of ACHSD for families in need. Ability to do this on a reimbursement basis that may take up to sixty (60) days from date of check issuance. If this exceeds what your agency can do, provide the amount that your agency can distribute monthly with a sixty (60) day reimbursement period. This amount includes Direct Assistance provided for TANF eligible families at the discretion of the Offeror, and check requests directed by ACHSD.

#### 12. Additional Services:

- Have at least five years history serving low-income families with similar services and understand Adams County community resources and how to access them.
- Understand the TANF federal statutes and regulations, Colorado Works statutes and regulations and abide by Adams County policies and procedures and ethics policy.
- Understand child welfare report requirements.
- Cooperate with Adams County staff and contracted programs and community partners to help families receive services.
- Be responsible for providing outstanding customer service to participants and ACHSD staff. The Offeror shall treat participants from an advocate perspective and philosophy.

- The Offeror will review a criminal background inquiry (CBI) report for negative information, such as a criminal history and discrepancies between what an applicant claims and what is reported by schools, prior employers and other pertinent parties for all staff assigned to this project. The Offeror will compare the criminal history to the applicant's job qualifications in order to evaluate the applicant's ability to do the designated job, to ensure that the public, the County, fellow employees, and families served in the program are safe and protected from harm. The period for state CBI's is five (5) years; if the applicant has lived out of state in the prior five (5) year's, a nationwide CBI should be conducted.
- Provide adequate office space, meeting space, computer, printer, access to copying, file cabinets, direct telephone lines and telephones, direct fax line and fax machine, postage, and electronic mail access. This cost must be included in the total cost of this program.

### **13. RESPONSIBILITIES OF THE COUNTY**

The County shall refer families for the use of contingency funds to Offeror who opt to provide these services. The County may also refer families/individuals for services detailed in the Offeror's proposal.

### **14. REPORTS**

The Offeror will be responsible for submitting and coordinating with the County Project Manager monthly reports summarizing the services provided to families and outcome data. Reports shall include, but not be limited to:

- The number of families served and types of services provided including number of families and individuals served with safe housing and the number of nights of safe housing
- The number of hours of individual counseling and or education provided
- The number of hours of group counseling and or education provided
- Information on rental assistance or other assistance provided, including client names, Social Security numbers, and dates of service
- All reporting formats, due dates, and content shall be designated or approved by the County Project Manager

### **15. INVOICE BILLING**

Offeror must submit detailed invoices to the Project Manager for the previous month of service. Invoices and reports will be required to be submitted at the same time. Offeror must submit detailed monthly invoice billing statements, to include, the dates and types of services.

**16. TERM OF THE AGREEMENT:**

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

**17. INCIDENT REPORT REQUIREMENT**

The Offeror shall report all incidents of suspected theft, fraud, or other employee misconduct to County Purchasing Manager and the County Project Manager immediately upon discovery, of each incident. This applies to employees and contracted employees for the Offeror who will be providing services or who will be handling confidential materials, supplies, or monies, for the County under the awarded agreement. The Offeror, employee and contracted employees must comply and cooperate with the County on requests for information and assistance relevant to each incident reported and any ensuing investigation.

**18. CONFIDENTIAL INFORMATION-COUNTY RECORDS**

Offeror, its employees and contracted employees shall comply with the County's terms if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any county records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

**19. NOTIFICATION**

Offeror shall notify its agent, employees, subcontractors and assignees who may come into contact with County records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

**20. USE, SECURITY, AND RETENTION**

Confidential information of any kind shall not be distributed or sold to any third party or used by Offeror or its agents in anyway, except as approved in writing by the County. Offeror shall provide and maintain a secure environment that ensures confidentiality of all County records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Offeror or its agents, except as permitted in the Agreement or approved in writing by County.

**21. DISCLOSURE-LIABILITY**

Disclosure of County records or other confidential information by Offeror for any reason may be cause for legal action by third parties against Offeror, County or their respective agents. Offeror shall indemnify, save, and hold harmless County its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Offeror, or its employees, agents, subcontractors, or assignees.

**22. STANDARD AND MANNER OF PERFORMANCE**

Offeror shall perform its obligations in accordance with the highest standards of care, skill and diligence in Offeror's industry, trade, or profession and in the sequence and manner set forth in the scope of work.

**23. FEE SCHEDULE**

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

**24. CONFLICT OF INTEREST:**

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

**25. INDEPENDENT OFFEROR:**

Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither Offeror nor any agent or employee of Offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Offeror or any of its agents or employees. Unemployment insurance benefits will be available to Offeror and its employees and agents only if such coverage is made available by Offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement.

Offeror shall not have authorization, express or implied, to bind the County to any agreement, liability or understanding, except as expressly set forth in the agreement. Offeror shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

**26. NONDISCRIMINATION:**

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

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

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

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

**7.1 ToSAM.** 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.