ADAMS COUNTY, COLORADO PURCHASE OF SERVICE AGREEMENT

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 2015.287 and the Contractor's response to the RFP 2015.287 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. <u>TERM:</u>

- 3.1. <u>Term of Agreement:</u> 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. <u>PAYMENT AND FEE SCHEDULE:</u> 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 eighty-eight thousand, one hundred and seventy-six dollars and sixty-eight (\$88,176.68).

- 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. <u>INDEMNIFICATION:</u> 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. <u>Commercial General Liability Insurance</u>: 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. <u>Comprehensive Automobile Liability Insurance</u>: 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. <u>Professional Liability Insurance</u>: 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. <u>Licensed Insurers</u>: 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. <u>Proof of Insurance</u>: 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. <u>Jurisdiction and Venue</u>: 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 17th 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. <u>OSHA</u>: 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. <u>Record Retention:</u> 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. <u>Assignability:</u> 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. <u>Waiver:</u> 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. <u>Force Majeure:</u> 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., 6th Floor

City, State, Zip:

Commerce City, Colorado 80022

Office Number:

303.227.2215

Email:

kgregory@adcogov.org

Department:

Adams County Purchasing Division

Address:

4430 South Adams County Parkway, Suite C4000A

City, State, Zip:

Brighton, Colorado 80601

Department:

Address:

Adams County Attorney's Office 4430 South Adams County Parkway

City, State, Zip:

Brighton, Colorado 80601

Contractor:

Company:

Friends First, Inc.

Contact:

Elycia Cook, Executive Director 7100 E. Belleview Avenue, Suite 303

Address: City, State, Zip:

Greenwood Village, Co 80111

Office Number:

720.981.9193

E-mail:

ecook@friendsfirst.org

- 11.9. <u>Integration of Understanding:</u> 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. <u>Severability:</u> 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. <u>Authorization</u>: 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:

FRIENDS FIRST		12/31/15
Company Name	Date	•
Signature		
Elycia Cook		
Name (Print or Type)		
Executive Director		

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

BOARD OF COUNTY COMMISSIONERS

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

ADAMS COUNTY, COLORADO By: County Manager CONTRACTOR FRIENDS FIRST, INC. By: Attest: Stan Martin, Clerk and Recorder Deputy Clerk APPROVED AS TO FORM: Adams County Attorney's Office Attorney's Signature **NOTARIZATION:** COUNTY OF AK)SS. STATE OF COLORA Signed and sworn to before me this 31 day of DECEMBER, 2015, Notary Public My commission expires on:

2015.287 Friends First, Inc.

9

JOANNE E COLLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074031101
MY COMMISSION EXPIRES AUGUST 14, 2018

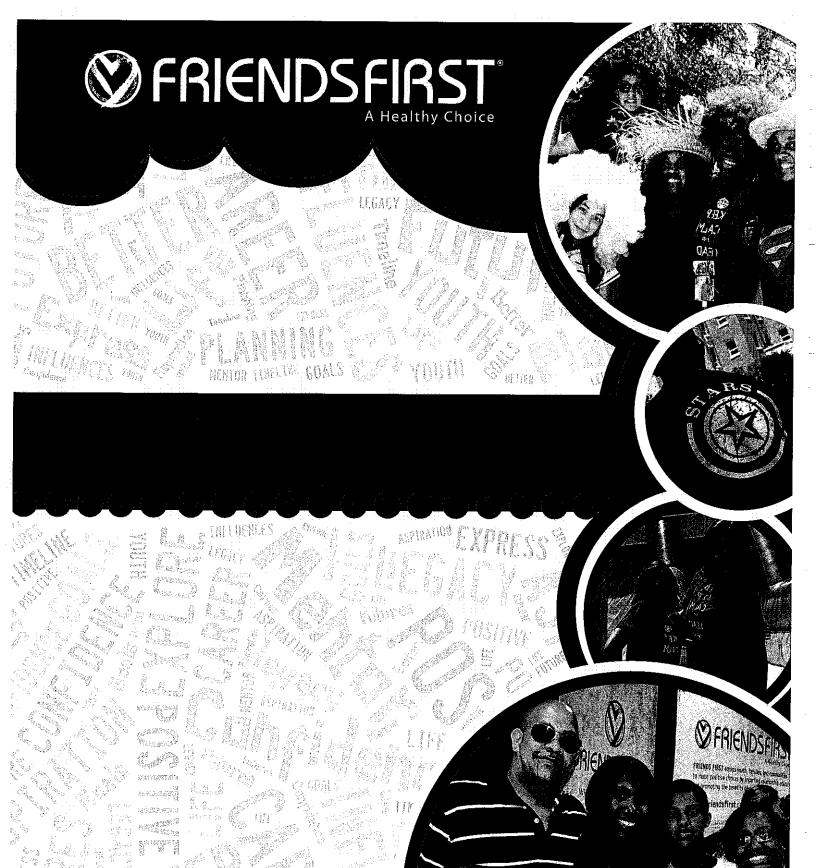
ATTACHMENT A

(All Documents following this page of the Agreement)

Attachments:

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

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FRIENDS FIRST empowers teens to make positive life choices and develop healthy relationships through education and mentoring.

WWW.FRIENDSFIRST.ORG



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- 2. Appendix A: Memorandums of Understanding
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- 4. Appendix C: Fee Schedules for 2016, 2017 and 2018
- 5. Appendix D: Sample Monthly Report
- 6. Appendix E: References
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- 8. Appendix G: W9
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- 10. Appendix I: Offeror's Statement/Signature Page
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FRIENDS FIRST Proposal for Adams County Pregnancy Prevention Services TANF Funding

1. INTRODUCTION AND QUALIFICATIONS

Organizational Introduction. FRIENDS FIRST, Inc. (FF) is a nonprofit focused on positive youth development that serves teens throughout the seven-county Denver metro area. FF educates and mentors teens to make positive life choices and develop healthy relationships. It is the goal of FF to provide programs that enhance social and emotional skills, that prepare students for college and the workforce and to empower youth out of poverty into self-sustaining adulthood. Because healthy relationships and positive role models are among the top determinants of future success, FF aims to provide all teens with the tools and support systems to make positive choices that lead to successful futures. FF's organizational values are:

Healthy Relationships

We believe that healthy relationships provide the foundation for successful futures.

Teen Empowerment

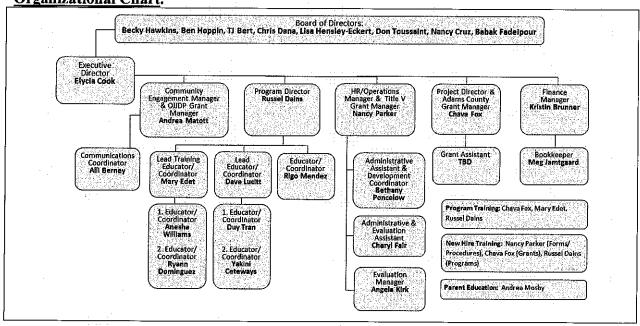
We believe that by providing teens with tools and support, they will make decisions that lead to positive life choices.

Community Engagement

We believe in engaging the community to rally support for teens in their decisions to pursue healthy relationships.

FRIENDS FIRST has been in operation since 1993 providing exceptional positive youth development programming and parent education. Dr. Lisa Rue founded FF in 1993 in an effort to effectively address the rising teen pregnancy rates in the state of Colorado. Dr. Rue worked with teens and identified her students as being in need of training in creating boundaries and healthy relationships, and encouragement and support in decisions to delay sexual activity. In order to accomplish what the current curricula did not, she founded FF.

Organizational Chart.





Organizational Experience. FF currently serves Adams County with school based pregnancy prevention programs and is equipped with the experienced staff and relationships to continue these services. FF proposes to meet the Adams County need of school-based pregnancy prevention programs using The STARS Peer Mentoring Program (STARS), Un Nuevo Comienzo (UNC) Project AIM (AIM), and Assemblies. FF has been implementing STARS since 1996 and UNC since 2004, Project AIM since 2010 and coordinating Assemblies since 1999. Since beginning its partnership with Adams County TANF, FF has provided services to more than 50,000 students, parents and teachers.

Organizational Expertise. FF's STARS is unique to the Denver Area in its approach to peer mentoring and with an emphasis on effective training of the participating Mentors. UNC has the unique advantage of partnering with the traditional Quinceañera ceremony targeting the Hispanic community. It reaches students and parents in a neutral, fun environment which promotes positive parent/child interaction. Both curricula were developed by FF so the organization has been able to make direct adjustments to programming based on evaluative results while incorporating evidence-based best practices. Based on current research and the demonstrated effectiveness of programs that are modeled on positive youth development best practices, over the past three years, FF has completely rewritten STARS to improve effectiveness, and UNC to make it more applicable to both male and female students.

FF has been successfully implementing the evidence based program, Project AIM since 2010 under teen pregnancy prevention programming from the Federal Office of Adolescent Health. FF has served over 5000 students in the Denver Metro area with Project AIM. The program has shown excellent outcomes and FF staff have become experts on how to deliver the curriculum with fidelity and excellence. FF has found that Project AIM has a unique ability to truly resonate and cause change within youth, which can be difficult in short classroom education settings. Outcome data for FF programs can be found on Page 10 and in Appendix J.

Geographic !	

Table 1:	Proposed Progra	ms and	Service	Areas	0.00	19. 25a v 5	la de		10.00	
Program	Location	# of students to be served	School District	City	% Living below the poverty line (a)	% participating in F&R lunch program	% Hispanic (b)	% African American	% Caucasian	% Another Race
STARS	Bennett Middle & High School	40	29J	Bennett	8.5	35	23	0	70	7
UNC	St. Augustine Catholic Church	30	27J*	Brighton	7.8	NA	39	1	53	7
Project AIM	Adams City Middle School	100	14	Commerce City	20.0	89	81	2	16	1
Assemb ly	District 50 Conference	300	50**	NA	20.5	84	72	2	19	7
* St. Augu	stine is located in A	dams Di	strict 27J,	but demograph	ics are p	ulled usir	ıg its z	zip cod	e: 806	i01



**Adams District 50 demographic information determined by averaging results of Adams 50 Middle & High Schools (which are located in zip codes 80221 and 80030)

Sources: (a) City-Data.com (b) GreatSchools.org

FF proposes to serve 470 students with pregnancy prevention and positive youth development programming through STARS, UNC, Project AIM (AIM), and an Assembly. STARS will serve 30 Mentees and 10 Mentors. It will be located in a rural community, Bennett, Colorado, with Mentors coming from Bennett High School and Mentees from Bennett Middle School. UNC will serve 30 students and 30 parents. It will be located at St. Augustine Catholic Church in Brighton. FF will provide Adams City Middle School with Project AIM to 100 students, across four different classes. Adams City Middle School is located in Commerce City. FF will reach 300 students through an Assembly at the District 50 Conference. See Table 1 above for details on each program location. Memorandums of Understanding with each partner can be found in Appendix A.

Organizational Experience in Adams County. FF has established partnerships and programs within Adams County schools and churches through consistent service over more than 17 years. FF has earned several awards from Adams County including an Adams County Certificate of Appreciation in 2006, Adams County Human Services Department recognition of partnerships for synergistic success 1999-2009, Adams County Department of Social Services certificate for contribution to the success of TANF 1997-2007, and Adams County TANF partner award 1998-2009. Through many different streams of funding, ongoing partnerships with Adams County schools, churches, and nonprofits have made FF a trusted service provider for teen pregnancy prevention programs. Outside of current Adams County funding, during 2015 FF provided positive youth development programming at Westminster High School (TOP®), Prairie View Middle School (STARS & AIM), Bennett Middle School (AIM), St. Augustine Catholic Church (UNC) and provided a teacher training entitled Engaging Boys of Color with Dr. LaMarr Shields at Westminster High School. Under separate funding FF will continue serving Westminster High School and Prairie View High School with the STARS Peer Mentoring Program in the 2016-2017 academic year. FF is invested in creating thriving communities in Adams County.

FF has a crisis referral system for youth who may need additional help or resources beyond what FF provides. FF partners with a number of agencies that address a wide range of youth issues in Adams County. If needed, youth will be referred. Additionally, each staff member and each STARS Peer Mentor has a list of agencies and hotlines to which to refer Adams County students. Lastly, several of our staff members receive as many as twenty hours per year in professional development and training in various issues affecting youth, including training in trauma informed care.

Summary of 2015-2016 Organizational Budget.

Ordinary Income/Expense		Annual Total
Income		
Total Grant		1,261,659
NON-GRANT INCOME		
	Individual Donations	25,504
	Colorado Gives Day	13,500
	Foundation Donations	61,000



	Speaking Fee Income		5,150	
	Book & Merchandise Income		0	
	Miscellaneous Income		2,055	
	Indirect Recovery		86,114	
TOTAL NON-GRANT INC	OME		193,324	
TOTAL INCOME PROGRAM EXPENSES			1,454,983	
Miscellaneous Expenses			1,200	
Book and Merchandise Expe	ense		11,887	
Contract Services			14,163	
Education and Training	:		129,014	:
Evaluation			21,627	
Office Supplies/Printing			29,613	
Salaries & PR taxes			936,384	
Program Expenses - UN	i c		4,055	: i
Program Expenses - ST	ARS		13,584	
Mileage			18,616	
Travel: Grant Conferences			17,517	
Total Program Expense			1,197,660	
GENERAL & ADMIN EXPENS	SES			
Book and Merchandise Expe	nse		453	
Meeting Expense			2,662	
Bank Fees/Credit Card Fees	4		1,660	
Donor Development			2,178	
Equipment Rental	•		8,587	
Education & Training			900	
Insurance			6,347	i.
Marketing			15,305	
Misc. Expenses			15,426	
Office Supplies & Printing			11,918	
Salaries and PR taxes			98,416	
Postage and Delivery			1,790	
Professional Fees			12,908	
Rent and R/M		4	58,116	•
Speaking engagement			1,000	
Telephone/Utilities Travel / Mileage			11,359 2,149	
Total Gen & Admin Expense		-	251,176	
	TOTAL EXPENSES	_	1,448,835	
Net Income		-	6,147	
less deferred foundation	Inc.	•	(40,000)	
Adjusted Net Income(los		=	(33,853)	



2. PROPOSED SERVICES

FF proposes to serve the youth and parents of Adams County through four different programs:

- 1) STARS Peer Mentoring 40 youth served: 30 Mentees/10 Mentors
- 2) Un Nuevo Comienzo 30 youth served/30 parents served
- 3) Project AIM 100 youth served
- 4) District 50 Conference Assembly 300 youth served

STARS Peer Mentoring Program. STARS is a student-led, cross-age, peer-mentoring program in which high school upperclassmen mentor lowerclassmen or middle school students. STARS stands for Students Teaching About Relationships and Success and was started by FF in 1996 as a way to provide support, character development, and healthy relationship education to youth. During the 2014-2015 school year, 588 students participated as mentees in STARS. The three core elements of STARS are: 1) Self Awareness: students learn to recognize their own strengths, struggles and influences and learn to manage those things in a positive way; 2) Future Focus: because teens are pulled in a million directions, STARS students learn to consider their next steps and beyond when they make decisions, considering how the choices they make now affect their future; 3) Mentor Life: students always have someone investing in them and are always investing in someone else.

STARS programming provides young people with skill development to thrive and become leaders in their community. Research shows that peer mentoring has a positive impact on school connectedness, grades and academic achievement, pro-social behaviors and attitudes, and feelings of competency and self-efficacy. Based on that research there are five expected outcomes of the STARS: 1) Students will identify and pursue healthy dating, social, familial and professional relationships; 2) Students will show an increase in the number of 40 developmental assets; 3) Students will show an increase in pro-social behaviors, specifically academic performance, empathy, community engagement, family connectedness and positive peer relationships; 4) Students will show a decrease in anti-social behaviors, specifically bullying, school discipline referrals, and negative peer relationships; 5) Students will delay the onset of, and/or decrease participation in high-risk behaviors, specifically drugs, alcohol, tobacco, sexual activity and violence.

FF Program Coordinators will meet with peer mentors for one hour a week, 26 weeks consecutively during the school year for training and preparation for mentee meetings. Also, at the beginning of the program, mentors spend a full day receiving training on best practices, and then have an additional day mid-year to review best mentoring practices. Mentors then facilitate weekly one-hour mentoring sessions covering topics such as goal setting, self-control, identifying and maintaining healthy relationships, effective communications skills, self-determination and refusal skills. Each summer, peer mentors attend the four day STARS National Conference (SNC). SNC empowers and motivates teens to become leaders, build healthy relationships and avoid high-risk behaviors. Teens get to experience life on a college campus while building important life skills and learning to be a positive role model in their communities. Under funding from Adams County, FF will continue the STARS Mentoring Program at Bennett Middle School (with Mentors from Bennett High School) that has been in place for seven years. During 2016, 30 Mentees and 10 Mentors will be served. It will also provide scholarships for 10 Mentors to attend SNC.

Un Nuevo Comienzo. UNC is a bilingual program that promotes positive youth development and healthy relationships to Hispanic participants ages 11-15 and their parents. The Core



Elements of UNC are (1) Positive Family Communication: Teens and their parents learn how to communicate openly and honestly with one another as they explore teen issues together, leading to a stronger family bond; (2) Cultural Relevance: Through examining the historic roots of the Quinceañera tradition, teens and their families learn how to restore those timeless values to their lives; (3) Community Service: As teens mature they can transition from being self-focused to others-focused through community service; (4) Leadership Development: Teens learn how to avoid high risk behaviors and positively influence their peers and communities. UNC is delivered in eight three hour sessions with a shared meal at each session and each youth participant has at least one parent or guardian in attendance. It is delivered in both Spanish and English, with a graduation ceremony at the end. For this grant term, FF will partner with St. Augustine Catholic Church to provide two eight week programs over the course of 2016. Each program will have a minimum of 15 students and 15 parents in attendance.

Project AIM. AIM is a positive youth development program that is evidence based for teen pregnancy prevention and HIV prevention. AIM encourages youth to articulate their personal goals by using activities to teach students the skills required to achieve these goals. The three core elements of Project AIM are 1) Engage youth in thinking about a positive possible future self, 2) Engage youth in present actions to achieve future success, 3) Encourage youth to safeguard their future through risk reduction. During the 2014-2015 school year 1,776 students participated in Project AIM. Project AIM is based on the Theory of Possible Selves which states that a person's motivation is determined by a balance of positive and negative ways that they see themselves in the future. Individuals who are able to imagine both possible positive and negative futures are more likely to work toward their life goals and achieve future success. Thus, Project AIM encourages at-risk youth to imagine a positive future and discuss how current risk behaviors can be a barrier to successful adulthood. Project AIM is comprised of twelve fiftyminute sessions delivered twice a week over six weeks. In the original study in which Project AIM received its evidence-based status, twelve weeks after the programming was complete participating students showed increased abstinence and decreased intention to engage in sexual activity compared with youth who were not receiving programming. During the fall of 2016 FF will partner with Adams City Middle School to provide Project AIM to 100 students, most likely divided among four separate classes.

Assemblies. FF has been partnering with District 50 to provide an assembly speaker to their youth during their annual conference for over ten years. FF's school assemblies provide youth with a powerful concentrated message that promote positive choices and healthy relationships from motivational national youth speakers. In partnership with District 50, FF will provide a relevant and qualified speaker for the 2016 conference. 300 students are expected to attend.

Organizational Capacity to Provide Service. As a pioneering nonprofit organization in the field of positive youth development, FF has been providing services for 22 years. In addition to providing direct services, programs developed by FF have been used as a model for other communities. FF serves as a resource to train communities to implement youth services and programs. In 2010, because of FF's expertise, the organization was contracted to write three training modules (Peer Mentoring, Parent Education, and Implementing Abstinence in Rites of Passages) for Pal-Tech, through a contract with the USDHHS Community Based Abstinence Education grant. FF received a \$2.3M Multistate Mentoring Initiative grant from the Office of

Juvenile Justice and Delinquency Prevention (OJJDP) for programming from 2010-2013 with additional fourth and fifth extension years. Under this OJJDP grant, FF met all targets within budget and even exceeded the planned number of students served by more than 100% (1,000 instead of the planned 480) due to program success and increased involvement by school personnel encouraging student involvement in the program. In 2014, OJJDP awarded FF \$1M and the Office of Minority Health awarded FF \$1.5M, both for three year grant terms. In 2010, FF was awarded the \$4.5M Teen Pregnancy Prevention (TPP) Tier 1 Replication grant from the Office of Adolescent Health. FF also just completed programming under a grant from the Administration for Children and Families that was awarded in 2013. FF has received TANF (Temporary Assistance for Needy Families) funding from Adams County since 1997. FF has successfully managed funding from the Colorado Department of Education for five years. FF has participated in rigorous program evaluation with independent evaluators who have conducted quality analytical research and submitted articles to reputable peer-reviewed journals. Result highlights of FF programs and evaluations have been presented at four national meetings. On a regular basis, FF staff members receive requests for technical assistance and training on youth issues and mentoring from organizations across the country. The staff conducts presentations at youth assemblies, national conferences, youth retreats and conferences, and teacher trainings.

Reimbursement. FF maintains an average cash balance in savings of approximately \$210,000, and is therefore able to prepay all grant expenses. 100% of FF grant funding is on a reimbursement basis, so the organization has sufficient cash flow. An unrestricted reserve amount of \$310,000 is also maintained. FF is fully able to pay all necessary expenses for the Adams County grant and be reimbursed with a 30 day period in between invoice submittal and reimbursement.

<u>Program Meeting Details</u>. Because of the nature of FF's programming, days and hours of service are coordinated with each program location based on their specific needs. STARS currently meets on Monday afternoon. UNC typically meets on Saturday. Project AIM's twelve sessions will be scheduled to meet twice a week for six weeks.

<u>Client Referral</u>. FF works with each program location to determine who is in most need of programming. STARS at Bennett Middle School has an application process for Mentors, and Mentees opt in and/or are referred by counselors, teachers or family members who have been in the program in the past. Families sign up for UNC together. For Project AIM, FF will partner with school administration and counselors to determine which of their students will most benefit from programming.

Enhancing ADHSD's Service Through Tested Curriculum. FF's proposed project will enhance ADHSD ability to serve the community, reduce teen pregnancy and improve teen decision making regarding high risk behavior. FF's programs consistently produce positive change in participants. For FF's program outcomes see Section XX, page XX. This is because both STARS and UNC are based in best practices and Project AIM has undergone rigorous evaluation gaining evidence based status with demonstrated findings of increasing students' intent to be abstinent, and delaying sexual initiation. UNC has a two pronged positive approach by (1) utilizing positive youth development strategies and (2) including the parents in the program thereby increasing parent/child communication. Research consistently shows that



parental involvement in youth's lives is a large determinant of future success. STARS is a peer mentoring program which is a relatively new approach to addressing high risk behavior in youth, but findings indicate its efficacy for reducing high risk behavior and increasing school engagement. In a program in Vermont that paired high school students with at-risk seventh and eighth graders, teachers reported increased attention and attendance for the 30 at-risk students participating in the program and school records indicated a 30% decline in the number of disciplinary actions¹. In a 2010 study, 2,097 teens from 65 high schools within 14 school districts across eight states were surveyed to explore the potential of mentoring relationships in influencing school engagement and risk behavior. Findings revealed that mentoring relationships encouraged school connectedness, which is associated with reduced risk behaviors2. Small single-site randomized studies have also consistently demonstrated positive findings on the effects of peer mentoring. The outcomes of these studies are consistent with adult-to-youth mentoring programs, and demonstrate that peer mentoring may improve youth's school connectedness, attitudes toward peers, self-efficacy, academic achievement, social skills and inclination toward high risk behavior³. FF's programs that lower instances of high risk behavior and increase school connectedness lay the groundwork for students to reach successful futures.

3. PROGRAM EXPERTISE AND PERSONNEL

The management structure and design for this project will be similar to previous structures FF has successfully utilized under Adams County funding. FF has an experienced team prepared to provide excellent leadership for this program. FF staff members come from diverse backgrounds ranging from education to administration, providing a well-rounded organization.

Table 2: Adams County Staff				200
Title	Abbrv.	Staff Name	% FTE	Hrs/ Wk
Executive Director	ED	Elycia Cook	.047	1.88
HR/Operations Manager	HROM	Nancy Parker	.035	1.40
Grant Manager	GM	Chava Fox	.100	4.00
Educators/Coordinators	E/Cs	Multiple	.550	22.00
Communications Coordinator	CC	Alli Berney	.047	1.88
Finance Manager	FM	Kristin Brunner	.047	1.88
Bookkeeper	BK	Meg Jamtgaard	.057	2.28

Executive
Director (ED),
Elycia Cook, has
over 10 years'
experience
working with
positive youth
development
programs and has
been employed at
FF since 2008.
See Table 2,

above, for complete Adams County staff list. She has successfully managed multiple grants including six federal, two state and one county grant, and several foundations grants. She is personally responsible for over 80% of the individual donations to FF. Her experience also includes working with independent evaluators to conduct rigorous evaluations, including randomized and quasi-experimental designs and Board Development. The ED (.047 FTE) will provide general oversight and will be the authorized representative for the project. During that time she will maintain guidance of the overall scope and direction of the project, attend all staff trainings, conduct quality and fidelity program observations, create stakeholder reports, attend

Gensemer, P. (2000). Effectiveness of cross-age and peer mentoring programs. Retrieved from http://www.eric.ed.gov/PDFS/ED438267.pdf
 Black, David S., Grenard, Jerry L., Sussman, Steve, Rohrback, Louise A. (2010). The influence of school-based natural mentoring relationships on school attachment and subsequent adolescent risk behaviors. Health Education Research, Oxford University Press.

³ Karcher, M.J. (2008). The Cross-Age Peer Mentoring Program: A Developmental Intervention for Promoting Students' Connectedness Across Grade Levels. *American School Counselor Association Professional School Counseling Journal*. Retrieved from http://www.developmentalpress.com/ProfessorKarcher/CAMP Articles files/Karcher 08 CAMProgram.pdf



meetings with schools, direct staff performance reviews, and oversee hiring, marketing and public relations. The ED directly oversees: 1) the Finance Manager; 2) the HR and Operations Manager; 3) the Grant Manager to ensure effective grant management.

HR and Operations Manager (HROM), Nancy Parker has four years of experience with FF, a long history of successful administrative positions and is a certified Senior Professional in Human Resources. The HROM (.035 FTE) handles all HR issues, contracts and contractor agreements, and liability and compliancy issues.

Grant Manager (GM), Chava Fox has five years of successful experience with FF, ensuring effective program implementation and overseeing grants. The GM (.10 FTE) will work with Adams County for any budget or reporting issues.

FF Program Educators and Coordinators will devote 22 hours a week to Adams County Programming. <u>STARS</u> at Bennett Middle School is facilitated by Mary Edet. Mary has been successfully implementing effective programming with FF for over five years, and has been leading Bennett STARS for four years. Mary is certified to train new FF staff members and upperclassmen Mentors in the STARS curriculum and core elements. <u>UNC</u> at St. Augustine will be facilitated by Linda Platt. Linda is a contractor who has been implementing UNC since its inception in 2004. All of FF's program staff are trained in <u>Project AIM</u> and have a minimum of one year experience implementing the curriculum.

Communications Coordinator (CC), Alli Berney, has almost four years' experience with FF. The CC, (.047 FTE) is responsible for website maintenance as it relates to this project, and all marketing, PR materials, flyers and promotional items for trainings, recruitment activities and the STARS National Conference. The CC is also responsible for program registration and for attending all events such as graduations, trainings and some recruitment activities to capture these events for future marketing, promotion, grant and stakeholder reports.

Finance Manager (FM), Kristin Brunner, has 23 years of accounting experience and has a Bachelor of Business Administration and Accounting, and successfully passed the CPA exam. Under Adams County funding the FM (.047 FTE) will spend her time overseeing the grant budget, submitting reports, requesting monthly drawdowns, monitoring spending activity, handling all grant related accounts payable and receivable and assuring that FF is in compliance with the office and management budget guides for government funding. Bookkeeper (BK), Meg Jamtgaard (.057 FTE), has been on staff for almost a year and will work closely with the FM to assist with routine accounting operations as assigned. In addition, she will provide general administrative support to the office. No subcontractors, as defined on page 18 of RFP 2015.287 will be utilized for this project.

<u>Colorado Revised Statute § 8-17.5-101 and EVerify Program</u>. Please see Appendix B for Offeror's Certification of Compliance.

4. FEE SCHEDULE

Please see Appendix C for Fee Schedules.

5. COMPARABLE PROJECTS

FF has partnered with Adams County under TANF funding since 1999. In 2015 under Adams County funding with an approximate budget of \$81,000, FF implemented an almost identical scope of work as the one proposed in this application. See Table 3 below for 2015 Scope of Work; see pages 5-6 for program descriptions, and pages 2-3 and 8-9 for FF's experience.



Table 3: Co	omparable Project l	Details	
Program	Location	# Students Reached*	Program Details
STARS	Bennett, CO	40	Bennett's population is primarily Caucasian. STARS programming meets once a week for the entire school year, establishing deep relationships between Mentees and Mentors, which is key to programming.
UNC	Holy Trinity Church, Westminster, CO	20	The population that attends UNC is almost exclusively Hispanic. Through the eight week program 20 students and 20 parents were served.
Classroom Education: Pursue	Overland Trail, Prairie View HS, Ralston Valley	300	The Pursue program was two to three days long and covered sexual risk avoidance topics. Participants were largely Hispanic and Caucasian.
Assembly	District 50 Conf.	300	The population of District 50 is mainly Hispanic. Students heard a motivational speaker who encouraged positive choices.
*all number	s are approximate		

Sample Monthly Report. Please see Appendix D for a sample of a monthly report.

Annual Outcomes. STARS was rewritten from a twelve-week curriculum to a year-long curriculum in 2012, based on what the current research was demonstrating to be most effective. Since that time FF has consistently observed an increase in (1) Students' understanding of healthy boundaries and the benefits of avoiding high risk behaviors; (2) Students' future orientation and goal setting skills; (3) Parent/Child communication, particularly about important topics; (4) Students' self-confidence.

Since 2004 FF has observed consistent positive results from <u>UNC</u> as well. After programming there is a positive percentage increase of both parents and students who report talking to one another weekly and about important topics such as alcohol, drug use and sex. After programming students typically have a higher intention to attend college, report that it is important to talk to their boyfriend or girlfriend about healthy boundaries, and a higher intention to abstain from sexual activity.

FF has been implementing Project AIM since 2010 and has consistently seen a decrease in students' intent to engage in sexual activity. Project AIM also results in increased (1) Parent/Child communication; (2) Students' awareness of peer influence; (3) Students' knowledge of how to create a healthy relationship; (4) Students' future orientation; (5) Students who have tangible goals set for the future. Please see Appendix J for further details on FF program outcomes.

6. REFERENCES

Please see Appendix E for References and Appendix F for Letters of Recommendation.

7. W-9 & VENDOR INFORMATION SHEET

Please see Appendices G for W-9 and Appendix H for Vendor Information Sheet



Appendix A: Memoradums of Understanding

STARS PEER MENTORING PROGRAM MEMORANDUM OF UNDERSTANDING

between

FRIENDS FIRST, Inc.

and

Bennett Middle School

7100 E. Belleview Ave., Suite 303 Greenwood Village, CO 80111

455 8th Street Bennett, CO 80102

This Memorandum of Understanding between FRIENDS FIRST (FF) and Bennett Middle School is established to collaborate in the areas of mentoring programming under funding from Adams County.

Section I: FRIENDS FIRST, Inc.

- (A) Provide funding and resources for the implementation of STARS Peer Mentoring programming.
- (B) Provide program facilitators for each class to implement STARS. Provide a data collector to conduct student pre, post and follow up surveys. Provide all materials, trainings, curriculum and service-learning implementation costs.
- (C) Conduct a required background check for each facilitator, instructor, data collector and guest speaker.
- (D) Work with outside independent evaluator to analyze student data.
- (E) Provide yearly progress reports to school to show change in student behavior after implementation of the program.
- (F) Present the program and description at the start to any appropriate board or group or committee in the school.
- (G) Follow school procedures for signing in and presenting appropriate identification if asked.

Section II: Bennett Middle School

- (A) Provide classroom time for the program for 25 weeks and three sessions for administration of surveys for the students with signed parental permission.
- (B) Agree to participate in the evaluation of STARS, which includes a pre-survey prior to instruction, and a post survey immediately following instruction.
- (C) Provide a contact on school's staff to work with FF staff to promote programming and assist FF staff to secure parent/student consent forms for evaluation.
- (D) Provide FF with access to data around student achievement topics (e.g. graduation, delinquency, suspensions).
- (E) Assist FF in conducting surveys with questions that align with the intended outcomes of the program. Questions on the survey are to measure knowledge, attitudes, intentions and behavior immediately before and after programming. Questions on the survey will address students' knowledge, attitudes, intentions and level of participation in high-risk behavior such as alcohol/tobacco/drug use, sexual activity, violence and bullying. (FF compiles with all HIPPA laws in regards to handling surveys and all confidential information. An independent evaluator, who will only report aggregate findings and responses, handles compiling data. Parental consent or opt-out is required. In regards to the survey FF works closely with the grantor, evaluator, and the school.) (F) Ensure that teachers partner with FF staff in classroom management efforts.

Section III: Duration of Agreement. This agreement shall take effect upon award of Adams County funding in January of 2016 and continue until the end of grant funding with annual renewals.

Section IV: Signatures of Agreement. I, the undersigned, agree to the Memorandum of Understanding for the implementation of STARS under Adams County funding in partnership with FF.

Elycia Cook

ecook@friendsfirst.org

NOTE (A) BSO ZIJ. COM

Elycia Cook, Executive Director, FRIENDS FIRST

Printed Name

Email

Signature, Authorized Representative,

Bennett Middle School

Printed Name

Email

UN NUEVO COMIENZO PROGRAM MEMORANDUM OF UNDERSTANDING

FRIENDS FIRST, Inc. 7100 E. Belleview Ave., Suite 303 Greenwood Village, CO 80111

and

St. Augustine Catholic Church 178 South 6th Avenue Brighton, CO 80601

This Memorandum of Understanding between FRIENDS FIRST (FF) and St. Augustine Catholic Church is established to collaborate in the areas of teen pregnancy prevention under funding from Adams County.

SECTION I: Scope of work to be performed by FRIENDS FIRST

- A. Provide funding and resources for the implementation of Un Nuevo Comienzo programming.
- B. Provide program facilitators to conduct the Un Nuevo Comienzo program for 8, 3-hour sessions.
- C. Provide a data collector to conduct student pre and post surveys.
- D. Provide all materials, trainings and curriculum for all participants.
- E. Conduct a required background check for each facilitator/instructor.
- F. Work with independent evaluator to collect evaluation curriculum fidelity, performance process and student outcome data with questionnaires and conduct focus groups.
- G. Provide yearly progress reports in meeting or narrative about the implementation.
- Present the program and description at the start to any appropriate board or committee.

SECTION II: Partnership agreements made by St. Augustine Catholic Church

- A. Provide space and time for the program to meet for eight sessions, three hours each, twice a year.
- B. Provide participants for two programs per year with approximately 15 youth per program.
- C. Agree to participate in FF implementation of the program with fidelity to the core curriculum elements.
- D. Agree to participate in the evaluation of the Un Nuevo Comienzo program, which includes a pre-test prior to instruction and a post-test following instruction for youth and parents.
- E. Assist FF in conducting surveys (if needed) with questions that align with the intended outcomes of the program. Questions on the survey are to measure knowledge, attitudes, intentions and behavior immediately before and after programming. Questions on the survey will address students' knowledge, attitudes, intentions and level of participation in high-risk behavior such as alcohol/tobacco/drug use, sexual activity, violence and bullying. (FF complies with all HiPPA laws in regards to handling surveys and all confidential information. An independent evaluator, who will only report aggregate findings and responses, handles compiling data. Parental consent or opt-out is required. In regards to the survey FF works closely with the grantor, evaluator, and the partner.)
- F. Promote the program, recruit participants and assist FF staff in securing parent consent and student assent forms developed by an evaluation team.

Section III: Duration of Agreement. This agreement shall take effect upon award of Adams County funding in January of 2016 and continue until the end of grant funding with annual renewals.

SECTION IV: Signatures of Agreement. I, the undersigned, agree to the Memorandum of Understanding for the Implementation of STARS under Adams County funding in partnership with FF.

Elycia Cook, Executive Director, RIENDS FIRST

Elycia Cook

Elycia Cook

Printed Name

Elycia Cook

Printed Name

Email

Anague B stangus tiacbrigh ton. org

Signature, Authorized Representative,

St. Augustine Catholic Church

Elycia Cook

Printed Name

Email

Date

10-30-201

Project AIM Memorandum of Understanding

This Memorandum of Understanding between FRIENDS FIRST (FF) and Adams City Middle School is established to collaborate in the areas of teen pregnancy prevention if Adams County grants funding to FF.

SECTION I – FRIENDS FIRST

- A. Provide funding and resources for the implementation of Project AIM (Adult Identity Mentoring) through the award of the Adams County TANF Funding.
- B. Provide two program facilitators for each class to conduct Project AIM twice a week for six weeks for a total of 12 sessions per class. Provide a data collector to conduct student pre, post and follow up surveys.
- C. Conduct a required background check for each coordinator, instructor, data collector, and guest speaker.
- D. Work with outside independent evaluator to analyze student data.
- E. Provide yearly progress reports to school to show change in student behavioral changes after implementation of Project AIM.
- F. Present the program and description at the start to any appropriate board or group or committee in the school.
- G. Follow school procedures for signing in and present appropriate identification if asked.

SECTION II – Scope of work to be performed by the Program Location

- A. Provide classroom time for the program twice a week for 6 weeks for a total of 12 lessons and three sessions for administration of surveys for the students with signed parental permission.
- B. Agree to participate in the evaluation of Project AIM, which includes a pre-survey prior to instruction, a post-survey immediately following instruction and a follow-up survey three months after instruction.
- C. Provide a contact on school's staff to work with the FF staff to promote programming and assist FF staff to secure parent/student consent forms for evaluation.
- D. Provide FF with access to data around student achievement topics (e.g. graduation, delinquency, suspensions).
- E. Assist FF in conducting surveys with questions that align with the intended outcomes of the program. Questions on the survey are to measure knowledge, attitudes, intentions and behavior immediately before and after programming, and again three months later. Questions on the survey will address students' knowledge, attitudes, intentions and level of participation in high-risk behavior such as alcohol, tobacco, drugs, sexual activity, violence and bullying. For survey details see attached pages. (FRIENDS FIRST complies with all HIPPA laws in regards to handling surveys and all confidential information. Compiling data is handled by and independent evaluator, who will only report aggregate findings and responses. Parental consent or opt-out is required. In regards to the survey FF works closely with the grantor, evaluator and the school.)
- F. Ensure that teachers partner with FF staff in classroom management efforts

SECTION III – Duration of Agreement

أنان والأراف الأراف والمتلافع والمتلافة والمتالية

This Agreement shall take effect January 1, 2016 and continue until December 2016.

SECTION IV: Signatures of Agreement

I, the undersigned agree to Adams City Middle School Memorandum of Understanding for the Project AIM- Teen Pregnancy Prevention program in partnership with FRIENDS FIRST, Inc.

Adams City Middle School		FRIENDS FIRST, Inc.	•
Jennifer Skrobela	Principal	Elycia R. Cook	Executive Director
Printed Name	Title	Printed Name	Title
Semukes	2/19/15	EM Vool	2/19/15
Sylnature /	Date	Signatura	Date

Attachment C: Fee Schedules

FRIENDS FIRST - ADAMS COUNTY GRANT PROPOSAL FEE SCHEDULE - 2016

Position/Base Expenses	Description	Allocation of Time	Salary & Benefits	Over- head	Cost to Contract
	<u>-</u>				
Elycia Cook, Executive Director	Provides direction for project & conducts program observations	4.70%	114 270	NT/A	6 275 01
Nancy Parker, HR	conducts program observations	4.70%	114,379	N/A	5,375.81
& Operations	Provides Human Resource support				
Manager	for grant	3.50%	60,335	N/A	2,111.73
	Grant supervision of entire	212070		1 11 11	2,111.75
Chava Fox, Grant	program, writes and submits				
Manager	monthly reports	10.00%	62,656	N/A	6,265.60
Program					
Educators/	Provides classes with STARS and				
Coordinators	Project AIM	55.00%	54,933	N/A	30,213.15
Alli Berney,	Assembles program materials and				
Communications	communicates events to mentors				
Coordinator	and parents	4.70%	42,444	N/A	1,994.87
Kristin Brunner,	Produces financial reports and	ĺ			
Finance Manager	monitors program expenditures	4.70%	94,220	N/A	4,428.34
Meg Jamgaard,	Records day to day financial				
Finance Assistant	transactions	5.70%	12,101	N/A	689.76
Rent	Office space	4.70%	93,900	N/A	4,413.30
Telephone	Telephone	4.70%	5,400	N/A	253.80
Utilities	Gas and electric	4.70%	6,000	N/A	282.00
Workers' Comp.	Insurance	4.70%	2,747	N/A	129.11
Liability Insurance	Insurance	4.70%	3,500	N/A	164.50
Office Supplies	Paper, Pens, tape, binders, etc.	4.70%	12,000	N/A	564.00
Copier	Copy machine lease	4.70%	7,584	N/A	356.45
Postage	Stamps	4.70%	2,400	N/A	112.80
	Mountain States Employer's				
Dues	Council	4.70%	3,600	N/A	169.20
Audit	Required Annual A-133 audit	4.70%	9,250	N/A	434.75
		To	otal of base exp	penses:	57,959.16

	TOTAL BUDGET	
Budget Item	Description	Amount
UNC Facilitators	Contract Spanish speaking including 1 Program Coordinator and 2 facilitators.	7,530.00
UNC Supplies UNC Childcare	Supplies for sessions at \$300/ program x 3 programs +\$400 for curriculum printing. Payment for 2 providers, \$30/session x 8 sessions x 3 programs.	1,300.00
Project AIM supplies	Program license (\$2000), program supplies (\$22 per youth x 100 youth).	1,440.00 4,200.00
STARS Supplies	STARS meeting supplies (\$30/ meeting x 24 meetings) + curriculum (\$60 x 10 new mentors).	1,320.00
Mileage	Based on previous years' mileage at the Colorado rate .52 x 4476 miles.	2,327.52
Assembly Speaker	Large group speaker for the annual District 50 conference.	1,200.00
SNC	Four day, three night mentor training \$425 x 10 mentors.	4,250.00
Mentor Life Summi	One day mentor training held in January \$65 x 10 mentors.	650.00
Evaluation	Evaluate the outcomes of implementing STARS and UNC.	6,000.00
	Grand Total	88,176.68

FRIENDS FIRST - ADAMS COUNTY GRANT PROPOSAL FEE SCHEDULE - 2017

Position/Base Expenses	Description	Allocation of Time	Annual Salary & Benefits	Over- head	Contract Column A *
Elycia Cook,	Provides direction for project &	or Time	& Benefits	neau	Column
Executive Director	conducts program observations	4.70%	114,379	N/A	5,537.09
Nancy Parker, Operations & H/R Manager	Provides Human Resource support for grant	3.50%	60,335	N/A	2,175.08
Chava Fox, Grant Manager	Grant supervision of entire program, writes and submits monthly reports	10.00%	62,656	N/A	6,453.57
Program Educator/ Coordinators	Provides classes with STARS and Project AIM	55.00%	54,933	N/A	31,119.50
Alli Berney, Communications Coordinator	Assembles program materials and communicates events to mentors and parents	4.70%	42,444	N/A	2,054.71
Kristin Brunner, Finance Manager	Produces financial reports and monitors program expenditures	4.70%	94,220	N/A	4,561.19
Meg Jamgaard, Finance Assistant	Records day to day financial transactions	5.70%	12,101	N/A	710.45
Rent	Office space	4.70%	93,900	N/A	4,501.57
Telephone	Telephone	4.70%	5,400	N/A	258.88
Utilities	Gas and electric	4.70%	6,000	N/A	287.64
Workers' Comp.	Insurance	4.70%	2,747	N/A	131.69
Liability Insurance	Insurance	4.70%	3,500	N/A	167.79
Office Supplies	Paper, Pens, tape, binders, etc.	4.70%	12,000	N/A	575.28
Copier	Copy machine lease	4.70%	7,584	N/A	363.58
Postage	Stamps	4.70%	2,400	N/A	115.06
Dues	Human Resource consultant- Mountain States Employer's Council	4.70%	3,600	N/A	172.58
Audit	Required Annual A-133 audit	4.70%	9,250	N/A	443.44
			Total of base ex	penses:	59,629.10
	TOTAL BUD	GET			
Budget Item	Description				Amount
UNC Facilitators	Contract Spanish speaking including 1 facilitators.	Program Coo	rdinator and 2		7,530.00
UNC Supplies	Supplies for sessions at \$300/ program printing.	x 3 programs	+\$400 for curric	ulum	1,300.00
UNC Childcare	Payment for 2 providers, \$30/session x	8 sessions x	3 programs.		1,440.00
Project AIM supplies	Program license (\$2000), program supp	olies (\$22 per	youth x 100 you	th).	4,200.00

STARS Supplies	STARS meeting supplies (\$25/ meeting x 24 meetings) + curriculum (\$60 x 8 new mentors).	1,080.00
Mileage	Based on previous years' mileage at the Colorado rate .52 x 4476 miles.	2,327.52
Assembly Speaker	Large group speaker for the annual District 50 conference.	1,200.00
SNC	Four day, three night mentor training \$425 x 10 mentors.	4,250.00
Mentor Life Summit	One day mentor training held in January \$65 x 10 mentors.	650.00
Evaluation	Evaluate the outcomes of implementing STARS and UNC.	6,000.00
	Grand Total	89,606.62

FRIENDS FIRST - ADAMS COUNTY GRANT PROPOSAL FEE SCHEDULE - 2018

Position/Base		Allocation	Annual Salary	Over-	Contract		
Expenses	Description	of Time	& Benefits	head	Column A *		
Elycia Cook,	Provides direction for project &						
Executive Director	conducts program observations	4.70%	114,379	N/A	5,703.20		
Nancy Parker,			Į.				
Operations & H/R	Provides Human Resource support						
Manager	for grant	3.50%	60,335	N/A	2,240.33		
Chava Fox, Grant	Grant supervision of entire program,						
Manager	writes and submits monthly reports	10.00%	62,656	N/A	6,647.18		
	-	10.0070	02,030	14/71	0,047.10		
Program Educator/	Provides classes with STARS and	55.000/	54.000	N.T.(A			
Coordinators Alli Berney,	Project AIM	55.00%	54,933	N/A	32,053.10		
Communications	Assembles program materials and communicates events to mentors and						
Coordinator	parents	4.70%	42,444	N/A	2,116.36		
Kristin Brunner,	Produces financial reports and		,		, , , , , , , , , , , , , , , , , , , ,		
Finance Manager	monitors program expenditures	4.70%	94,220	N/A	4,698.03		
Meg Jamgaard,	Records day to day financial						
Finance Assistant	transactions	5.70%	12,101	N/A	731.76		
Rent	Office space	4.70%	93,900	N/A	4,591.60		
Telephone	Telephone	4.70%	5,400	N/A	264.05		
Utilities	Gas and electric	4.70%	6,000	N/A	293.39		
Workers' Comp.	Insurance	4.70%	2,747	N/A	134.32		
Liability Insurance	Insurance	4.70%	3,500	N/A	171.15		
Office Supplies	Paper, Pens, tape, binders, etc.	4.70%	12,000	N/A	586.79		
Copier	Copy machine lease	4.70%	7,584	N/A	370.85		
Postage	Stamps	4.70%	2,400	N/A	117.36		
_	Human Resource consultant-						
Dues	Mountain States Employer's Council	4.70%	3,600	N/A	176.04		
Audit	Required Annual A-133 audit	4.70%	9,250	N/A	452.31 61,347.82		
Total of base expenses:							
TOTAL BUDGET							
Budget Item	Description						
IDIO D W	Contract Spanish speaking including 1	Program Coo	rdinator and 2		7,530.00		
UNC Facilitators	Facilitators facilitators.						
IDIGG "	Supplies for sessions at \$300/ program	x 3 programs	+\$400 for curric	culum	1,300.00		
UNC Supplies printing.							
UNC Childcare Payment for 2 providers, \$30/session x 8 sessions x 3 programs.					1,440.00		

Project AIM supplies	Program license (\$2000), program supplies (\$22 per youth x 100 youth).	4,200.00
Troject i in i suppries	STARS meeting supplies (\$20/ meeting x 24 meetings) + curriculum (\$60 x	4,200.00
STARS Supplies	6 new mentors).	840.00
Mileage	Based on previous years' mileage at the Colorado rate .52 x 4476 miles.	2,327.52
Assembly Speaker	Large group speaker for the annual District 50 conference.	
SNC	Four day, three night mentor training \$400 x 10 mentors.	4,000.00
Mentor Life Summit	One day mentor training held in January \$50 x 10 mentors.	550.00
Evaluation	Evaluate the outcomes of implementing STARS and UNC.	6,000.00
	Grand Total	90,535.34



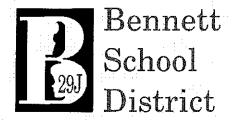
Appendix F: Letters of Recommendation



Appendix D: Sample Monthly Report

Below is the form that UNC Facilitators fill out after every session of the eight-week program. They will submit a maximum of four of these per month dependent upon scheduling.

equence ID;			out the market of the control of	AND SAY COMPANY
Rayence ID:	CHIPPY: WINES	Session Date:	Assistant (if applicable):	
	<u> </u>	ACTIVITIES		
Program Coordinator:	Initial:	Perticipants	initial:	ordendere.
Complete First Hour Activities		Youth participated in First Hour Activities		
omments:		Parents participated in First Hour		:
		Activities		·
omplete Second Hour Activities		Youth participated in Second Hour		
omments:		Activities		
ommen(s)		Parents participated in Second Hour Activities		
Complete Third Hour Activities		Youth participated in Third Hour Activities		
omments:		Parents participated in Third Hour		
		Activities		
Total # of Activities Assigne	id:			
Total # of Activities Complete	ed:			:
List the strengths and successes of this session	4	d stories)	e inglish de geningen en en english	ANTENCOS SE
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. List the barriers or challenges that occurred durin	g this session, and	d how they could have been improved.		
ento Englis per une da sina assenia secis interes tras de 2 mais sina seja, y ej estes de consultación de la c Englis de la composition della composition de	and the second constitution of the second	g terta a sekata ana Pala makamatak da bergalaha, da behisa 1,79 g g g g bahasa kasamata. 1997-190	CONTRACTOR OF THE CONTRACT OF THE PROPERTY OF THE	te mie ebiele, fa
. If any activities were skipped or modified, then ple	ase explain why?			e Advisor
	langa sanggan salit perturbihan salit perturbi.	ander and the article of employing all of the conducts of a countries of the countries of the countries of the 	manter particularitation of producting a second of	ELIPS CAREBUSE
On a scale of 1-5, rate the session overall:	: Engrish periodes			SIEWEND



BENNETT MIDDLE SCHOOL 455 Eighth Street • Bennett, Colorado 80102-7896 (303) 644-3234 ext. 5000 • fax (303) 644-4398

To Whom It May Concern,

October 27, 2015

The Friends First program has provided the STARS Mentoring program to our 6th grade students for the past 7 years. Our STARS club coordinator is Mary Edet. Our 6th grade students are mentored by high school students under the oversight of Mary.

This program has supported our students in many ways, and we have seen many benefits from the weekly STARS meetings. The lessons have included such skills as goal setting, exploring personal boundaries, promoting a positive self-image, assertiveness, refusal skills, and avoiding high risk behaviors. Positive character development is a foundation to each lesson. Because of the high school/6th grade mentoring relationships, the activities are always engaging and meaningful.

Each week allows time for mentor activities and discussion. Relationships between the STAR mentors and the mentees build as the year progresses.

Many of the high school mentors are past STAR club members. These students see the benefit of the mentor/mentee relationships and want to pass what they have learned to the 6th graders. Mentors see the advantage of being supportive role models, making positive choices, helping others, and demonstrating empathy. The 6th graders learn from the experiences of their mentors and often begin making more positive choices during their middle school years.

STARS has made a positive and lasting impact on the Bennett School students. We are pleased to have the Friends First volunteers continue with commitment and dedication to our students. The teachers and staff view the program as positive and rewarding to our students.

Sincerely,

Zach Stall, Assistant Principal

Erin Davis, Counselor



10/10/2015

To Whom It May Concern-

Dear Sir/Madam,

I am approaching you in order to share my insights and my recommendation on the UNC (Un Nuevo Comienzo Program) run by the non-profit organization FRIENDS FIRST.

The UNC program, seeks to promote positive youth development and healthy relationships to Hispanic participants ages 11-15 and their parents. I have witnessed the program being implemented several times in diverse communities, and each time the value of it flourishes.

This program is a strong community building program. It creates the space for families to come together with their pre-teen and teen children and dialogue about important matters that otherwise are overlooked in the daily family interactions. This has very high value to maintain a healthy environment in the family life, which then translates into healthier communities.

Teen pregnancy rates, even though on the decline, still affect our teenagers, particularly in the Hispanic community. According to the US department of Human Health and services, birth rates are higher among Hispanic and African American adolescents than among their Caucasian counterparts. In 2013, Hispanic adolescent females ages 15-19 had the highest birth rate (41.7 births per 1,000 adolescent females). Although there are many reasons why this keeps happening, we know that when the parents can be fully present in their children life, and a dialogue is established, both the self-esteem and the clarity of the teen expand. A teenager that enjoys a healthy home environment of communication and nurturing makes better choices for them and for those around them. The UNC program provides Hispanic families a pause form their everyday struggles and helps them rehearse the dialogue, which certainly can result in better choice making. It is my hope this program can continue being brought to more Hispanic families in the hope of strengthening our communities.

Sincerely,

Candice Bataille
President & Founder

To the Review Board of the Adams County Grant Proposals,

Project AIM, once again last year was a totally successful and impactful series of lessons for our 7th graders. We can't thank FRIENDS FIRST enough for the dedication and professionalism of their teaching staff, for the professional quality of their materials, and, mostly, for the practical forward focus of the lessons.

Having Project AIM at the very beginning of the school year is a great advantage for Cresthill. We saw an overall "climate change" in our 7th graders. They entered the school year timid, worried, and fearful (coming into a totally new environment) and within the first two or three AIM lessons they were transformed into confident, focused, happy children who love to come to school. The joy in our 7th grade teams is palatable.

I have overheard students in the hallways who say "no" to peer pressure because saying "yes" would mess up their plans. These plans are a result of AIM's lessons on individuals making good decisions to help them attain their goals and leave a positive legacy.

I wish you could see the pride of students carrying their 'portfolios' from class to class and showing off their business cards, or the glee with which students explain AIM to their parents at parent/teacher conferences.

I know, as each school year progresses, that we will have specific stories of individual students whose lives have been changed from shy to confident, from outsiders to belonging, from drifters to focused travelers, from followers to leaders because of AIM and the wonderful teachers from FRIENDS FIRST.

The FRIENDS FIRST staff has had a remarkable influence on Cresthill Middle School. We are grateful to them for making AIM possible at CMS. We are, indeed, blessed to work with FRIENDS FIRST and the AIM curriculum.

Sincerely,

Dana Dew, Ron Foote, and Doreen Marion Health Teachers Cresthill Middle School 9195 South Cresthill Lane Highlands Ranch, Colorado 80130

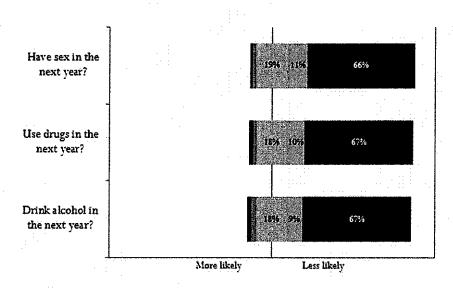


Appendix J: Further Outcome Data

During 2015 across both STARS, UNC and AIM students reported that programming made them less likely to have sex, use drugs or drink alcohol in the next year.

STARS and UNC:

A majority of participants said participanting in the program made them less likely to have sex in the next year, use drugs in the next year, and drink alcohol in the next year.



■ Much less likely

Somewhat less likely

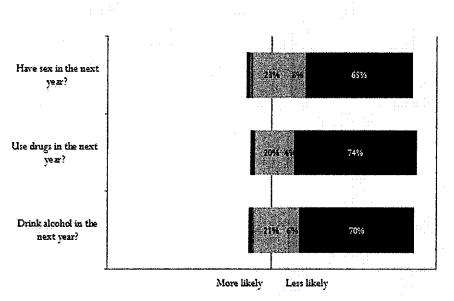
No change

Somewhat more likely

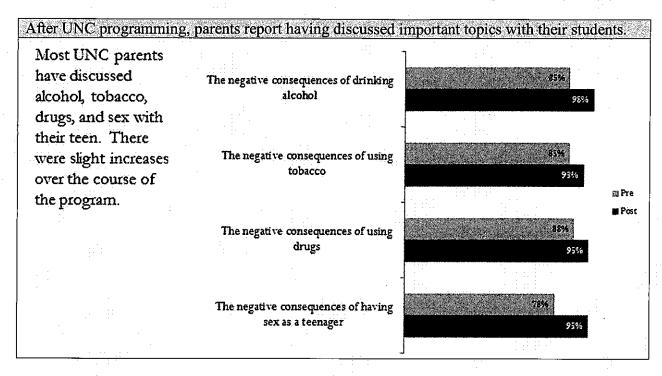
Much more likely

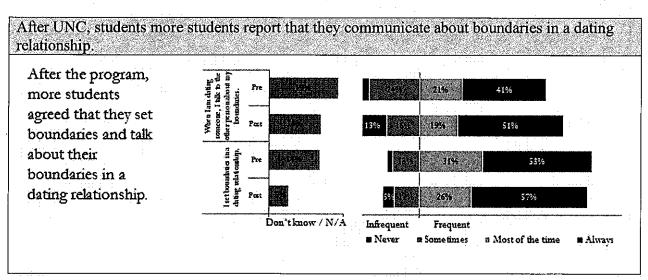
AIM:

A majority of participants said participating in the program made them less likely to have sex in the next year, use drugs in the next year, and drink alcohol in the next year.



■ Much less likely ■ Somewhat less likely ■ No change ■ Somewhat more likely ■ Much more likely







After Project AIM in 2015, there was a statistically significant increase in students who had a firm grasp on their future and the steps to take to make it positive.

A composite measure of these 5 items showed a statistically significant increase from baseline to postprogram (p<.01) and from baseline to 3month follow-up (p<.05). There is a similar pattern across items where "strongly agree" increases from baseline to postprogram, and those gains decline slightly at 3-month follow-up but remain higher than baseline.

·				
Thave set goals for my future,	Pre		7% 38%	53%
	Post		38% 38%	67%
	FUP		54 31% T	61%
Soing well in school will help me achieve my future goals.	Pre		%13%	83%
	Post		1594	84%
	FUP		25 (576)	80%
can itagine what my future looks like.	Fre		13 ,146	36%
	Post		19% 38%	50%
	FUP		J 1 156 3856	45%6
I know how to identify adults who can be my role models.	Pre		6% 26%	66%
	Post		6.2%	72%
	FUP		7% 22%	70%
identified adults who can help me reach my goals.	Pre		h-6 75%	65%
	Post		5 48 (15%)	79%
	FUP		9% 23%	66%
/		Disagree	Agree	

Strongly Agree | Somewhat Agree | Neither Agree nor Disagree | Somewhat Disagree | Strongly Disagree

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.

FRIENDS FIRST, Inc.		11/2/2015 Date
Company Name	 	
Elycia Cook		

Signature

OFFEROR:

Executive Director

Title

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



REQUEST FOR PROPOSAL

2015.287 PREGNANCY PREVENTION PROGRAM Temporary Assistance for Needy Families (TANF)

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

Accenda #	_ through Addenda#
(If No	one, Please write NONE)
FRIENDS FIRST, Inc.	11/2/2015
Company Name	Date JO
7100 E. Belleview Ave. Suite 303	Suca / Cook
Address	Name and Signature of Authorized Person
Greenwood Village, CO 80111	Elycia Cook
City, State, Zip Code	Printed Name
Arapahoe	Executive Director
County	Title
(720) 981-9193	(720) 981-9104
Telephone	Fax
ecook@friendsfirst.org	
E-mail Address	

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

Exhibit:

RFP 2015.287 Scope of Services

EXHIBIT A

ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL 2015.287

PREGNANCY PREVENTION SERVICES

Temporary Assistance for Needy Families (TANF)

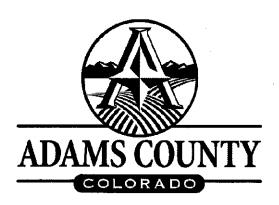
All Documents and Addendums related to this RFP will be posted on the Rocky Mountain Bid System at: http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp

RFP Issuance Date: Friday, October 16, 2015

Written questions regarding this RFP will be accepted through October 21, 2015 by 2:00 p.m.

RFP Opening Date: November 3, 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). ACHSD is looking for providers who will deliver pregnancy prevention services through nurse home visitation programs, and in-school youth character development programs, to TANF eligible families.
- 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 2015.287 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 until the close of business on or before, October 21, 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., Wednesday, November 3, 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, **three** (3) **unbounded hardcopies**, and a copy on CD formatted as a single .pdf file. Proposal should not exceed **ten** (10) pages, excluding the solicitation required signed pages, the front and back cover, and appendices including the fee schedule. Submit only on single sided, single column typed 8.5" x 11" size paper. The page count limitation applies to the actual technical proposal contained in the submittal. There is a minimum twelve (12) point font requirement for the basic text of the entire proposal submittal. Any

charts, graphs, table of organizations, etc., must be of readable size. Appendices can be used.

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

- 4.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 4.16.1. Any Proposal which does not meet bonding requirements, or,
 - 4.16.2. Proposals which do not furnish the quality, or,
 - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 4.16.4. 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. <u>Commercial General Liability Insurance</u>: 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. <u>Comprehensive Automobile Liability Insurance</u>: 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. <u>Professional Liability Insurance</u>: 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). ACHSD is looking for providers who will deliver pregnancy prevention services through nurse home visitation programs, and in-school youth character development programs, to TANF eligible families.

Offerors may submit a proposal for one or both of the below service programs. The County reserves the rights to award multiple awards from this solicitation.

- 10.1. Nurse Home Visit Program and Classes: To improve the health and life-course of low-income mothers and their children, through nurse home visit consultation, and support to mothers who are clients of ACHSD; either on TANF Basic Cash Assistance, Child Welfare, or low-income clients who may benefit from nurse home visitation program services. All prevention classes such as: parenting, relationships, birth control, and sexually transmitted infections will be conducted at the Adams County Human Services Building, and other locations as needed. Offeror will responsible to provide programs that will:
 - Improve pregnancy outcomes by helping women practice sound health-related behaviors
 - Improve child health and development by helping parents improve parenting skills
- 10.2. **School based Pregnancy Prevention:** To reduce pregnancy and high-risk behaviors among school age teenagers such as drug and alcohol use through school based curriculum conducted at multiple school sites throughout the county as coordinated with the project manager.

11. SCOPE OF WORK:

Offeror's program(s) will be required to be fully operational by January 1, 2016, and address one or more of the following:

- Provide prenatal and postnatal counseling, and demonstrate expertise in pregnancy prevention early childhood education.
- Provide school based pregnancy prevention education, including related high-risk behaviors such as drug and alcohol use.

Nurse Home Visit Program and Classes Objectives:

- Increase participation in preventive health care services to include family planning services
- Increase participation in prenatal clinic visits, and compliance with core provider recommendations
- Obtain routine immunizations for infants
- Reduce incidence of child abuse and neglect reports
- Increase attachment with the new baby
- Strengthen parenting skills
- Receive education and support while moving toward self-sufficiency
- Increase BCA participants participation in school or at work, as appropriate

Program participants will include:

- Women who have had a child/children placed in custody of ACHSD through the child welfare system and are now pregnant again
- Pregnant teens
- Non-pregnant parenting teens
- Child Welfare pregnant teens or mothers referred by Child Welfare
- Women who are over 28 weeks pregnant with or without other children

The Offeror may serve program participants for a minimum period of three (3) months, or up to a maximum of two (2) years, and provide the following services:

- Pregnancy prevention services for low-income mothers that include, but are not limited to: nurse home visitation programs that provide information on prenatal and postnatal care, and early childhood education for a monthly average of thirty (30) families per month
- Weekly home visits during the first month of the program and bi-weekly thereafter
- Teaching module-training materials shall be provided to families including but not limited to, books for mother and child, and educational toys
- Monolingual Spanish speaking clients will be served either by bilingual staff or through the use of an interpreter
- Appropriate consultation will occur between the nurse and ACHSD and partner agencies staff
- Provide referrals to community resources

Prenatal and Postnatal Classes

The offeror must provide at least fifty (50) classes for TANF eligible clients and/or community agencies. Topics must be related to birth control, sexually transmitted infections, parenting, and relationships. Program shall provide additional support for the nurse home visitation program in order to serve more families, or serve families in need for an extended time period.

School Based Pregnancy Prevention:

Offeror is responsible for providing education classes for students in multiple Adams County school districts, and other community agencies to reduce high risk behaviors such as premarital sexual activity, tobacco, and other drug abuse. Classes should include character building education, and mentoring. Provide curriculum materials that promote abstinence from high-risk behaviors, communication, and conflict resolution. Those materials may include, but not be limited to conflict resolution, goal setting, critical thinking about life choices, healthy relationships, and assertiveness training.

Offeror is responsible for the following types of training:

Training for teachers to be used in classroom settings, training for speakers (community
professionals such as doctors, nurses, youth pastors) to be used in school assemblies, religious
organizations, and community settings; training for teen mentors who work with younger teens;
and training for parents.

Offeror will be responsible for:

- Understanding the TANF Federal Statutes and Regulations, Colorado Works Statutes and Regulations, and abide by Adams County Policies and Procedures and Ethics Policy (relevant policies and procedures will be supplied to the awarded vendor(s))
- Compliance with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) when exposed to or provided with any data or records that are considered to be "Protected Health Information"

- Understanding the Child Welfare Report requirements
- Serving low-income families with similar services, understanding Adams County community resources, and how to access them
- Cooperate with Adams County staff, contracted programs, and the community to help families receive needed and timely services
- The Offeror will be responsible for providing quality customer service to participants, and ACHSD staff. The Offeror shall treat participants from an advocate perspective and philosophy
- The Offeror will review criminal bureau investigation (CBI) reports of employees and applicants that will be assigned to programs; such as a criminal history, discrepancies between what an applicant claims, what is reported by schools, prior employers, and other organizations.
- The Offeror must compare the criminal history to the employee and applicant's job qualifications, in order to evaluate the employee and applicant's ability to do the designated job, to ensure that the public, the County, fellow employees, families served in the program are safe, and protected from harm. If the applicant has lived out of state within the prior five (5) years then a nationwide CBI is required to be conducted.
- The Offeror will be responsible for providing adequate office space, meeting space, computers, printers, access to copying, file cabinets, telephone and fax machine both with direct lines, postage, and electronic mail access. These costs must be included in the Offeror's fee schedule referenced in section 21.

12. REPORTS

The offeror will be responsible for submitting and coordinating with the County Project Manager monthly reports summarizing the results of intervention and services provided to families. The format and content areas of the report will be provided by ACHSD. Reports shall include, but not be limited to, the number of families served and types of services provided. All reporting formats, due dates, and content shall be designated by the County Project Manager.

13. **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.

14. **TERM**:

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

15. 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.

16. CONFIDENTIAL INFORMATION-COUNTY RECORDS

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

- Both parties acknowledge that information obtained and exchanged about clients in the
 performance of this request services is confidential. Both parties will protect all confidential
 information pursuant to the requirements of state and federal law. Both parties acknowledge that
 release of this information is subject to the requirements of federal and state law.
- Offeror, its employees and contracted employees shall keep all County records and information
 confidential at all times and comply with all laws and regulations concerning confidentiality of
 information. Any request or demand by a third party for County records and information in the
 possession of Offeror shall be immediately forwarded to County's Purchasing Division Manager.

17. 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.

18. 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.

19. **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.

20. 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.

21. 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.

22. **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.

23. 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.

24. 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.

25. COMPLIANCE WITH LAWS:

During the performance of the scope of services under the awarded Agreement, the Offeror agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Offeror hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Offeror warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Offeror expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under the awarded agreement that are considered to be "Protected Health Information."

26. 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, subgrantees, 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 to uniquely identify a business entity. Dun and Bradstreet' website may be found at:
 - http://fedgov.dnb.com/webform.

- 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 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1 Subrecipient DUNS Number;
 - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;
 - 7.1.3 Subrecipient Parent DUNS Number;
 - 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met;

and

- 7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.
- 7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
 - 7.2.1 Subrecipient's DUNS Number as registered in SAM.
 - 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1 These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

- 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4 There are no Transparency Act reporting requirements for Vendors.
- 9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and Adams County may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the Adams County under the Contract, at law or in equity.

27. PROPOSAL EVALUATION INSTRUCTIONS:

This section is intended to indicate the minimum items required with each proposal in order to be properly evaluated. At a minimum each proposal should include the following information. Please prepare your proposal utilizing the following format. Provide a complete response to each item and include at the front of your proposal.

1. Introduction and Qualifications:

- An introduction of your organization including mission statement, history and current organizational chart.
- Your organization's experience with the services listed in the Scope of Service, and other services the Offeror believes will be complementary to the services in the Scope of Service.
- Unique organizational expertise, infrastructure and resources that will add value to the program.
- Geographical location served. Location(s) where services/emergency housing is provided.
- Your organization's experience and knowledge of Adams County BCA participants, low income families, the community in general, housing programs and other organizations that can benefit Adams County BCA participants and low income families.
- Summary of entire organizational budget (not the Fee Schedule).

2. Proposed Services:

Provide the specifics of your proposal:

- Specifically describe the services listed in the Scope of Service and other complementary services your organization is proposing. Include the number of clients or students that can be served, organizational capacity to provide service, and your organization's ability to provide these services on a reimbursement basis with a 30 day period between invoice submittal and reimbursement.
- Include days and hours of operations of the project/specific services in your proposal. Also include how clients/students are referred and access services.
- Describe how your proposal will enhance ADHSD ability to serve families and/or improve pregnancy outcomes, or reduce teen pregnancy and improve teen decision making regarding high risk behaviors.

3. Program Expertise and Personnel:

Provide a list of all managers, supervisors and staff who are being proposed for working in the Adams County program, even if only a portion of their time will be dedicated to the program. Include name, qualifications, experience working on any comparable project and proposed portion of time dedicated to the Adams County program for each. Include current or future counseling and key staff, and others who will work directly with participants.

If a subcontractor is to be used for mental health services or any other services, describe the expertise of the sub-contracting organization in the same way that your organization is described. Confirm that 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 organization does not employ or contract with an illegal alien who will perform work for the program. Applicant organization must confirm that the organization 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 proposed program.

4. Fee Schedule:

List the specific costs for the proposed project in the format presented in Attachment A. Include separate fee schedules for the first year and for two option years, for a total of three sheets.

5. Comparable Projects:

A detailed description of at least one similar program, providing services described in the Scope of Work. The description should include:

- Name, location and budget of the program
- Experience providing services described in the Scope of Work
- Average monthly caseload size, services provided, and other metrics which describe the breadth of the program
- Demographics and other descriptors of the population served
- A sample of monthly reports created for the project (can be appendices)
- Annual outcomes produced from the program (five years of outcomes is strongly suggested)
- 6. At least three (3) references shall be provided for similar projects.
- 7. A W-9 and Vendor Information sheet shall be completed and returned with proposal.