



**Statement of Qualifications
SOQ-4212-16-DH**

**Core Services Programs for
Mesa County Department of Human Services**

RESPONSES DUE:

April 8, 2016 Prior to 3:30 p.m.

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr.

Senior Buyer

duaneh@gjcity.org

970-244-1545

This solicitation has been developed specifically for a Statement of Qualifications intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County/Town of Palisade solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **HARD COPY, FAX, OR E-MAIL IS NOT ACCEPTABLE** for this solicitation.

ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

Issuing Office: This Statement of Qualifications (SOQ) is issued by the City of Grand Junction on behalf of the Mesa County Department of Human Services (DHS). All contact regarding this SOQ is directed to:

SOQ Questions:

Duane Hoff Jr.

duaneh@gjcity.org

Purpose: The City of Grand Junction, on behalf of Mesa County Department of Human Services (DHS), is requesting qualifications from interested firms to provide Core Services Programs as they relate to Child Welfare through the DHS.

Non-Mandatory Pre-Proposal Meeting: A non-mandatory pre-proposal meeting is recommended for all prospective offerors. The purpose of this meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at the **Mesa County Department of Human Services Building, Conference Room #1060, located at 510 29 ½ Road, Grand Junction, CO on March 28, 2016 at 2:30pm.**

The Owner: The Owner is the Mesa County – Department of Human Services (DHS), Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

Compliance: All participating Offerors shall agree to comply with all conditions, requirements, and instructions of this SOQ as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offerors shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this SOQ.

Submission: Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section Titled “Administrative Requirements and Instructions.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Altering Submittals: Any alterations made prior to opening date and time must be initialed by the signer of the submittal, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

Withdrawal of Submittal: A submittal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal

deadline date and only prior to award. The Offeror so agrees upon their submittal. After award this statement is not applicable.

Acceptance of Submittal Content: The contents of the submittal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.

Exclusion: No oral, telegraphic, or telephonic submittals shall be considered.

Addenda: All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this SOQ or extensions to the opening/receipt date shall be made by a written Addendum to the SOQ by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City's website at www.gjcity.org by selecting the Bids link. Offerors shall acknowledge receipt of all addenda in their submittal.

Exceptions and Substitutions: All submittals meeting the intent of this SOQ shall be considered for award. Offerors taking exception to the specifications/scope of work/scope of services shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications/scope of work/scope of services. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications/scope of work/scope of services contained herein.

Confidential Material: All materials submitted in response to this SOQ shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Manager. If denied, the proposer shall have the opportunity to withdraw its entire submittal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

Response Material Ownership: All submittals become the property of the Owner upon receipt and shall only be returned to the Offeror at the Owner's option. Selection or rejection of the submittal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any submittal received in response to this SOQ, subject to limitations outlined in the section 1.9 entitled "Confidential Material". Disqualification of a submittal does not eliminate this right.

Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

Open Records: Submittals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Submittals shall be received and acknowledged only so as to avoid disclosure of process. However, all submittals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the submittal so identified by Offeror as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

SOLICITATION TERMS AND CONDITIONS

Acceptance of SOQ Terms: An Offeror's submittal in response to this SOQ shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the SOQ acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its submittal and the Owner's SOQ requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the SOQ.

Execution, Correlation, Intent, and Interpretations: Owner will provide the contract. By executing the contract, the Offeror represents that he/she has familiarized himself/herself with the local conditions under which the Work/Services is to be performed, and correlated his/her observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work/scope of services as defined in the technical specifications and/or drawings contained herein. All drawings, specifications, and scopes copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work/services.

Permits, Fees, & Notices: The Offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Offeror shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Offeror observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Offeror performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

Responsibility for those Performing the Services: The Offeror shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work/services under a contract with the Offeror.

Changes in the Services: The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Offeror signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

Minor Changes in the Services: The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

Uncovering & Correction of Services: The Offeror shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Offeror shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of non-conforming services. All such non-conforming services under the above paragraphs shall be corrected to comply with the contract documents without cost to the Owner.

Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.

Assignment: The Offeror shall not sell, assign, transfer or convey any contract resulting from this SOQ, in whole or in part, without the prior written approval from the Owner.

Compliance with Laws: Submittals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

Confidentiality: All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.

Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this SOQ.

Contract: This Statement of Qualifications, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the submittal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

Project Manager/Administrator: The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

Employment Discrimination: During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

- The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

Expenses: Expenses incurred by prospective proposers in preparation, submission and presentation of this SOQ are the responsibility of the Offeror and cannot be charged to the Owner.

Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

Indemnification: Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

Independent Firm: The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

Nonconforming Terms and Conditions: A submittal that includes terms and conditions that do not conform to the terms and conditions of this Statement of Qualifications is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

Patents/Copyrights: The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this SOQ.

Venue: Any agreement as a result of responding to this SOQ shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

Sovereign Immunity: The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Mesa County budget, approved by the Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or

other obligations that may arise past the end of the stated Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

Collusion Clause: Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

Gratuities: The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

Safety Warranty: Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

OSHA Standards: All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.

Performance of the Contract: The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

Benefit Claims: The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

Default: The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

Multiple Offers: Offerors must determine for themselves which services to offer. If said Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Submittal". The Owner reserves the right to make award in the best interest of the Owner.

Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Submittal. The quantities furnished in this submittal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own

awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

Public Disclosure Record: If the Offeror has knowledge of their employee(s) or sub-Offerors having an immediate family relationship with a Owner employee or elected official, the Offeror must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

DEFINITIONS

"Consultant" or "Firm" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.

"Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's SOQ.

The term "Services" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such services.

"Owner" is Mesa County – Department of Human Services (DHS), Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the services wherever it is in preparation and progress. The Offeror shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of services and to determine, in general, if the services are proceeding in accordance with the contract documents. Based on such observations and the Offeror's Application for Payment, the Owner will determine the amounts owing to the Offeror and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject services which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Offeror to stop the services or any portion, whether or not such services can be then be completed. The Owner will not be responsible for the acts or omissions of the Offeror, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the services.

"Offeror" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Offeror means the Offeror or his authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Offeror shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Offeror shall not commence services without clarifying such.

INSURANCE REQUIREMENTS

Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision. The policies required by paragraphs (b), (c), and (d) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required

above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

OVERVIEW AND INFORMATION

Through this Statement of Qualifications (SOQ) process, it is the intent of the Mesa County Department of Human Services to establish a qualified pool of firms to provide therapeutic services to families involved in Child Welfare through the Core Services Programs (Core). Therefore, there shall not be any single award made through this SOQ process, but rather, the establishment of a qualified pool of firms (and established fees schedules) DHS shall reserve the right to utilize said pool in providing services as needed and determined by DHS. DHS gives no guarantees as to which qualified firms will be selected to provide services for any given need of said services, nor to the frequency.

SOQ GOALS

It is the intent of this SOQ to provide interested firms with sufficient information to enable them to prepare and submit statements of qualifications for the project. Based on a rating of the qualified submittals by the evaluation team, a “short list” of the most qualified firms will be developed. Only the top “short list” firms will be invited for interviews (if required) and pricing proposals.

Pricing is not to be included with this SOQ submittal.

SCOPE OF SERVICES

Background: The Mesa County Core Services Programs (Core) deliver therapeutic services to families involved in Child Welfare through the Mesa County Department of Human Services (DHS) with a goal of strengthening families and protecting children. Rules surrounding these services can be found in the Code of Colorado Regulations number 12 CCR 2509-4 section 7.303.1 – 7.303.17. The Core Services are: Home Based Intervention, Intensive Family Therapy, Sexual Abuse Treatment Services, Life Skills, Mental Health Services, and Substance Abuse Services. All services are purchased on a fee for service basis from qualified vendors. The contract year through Trails for Core Services runs from June 1 to May 31. The Contractor will identify what services they are willing and able to provide from the list of Core Service types and details which are defined below. Once the qualifications are vetted, the Contractor will be placed on the Mesa County Approved Core Service Vendor List. Contractors will be contacted as needs arise, but DHS cannot guarantee the type and volume of service to be purchased. The total budget for these services is approximately \$437,000.

Most Core Services are also Medicaid eligible services. When a Medicaid service is performed by a Medicaid provider for an eligible client, the Medicaid provider would bill Medicaid rather than DHS and a Core Service agreement would not be required. However, when Medicaid cannot be billed, the Core Service funding will be used to pay for the services through the State of Colorado Trails System and a Core Service agreement is required. Per 12 CCR 2509-4 section 7.304.662, Core services may only be used when services are not available through the contract with the out-of-home provider and the client's private insurance and/or other funding sources are exhausted, insufficient, or inappropriate. Programs that have duplicative components cannot be provided at the same time.

Special Conditions/Provisions:

Non-Mandatory Pre-Proposal Meeting: A non-mandatory pre-proposal meeting is recommended for all prospective offerors. The purpose of this meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at the **Mesa County Department of Human Services Building, Conference Room #1060, located at 510 29 ½ Road, Grand Junction, CO on March 28, 2016 at 2:30pm.**

Relationship of Parties: The Firm shall perform its duties hereunder as an independent Firm and not as the Board, nor Mesa County employee. Neither the Firm nor any employee or agent of the Firm shall be, or shall be deemed to be, an employee or agent of the Board or Mesa County. The Firm shall pay when due all required employment taxes and income tax and local head tax on any monies paid pursuant to this Contract. The Firm acknowledges that the Firm and its employees are not entitled to unemployment insurance benefits unless the Firm or a Third Party provides such coverage and that the Board does not pay for or otherwise provide such coverage. The Firm shall have no authorization, either express or implied, to bind the Board or Mesa County to any contracts, liability, or understanding except as expressly set forth herein. The Firm shall provide and keep in force workers' compensation insurance coverage (and show proof of such insurance coverage) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Firm, its employees and agents.

Contained in this Contract are various terms, such as "partners" or "partnership". However, the parties are not legally "partners" to the extent that term encompasses joint and several liabilities, and anywhere the word partner is used in this Contract or Attachments is not intended to be as a legal "partner". Each party under this Contract is responsible for its own employees, representative, agents, and sub-contractors, and will indemnify and hold harmless every other party for any and all damages caused by the acts or omissions of its employees, representatives, agents or sub-contractors. It is understood that the parties subject to the Governmental Immunities Act do not intend to waive any defense a party may have under or pursuant to the Colorado Governmental Immunities Act, and any party subject to the Act may raise any defense pursuant to the Act.

Availability of Funds: Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board may terminate this Contract immediately without further liability. See Section 2.35 Public Funds/Non-Appropriation of Funds.

Termination for Cause: If, through any cause, Firm shall fail to fulfill, in a timely and proper manner, its obligations under this Contract, or if the contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Board shall thereupon have the right to terminate this Contract for cause by giving written notice to Firm of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate.

Notwithstanding the above, Firm shall not be relieved of liability to the Board or Mesa County for any damages sustained by the Board or Mesa County by virtue of any breach of the Contract by Firm, and the Board may withhold any payment to Firm for the purposes of mitigating its

damages until such time as the exact amount of damages due to the Board from the Firm is determined. If after such termination it is determined, for any reason, that Firm was not in default, or that Firm's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Contract had been terminated for convenience, as described herein.

Termination for Convenience: Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, Firm shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by Firm and all payments which have or have not been made.

Sixty-Day Extension: The Board, at its sole discretion, upon written notice to Contractor, may unilaterally extend the term of this Contract for a period not to exceed 60 days if the Parties desire to continue the services and a replacement Contract has not been fully executed by the expiration of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to, prices, rates and delivery requirements, shall remain in effect during the two month extension. The two month extension shall immediately terminate when and if a replacement contract is approved and signed by the Mesa County Board of Human Services or an authorized designee, or at the end of 60 days, whichever is earlier.

Immediate Termination: This Contract is subject to immediate termination by the Board in the event the Board determines that the health, safety or welfare of persons receiving services may be in jeopardy. Additionally, the Board may immediately terminate this Contract upon verifying that Firm has engaged in or is about to participate in fraudulent acts.

Upon termination of this Contract, regardless of the cause of the termination, all finished or unfinished documents, data, studies, surveys, reports or other material prepared by Firm under this Contract shall, at the option of the Board, become Board property, and the Firm shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. Firm shall be obligated to return any payment advanced under the provisions of this Contract.

Information Security: Firm shall have in place an information security plan to provide security for the communication and information resources that support the operations and assets of that agency, such as physical access controls, log-in and password requirements, and access credentials. The contractor shall have adequate security for communication and information resources.

Emergency Management: Firm shall have in place a plan to insure employees have a safe workplace, including taking steps to be prepared to deal with any potential emergencies or disasters that might impact the workplace. Short term losses may include physical damages to premises and contents in addition to revenue loss due to interrupted services, and loss of wages for temporarily displaced employees.

Financial Audit: The Board, or its designee, may, at reasonable times, during the term of this contract or for two years after its termination or expiration, audit Firm's books with regard to this contract, and Firm shall retain its books and records for the required period.

Safety: Precautions shall be exercised at all times for the protection of all persons (including Board and Mesa County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Firm and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Firm and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by the contract.

Exclusivity: This is not an exclusive contract. The Board may, at its sole discretion, contract with other entities for work similar to that to be performed by Firm hereunder. Firm may contract to perform similar work for others, and is not expected to work exclusively for the Board.

Conflict Resolution: This contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder that cannot be settled between the parties shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court shall enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.

Confidentiality of Information: Firm agrees that any information received during any furtherance of the obligations hereunder will be treated as confidential and will not be revealed to other persons, firms or organizations, unless required by statute or other law, subpoenaed, released or further required for treatment.

Legal Authority: Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by procedures, by-laws and/or applicable law to exercise that authority, and to lawfully authorize the undersigned signatory to execute this contract and to bind Firm to its terms.

Inspection and Acceptance: The Board reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Firm under this contract. The right of inspection reserved in the Board is for protection of the Board in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Firm from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

Indemnification: Firm shall, to the extent allowed by law, indemnify and hold harmless the Board, Mesa County, Colorado Department of Human Services and the State of Colorado, their agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Firm or subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Firm further agrees that its obligations to the Board under this paragraph include claims against the Board, Mesa County, Colorado Department of Human Services or State of Colorado by Contractor's employees whether or not such claim is covered by workers compensation. Firm expressly understands

and agrees that any insurance or bond protection required by this Contract, or otherwise provided by Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board, Mesa County, Colorado Department of Human Services, their agents, officials, and employees as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision of the contract or its attachments be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein.

Modification and Amendment: This contract is subject to such modifications and/or amendments as may be necessary. No modification or amendment to this contract shall be effective unless agreed to in writing by both parties.

Conformance with Law: Firm shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Firm shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract. Without limitation, these federal and state laws and regulations include:

- Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
- Age Discrimination in Employment Act of 1967, 29 USC 621-634;
- Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;
- Drug Free Workplace Act of 1988, 41 USC 701 et seq;
- Equal Pay Act of 1963, 29 USC 206(d);
- Immigration Reform and Control Act of 1986, 8 USC 1324b;
- Pro-Children Act of 1994, 20 USC 6081 et seq;
- Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84;
- Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
- Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
- Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
- The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 CFR, Part 18;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever are applicable;
- The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs;
- Health Insurance Portability and Accountability Act of 1996 (HIPPA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
- Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable;
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
- Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable.

Non-discrimination: Firm shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency

Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.

The Firm assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature, the Board has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Firm may copyright such, but the Board reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

The Firm certifies that the Firm shall comply with the provision of CRS 8-17.5-101 et seq. The Firm shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Firm the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Firm represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Firm shall comply with all reasonable requests made in the course of an investigation under C.R 8-17.5-102 by the Colorado Department of Labor and Employment. If the Firm fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the County may terminate this contract for breach and the Firm shall be liable for actual and consequential damages to the County.

A Firm that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Firm (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Firm that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

By their proposal response to this solicitation, the Firm agrees to provide, comply with, and, if applicable, execute the certifications set forth in Appendix A - Notification of Immigration Compliance Requirements and Certification by Firm, incorporated herein by reference and attached hereto. See Attached.

Survivability: Paragraph 4.2.16 and 4.2.19 and Appendix B Paragraphs 2, 4, 6, 7, 8, 9, 10, 15 and 16 shall survive any termination of the Contract. See Attached.

Contract Renewal Options: Owner reserves the right to renew contracts for firms in the qualified pool, on an individual basis, if it is determined to be in the Owner's best interest. Owner, at its option, may renew contract(s) for up to four (4) additional, one year renewal periods.

Oral Interviews: Should the Owner determine interviews are necessary, only respondents who demonstrate the required qualifications and experience for this project will be considered for participation in oral presentations. It is the intent of the Owner to invite those firms that are determined to be qualified to be a participant in the creation of a qualified pool of firms, to prepare a detailed pricing proposal and participate in oral interviews for the required services.

Fees: **DO NOT INCLUDE ANY PRICING OR FEE SCHEDULES WITH YOUR SUBMITTAL TO THIS SOQ.** If your firm is selected to participate in the qualified pool of firms, you may be invited for an oral interview. At that time, you will be required to provide a completed Service Fee Pricing Form (See Attached), and list of any other standard fees and payment schedule requirements in a separate sealed envelope. Any additional consultant fees must also be included. All fees will be considered by the Owner to be negotiable based on the final scope of services and deliverables. The fee proposals will not be opened by the Owner until the final prospective pool of firms has been determined. Then, only the fee proposals of the final successful firms will be opened.

Short Listed Firms for Qualified Pool: Qualified pool finalists, short listed firms, may be provided detailed questions developed by the evaluation committee during the review process that finalists will be required to respond. Firms will be limited to a previously determined amount of time for their presentations. Presentations should be made by principals and key personnel who can respond to any additional questions the evaluation team may pose during the oral interviews. Presentations are to be professional in nature, but concise and to the point with illustrations relevant to the firm's abilities with regard to the prospective project. Visual aids to include Power Point or other objective information that will assist the evaluation team are recommended, but not required.

Scope of Services:

Core Service Definitions (12 CCR 2509-4 section 7.303.1)

The Mesa County Core Services Program for purposes of this RFQ consists of the following services:

- A. "Home Based Intervention": services provided primarily in the home of the client and includes a variety of services which can include therapeutic services, concrete services, collateral services and crisis intervention directed to meet the needs of the child and family. See 12 CCR 2509-4 section 7.303.14 (shown below) for service elements of therapeutic, concrete, collateral, and crisis intervention services.
- B. "Intensive Family Therapy": therapeutic intervention typically with all family members to improve family communication, functioning, and relationships.
- C. "Life Skills": services provided primarily in the home that teach household management, effectively accessing community resources, parenting techniques, and family conflict management.
- D. "Mental Health Services": diagnostic and/or therapeutic services to assist in the development of the family services plan, to assess and/or improve family communication, functioning, and relationships.
- E. "Sexual Abuse Treatment": therapeutic intervention designed to address issues and behaviors related to sexual abuse victimization, sexual dysfunction, sexual abuse perpetration, and to prevent further sexual abuse and victimization.

- F. "Substance Abuse Treatment Services": diagnostic and/or therapeutic services to assist in the development of the family service plan, to assess and/or improve family communication, functioning and relationships, and to prevent further abuse of drugs or alcohol.

Core Service Program Goals (12 CCR 2509-4 section 7.303.11)

The goals of the Core Services Program are to:

- A. Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child;
- B. Prevent out-of-home placement of the child;
- C. Return children in placement to their own home; or,
- D. Unite children with their permanent families.
- E. Provide services that protect the child.

"To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

Core Service Elements (12 CCR 2509-4 section 7.303.14)

Core Services Programs may include any of the following elements of service:

- A. "Collateral Services": teaching families to work with community agencies such as health care, mental health treatment services, substance abuse treatment services, job training, information and referral, advocacy groups, housing assistance agencies, and schools.
- B. "Concrete Services": concentrated assistance in the development and enhancement of parenting skills, stress reduction, problem solving, communication skills, budget and household management and recreational activities.
- C. "Crisis Intervention Services": phone or in-home counseling, medical services, respite or other interventions available on a 24-hour basis.
- D. "Therapeutic Services": interactive parenting, family therapy, support groups, educational groups, problem solving methods, communication skills, and parent-child conflict management.

Mesa County Procedures and Requirements

DHS Staff will determine service eligibility for each client and contact a provider in regards to the service and time frames. If the provider is available to provide the service at that time, DHS Staff will issue a Service Authorization. Providers will not be able to provide services or invoice for those services without an approved Service Authorization. The Service Authorization will accompany additional information pertaining to the case which will be necessary for the provider to perform services. Background checks and/or interviews will be performed in regards to potential providers prior to adding them to the Mesa County Approved Core Service Vendor List.

Potential Providers will submit the following information:

Education, skills, and resources appropriate for the level of service provided
Proof of Certifications/credentials

Proof of Insurance (Mesa County Requires \$1,000,000 of coverage)

A list identifying which Core Services the provider is able and willing to provide from the list of services which Mesa County is seeking to purchase.

See Attached Sample Contract for this process.

Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

ANTICIPATED SCHEDULE OF ACTIVITIES

- | | |
|---------------------------------------------------|---------------------|
| • Statement of Qualifications Available | March 18, 2016 |
| • Non-Mandatory Pre-Proposal Meeting | March 28, 2016 |
| • Inquiry Deadline (no questions after this date) | March 30, 2016 |
| • Addendum Posted | April 1, 2016 |
| • Due Date for Submittals | April 8, 2016 |
| • Owner Evaluations and Review | April 11 – 22, 2016 |
| • Interviews (if required) | April 28, 2016 |
| • Qualified Pool Final Selection | April 29, 2016 |
| • Negotiations (if required) | May 2 – 9, 2016 |
| • Board of County Commissioners Approval | May 23, 2016 |
| • Contract Execution | May 23, 2016 |
| • Contract Services Begin | June 1, 2016 |

ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section Titled “Administrative Requirements and Instructions.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to H**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the Mesa County and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fees:** See Item titled “Fees” under the Special Conditions/Provisions section.
- F. Financial Statements:** Proposer shall provide a financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested

by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

G. Solicitation Response Form: Proposers shall complete and submit the attached Solicitation Response Form with their proposal response.

H. Additional Data (optional): Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

EVALUATION CRITERIA AND FACTORS

Evaluation: An evaluation team shall review all responses and select proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

Intent: Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience & Required Skills
- Necessary resources
- Strategy & Implementation Plan
- References
- Financial Stability

The Owner will undertake negotiations with firms that are determined to be qualified through this process.

Oral Interviews: It is the Owner's intent to invite (if required) the qualified rated Offerors to participate in oral interviews.

Award: Firms shall be qualified or disqualified based on the criteria listed herein. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the qualified firms.

SECTION 7.0: SOLICITATION RESPONSE FORM

SOQ-4212-16-DH “Core Services Programs for Mesa County Department of Human Services”

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Statement of Qualifications and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services in accordance with the terms and conditions contained in this Statement of Qualifications and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices, when submitted, have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

PA-3 Service Details for Core Services Type					
<i>This is everything currently in the Core Services Program - in the Core Service Types workbook</i>					
CATEGORY	CORE SERVICES TYPE	SRVC_DETAIL_NME	Provider's Name for the Service	Unit Type	Unit Price
Core Services	Home-Based Services	Court Testimony		hourly	
Core Services	Home-Based Services	Family Counseling		hourly	
Core Services	Home-Based Services	In Home Svcs for At Risk Delinquents		hourly	
Core Services	Home-Based Services	Individual Counseling		hourly	
Core Services	Home-Based Services	Interpreter		hourly	
Core Services	Home-Based Services	Reunification		hourly	
Core Services	Home-Based Services	Therapeutic Staffing		hourly	
Core Services	Home-Based Services	Therapeutic Visitations		hourly	
Core Services	Home-Based Services	Treatment Package		hourly	
Core Services	Home-Based Services	Treatment Package-High		hourly	
Core Services	Home-Based Services	Treatment Package-Intensive		hourly	
Core Services	Home-Based Services	Treatment Package-Low		hourly	
Core Services	Home-Based Services	Treatment Package-Moderate		hourly	
Core Services	Intensive Family Therapy	Assessment		hourly	
Core Services	Intensive Family Therapy	Court Testimony		hourly	
Core Services	Intensive Family Therapy	Family Counseling		hourly	
Core Services	Intensive Family Therapy	Group Therapy		hourly	
Core Services	Intensive Family Therapy	Individual Counseling		hourly	
Core Services	Intensive Family Therapy	Interpreter		hourly	
Core Services	Intensive Family Therapy	Therapeutic Staffing		hourly	
Core Services	Intensive Family Therapy	Treatment Package		hourly	
Core Services	Intensive Family Therapy	Treatment Package-High		hourly	
Core Services	Intensive Family Therapy	Treatment Package-Intensive		hourly	
Core Services	Intensive Family Therapy	Treatment Package-Low		hourly	
Core Services	Intensive Family Therapy	Treatment Package-Moderate		hourly	
Core Services	Life Skills	Court Testimony		hourly	
Core Services	Life Skills	Interpreter		hourly	
Core Services	Life Skills	Therapeutic Staffing		hourly	
Core Services	Life Skills	Treatment Package		hourly	
Core Services	Life Skills	Treatment Package-High		hourly	
Core Services	Life Skills	Treatment Package-Intensive		hourly	
Core Services	Life Skills	Treatment Package-Low		hourly	
Core Services	Life Skills	Treatment Package-Moderate		hourly	
Core Services	Mental Health Services	Court Testimony		hourly	
Core Services	Mental Health Services	Crisis Intervention Services		hourly	
Core Services	Mental Health Services	Developmental Disability Assessment		hourly	
Core Services	Mental Health Services	Diagnostic Services		hourly	
Core Services	Mental Health Services	Family Counseling		hourly	
Core Services	Mental Health Services	Group Therapy		hourly	
Core Services	Mental Health Services	Individual Counseling		hourly	

PA-3 Service Details for Core Services Type					
<i>This is everything currently in the Core Services Program - in the Core Service Types workbook</i>					
CATEGORY	CORE SERVICES TYPE	SRVC_DETAIL_NME	Provider's Name for the Service	Unit Type	Unit Price
Core Services	Mental Health Services	Intake Assessment		episode	
Core Services	Mental Health Services	Interpreter		hourly	
Core Services	Mental Health Services	Medication Case Management		weekly	
Core Services	Mental Health Services	Mental Health Assessment		episode	
Core Services	Mental Health Services	Multi-Family Therapy		hourly	
Core Services	Mental Health Services	Neuropsychologicals		episode	
Core Services	Mental Health Services	Other Services		hourly	
Core Services	Mental Health Services	Parent-Child Interactions		hourly	
Core Services	Mental Health Services	Professional Consultation		hourly	
Core Services	Mental Health Services	Psychiatric Consultation		hourly	
Core Services	Mental Health Services	Psychiatric Evaluations		episode	
Core Services	Mental Health Services	Psychological Exam		hourly	
Core Services	Mental Health Services	Relinquishment Counseling		hourly	
Core Services	Mental Health Services	Therapeutic Staffing		hourly	
Core Services	Mental Health Services	Treatment Package		hourly	
Core Services	Mental Health Services	Treatment Package-High		hourly	
Core Services	Mental Health Services	Treatment Package-Intensive		hourly	
Core Services	Mental Health Services	Treatment Package-Low		hourly	
Core Services	Mental Health Services	Treatment Package-Moderate		hourly	
Core Services	Sexual Abuse Treatment	Adult Sex Offender Eval		hourly	
Core Services	Sexual Abuse Treatment	Child Sex Offender Eval		hourly	
Core Services	Sexual Abuse Treatment	Court Testimony		hourly	
Core Services	Sexual Abuse Treatment	Diagnostic Services		hourly	
Core Services	Sexual Abuse Treatment	Family Counseling		hourly	
Core Services	Sexual Abuse Treatment	Group Therapy		hourly	
Core Services	Sexual Abuse Treatment	Individual Counseling		hourly	
Core Services	Sexual Abuse Treatment	Interpreter		hourly	
Core Services	Sexual Abuse Treatment	Multi-Family Therapy		hourly	
Core Services	Sexual Abuse Treatment	Plethysmygraph		hourly	
Core Services	Sexual Abuse Treatment	Polygraph		hourly	
Core Services	Sexual Abuse Treatment	Sexual Abuse Screens		episode	
Core Services	Sexual Abuse Treatment	Sexual Perpetrator Treatment		hourly	
Core Services	Sexual Abuse Treatment	Therapeutic Staffing		hourly	
Core Services	Sexual Abuse Treatment	Trauma Assessment		hourly	
Core Services	Sexual Abuse Treatment	Treatment Package		hourly	
Core Services	Sexual Abuse Treatment	Treatment Package-High		hourly	
Core Services	Sexual Abuse Treatment	Treatment Package-Intensive		hourly	
Core Services	Sexual Abuse Treatment	Treatment Package-Low		hourly	
Core Services	Sexual Abuse Treatment	Treatment Package-Moderate		hourly	
Core Services	Substance Abuse Treatment	Breathalyzer with treatment		hourly	

PA-3 Service Details for Core Services Type					
<i>This is everything currently in the Core Services Program - in the Core Service Types workbook</i>					
CATEGORY	CORE SERVICES TYPE	SRVC_DETAIL_NME	Provider's Name for the Service	Unit Type	Unit Price
Core Services	Substance Abuse Treatment	Court Testimony		hourly	
Core Services	Substance Abuse Treatment	Detoxification Services		hourly	
Core Services	Substance Abuse Treatment	Drug Patch		hourly	
Core Services	Substance Abuse Treatment	Family Counseling		hourly	
Core Services	Substance Abuse Treatment	GCMS UA Confirmation		episode	
Core Services	Substance Abuse Treatment	Group Therapy		hourly	
Core Services	Substance Abuse Treatment	Individual Counseling		hourly	
Core Services	Substance Abuse Treatment	Intake Fee		hourly	
Core Services	Substance Abuse Treatment	Intensive Out-Patient Services		hourly	
Core Services	Substance Abuse Treatment	Interpreter		hourly	
Core Services	Substance Abuse Treatment	Medication Case Management		weekly	
Core Services	Substance Abuse Treatment	Other Services		hourly	
Core Services	Substance Abuse Treatment	Substance Abuse Assessment		episode	
Core Services	Substance Abuse Treatment	Substance Abuse Day Treatment		daily	
Core Services	Substance Abuse Treatment	Substance Abuse Evaluation		episode	
Core Services	Substance Abuse Treatment	Substance Abuse Monitoring with treatment		daily	
Core Services	Substance Abuse Treatment	Therapeutic Staffing		hourly	
Core Services	Substance Abuse Treatment	Treatment Package		hourly	
Core Services	Substance Abuse Treatment	Treatment Package-High		hourly	
Core Services	Substance Abuse Treatment	Treatment Package-Intensive		hourly	
Core Services	Substance Abuse Treatment	Treatment Package-Low		hourly	
Core Services	Substance Abuse Treatment	Treatment Package-Moderate		hourly	
Core Services	Substance Abuse Treatment	Urine Analysis		episode	
Core Services	Substance Abuse Treatment	Urine Analysis with Treatment		hourly	

APENDIX A

NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY FIRM

Contractor acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343), and hereby CERTIFIES that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. 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 the public contract for services;
3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;
4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;
5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 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.
6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) 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).

7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a contractor violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, et. seq.

APPENDIX B

Standard Terms and Conditions

1. **Scope of Contract:** Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this contract.
2. **Safety:** Precautions shall be exercised at all times for the protection of all persons (including Board and Mesa County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
3. **Sub-Contractors:** This is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of the Board and any attempt to assign this contract without the prior express written consent of the Board shall render the contract null and void with respect to the attempted assignee.
4. **Financial Audit:** The Board, or its designee, may, at reasonable times, during the term of this contract or for two years after its termination or expiration, audit Contractor's books with regard to this contract, and Contractor shall retain its books and records for the required period.
5. **Exclusivity:** This is not an exclusive contract. The Board may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for the Board.
6. **Conflict Resolution:** This contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder that cannot be settled between the parties shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court shall enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.
7. **Confidentiality of Information:** Contractor agrees that any information received during any furtherance of the obligations hereunder will be treated as confidential and will not be revealed to other persons, firms or organizations, unless required by statute or other law, subpoenaed, released or further required for treatment.
8. **Legal Authority:** Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by procedures, by-laws and/or applicable law to exercise that authority, and to lawfully authorize the undersigned signatory to execute this contract and to bind Contractor to its terms.
9. **Inspection and Acceptance:** The Board reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this contract. The right of inspection reserved in the Board is for protection

of the Board in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

10. Indemnification: Contractor shall, to the extent allowed by law, indemnify and hold harmless the Board, Mesa County, Colorado Department of Human Services and the State of Colorado, their agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Contractor or subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to the Board under this paragraph include claims against the Board, Mesa County, Colorado Department of Human Services or State of Colorado by Contractor's employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board, Mesa County, Colorado Department of Human Services, their agents, officials, and employees as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

11. Force Majeure: Neither Contractor nor the Board shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.

12. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision of the contract or its attachments be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein.

13. Modification and Amendment: This contract is subject to such modifications and/or amendments as may be necessary. No modification or amendment to this contract shall be effective unless agreed to in writing by both parties.

14. Survivability: Contract Paragraph 8 and 12 and Attachment D Paragraphs 2, 4, 6, 7, 8, 9, 10, 15 and 16 shall survive any termination of this Contract.

15. Conformance with Law: Contractor shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract. Without limitation, these federal and state laws and regulations include:

- Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
- Age Discrimination in Employment Act of 1967, 29 USC 621-634;
- Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;

- Drug Free Workplace Act of 1988, 41 USC 701 et seq;
- Equal Pay Act of 1963, 29 USC 206(d);
- Immigration Reform and Control Act of 1986, 8 USC 1324b;
- Pro-Children Act of 1994, 20 USC 6081 et seq;
- Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CF Part 84;
- Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
- Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
- Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
- The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 CFR, Part 18;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever are applicable;
- The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs;
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
- Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable;
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
- Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable.

16. Non-discrimination: Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.

17. The Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature, the Board has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the Board reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

18. This Contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the parties. The Contract shall be read as a whole, rather than each item being read separately.

19. The Contractor certifies that the Contractor shall comply with the provision of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the County may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the County.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

20. By signing this Agreement, the Contractor agrees to provide, comply with, and, if applicable, execute the certifications set forth in Addendum A - Notification of Immigration Compliance Requirements and Certification by Contractor, incorporated herein by reference and attached hereto.

Contract

between

Mesa County Department of Human Services
and
CONTRACTOR

This Contract is entered into by the Mesa County Board of Human Services (Board) and **CONTRACTOR** (Contractor and/or Provider).

Purpose of the Contract

WHEREAS, Department and Contractor agree that Mesa County residents can best be served through a cooperative and collaborative approach to service delivery which eliminates duplication and assures the correct level, intensity and duration of service is provided to meet the identified needs of eligible children and their families and,

WHEREAS, this Contract provides the program direction, funding and accountability measures to ensure that quality services are provided,

NOW THEREFORE, in consideration of the mutually shared goal, the parties agree to the following:

- 1 Scope of Work: Contractor agrees to provide the services and abide by the stipulations set forth in Attachments A, attached hereto and incorporated herein.
- 2 Payment: Both parties agree to the terms set forth in the payment sections of Attachment B attached hereto and incorporated herein. Both parties agree the terms and conditions of this Contract continue for the entire performance period, unless earlier terminated per Contract paragraphs five (5), nine (9), ten (10), or twelve (12) regardless of when payment caps provided herein are reached.
- 3 Performance Period: The term of this Contract shall be from June 1, 2016 through May 31, 2017.
- 4 Relationship of Parties: The Contractor shall perform its duties hereunder as an independent contractor and not as the Department, nor Mesa County employee. Neither the Contractor nor any employee or agent of the Contractor shall be, or shall be deemed to be, an employee or agent of the Department or Mesa County. The Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid pursuant to this Contract. The Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage and that the Department does not pay for or otherwise provide such coverage. The Contractor shall have no authorization,

either express or implied, to bind the Department or Mesa County to any contracts, liability, or understanding except as expressly set forth herein. The Contractor shall provide and keep in force workers' compensation insurance coverage (and show proof of such insurance coverage) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

Contained in this Contract are various terms, such as "partners" or "partnership". However, the parties are not legally "partners" to the extent that term encompasses joint and several liabilities, and anywhere the word partner is used in this Contract or Attachments is not intended to be as a legal "partner". Each party under this Contract is responsible for its own employees, representative, agents, and subcontractors, and will indemnify and hold harmless every other party for any and all damages caused by the acts or omissions of its employees, representatives, agents or subcontractors. It is understood that the parties subject to the Governmental Immunities Act do not intend to waive any defense a party may have under or pursuant to the Colorado Governmental Immunities Act, and any party subject to the Act may raise any defense pursuant to the Act.

5 Availability of Funds: Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Department may terminate this Contract immediately without further liability.

6 Contract Administrators: The following individuals will act as Contract administrators for the term of the Contract:

Department:

Division of Child Welfare Services; Core Services Coordinator (currently Joni Bedell)
Contract Manager (currently Sara Tourney)
Mesa County Department of Human Services
P.O. Box 20000
Grand Junction, CO 81502 - 5035
970-248-2742 (Bedell)
970-248-2831 (Tourney)

Contractor:

NAME (TITLE)
CONTRACTOR
ADDRESS
PHONE

7 Standard Terms and Conditions: Both parties are bound by the language in Attachment D - Standard Terms and Conditions, attached hereto and incorporated herein.

8 Insurance Requirements: Contractor shall provide the insurance bonds and indemnities required in Attachment C – Insurance Requirements, attached hereto and incorporated herein. Contractor understands it is responsible to provide proof of the same level of insurance for any subcontractors.

9 Termination for Cause: If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Contract, or if the contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Department shall thereupon have the right to terminate this Contract for cause by giving written notice to Contractor of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate.

Notwithstanding the above, Contractor shall not be relieved of liability to the Department or Mesa County for any damages sustained by the Department or Mesa County by virtue of any breach of the Contract by Contractor, and the Department may withhold any payment to Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the Department from the Contractor is determined. If after such termination it is determined, for any reason, that Contractor was not in default, or that Contractor's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Contract had been terminated for convenience, as described herein.

10 Termination for Convenience: Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by Contractor and all payments which have or have not been made.

11 Sixty-Day Extension: The Department, at its sole discretion, upon written notice to Contractor, may unilaterally extend the term of this Contract for a period not to exceed 60 days if the Parties desire to continue the services and a replacement Contract has not been fully executed by the expiration of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to, prices, rates and delivery requirements, shall remain in effect during the two month extension. The two month extension shall immediately terminate when and if a replacement contract is approved and signed by the Mesa County Department of Human Services or an authorized designee, or at the end of 60 days, whichever is earlier.

12 Immediate Termination: This Contract is subject to immediate termination by the Department in the event the Department determines that the health, safety or welfare of persons receiving services may be in jeopardy. Additionally, the Department may immediately terminate this Contract upon verifying that Contractor has engaged in or is about to participate in fraudulent acts.

- 13 Upon termination of this Contract, regardless of the cause of the termination, all finished or unfinished documents, data, studies, surveys, reports or other material prepared by Contractor under this Contract shall, at the option of the Department, become Department property, and the Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. Contractor shall be obligated to return any payment advanced under the provisions of this Contract.
- 14 Information Security: Contractor shall have in place an information security plan to provide security for the communication and information resources that support the operations and assets of that agency, such as physical access controls, log-in and password requirements, and access credentials. The contractor shall have adequate security for communication and information resources.
- 15 Emergency Management: Contractor shall have in place a plan to insure employees have a safe workplace, including taking steps to be prepared to deal with any potential emergencies or disasters that might impact the workplace. Short term losses may include physical damages to premises and contents in addition to revenue loss due to interrupted services, and loss of wages for temporarily displaced employees.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the County is relying on their representations to that effect.

MESA COUNTY

CONTRACTOR

By _____
 Title _____

Signature _____
 Date _____

By _____
 Title _____

Signature _____
 Date _____

ATTACHMENT A

Scope of Work

The Contractor agrees to perform various Core Services when requested by the Department through the service authorization process for the Child Welfare Division. The Department will determine child eligibility and as appropriate, to provide information regarding rights to fair hearings. Referral information will be provided to the contractor as appropriate to the referral. Core Services are defined as assistance that focuses on family strengths includes services that empower a family by providing alternative problem-solving techniques, child-rearing practices, and responses to living situations creating stress for the family. This includes resources that are available as support systems for the family. Such services are to be provided to children "at imminent risk of being placed out-of-home". This means that without intercession a child would have been placed out of home immediately. Core Services are provided to children at imminent risk of out-of-home placement and their families.

The specific Core Services that will be provided by the Contractor follow:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

ATTACHMENT B

Payment Schedule

As a Contractor listed on the Mesa County Approved Core Services Vendor List, the Contractor understands that the Department cannot guarantee the type or frequency of services purchased. Mesa County Department of Human Services shall pay Contractor on a fee for service basis for all service authorized through the Child Welfare Division service authorization process. All payments will be paid through the State's approved automated system (Trails), as appropriate.

Contractor will not charge clients any fees related to services provided under this contract. If the service provided can be charged to another source, such as Medicaid, the Contractor will not include that service on the billing statement for this contract.

Contractor shall bill for positions monthly. Payment for each position shall be provided upon approval by the Department's Contract Administrators of invoice. Reports containing the following information shall accompany the invoices each month:

- 1) Name of individuals served
- 2) Date(s) of service
- 3) The monthly written treatment summaries for each ongoing service shall be attached to each invoice.
- 4) Any discharge summary for services closed during the billing period shall be attached to each invoice

Monthly invoicing shall be sent to cw_contract_services@mesacounty.us or faxed to 970-255-3617. Invoices and accompanying documentation shall be submitted to the Department no later than the 12th of each month to ensure timely payment. Services billed after ninety (90) days, or three (3) calendar months will not be the responsibility of the Department.

Fee Schedule

SERVICE TYPE AND DETAIL	CONTRACTOR'S SERVICES FEE

ATTACHMENT C

Insurance Requirements

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by the Department's Contract Administrator.
2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement insurance in the same manner as specified for Contractor. Contractor shall furnish subcontractors' and sub-subcontractor certificates of insurance to the Department, with a copy to the Department's Contract Administrator, immediately upon request.
3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the Department and the Department's Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.
4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Department or Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, et seq., C.R.S., as amended.
5. All required insurance coverage must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the Department and Mesa County. The insurers must also have policyholders' rating of "A-" or better and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Department grants specific approval for an exception.
6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below and additional coverage as may apply, with forms and insurers acceptable to the Department. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
7. The policies for Commercial General Liability and Comprehensive Automobile Liability shall be endorsed to specify; "Mesa County Department of Human Services, and Mesa County, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract."
8. All certificates of insurance are to be submitted on standard "ACCORD 25-S"

form.

9. Items listed below, which have been marked with an "X" are required of Contractor by the Department as a condition of this Contract. Contractor initial, placed by the corresponding "X", shall acknowledge the Contractor compliance in meeting the specific insurance requirement(s).

Your

Initial X

— X COMMERCIAL GENERAL LIABILITY, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition Contractor must either:

- 1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

Or

- 2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

— — WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado.

— — COMPREHENSIVE AUTOMOBILE LIABILITY insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

— X PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

— — EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

— — Due to the nature and scope of the services to be provided under this Contract, additional insurance is required. If this is marked, the description of additional required insurance will be included and referred to as "EXHIBIT E."

ATTACHMENT D

Standard Terms and Conditions

1. Scope of Contract: Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this contract.
2. Safety: Precautions shall be exercised at all times for the protection of all persons (including Department and Mesa County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
3. Subcontractors: This is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of the Department and any attempt to assign this contract without the prior express written consent of the Department shall render the contract null and void with respect to the attempted assignee.
4. Financial Audit: The Department, or its designee, may, at reasonable times, during the term of this contract or for five years after its termination or expiration, audit Contractor's books with regard to this contract, and Contractor shall retain its books and records for the required period.
5. Exclusivity: This is not an exclusive contract. The Department may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for the Department.
6. Conflict Resolution: This contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder that cannot be settled between the parties shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court shall enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.
7. Confidentiality of Information: Contractor agrees that any information received during any furtherance of the obligations hereunder will be treated as confidential and will not be revealed to other persons, firms or organizations, unless required by statute or other law, subpoenaed, released or further required for treatment.

8. Legal Authority: Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by procedures, by-laws and/or applicable law to exercise that authority, and to lawfully authorize the undersigned signatory to execute this contract and to bind Contractor to its terms.
9. Inspection and Acceptance: The Department reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this contract. The right of inspection reserved in the Department is for protection of the Department in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
10. Indemnification: Contractor shall, to the extent allowed by law, indemnify and hold harmless the Department, Mesa County, Colorado Department of Human Services and the State of Colorado, their agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Contractor or subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to the Department under this paragraph include claims against the Department, Mesa County, Colorado Department of Human Services or State of Colorado by Contractor's employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Mesa County, Colorado Department of Human Services, their agents, officials, and employees as herein provided, and such obligation exists even if the claim is fraudulent or groundless.
11. Force Majeure: Neither Contractor nor the Department shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.
12. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision of the contract or its attachments be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein.

13. Modification and Amendment: This contract is subject to such modifications and/or amendments as may be necessary. No modification or amendment to this contract shall be effective unless agreed to in writing by both parties.
14. Survivability: Contract Paragraph 8 and 12 and Attachment E Paragraphs 2, 4, 6, 7, 8, 9, 10, 15 and 16 shall survive any termination of this Contract.
15. Conformance with Law: Contractor shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract. Without limitation, these federal and state laws and regulations include:
- Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
 - Age Discrimination in Employment Act of 1967, 29 USC 621-634;
 - Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;
 - Drug Free Workplace Act of 1988, 41 USC 701 et seq;
 - Equal Pay Act of 1963, 29 USC 206(d);
 - Immigration Reform and Control Act of 1986, 8 USC 1324b;
 - Pro-Children Act of 1994, 20 USC 6081 et seq;
 - Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84;
 - Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
 - Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
 - Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
 - The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 CFR, Part 18;
 - Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever are applicable;
 - The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs;
 - Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
 - Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable;
 - Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
 - Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable.
16. Non-discrimination: Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.

17. The Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature, the Department has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the Department reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.
18. This Contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the parties. The Contract shall be read as a whole, rather than each item being read separately.
19. The Contractor certifies that the Contractor shall comply with the provision of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the County may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the County.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

20. By signing this Agreement, the Contractor agrees to provide, comply with, and, if applicable, execute the certifications set forth in Addendum A - Notification of Immigration Compliance Requirements and Certification by Contractor, incorporated herein by reference and attached hereto.

ADDENDUM A

NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONTRACTOR

Contractor acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343), and hereby CERTIFIES that:

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

2. 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 the public contract for services;

3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;

4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;

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

(A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 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.

6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) 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).

7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a contractor violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, et. seq.