



REQUEST FOR PROPOSALS
for
Community Based Agencies
FY 2018

RFP available to the public: April 3, 2017
Mandatory Pre-Proposal Conference: April 7, 2017
Submission Due Date: April 28, 2017, 5:00 p.m. EST

Palm Beach County Board of County Commissioners
Youth Services Department
50 S. Military Trail, Suite 203
West Palm Beach, Florida 33401
(561) 242-5700

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READ CAREFULLY AND COMPLY WITH ALL REQUIREMENTS

I. GENERAL INFORMATION

The purpose of this Request for Proposals (RFP) is for the Palm Beach County Board of County Commissioners' (BCC) Youth Services Department (YSD) to solicit proposals from qualifying non-profit organizations to provide services related to approved Action Areas.

In an effort to better serve the youth of Palm Beach County effectively and efficiently, programs and services for children, youth and young adults were consolidated into the YSD. YSD opened its doors on January 5, 2015, and some youth programs previously administered by Public Safety, Community Services, and the Criminal Justice Commission were transferred to YSD. The mission of this new department is:

"to administer programs and initiatives of the Board of County Commissioners to ensure the healthy growth, development, education, and transition of children and youth to young adulthood and the workforce."

The creation of this new department will aid service coordination, increase efficiencies and decrease administrative costs.

YSD, along with the other youth-serving partner agency members of *Birth to 22: United for Brighter Futures* (Birth to 22) coalition, participated in a collaborative process employing a collective impact framework to develop a Youth Master Plan (YMP) for Palm Beach County. This YMP is entitled "Strengthening the Steps to Success." The YMP and all its appendices are available for review at <http://www.pbcbirthto22.com> and <http://www.pbcbirthto22.com/communitydata.htm>, respectively. YSD encourages all those interested in submitting proposals to familiarize themselves with the YMP.

Applicant/Proposer requirements

- Proposers will clearly identify how their service/program(s) address the Action Areas identified in the YMP.
- Proposers seeking County assistance must be chartered or registered with the Florida Department of State, have been incorporated for at least one (1) agency fiscal year, and have provided services for at least six (6) months.
- All Proposers must hold current and valid 501(c)(3) status as determined by the Internal Revenue Service or be public entities.
- All Proposers must demonstrate accountability through the submission of acceptable financial audits performed by an independent auditor.

Contact Person

The Contact Person for this RFP is Marlene Etienne, Grant Compliance Specialist II. Her contact information is as follows:

Youth Services Department
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415
Email – YSD-rfp@pbcgov.org

Except during the Pre-Proposal Conference, explanations/clarifications desired by Proposers must be requested from the Contact Person in writing (letter, email or fax). All these requested explanations,

responses or clarification, including those posed at the Pre-Proposal Conference, shall be posted on the YSD website at <http://discover.pbcgov.org/youthservices/Pages/default.aspx>.

Contractual insurance requirements, if a proposal is selected

The following language in this Article, is the language/provisions as would be required in the contract, should a proposal be selected for approval for funding by the Board of County Commissioners.

“AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal, or material change to the insurance coverages. The requirements contained herein, as well as COUNTY’S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under this Contract.

- A. **Commercial General Liability** - AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis and shall include Sexual Abuse/Molestation Coverage at a sublimit of not less than **\$250,000**.
- B. **Business Automobile Liability** - AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY doesn’t own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- C. **Worker’s Compensation Insurance & Employers Liability** - AGENCY shall maintain Worker’s Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- D. **Professional Liability** - AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY’S most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims - made” form. If coverage is provided on a “claims - made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period, not less than three (3) years. AGENCY shall provide this coverage on a primary basis.

- E. **Additional Insured** - AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** - AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a preloss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance** - Prior to execution of this Contract, AGENCY shall provide initial evidence to the COUNTY’S representative, at the address below, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect.

Palm Beach County Youth Services Department
Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

During the term of this Contract, and prior to each subsequent renewal thereof, the AGENCY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County’s insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the Certificate Holder:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

- H. **Umbrella or Excess Liability** - If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

- I. **Right to Review** - COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.”

II. OFFICIAL NOTICE OF REQUEST FOR PROPOSALS

**PALM BEACH COUNTY
YOUTH SERVICES DEPARTMENT
COMMUNITY BASED AGENCIES FY 2018
NOTICE OF REQUEST FOR PROPOSALS (RFP)**

Palm Beach County Youth Services Department (YSD) will be accepting proposals for the Community Based Agencies program for Fiscal Year (FY) 2018 (October 1, 2017 – September 30, 2018). Contracts issued will be for one (1) year, with two (2) one-year extensions at the option of the County. Proposers must clearly identify how their service/program(s) address the below Action Areas identified in the Youth Master Plan for Palm Beach County entitled "Strengthening the Steps to Success" (YMP).

NOTE: Not all Action Areas identified in the YMP will be eligible for funding under this RFP.

The Request for Proposals will be available on April 3, 2017.

COMMUNITY BASED AGENCIES FY 2018

Eligible Proposers

Not-for-profit agencies holding current and valid 501(c)(3) status as determined by the Internal Revenue Service or public entities serving Palm Beach County's youth.

Action Areas

1. Economic Access: Building education to employment pathways for disconnected youth.
2. Parenting and Role Models: Increase outreach to parents through communications, natural support network, and mentors.
3. Social and Emotional Learning (SEL) Supports through quality out-of-school time (OST) programs.
4. Ensure Safety and Justice by providing alternatives to crime and gangs.

For a complete description of Action Areas eligible activities, please refer to the RFP attachments.

Monitoring and Quality Control

If selected, Proposers agree to participate in further evaluation, conducted by YSD, or on behalf of YSD. In addition to monitoring, this may include assessment to investigate program effectiveness. Accordingly, Proposers must agree to:

- Collect individual participant pre and post-implementation data, if applicable.
- Submit enrollment, attendance, and any necessary data and reports to the YSD program monitor and/or evaluator, or to other data collector working on behalf of YSD.

Proposals and Amount of Funds Requested

Each proposal must be specific to one (1) Action Area. If a Proposer believes their proposal fits into more than one (1) Action Area, they should submit a proposal in each applicable Action Area. Proposers are not limited in the number of proposals submitted. The funding available for this RFP will be approximately \$2 million. Proposers should request only the amounts necessary to implement the proposed program and are encouraged to seek funding from other sources. Funds will be awarded from an all-inclusive approach that dovetails points awarded, available funding, and community needs.

Mandatory Pre-Proposal Conference

There will be a mandatory Pre-Proposal Conference held at the Palm Beach County Vista Center, Room 1E 58/59, 2300 N. Jog Road, West Palm Beach, Florida 33411, on April 7, 2017, 10:00 a.m. to 12:00 p.m., for all Proposers submitting proposals. Confirmation of attendance must be received no later than April 6, 2017, at 5:00 p.m. to have your name on the confirmed list. Walk-in registrations will be accepted. Please reserve and confirm attendance by registering online at <https://ysdrfp.eventbrite.com>. Please let our staff know if you do not receive a timely confirmation of your registration.

Proposal Guidelines

The RFP and all associated documents will be available on the YSD website at <http://discover.pbcgov.org/youthservices/Pages/default.aspx>. The RFP package may also be obtained without charge from the Youth Services Department, 50 S. Military Trail, Suite 203, West Palm Beach, Florida 33415; Monday through Friday, 8:00 a.m. to 5:00 p.m.

In order to be considered for funding, all proposals must be received by the submission deadline stated below. Additional resources and information will be available on the YSD website at <http://discover.pbcgov.org/youthservices/Pages/default.aspx> and on the Birth to 22 website at <http://pbcbirthto22.com/>.

Submission Deadline Date

Completed proposals must be received at the YSD reception desk by 5:00 p.m. on April 28, 2017. The Proposer must have entered the YSD main entrance before 5:00 p.m., when the door automatically locks, and after which there is no access. **All proposals shall be in sealed envelopes clearly marked on the outside “RFP Community Based Agencies FY 2018,”** and delivered per the guidelines cited within this RFP. Each proposal shall be marked on the outside of the envelope with the date and time of receipt by YSD staff.

Technical Assistance

The Contact Person, Marlene Etienne, will provide assistance via email requests sent to YSD-rfp@pbcgov.org. All questions and answers will be made available for the public to review on the YSD website at <http://discover.pbcgov.org/youthservices/Pages/default.aspx>. The YSD Contact Person will not be available to respond to questions after April 26, 2017, at 5:00 p.m., which is two (2) work days before the Submission Deadline Date.

Presentations

Proposers may be asked to make an oral presentation before a review panel in advance of contract awards.

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS AD AND DOCUMENTS LISTED CAN BE REQUESTED IN AN ALTERNATE FORMAT. AUXILIARY AIDS OR SERVICES WILL BE PROVIDED UPON REQUEST WITH AT LEAST THREE DAYS NOTICE (CONTACT YSD AT (561) 242-5700 or THE CONTACT PERSON).

PUBLISH: April 2, 2017

III. TIMELINE

<u>Date</u>	<u>Activity</u>
April 2	RFP advertised
April 3	RFP available for public
April 7	Mandatory Pre-Proposal Conference
April 11	Reviewer Training
April 28	Submission Deadline Date
May 1 – 8	Staff compiles proposals
May 9 – 12	Review panels meet to finalize reviews and proposal scoring
May 15 – June 8	YSD staff reconciles review panel rankings, funding availability and develops recommended allocations
June 9	YSD staff posts recommended funding on YSD website at http://discover.pbcgov.org/youthservices/Pages/default.aspx

IV. CRITERIA FOR ACTION AREAS

3-Year Funding Cycle:

The following Action Areas will be issued a one (1) year contract with two (2) possible renewals, depending on BCC approval each year. Refer to the form of the contract attached hereto as **Attachment 11**.

1. Economic Access: Building education to employment pathways for disconnected youth – Programs and services in this Action Area should address outcomes and performance measures that demonstrate positive change toward the County’s goals as described in **Attachment 1**.
2. Parenting and Role Models: Increase outreach to parents through communications, natural support network, and mentors – Programs and services in this Action Area should address outcomes and performance measures that demonstrate positive change toward the County’s goals as described in **Attachment 2**.
3. Social and Emotional Learning Supports through quality OST programs – Programs and services in this Action Area should address outcomes and performance measures that demonstrate positive change toward the County’s goals as described in **Attachment 3**.
4. Ensure Safety and Justice by providing alternatives to crime and gangs – Programs and services in this Action Area should address outcomes and performance measures that demonstrate positive change toward the County’s goals as described in **Attachment 4**.

V. CONE OF SILENCE

This RFP includes a Cone of Silence. The Cone of Silence will apply from the Submission Deadline Date and terminate at the time the final contracts are approved by the Board of County Commissioners.

All parties interested in submitting a proposal will be advised of the following:

Lobbying - "Cone of Silence."

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" (Ordinance), a copy of which can be accessed at http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying_Regulations.aspx, is in effect. The Proposer shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience, the provisions relating to the Cone of Silence have been summarized here. **"Cone of Silence" means a prohibition on any non-written communication regarding this RFP between any Proposer or Proposer's representative and any County Commissioner or Commissioner's staff.** A Proposer's representative shall include, but not be limited to, the Proposer's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Proposer.

The Cone of Silence is in effect as of the Submission Deadline Date. The provisions of the Ordinance shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the BCC awards or approves a contract, rejects all proposals or otherwise takes action which ends the solicitation process.

VI. PROPOSAL GUIDELINES

1. General Information

Complete the Cover Sheet (**Attachment 6**) and include the following information:

- Name of Proposer(s)
- Mailing address; Proposer's contact person email address and phone number
- Action Area – identify the one (1) Action Area for which the proposal is being submitted.
- Program Title
- Specific Target Population
- Geographic Area Served
- Commission District(s) Served
- Program Status (existing or new program)
- Program Start Date (if a new program)
- Total Program Budget (program's total budget during the time period for which you are requesting funding, but not more than one (1) year)
- Amount of Funding Request (how much you are requesting in the proposal)
- Unit Cost Service Description
- Unit Cost of Service
- Overview (three (3)) sentence overview of the program – this must be short and concise, and will be used to communicate the purpose of programs and services to the Board of County Commissioners and various publications)
- Signature – Cover Sheet must be signed by the Proposer

2. Summary

Please submit a proposal:

- By the Submission Deadline Date.
- Written in plain language, but that includes a narrative that fully addresses all questions in this RFP, and that provides citations for all data sources.
- That specifically addresses the Action Area(s) set out in this RFP; one (1) proposal per Action Area.
- That is typed, double-spaced and submitted on 8 ½ x 11" size paper, using a single method of fastening (e.g. stapled, binder, etc.).
- That includes one (1) unbound original and five (5) bound copies; and
- That includes one (1) copy of Proposer's most recent Independent Audit Report.

3. Guidelines/Requirements Scoring for Proposals include:

a. Need (up to 20 points total)

• Part A – Description of Need (up to 10 points)

- What is the need (or problem) in Palm Beach County that you are proposing to address (or solve)?
- Who does this need (or problem) impact in Palm Beach County, including identified subpopulations, if applicable? (This specifically refers to the population that you serve – who walks in your doors for services).
- What areas of the County will be served? Include zip codes with underrepresented population that is clearly described.
- Clearly define and describe the priority population.
 - Identify who is impacted by the problem, need, or issue
 - Define demographics and important socio-economic characteristics of your priority population
 - Report the estimated number of the priority population your project will serve
 - Outline the geographic location (town, community, neighborhood, etc.) where members of the priority population who are served by your project are located.
 - Detail how the priority population was involved in determining the need for the project
 - Specify how the priority population was involved in the development and/or implementation of the project

• Part B – Local Data (up to 10 points)

- What local Palm Beach County data or evidence exist to document the need (or problem)?
- Please include specific data regarding:
 - **Underserved Population(s) Served**
 - Provide clear descriptive data showing a group needing services that are currently not provided to them. This should be documented by data that show that a subgroup of the population being served is underrepresented among service recipients.
 - **Underserved Area(s) Served**
 - A clearly defined zip code or census tract area with underserved population and which lacks providers in the identified area or close proximity to the area.

b. Approach and Design (up to 25 points)

- Explain what your program will do to meet this need (or solve this problem).
- Detail the specific activities your program will complete.
- Identify the services your program will provide.
- Indicate your program's proposed accomplishments during the funding period.
- Demonstrate how your program will accomplish its goals.
- Relate how this proposal is in line with the Action Area as established by the YMP.
- Describe how the program assesses clients' needs and links them to identified needed services.

- Explain why you think this approach is the best way to engage the target population and to help them achieve the intended results. Include the research your organization did to identify and design the best approach to serve the target population and solve the problem or address the need.
- Collective Impact: The YMP was developed utilizing a collective impact approach, which included a great deal of community participation. Accordingly, please describe how the community will be involved in the delivery and evaluation of services.
- Scope of Work: Complete a Scope of Work using the template as provided hereto as **Attachment 7** and attach to your proposal. Describe the scope of work. Include the services to be completed (including when, where, and how often they are provided), the timeline for completing each component of the implementation, the target population, the roles and responsibilities of your organization and your project partners.
- Project Innovation and Anticipated Challenges: Please provide a concise but detailed narrative that highlights particular program components that are ground-breaking and/or challenging.
- Indicate prior and/or planned efforts to ensure staff receive cultural competency training and how this is/would be incorporated into service delivery.
- Describe prior and/or planned efforts to ensure staff receive trauma-informed care training and how this is/would be incorporated into service delivery.
- Identify and explain, if any, an evidenced-based approach your program will implement. Alternatively, describe supporting theoretical model, theory of change, or research-based rationale for the program.

c. Evaluation Approach (up to 20 points total)

- **Part A - Evaluation Methods (up to 15 points)**
 - Clearly describe the evaluation methodology of the program being proposed.
 - Complete the 2018 Community Based (CBA) Evaluation Plan/Logic Model template (**Attachment 9**) and attach to your proposal.
 - Ensure outcomes are SMART (specific, measurable, achievable, realistic, time-bound).
 - Identify applicable evaluation measurement tools and explain how it appropriately measures and tracks outcomes.
 - Illustrate how evaluation processes are incorporated into agency policy and procedures.
- **Part B – Performance History (up to 5 points)**
 - Discuss prior outcomes and other relevant data that demonstrate success of the services in this proposal.

d. Available Resources and Sustainability (up to 15 points)

- Disclose other funding that your organization has received to address this need (or solve this problem).
- Identify other funding that is available to support your organization in addressing this need (or solving this problem).
- Describe how your organization will continue to address this need (or solve this problem) if current funding ends.
- Explain how awarded funds will allow you to leverage additional dollars, if any.

- Name any partners who will assist your organization in addressing this need (or solving this problem). If applicable, please provide:
 - Name of project partners
 - Partner Letter(s) and existing/proposed Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) which explain how your partnership will address the need.
- Describe your use of volunteers in support of program and other agency activities.
- Detail the process to ensure Level II background checks are performed for the staff and volunteers.
- Provide the following information regarding organization capacity:
 - The experience and expertise of your organization and your project partners (if applicable) in working with the target population (Why your organization and your project partners, if applicable, are the right organizations to address the need (or solve the problem).
 - The experience and expertise of your organization and your project partners (if applicable) in successfully implementing and sustaining projects of similar scope and size (Why your organization and your project partners, if applicable, are the right organizations to work with the target population).
 - The roles, responsibilities, expertise, and experience of key project staff (including individuals from your organization, your partners, and consultants).

e. Budget (up to 20 points)

- Complete proposed program budget using the template/worksheet as is provided hereto as **Attachment 8**. Review the ‘sample’ and ‘guidelines’ tabs provided before completing the template. Ensure the requested fund justifications are complete.
- Ensure administration expenses are limited to no more than 15%.
- Provide a *Budget Justification* by describing in detail each of the line items requested in the budget. Employee positions should include brief descriptions of their duties in the program. If you are charging an indirect/administrative percentage fee, then you must remove any other line items related to indirect/administrative expenses. If an indirect cost percentage is being requested, an approved cost plan from a cognizant agency must be included.
- Attach a *Total Agency Budget* to the proposal. The budget forms that are part of the proposal do not need to be utilized for this budget.
- Ensure CBA portion of the budget is not more than 25% of the Total Agency Budget.
- Submit most recent audit report. If there were findings, describe corrective actions.
- Submit Year-End Financial Statements and IRS Form 990. If not submitted explain why.
- Submit Unit Cost service description (Is this an industry standard? If so, please state source).
- Submit Unit Cost of service (Is this an industry standard? If so, please state source).
- Ensure both the unit cost service description and cost are clear and accurately calculated.
- Formulas used to arrive at the cost should be included.

- f. Priority Area(s) Scores** - Range of points based on the number of proposals for each Action Area. The Review Panel will rank all proposals based on services' critical need, and on ensuring service availability and access to youth in need in Palm Beach County (e.g. If there are ten proposals, the top-ranked proposal will be awarded 10 points and so on).
- i. The SCORE awarded to a proposal is reflective of its competitiveness.
 - ii. The RANKING of the proposals is reflective of how imperative and critical the services are to ensure availability and access.
- g. Additional Points for Social and Emotional Learning Supports through OST programs ONLY (10 points)**
- Agencies enrolled in Prime Time Palm Beach County, Inc.'s Quality Improvement System (QIS) shall be awarded an additional 10 points, provided a MOU/MOA with Prime Time is submitted with the proposal.

VII. TERMS AND CONDITIONS

1. The YSD main office is located at 50 S. Military Trail, Suite 203, West Palm Beach and will have paper copies of the RFP, as well as being the location where the proposals are required to be submitted.
 2. **Proposal Guarantee**
Proposer guarantees their commitment, compliance and adherence to all requirements of the RFP by submission of their proposal, as indicated by signature on the Cover Sheet.
 3. **Modified Proposals**
Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Submission Deadline Date for receipt of proposals. Only the latest proposal submitted will be considered.
 4. **Late Proposals, Late Modified Proposals**
Proposals and/or modified proposals submitted after 5:00 p.m. on the Submission Deadline Date, when the YSD door automatically locks, shall not be considered.
 5. **RFP Postponement/Cancellation**
YSD staff will provide notice to all who have expressed interest in the RFP of any modifications to the RFP, postponement and/or cancellation. After the Pre-Proposal Conference, notifications will be provided only to those in attendance and said notification will only be provided to the Proposers' email addresses as provided at the Pre-Proposal Conference. In addition to notifications to those who attended the Pre-Proposal meeting, YSD staff will also post all associated documents on the on the YSD website at <http://discover.pbcgov.org/youthservices/Pages/default.aspx>.
- All interested Proposers are encouraged to monitor the YSD website <http://discover.pbcgov.org/youthservices/Pages/default.aspx>) closely.
6. **Costs Incurred by Proposers**
All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for proposals received, or for any other effort required of or made by the Proposers, prior to commencement of work as defined by a contract approved by the Board of County Commissioners.
 7. **Public Record Disclosure**
Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.
 8. **Palm Beach County Office of the Inspector General Audit Requirements**
Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

9. **Commencement of Work**

The County's obligation will commence when the contract is approved by the Board of County Commissioners or their designee, and upon written notice to the Proposer. The County may set a different starting date for the contract. The County will not be responsible for any work done by the Proposer, even work done in good faith, if it occurs prior to the contract start date set by the County. The contract shall be in substantially similar form as attached hereto as **Attachment 11**.

10. **Non-Discrimination**

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy or one that conforms to the County's policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

At the time of contract finalization, all Proposers shall agree to provide an affidavit as is attached hereto as **Attachment 10**.

11. Complete and submit the Submittal Checklist attached hereto as **Attachment 5**.

(remainder of page intentionally left blank)

ATTACHMENTS

ATTACHMENT 1

Action Area Eligible Activities

Economic Access: Building education to employment pathways for disconnected youth

Evidence-based or promising practice programs and services in this category should address outcomes and performance measures that result in:

- (1) Improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment;
- (2) Increased aptitude to submit competitive applications for post-secondary education;
- (3) Gainful employment;
- (4) Stronger family support to facilitate post-secondary education and career development; and
- (5) A boost of self-esteem to inspire hope for the future.

Rationale:

“Disconnected” youth are primarily out-of-school, out-of-the-workforce youth, ages 16-22. Most are significantly off-track to complete the higher education credential that can enhance their life-long earnings potential. Often they have personal challenges that have interfered with school. Additionally, they are more likely than their peers to be English language learners, pregnant or parenting, homeless, adjudicated, minority, disadvantaged, LGBTQ or have mental health concerns. Below is a compilation of the many recommendations for services:

Suggested Uses of Available Funds (based on recommendations included in the Youth Master Plan):

- Provide foundational education such as financial literacy, vision boarding, Dress for Success, time management, college tours and interview skills.
- Offer career exploration utilizing progressive, age-appropriate skill and interest inventories, guest speakers, and visits to local businesses as a means to broaden teens’ awareness of employment opportunities and careers.
- Provide personal guidance and mentoring support for post-secondary education, including but not limited to certificate programs and trade apprenticeships and career development.
- Provide exposure/access to structured entry-level employment in areas of potential career interest to increase employability and work readiness.
- Provide access to job readiness and employability training to prepare youth to compete for and excel in entry-level jobs.
- Increase knowledge/experience on post-secondary education- standardized testing, the application process and financial aid assistance, including but not limited to completion of the Free Application for Federal Student Aid (FAFSA).
- Provide coaching and apprenticeship/internships within and outside the agency to include summer opportunities.
- Assist in obtaining entry-level employment with local agencies/business.
- Facilitate youth participation in employment pathways through outreach efforts with schools including clubs and cities.
- Offer interventions and training to educators to seek and develop strengths in students in all educational settings making it easier for young people to stay in school.
- Provide opportunities in nontraditional school settings.
- Create opportunities for young offenders with felonies to be able to qualify for federal grants and scholarships.

- Increase training and professional learning opportunities for all frontline professionals working with disconnected youth to promote equitable practices, including:
 - Cultural competency training with a focus on understanding homelessness, depression, and gender identity among LGBTQ youth
 - Racial and gender equity training
 - Special needs awareness and inclusivity training

Please review the Birth to 22 Appendix, Section 3, subsection 3.3.2

(<http://pbcbirthto22.com/pdf/APPENDIX%20YMP%20SECTION%203%20ONLINE.pdf>), for a list of Evidence-Based and emerging programs.

ATTACHMENT 2

Action Area Eligible Activities **Parenting and Role Models: Increase outreach to parents through communications, natural support network, and mentors**

Evidence-based or promising practice programs and services in this category should address outcomes and performance measures that result in:

- (1) Positive outcomes for young people by fostering high quality, enduring relationships and family support;
- (2) Safe connections and a sense of belonging and validation in the home;
- (3) Effective parent-child communication;
- (4) Trusting relationships in the home that foster school achievement and healthy behaviors; and
- (5) Removing barriers to services through family support programs.

Rationale:

High quality, enduring relationships with caring adults can lead to a range of positive outcomes for young people. All families need resources in order to be supportive of their children. Families that struggle with poverty, illness or violence within or outside of their homes often need extra assistance. This does not diminish their desire to support their children, and it should not reduce our expectations that families can and must play this critical role. To this end, natural supports found in local neighborhoods, the faith community, and social networks need to be the first resources and the first responders when it comes to mentoring, information and making connections for families in Palm Beach County. Below is a compilation of the many recommendations for services:

Suggested Uses of Available Funds (based on recommendations included in the Youth Master Plan):

- Expand parent mentoring and support networks for parents of young children through young adults.
- Develop communications campaigns aimed at both parents and parent mentors. Increase awareness of the range of services available. Get young people involved in development and delivery of outreach campaigns.
- Develop trainings aimed at both parents and parent mentors.
- Reduce barriers to access by increasing transportation options, internet and computer access, and providing more mobile services that bring the services closer to home or into the home.
- Create parent mentoring networks – recruitment, screening, training, matching, monitoring and support.
- Engage diverse and culturally competent mentors, volunteers and professional staff
- Increase training and professional learning opportunities for all frontline professionals working with parents, mentors and youth to promote equitable practices, including:
 - Cultural competency training with a focus on understanding homelessness, depression, and gender identity among LGBTQ youth
 - Racial and gender equity training
 - Special needs awareness and inclusivity training

Please review the Birth to 22 Appendix, Section 3, subsection 3.3.2

(<http://pbcbirthto22.com/pdf/APPENDIX%20YMP%20SECTION%203%20ONLINE.pdf>), for a list of Evidence-Based and emerging programs.

ATTACHMENT 3

Action Area Eligible Activities Social and Emotional Learning Supports through quality OST programs

Evidence-based or promising practice programs and services in this category should address outcomes and performance measures that result in:

- (1) Academic, social and emotional benefits to youth, including higher grades and test scores, development of social skills, reduced drop-out rates, and increased attendance; and
- (2) Safe, accessible and engaging place to go after school and during the summer to prevent risky behaviors and promote health and wellness.

Rationale:

Children's ability to be empathetic, manage emotions, manage their time, solve problems, and persist when challenged depends on the opportunities they have had to name, practice and be rewarded for these skills. Physical well-being and social/emotional development are crucial factors in being ready for learning – both when first entering school and at each stage along the way, up to and including post-secondary education entry.

Safe, secure children are much more likely to be emotionally, socially and academically ready for school- and for life. Children who are exposed to adverse childhood experiences are at higher risk for learning difficulties, emotional problems, developmental issues and long-term health problems. While attachment to a caregiver is essential in the early years, it is equally important that older youth have a trusted adult in their life. High school youth in Palm Beach County are more likely to turn to friends when feeling sad, empty, hopeless, angry, or anxious than to an adult. Social and emotional skill development is essential for knowledge development in academic content areas and for avoiding risky behaviors. Below is a compilation of the many recommendations for services:

Suggested Uses of Available Funds (based on recommendations included in the Youth Master Plan):

- Programming resulting in development of social and emotional skills in youth.
- Programming resulting in youth's cognitive, behavioral and social/emotional engagement. Youth will learn problem-solving; have opportunities to exercise collaboration, leadership, and choice; identify things of interest; and, feel socially supported within the environment.
- Provide opportunities for young people to get involved in their community and assume leadership roles.
- Expand OST time and summer supports available and accessible for all students at all ages.
- Build socialemotional learning (SEL) skillsets of adults to influence their effectiveness in supporting youth SEL.
- After school and OST activities for middle and high school students that enable mentors and coaches to support SEL and that builds a relationship with law enforcement.
- Increase training and professional learning opportunities for all frontline professionals working with SEL development and/or providing OST supports to promote equitable practices, including:
 - Cultural competency training with a focus on understanding homelessness, depression, and gender identity among LGBTQ youth
 - Racial and gender equity training
 - Special needs awareness and inclusivity training

Please review the Birth to 22 Appendix, Section 3, subsection 3.3.2

(<http://pbcbirthto22.com/pdf/APPENDIX%20YMP%20SECTION%203%20ONLINE.pdf>), for a list of Evidence-Based and emerging programs.

ATTACHMENT 4

Action Area Eligible Activities Ensure Safety and Justice by providing alternatives to crime and gangs

Evidence-based or promising practice programs and services in this category should address outcomes and performance measures that result in:

- (1) Safe environments through prevention of youth violence and/or delinquent behaviors by targeting youth who are at enhanced risk for violence/delinquent behaviors;
- (2) Changing the life-trajectory for those youth who have already demonstrated violent or serious delinquent behaviors by providing comprehensive, multi-component, tertiary interventions addressing a constellation of risk factors;
- (3) Safe, accessible and engaging place to go after school and during the summer to prevent risky behaviors and promote health and wellness;
- (4) Development of youth leadership groups focused on promoting equity, inclusion, violence prevention, anti-bullying and social justice efforts; and
- (5) Positive family support to foster a sense of belonging and trust.

Rationale:

Issues involving safety and justice continues to be an area of concern for youth throughout Palm Beach County. Many of the youth who are involved in the child welfare system, often have lower academic achievement and higher involvement with the criminal justice system as teenagers and adults. Below is a compilation of the many recommendations for services:

Suggested Uses of Available Funds (based on recommendations included in the Youth Master Plan):

- Address family violence issues, including domestic violence, as well as gang education/awareness training and community intervention.
- Provide afterschool and out of school pro-social activities for middle and high school students that enable mentors and coaches to support social emotional learning and that build relationships with law enforcement.
- Increase quality mentoring programs, including peer mentoring and promote opportunities for mentors and coaches to support court involved youth delinquency and dependency.
- Provide opportunities for young people to get involved in their community and assume leadership roles.
- Deploy prevention programs, which provide early identification and prevention activities that educate parents and youth and provide alternatives to violent behaviors such as pro-social activities, tutoring, community service and other healthy options.
- Provide support and services to meet the mental health and behavioral health needs of youth and families.
- Increase training and professional learning opportunities for all frontline professionals working with youth to promote equitable practices, including:
 - Cultural competency training with a focus on understanding homelessness, depression, and gender identity among LGBTQ youth
 - Racial and gender equity training
 - Special needs awareness and inclusivity training

Please review the Birth to 22 Appendix, Section 3, subsection 3.3.2

(<http://pbcbirthto22.com/pdf/APPENDIX%20YMP%20SECTION%203%20ONLINE.pdf>), for a list of Evidence-Based and emerging programs.

ATTACHMENT 5
Submittal Checklist

Initials		
	1	Attended Mandatory Pre-Proposal Conference
	2	One (1) unbound original proposal, and 5 bound copies <ul style="list-style-type: none"> • Typed, double-spaced and on 8 ½ x 11” paper
	3	Completion of Cover Sheet (Attachment 6) <ul style="list-style-type: none"> • All information provided • Signed
	4	Provide Scope of Work (Attachment 7)
	5	Provide Budget (Attachment 8)
	6	Provide Logic Model, if applicable (Attachment 9)
	7	Provide Independent Audit Report
	8	Reviewed Non-discrimination affidavit form (Attachment 10)
	9	Reviewed Contract form (Attachment 11)

**ATTACHMENT 6
Cover Sheet**

PLEASE RESPOND TO ALL

Name of Proposer				
Mailing address				
Contact person				
Email address				
Phone number				
<p align="center">Action Areas</p> <p align="center">Identify the one (1) Action Area for which the proposal is being submitted</p>	<input type="checkbox"/> Economic Access: Building education to employment pathways for disconnected youth	<input type="checkbox"/> Parenting and Role Models: Increase outreach to parents through communications, natural support network, and mentors	<input type="checkbox"/> Social and emotional learning supports through quality OST programs	<input type="checkbox"/> Ensure Safety and Justice by providing alternatives to crime and gangs
Program title				
Specific target population, including number to be served				
Geographic area(s) served				
Commission District(s) served				
Program status: (existing or new)				
Program start date (if a new program)				
Total program budget (program's total budget during the time period for which you are requesting funding, but not more than one (1) year)				
Amount of funding request (how much you are requesting in the proposal)				
Unit cost service description				
Unit cost of service				
<p>Overview (three (3) sentence overview of the program – this must be short and concise, and will be used to communicate the purpose of programs and services to the BCC and various publications):</p>				

By: _____ Signature	_____
_____	_____
Title	Date

ATTACHMENT 7
Scope of Work

Agency Name:

Program Name:

Overview:

Services:

Number of Clients Served:

ATTACHMENT 8 Program Budget Worksheet

CBA Budget Items	CBA Program Name	Palm Beach County CBA	CBA Program Funder #2	CBA Program Funder #3	CBA Program Funder #4	Total Program Funding (All Sources)
Program Period: FY 2018		Proposed	Confirmed	Pending	Pending	Pending
TOTAL PROGRAM FUNDING AMOUNT =						
Program Expenses	Narrative	Total	Total	Total	Total	Total
Personnel						
Program Manager						
Program Assistant						
Fringe Benefits - Program Assistant						
Community Educator						
Building /Occupancy						
Rent/Lease						
Building Maintenance						
Insurance						
Utilities						
Electric						
Water						
Telephone						
Project Supplies/Equipment						
Office Supplies						
Postage/Shipping						
Printing						
Materials/Program Supplies						
Equipment Rental						
Professional Fees						
Conference Registration Fees						
Training						
Travel/Mileage						
TOTAL PROGRAM EXPENSES =		\$ -				
Administrative Expenses	Narrative					
Personnel						
Executive Position #1 (JL)						
Consulting Fees						
XYZ Consultants						
TOTAL ADMINISTRATIVE EXPENSES =						
Administrative % of PBC Award			#DIV/0!			

CBA Budget Items	CBA Program Name	Palm Beach County CBA	Program Funder #2	Program Funder #3	Program Funder #4	Total Program Funding (All Sources)
		Proposed	Confirmed	Pending	Pending	Pending
Program Period: FY 2018						
TOTAL PROGRAM FUNDING AMOUNT =		\$ 112,045.00	\$ 45,000.00	\$ 17,500.00	\$ 7,500.00	\$ 182,045.00
Program Expenses	Narrative	Amount	Amount	Amount	Amount	Amount
Personnel		\$ 72,445.00	\$ 45,000.00	\$ 17,500.00	\$ 7,500.00	\$ 142,445.00
Program Manager	Program manager position for community support service. Salary expense is 100% funded by PBC CBA award and includes fringe benefits.	\$ 25,000.00	\$ 30,000.00			\$ 55,000.00
Program Assistant	Program Assistant role is to support the program manager and community educator with daily tasks. This salary expense is 50% funded by PBC CBA award. Total salary expense is \$15,000, with 50% allocated to PBC (\$7,500). (Salary expense does not include fringe benefits)	\$ 7,500.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 37,500.00
Fringe Benefits - Program Assistant	Fringe benefits expense for Program Assistant. Fringe benefits for this position total (\$1,800), with 50% allocated to Palm Beach County CBA in the amount of \$900.	\$ 900.00				\$ 92,500.00
Community Educator	Community Educator position is the primary interface with local schools, charities and support groups. Total Salary (including fringe benefits) billed to Palm Beach County CBA = \$39,045	\$ 39,045.00		\$ 10,000.00		\$ 49,045.00
Building /Occupancy		\$ 27,050.00	\$ -	\$ -	\$ -	\$ 27,050.00
Programmatic Rent/Lease	*Note: Rent for areas that house admin staff should be listed separately under admin section* Rent expense for Lake Worth facility. Total rental expense for FY16 = \$35,000. Allocation to Palm Beach County CBA award= \$20,000. Remaining \$15,000 will be paid by other operating income.	\$ 20,000.00				\$ 20,000.00
Building Maintenance	Maintenance expense for building XYZ	\$ 3,800.00				\$ 3,800.00
Insurance	Commercial, General, Liability Insurance	\$ 3,250.00				\$ 3,250.00
Utilities		\$ 2,400.00	\$ -	\$ 1,500.00	\$ -	\$ 3,900.00
Electric	Electric Utility Services expense for location X	\$ 1,200.00		\$ 1,000.00		\$ 2,200.00
Water	Water Utility service for location X	\$ 850.00		\$ 500.00		\$ 1,350.00
Telephone	Telephone expense for landline at location X	\$ 350.00				\$ 350.00
Project Supplies/Equipment		\$ 4,900.00	\$ -	\$ -	\$ -	\$ 4,900.00
Office Supplies	Office supplies for program staff	\$ 500.00				\$ 500.00
Postage/Shipping	Postage expense for client related mailing	\$ 750.00				\$ 750.00
Printing	Printing expense for program brochures	\$ 650.00				\$ 650.00
Materials/Program Supplies	Program related supplies used to support client base	\$ -				\$ -
Equipment Rental	Monthly Equipment rental fee for use of X = \$500 (\$6000 per year). Palm Beach County to cover 50% of this expense (\$3000).	\$ 3,000.00				\$ 3,000.00
Professional Fees		\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00
Conference Registration Fees	Professional development program fee	\$ 350.00				\$ 350.00
Training	Staff training expense for program/medical/intervention training for client support	\$ 1,500.00				\$ 1,500.00
Travel/Mileage	Program staff mileage reimbursement for client and training related meetings	\$ 1,100.00				\$ 1,100.00
TOTAL PROGRAM EXPENSES =		\$ 104,845.00	\$ 45,000.00	\$ 19,000.00	\$ 7,500.00	\$ 176,345.00
Administrative Expenses	Narrative					
Personnel		\$ 4,250.00	\$ -	\$ -	\$ -	\$ 4,250.00
Executive Position #1 (JL)	A 5% allocation of the Executive Director salary expense (including fringe benefits) will be billed to Palm Beach County CBA. Executive Director total salary expense = \$85,000. 5% allocation to Palm beach County CBA = \$4,250	\$ 4,250.00				\$ 4,250.00
Consulting Fees		\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00
XYZ Consultants	Accounting and audit expenses for CBA program. Annual Accounting fee = \$950, Annual Audit fee = \$2,000. Total expense = \$2,950	\$ 2,950.00				\$ 2,950.00
TOTAL ADMINISTRATIVE EXPENSES =		\$ 7,200.00	\$ -	\$ -	\$ -	\$ 7,200.00
Administrative % of PBC Award			6%			

Item #	Guidelines
1	A separate budget worksheet must be completed for each CBA funded program.
2	Please complete each column for each funder in detail. Please use Column A to describe in detail each expense.
3	The budget worksheet is not locked. Add line items and insert rows as appropriate for your program.
4	Do not enter data in cells that are grayed out.
5	Comments (notes) have been entered in various cells to help guide your entries.
6	Keep to the general format of the template.
7	You can format/auto sum cells that require totals to be entered.
8	If you wish to add your Agency name to the header/footer section, please do so.
9	Be sure that you list the relevant program name in cell B1.
10	If you have numerous funders for your program, insert additional columns to capture that summary data.

ATTACHMENT 9 Logic Model

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
Identified Problem, Need, Situation	Service or Activity	Outcome	Outcome/Indicator	Actual Results	Measurement Tool	Data Source	Frequency of Data Collection or Reporting
<p>Instructions: Identified Need/ Problem/ Situation</p>	<p>Instruction: Identify the number of clients to be served; the timeframe for the project; may also include the number of units of service offered</p>	<p>Instruction: General statement of results expected</p>	<p>Instruction: Projected number of clients expected to achieve each outcome divided by the number served; the percentage expected to achieve</p>	<p>Instruction: The Actual number of clients achieving the outcome, divided by the number served, the percentage of clients who achieved each outcome .</p>	<p>Instruction: What evidence will you collect to prove your outcomes are achieved?</p>	<p>Instruction: Include Collection Procedure, Personnel Responsible</p>	<p>Instruction: How often and when is data collected</p>
<p>Example: Families have limited financial literacy skills</p>	<p>Example: Administer Financial Literacy classes</p>	<p>Example: Families increase their financial literacy skills</p>	<p>Example: 7/20 or 35% of families will increase their financial literacy skills within 90 days</p>		<p>Example: Pre-test, post-tests</p>	<p>Example: Get information from instructor, stored in case-files/ databases; Case Manager</p>	<p>Example: Within 90 days</p>
<p>Mission Statement :</p>	<p>INSERT AGENCY MISSION STATEMENT</p>						

ATTACHMENT 10
Non-Discrimination Policy Affidavit

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy or one that conforms to the County's policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

- {enter other party legal name}** hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County; or

- {enter other party legal name}** does not have a written non-discrimination policy or one that conforms to the County's policy; however **{enter other party legal name}** affirms that it shall conform to the County's non-discrimination policy as provided above.

{enter other party legal name}

By: _____
Signature

(Printed name)

(Title)

Date: _____

ATTACHMENT 11
Contract Format

CONTRACT FOR COMMUNITY BASED AGENCIES

This Contract is made as of the _____ day of _____, 2016, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and (LEGAL NAME OF ENTITY), a (TYPE OF ENTITY) authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is _____.

WHEREAS, the AGENCY is a not-for-profit agency providing services to residents of Palm Beach County; and

WHEREAS, the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the attached **Exhibit A** (Scope of Work). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. No changes in the Scope of Work or services are to be conducted without the written approval of the Palm Beach County Youth Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency with offices in Palm Beach County and the AGENCY's services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

The COUNTY'S representative/liasion during the performance of this Contract shall be Geeta Loach-Jacobson, Director of Outreach & Community Programming (telephone no. 561-242-5700).

The AGENCY'S representative/liasion during the performance of this Contract shall be _____, (telephone no. _____).

ARTICLE 2 - SCHEDULE

- A. The AGENCY shall commence services on October 1, 2017, and complete all services by September 30, 2018.
- B. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 13.
- C. This Contract may be extended for two (2) one (1) year terms, at COUNTY's sole discretion. If COUNTY wishes to extend this Contract, DEPARTMENT shall request AGENCY to submit a proposed Scope of Work and Service Units for the next fiscal year (October 1 – September 30) that would be due by May 1st of the then current fiscal year. Annual contract extensions will be subject to contract adherence and to performance and to implantation fidelity review. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this Contact may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

ARTICLE 3 - PAYMENTS TO AGENCY

- A. The COUNTY shall pay to the AGENCY for services rendered under this Contract not to exceed a total amount of DOLLARS (\$). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in the attached **Exhibit B** (Units of Service) or services rendered toward the completion of the attached Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. The program and unit cost definitions for this Contract year are set forth in the attached **Exhibit B**. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, or Designee.
- C. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 15th of each fiscal year. Any amounts not submitted by October 15th, shall remain the COUNTY's and the COUNTY shall have no further obligation with respect to such amounts.
- D. Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, no later than the 15th of each month, reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with this Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.
- E. COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate

representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 6 – AMENDMENTS TO FUNDING LEVELS

This Contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this Contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

- At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.
- At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.
- At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded agency may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 10% may be approved by the DEPARTMENT's Director. Any increase or decrease of funding over 10% must be approved by the Board of County Commissioners.

ARTICLE 7 - INSURANCE

AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under this Contract.

- J. **Commercial General Liability** - AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual

Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis and shall include Sexual Abuse/Molestation Coverage at a sublimit of not less than **\$250,000**.

- K. **Business Automobile Liability** - AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis
- L. **Worker's Compensation Insurance & Employers Liability** - AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- M. **Professional Liability** - AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years. AGENCY shall provide this coverage on a primary basis.
- N. **Additional Insured** - AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- O. **Waiver of Subrogation** - AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a preloss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- P. **Certificates of Insurance** - Prior to execution of this Contract, AGENCY shall provide initial evidence to the COUNTY'S representative, at the address below, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect.

Palm Beach County Youth Services Department
Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

During the term of this Contract, and prior to each subsequent renewal thereof, the AGENCY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at abc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the Certificate Holder:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

- Q. **Umbrella or Excess Liability** - If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- R. **Right to Review** - COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 8 - INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of AGENCY. The AGENCY also shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY,

nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

ARTICLE 10 – WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or clients' demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions within their control and within their contract responsibilities that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 Background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contract with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 11 – NON-DISCRIMINATION

The AGENCY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the AGENCY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that AGENCY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 13 – AGENCY’S PROGRAMMATIC REQUIREMENTS

The AGENCY shall agree to specific programmatic requirements, including but not limited to, the following:

- A. The AGENCY must maintain separate financial records for Community Based Agency (CBA) contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. CBA’s cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost to be maintained at individual service category and to be available as in the detailed general ledger. These costs must support the unit rate and number of units billed.
- B. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or unspent, or are for any reason deemed to have been spent on ineligible expenses.
- C. Maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
- D. No private or confidential data collected, maintained, or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- E. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the attached Scope of Work, and the attached Units of Service are adhered to. All contracted programs/services will be reviewed at least yearly. Outcome reports will be reviewed on a quarterly basis. The DEPARTMENT staff may utilize and review other funder’s licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- F. AGENCY agrees to submit outcomes in the report format as included in **Exhibit D, Example 1**. Reports will be provided on a quarterly basis so that DEPARTMENT staff is able to determine performance of services being provided. The AGENCY agrees to submit final outcomes by October 15th in order to be in contract compliance and also to be able to determine AGENCY's progress in attaining its goals as outlined in the attached Scope of Work. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by COUNTY staff or consideration of future funding.
- G. AGENCY agrees to submit demographic reports, in the report format as included in **Exhibit D, Example 2**, based on the clients served by the COUNTY funding. This report will be due as part of the quarterly report. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is submitted.
- H. AGENCY agrees that their allowable administration costs will not exceed fifteen percent (15%) of the contracted amount.
- I. AGENCY shall submit quarterly reports in January, April, July and October, no later than the 15th of the month, and shall include the applicable data from the preceding quarter. The first report is due January 15th.
- J. AGENCY agrees to participate in further evaluation, conducted by DEPARTMENT, or on behalf of DEPARTMENT. In addition to monitoring, this may include assessment to investigate program effectiveness. Accordingly, AGENCY agrees to:
 - 1. Collect individual participant pre and post-implementation data, if applicable.
 - 2. Submit enrollment, attendance, and any necessary data and reports to DEPARTMENT program monitor and/or evaluator, or to other data collector working on behalf of DEPARTMENT.

ARTICLE 14 - ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit compiled with the applicable account principles:

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two bound originals of the audit are due 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Palm Beach County Youth Services Department
Attn: Geeta Loach-Jacobson, Director of Outreach & Community Programming
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

The AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

The AGENCY will provide a final close out report and Financial Reconciliation Statement, in the form provided as set forth in **Exhibit C** on accounting for all funds expended hereunder not later than 30 days from the contract end date.

ARTICLE 15 - CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

ARTICLE 16 – DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in this Article, Paragraph A.
- D. In the statement specified in this Article, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 17 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans with Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), Miami Tower, 100 SE 2nd Street, Suite 1500, Miami, FL 33131.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

Notwithstanding anything contained herein, AGENCY shall be required to submit each subcontractor's information to COUNTY, and COUNTY will provide written acceptance/non-approval to AGENCY.

ARTICLE 21 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 22 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 23 - ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 24 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY

under this Contract. These documents shall include data for monitoring and evaluation as applicable. Client files and records will remain the property of the AGENCY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 25 - TERMINATION

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another Agency funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not

be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a contract amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 28 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Youth Services Department
Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the AGENCY, notices shall be addressed to:

ARTICLE 29 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests,

gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 30 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY's service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27- Modifications of Work.

{Remainder of page left blank intentionally}

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set its hand the day and year above written.

ATTEST:

COUNTY:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Tammy K. Fields, Director

WITNESS:

AGENCY:

Signature

Company Name

Name (type or print)

Signature

Typed Name

Title

(corp. seal)

EXHIBIT A

SCOPE OF WORK & SERVICE UNITS

Will be based upon the information presented in the RFP

Agency Name:

Program Name:

Overview:

Services:

Number of Clients Served:

EXHIBIT B

UNITS OF SERVICE RATE AND DEFINITION

Agency:

Will be based upon the information presented in the RFP

Service Name and Definition of Unit of Service	Unit Cost	Total Cost of Service
Input description	\$	\$
Input description	\$	\$
Total Contract		\$

EXHIBIT C

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Contract/Agreement between Palm Beach County Board of County Commissioners (County) and _____ (Resolution # _____) (Agency), effective _____, 20_____, for (describe subject) _____, attached is a final financial reconciliation of the funds provided by Palm Beach County.

As shown in the attached (mark applicable box):

- All funds provided by County were spent in accordance with the provisions of the Contract/Agreement; and total administrative expenses did not exceed fifteen percent (15%)

OR

- There were under expenditures in the amount of \$, which pursuant to the Contract/Agreement, will be returned to County by (enter date); all other funds were spent in accordance with the provisions of the Contract/Agreement.

The undersigned states that he/she is the Chief Financial Officer/Designee or other individual dually authorized as stipulated in the Contract/Agreement to sign this type of document. The information attached is a true and accurate representation of the expenditure of County funds under the Contract/Agreement.

Signature

Date

Print Name

EXHIBIT D
REPORT FORMAT

Report Submission:

Quarterly:

- AGENCY will provide quarterly data for all programs/program participants funded in this Contract. Each quarterly report will contain the following information:
 - *Will be based upon the information presented in the Proposal*
- Outcomes, as identified above, tracked as shown on the attached Example 1(sample logic model)
- Demographic information available, as shown on the attached Example 2

EXHIBIT D, Example 1

SAMPLE Logic Model							
Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
Identified Problem, Need, Situation	Service or Activity	Outcome	Outcome/Indicator	Actual Results	Measurement Tool	Data Source	Frequency of Data Collection or Reporting
Instruction: Identified Need/ Problem/ Situation	Instruction: Identify the number of clients to be served; the timeframe for the project; may also include the number of units of service offered	Instruction: General statement of results expected	Instruction: Projected number of clients expected to achieve each outcome divided by the number served; the percentage expected to achieve	Instruction: The Actual number of clients achieving the outcome, divided by the number served, the percentage of clients who achieved each outcome .	Instruction: What evidence will you collect to prove your outcomes are achieved?	Instruction: Include Collection Procedure, Personnel Responsible	Instruction: How often and when is data collected
Example: Families have limited financial literacy skills	Example: Administer Financial Literacy classes	Example: Families increase their financial literacy skills	Example: 7/20 or 35% of families will increase their financial literacy skills within 90 days		Example: Pre-test, post-tests	Example: Get information from instructor, stored in case files/ databases; Case Manager	Example: Within 90 days
Mission Statement :	INSERT AGENCY MISSION STATEMENT						

EXHIBIT D, Example 2

Youth										Household																									
Last Name	First Name	Sex	Gender	Age	Ethnicity	Race	Education Level	Health Insurance	Disabled	Current Education Status	School ID	SSN	Family Type	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
Kang	John	M	M	12	Non-Hispanic	Asian	K-2	Medicaid	No	Student Full Time	123456	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	
Smith	Randy	M	M	12	Non-Hispanic	White	6 to 8	Private	Yes	Student Full Time	654321	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321
Del Puerto	Juana	F	F	8	Hispanic	Black	3 to 5	ACA	No	Student Full Time	654321	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234
Baptiste	Gerardine	F	F	15	Non-Hispanic	Latino	9 to 12	None	No	Student Full Time	456123	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	1234	

SAMPLE DATA