

REQUEST FOR PROPOSALS for Community Based Agencies FY 2019

RFP available to the public: April 9, 2018 Mandatory Pre-Proposal Conference: April 13, 2018 Submission Due Date: May 4, 2018, 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 33415 (561) 242-5700

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READ CAREFULLY AND COMPLY WITH ALL REQUIREMENTS

I. <u>GENERAL INFORMATION</u>

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 agencies to provide services related to certain Action Areas identified in the Youth Master Plan.

In an effort to 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 department aids in service coordination, increased efficiencies and decreased administrative costs.

YSD, along with the other youth-serving partner agencies of *Birth to 22: United for Brighter Futures* (Birth to 22), 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 www.pbcbirthto22.com and 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 Alexina Jeannite, 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 – <u>YSD-rfp@pbcgov.org</u> Except during the Pre-Proposal Conference, any explanations/clarifications desired by Proposers must be requested in writing and emailed to the Contact Person no later than the date specified in the RFP Timeline (Section III). The questions or comments must contain the Proposer's name, address, phone number and email address. All requested explanations, responses, or clarifications, including those posed at the Pre-Proposal Conference, will be posted on a weekly basis on the YSD website at www.pbcgov.com/youthservices.

Amendments to RFP

No oral interpretation of this RFP shall be considered binding. The County will be bound by the information and statements only when such statements are written and executed under the authority of the YSD. Any interpretation, clarification, correction or change to this RFP will be made only by Amendment. As they are issued, all Amendments to this RFP will be posted under the applicable solicitation on the County's on-line Vendor Self Service (VSS) system at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Interpretations, corrections or changes made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections or changes. It is the sole responsibility of the Proposer to routinely check VSS for any Amendments that may have been issued prior to the Submission Deadline Date for receipt of proposals. The Proposer should verify with the designated Contact Person prior to entering a proposal that all Amendments have been received. The County shall not be responsible for the completeness of any RFP package not downloaded from VSS or picked up from the YSD.

Changes to this RFP, when deemed necessary by the County, will be completed only by written Amendment(s) issued prior to the Submission Deadline Date for receipt of proposals. Proposers should not rely on any representations, statements or explanations other than those made in the RFP or in any Amendment to this RFP. Where there appears to be a conflict between the RFP and any Amendment issued, the last Amendment issued shall prevail.

Review of Proposals

Each Proposal will be reviewed to determine if the Proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated. A responsive Proposal is one which has been signed in ink, has been submitted by the specific submission date and time, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of your Proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all required and/or desired elements of this RFP, do so at their own risk.

Selection Process

All responsive proposals will be reviewed first by the Director, Youth Services Department, or designee, to determine if each Proposer has submitted the required information and meets all Proposal Guidelines (as stated in Section VI). Those proposals fulfilling the Proposal Guidelines shall be referred to the appropriate Review Panel for review and further consideration.

The appropriate Review Panel will evaluate all responses to this RFP that meet the Proposal Guidelines and are deemed responsive. The appropriate Review Panel will evaluate all proposals based on the information submitted with the Proposal. Accordingly, Proposers are urged to ensure that their Proposal contains all the

necessary information for the appropriate Review Panel to fairly and accurately evaluate each of the criteria listed in Section VI-3.

The appropriate Review Panel shall meet in a public session to score each Proposal by reviewing each Proposal against the evaluation criteria listed in Section VI-3. Upon completion of the appropriate Review Panel's review and discussion of all the responsive proposals submitted, each appropriate Review Panel member shall score each Proposal and total the scores for each Proposal.

After the appropriate Review Panel has scored each Proposal, the appropriate Review Panel will then assign the Priority Area(s) Score for each Proposal. The Review Panels' evaluations will then be submitted to the Director, YSD for consideration and selection.

The Recommended Contract Awards will be posted on the YSD website at: www.pbcgov.com/youthservices.

Right of Appeal/Protest

Any Proposer may protest a recommendation for contract award by submitting a written protest to the Director, Youth Services Department within five (5) business days of the posting of the Recommended Contract Awards. The protest shall be submitted in writing, shall identify the protestor and the solicitation, shall include a factual summary of the basis for the protest, and shall be addressed to the Director, Youth Services Department, via hand-delivery or mail to 50 S. Military Trail, Suite 203, West Palm Beach, FL 33415, or via email to tfields@pbcgov.org and reference in the subject line: RFP FY 2019 Protest. A protest is considered filed when it is received by the Director, Youth Services Department. Failure to file a protest within five (5) business days of the posting of the Recommended Contract Awards shall constitute a waiver of the Proposer's right to protest.

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 BCC.

"The 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. The AGENCY shall agree to provide the COUNTY with at least ten (10) days' prior notice of any cancellation, non-renewal, or material change to the insurance coverages. The requirements contained herein, as well as the COUNTY'S review or acceptance of insurance maintained by the AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the AGENCY under this Contract.

A. <u>Commercial General Liability</u> - The AGENCY shall maintain, on a primary basis, Commercial General Liability insurance at a limit of not less than \$500,000 each occurrence. Policy shall not contain any endorsement(s) limiting or excluding coverage for Contractual Liability, or Cross Liability. Should policy limit or exclude coverage for Sexual Abuse/Molestation to less than \$250,000 per occurrence, a separate policy for such coverage shall be obtained so that a minimum of \$250,000 coverage per occurrence is provided.

- B. <u>Business Automobile Liability</u> The 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 the AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing the 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. The AGENCY shall provide this coverage on a primary basis.
- C. <u>Worker's Compensation Insurance & Employers Liability</u> The AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes. The AGENCY shall provide this coverage on a primary basis.
- D. <u>Professional Liability</u> The 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, The COUNTY reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the 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, the AGENCY shall purchase a SERP with a minimum reporting period, not less than three (3) years. The AGENCY shall provide this coverage on a primary basis.
- E. <u>Additional Insured</u> The 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." The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. <u>Waiver of Subrogation</u> The 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 pre-loss agreement to waive subrogation without an endorsement to the policy, then the 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 the AGENCY enter into such an agreement on a pre-loss basis.

G. <u>Certificates of Insurance</u> - Prior to execution of this Contract, the 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 <u>pbc@instracking.com</u> 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. <u>Umbrella or Excess Liability</u> If necessary, the 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. <u>**Right to Review</u>** The 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. The 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."</u>

II. OFFICIAL NOTICE OF REQUEST FOR PROPOSALS

PALM BEACH COUNTY YOUTH SERVICES DEPARTMENT COMMUNITY BASED AGENCIES FY 2019 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) 2019 (October 1, 2018 – September 30, 2019). 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 9, 2018.

COMMUNITY BASED AGENCIES FY 2019

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. Health & Wellness Supports: Ensure access to healthy foods and exercise options; address youth physical and mental health risks/issues.
- 2. Educational Supports: Increase parent, community and business involvement in education.

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.
- [°] Administer client satisfaction surveys provided by the County.
- [°] Review the accuracy of their program information listed on the *Birth to 22: United for Brighter Futures* directory and ensure information is maintained current.

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 \$800,000. 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. Awards may be made in an amount less than requested.

Mandatory Pre-Proposal Conference

There will be a mandatory Pre-Proposal Conference held at the Clayton Hutcheson Agricultural Center, Exhibit Hall A&B, 559 N. Military Trail, West Palm Beach, Florida 33415, on April 13, 2018, at 1:00 p.m., for all Proposers submitting proposals. Confirmation of attendance must be received no later than Noon on April 12, 2018, to have your name on the confirmed list. Walk-in registrations will be accepted; however, space is limited so pre-registration is highly recommended and attendance by multiple representatives of the same agency is discouraged. Please reserve and confirm attendance by registering online at https://ysdrfp2019.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 County's on-line Vendor Self Service (VSS) system at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Registered agencies can sign in, or user may choose Public Access. For assistance, agencies/users can view the available reference guides. The RFP package may also be obtained without charge from the YSD, 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 www.pbcgov.com/youthservices and on the Birth to 22 website at www.pbcbirthto22.com/.

Submission Deadline Date

Completed original signed proposals must be received at the YSD reception desk by 5:00 p.m. on May 4, 2018. 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. In addition, upload of the single PDF electronic file to YSD's file transfer protocol (FTP) site must be completed no later than midnight on May 4, 2018, and must not vary from the signed paper submission. All proposals shall be in a sealed envelope clearly marked on the outside "RFP Community Based Agencies FY 2019," and delivered per the guidelines cited within this RFP. The Proposal shall be marked on the outside of the envelope with the date and time of receipt by YSD staff.

Technical Assistance

Any request for technical assistance must be in writing and emailed to the Contact Person at YSDrfp@pbcgov.org. All questions and answers will be posted on a weekly basis on the YSD website at www.pbcgov.com/youthservices. The YSD Contact Person will not be available to respond to questions after May 2, 2018, at 5:00 p.m., which is two (2) work days before the Submission Deadline Date.

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 8, 2018

III. <u>TIMELINE</u>

Date	Activity
April 8	RFP advertised
April 9	RFP available for public
April 13	Mandatory Pre-Proposal Conference
April 27	Reviewer Training
May 2	Final day to submit written questions
May 4	Submission Deadline Date
May 7 - 18	Staff compiles proposals/distributes to reviewers
May 21 - 25	Review panels meet to finalize reviews and proposal scoring
May 29 - June 8	YSD staff reconciles review panel rankings, funding availability and develops recommended allocations
June 11	YSD staff posts Recommended Contract Awards on YSD website at www.pbcgov.com/youthservices
June 18	Final date to submit written Protest

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 sample contract attached hereto as Attachment 10.

- 1. <u>Health & Wellness Supports: Ensure access to healthy foods and exercise options; address youth physical and mental health risks/issues</u> Programs and services in this Action Area should address outcomes and performance measures that demonstrate positive change towards the County's goals as described in **Attachment 2**.
- 2. <u>Educational Supports: Increase parent, community and business involvement in education</u> Programs and services in this Action Area should address outcomes and performance measures that demonstrate positive change towards the County's goals as described in **Attachment 3**.

V. <u>CONE OF SILENCE</u>

This RFP includes a Cone of Silence. The Cone of Silence will apply from the Submission Deadline Date and terminate at the time the awards 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 www.pbcgov.com/legislativeaffairs/Pages/Lobbying_Regulations.aspx, 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 approves awards or 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 4) and include the following information:

- Legal Name of Agency;
- ^o Fictitious Name, (d/b/a), if applicable;
- Mailing address;
- ° Proposer's contact person's email address and phone number;
- ° Name/Title of Person(s) Authorized to Legally Bind Agency (sign contract);
- [°] Action Area identify the one (1) Action Area for which the Proposal is being submitted;
- Program title;
- [°] Specific target population, including number to be served;
- Geographic area(s) served;
- BCC Commission District(s) served;
- ^o 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 from Palm Beach County;
- ° Unit Cost Service Description;
- Unit Cost of Service;
- ^o 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);
- ° Signature Cover Sheet must be signed in ink, by the Proposer.

2. Summary

Please submit a Proposal:

- ° in the order and format as provided on the Submittal Checklist (Attachment 1) and on the forms provided herein;
- ° 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;
- o that is typed, in Times New Roman; 12-point font, double-spaced and submitted on 8 ½ x 11" size paper;
- ° that includes one (1) complete unbound original, verified to include all attachments;
- [°] that includes one (1) single electronic PDF format file, verified to include all attachments, uploaded to YSD's file transfer protocol (FTP) site at:

https://pbc.sharefile.com/r-r4175e1eaf3a4fc39. The file shall be named as follows: *YSD_FY2019_Proposer's name*.

3. Guidelines/Requirements Scoring for Proposals include:

Each of the following requirements should be addressed by completing the Proposal Template (FY 2019) (Attachment 5).

3.1 Description of Need (up to 10 points)

- 3.1.1 What is the need in Palm Beach County that you are proposing to address?
- 3.1.2 Clearly define and identify who is impacted by the need, including identified subpopulations, if applicable.
- 3.1.3 What areas of the County will be served? Include zip codes and Board of County Commissioner's Commission District information with underrepresented population that is clearly described.
- 3.1.4 Clearly define demographics and important socio-economic characteristics of your priority population.
- 3.1.5 Report the estimated number of the priority population your program will serve.
- 3.1.6 Detail how the priority population was involved in determining the need for the program.
- 3.1.7 Specify how the priority population was involved or will be involved in the development and/or implementation of the program.

3.2 Local Data (up to 10 points)

- 3.2.1 What local Palm Beach County data or evidence exists to document the need?
- 3.2.2 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.
- 3.2.3 Underserved Area(s) Served: provide a clearly defined zip code or census tract area with underserved population that lacks providers in the identified area or close proximity to the area.

3.3 Approach and Design (up to 25 points)

- 3.3.1 Explain what your program will do to meet the identified need.
- 3.3.2 Detail the services and specific activities your program will provide.
- 3.3.3 Indicate your program's proposed outcomes during the funding period.
- 3.3.4 Demonstrate how your program will accomplish its goals.
- 3.3.5 Relate how your Proposal is in line with the Action Area as established by the Youth Master Plan (YMP).
- 3.3.6 Describe how the program assesses clients' needs and links them to identified services.
- 3.3.7 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 agency did to identify and design the best approach to serve the target population and address the need.
- 3.3.8 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, as opposed to merely receiving the services.

- 3.3.9 Complete and attach to your Proposal, a Scope of Work using the template as provided hereto as **Attachment 6**. Describe the Scope of Work and 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 agency and your program partners.
- 3.3.10 Program Innovation and Anticipated Challenges: provide a concise but detailed narrative that highlights particular program components that are ground-breaking and/or challenging.
- 3.3.11 Indicate prior and/or planned efforts to ensure staff receive cultural competency training and how this is/would be incorporated into service delivery.
- 3.3.12 Describe prior and/or planned efforts to ensure staff receive trauma-informed care training and how this is/would be incorporated into service delivery.
- 3.3.13 Identify and explain, if any, an evidenced-based approach or promising practice your program will implement. Alternatively, describe supporting theoretical model, theory of change, or research-based rationale for the program.

3.4 Evaluation Methods (up to 15 points)

- 3.4.1 Clearly describe the evaluation methodology of the program being proposed.
- 3.4.2 Complete and attach to your Proposal, the 2019 Community Based Agency (CBA) Logic Model using the template as provided hereto as **Attachment 8** and ensure outcomes are SMART (specific, measurable, achievable, realistic and time-bound).
- 3.4.3 Identify applicable evaluation measurement tools and explain how it appropriately measures and tracks outcomes.
- 3.4.4 Illustrate how evaluation processes are incorporated into agency policy and procedures.

3.5 Performance History (up to 5 points)

3.5.1 Discuss prior outcomes and other relevant data that demonstrate success of the services in your Proposal.

3.6 Available Resources and Sustainability (up to 15 points)

- 3.6.1 Disclose other funding that your agency has received to address this need.
- 3.6.2 Identify other funding that is available to support your agency in addressing this need.
- 3.6.3 Describe how your agency will continue to address this need if current funding ends.
- 3.6.4 Explain how awarded funds will allow you to leverage additional dollars, if any.
- 3.6.5 Partners: attach to your Proposal, the names of any partners that will assist your agency in addressing this need with partner letter(s) of support, and/or existing/proposed Memorandums of Understanding or Memorandums of Agreement. Explain the responsibility of each partnering agency.
- 3.6.6 Describe your use of volunteers in support of program and other agency activities.
- 3.6.7 Detail the process to ensure Level II background checks are performed for the staff and volunteers working with minors.

- 3.6.8 Describe the experience and expertise of your agency and your program partners (if applicable) in working with the target population (Why your agency and your program partners, if applicable, are the right agencies to address the need).
- 3.6.9 Describe the experience and expertise of your agency and your program partners (if applicable) in successfully implementing and sustaining programs of similar scope and size (Why your agency and your program partners, if applicable, are the right agencies to work with the target population).
- 3.6.10 Describe the roles, responsibilities, expertise, and experience of key program staff (including individuals from your agency, your partners, and consultants).

3.7 Budget (up to 20 points)

- 3.7.1 Complete and attach to your Proposal, a program budget using the template as provided hereto as **Attachment 7.** Review the 'sample' and 'guidelines' tabs provided before completing the template.
 - \blacktriangleright ensure administrative expenses are limited to no more than 15%.
 - > ensure the requested fund justifications are complete.
 - include a Budget Justification that describes 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.

3.7.2 Attach to your Proposal:

- a Total Agency Budget The budget forms that are part of the Proposal do not need to be utilized for this budget. Ensure CBA portion of the budget (amount of funding request from Palm Beach County) is not more than 25% of the Total Agency Budget.
- a Unit Cost Service Description (Is this an industry standard? If so, please state source). Ensure the Unit Cost Service Description is clear.
- a Unit Cost of Service (Is this an industry standard? If so, please state source). Ensure the Unit Cost of Service is accurately calculated and that formulas used to arrive at the cost are included.

3.7.3 Attach to your Proposal:

- the most recent audit report. If there were findings, describe corrective actions.
- > year-end financial statements.
- IRS Form 990 Return of Organization Exempt from Income Tax for (501)(c)(3) corporations or Comprehensive Annual Financial Report (CAFR) for public entities.

- **3.8 Priority Area(s) Scores -** Range of points based on the number of proposals for each Action Area. The appropriate 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).
 - > The SCORE awarded to a proposal is reflective of its competitiveness.
 - > The RANKING of the proposals is reflective of how imperative and critical the services are to ensure availability and access.

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, in ink on the Cover Sheet (Attachment 4).

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 Conference, YSD staff will also post all associated RFP documents on the County's on-line Vendor Self Service (VSS) system at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService.

All interested Proposers are encouraged to monitor both the YSD website www.pbcgov.com/youthservices and the County's on-line Vendor Self Service (VSS) system at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService 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 BCC.

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, Sections 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 will be in substantially similar form as attached hereto as **Attachment 10**.

10. Non-Discrimination

Pursuant to Resolution R2017-1770, 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, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

11. Complete and submit the Submittal Checklist attached hereto as Attachment 1.

(Remainder of page intentionally left blank)

ATTACHMENTS

ATTACHMENT 1 Submittal Checklist

Proposer's Initials			YSD USE ONLY (Staff Initials)
	1	Attended Mandatory Pre-Proposal Conference	
	2	Provided one (1) complete unbound original proposal, verified to include all attachments	
	3	Uploaded one (1) single electronic PDF format file, verified to include all attachments, uploaded to YSD's file transfer protocol (FTP) site at https://pbc.sharefile.com/r-r4175e1eaf3a4fc39. The file shall be named as follows: <i>YSD_FY2019_Proposer's name</i>	
	4	 *Provided completed Cover Sheet (Attachment 4) All information provided Signed in ink 	
	5	*Provided completed Proposal Template (Attachment 5)	
	6	*Provided completed Scope of Work Template (Attachment 6)	
	7	*Provided completed Budget Template (Attachment 7)	
	8	*Provided completed Logic Model Template (Attachment 8)	
	9	Provided IRS Form 990, if a 501(c)(3) corporation (Attachment 9) or Comprehensive Annual Financial Report (CAFR) for public entities	
	10	Provided Independent Audit Report	
	11	Provided Year-End Financial Statements	
	12	Reviewed Sample Contract form (Attachment 10)	

Notes:

1. Templates for completion are marked with an asterisk (*) and are located on the County's on-line Vendor Self Service (VSS) system at: https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService.

2. Submittal Checklist must be initialed on each line to verify all components are submitted by Proposer.

ATTACHMENT 2

Action Area Eligible Activities Health & Wellness Supports: Ensure access to healthy foods and exercise options; address youth physical and mental health risks/issues

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

- (1) Increased knowledge on healthy eating, meal preparation, gardening and access to fresh foods;
- (2) Access to three (3) healthy meals a day;
- (3) Increased knowledge of exercise regimen and the benefit of exercise;
- (4) Increased recreational opportunities for youth;
- (5) Increased awareness of health risks resulting from substance abuse (to include opioid), obesity, teen pregnancy and sexually transmitted diseases;
- (6) Access to mental health services to address youth development, bullying, suicide, and trauma;
- (7) Access to vision and dental screenings and services via mobile systems;
- (8) Reduction of stress through mindfulness/mediation techniques;
- (9) Effective and efficient referral system/navigation to access mental health service, proper nutrition and medical services.

Rationale:

Children struggle to succeed in learning, living or giving when their basic needs are not met. Disparities in accessing basic needs such as healthy foods, safe homes and health care can have a lifelong impact.

Physical inactivity and bad dietary behaviors contribute to child and adolescent obesity, which have immediate and long-term effects on health and well-being. When compared to high school students in the U.S., high schoolers in Palm Beach County were more likely to report physical inactivity for at least one hour a day for five (5) or more days and that they did not eat healthy foods. They were also less likely to report that they were overweight or obese.

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 risks for learning difficulties, emotional problems, developmental issues and long-term problems. It is important that mental health needs are addressed in addition to physical health needs.

For more information on how PBC youth are doing on Lack of Physical activity, dietary behaviors, overweight and obese, substance abuse, teen pregnancy, career ready, connected and contributing, please review the Birth to 22 appendix 3.1.3, p.40-44; 74-81 and 60-66.

Below is a compilation of the many recommendations for services:

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

- Business investment in food banks and other access programs.
- Community garden initiative.
- Availability of physical check-up to include vision, hearing, cholesterol, blood pressure and diabetes.
- Family healthy eating education.
- Community exercise.
- Demonstrate good nutrition-learning healthy swaps i.e. water vs. soda, salad vs. fries.
- Making healthy foods available green markets, food banks, vending machines.
- Education teen pregnancy, self-love, and sexually transmitted diseases.
- Role models mentors.
- Referral system for navigation of services.
- Available substance abuse and mental health services.
- Access to screening for Adverse Childhood Experiences (ACEs) and appropriate follow-up care.
- 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;
 - Trauma informed care.

Please review the Birth to 22 appendix, Section 3, subsection 3.3.2 (www.pbcbirthto22.com/pdf/APPENDIX%20YMP%20SECTION%203%20ONLINE.pdf), for an additional list of Evidence-Based and emerging programs.

ATTACHMENT 3

Action Area Eligible Activities Educational Supports: Increase parent, community and business involvement in education

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

- (1) Increased business participation and contributions to education and programs for youth;
- (2) Expanded student supports, including tutoring, out-of-school time programs and mentoring;
- (3) Stronger parent engagement and support of their children's education;
- (4) Support for parents of special need students;
- (5) Career exposure through business involvement/internships;
- (6) Business mentoring pipeline to work program;
- (7) Certification programs;
- (8) Increased scholarships, non-financial resources and support services for students engaged in postsecondary education;
- (9) Provide digital and blended learning opportunities utilizing current technology;
- (10) Access to services for student who have received school disciplinary actions, including suspensions and expulsions.

Rationale:

Students who demonstrate a proficiency in reading on grade level by the end of 3rd and 10th grades, are more likely to be on track to graduate high school. Children who have developed early reading and math skills are more likely to achieve these educational milestones. In Palm Beach County, Middle and High School achievement scores for Math and English Language show a large discrepancy among different groups of students achieving at grade level.

Students that miss more than ten (10) days of school are less likely to succeed compared to their peers and out of school suspensions account for a percentage of those absences. A John Hopkins study, in 2013 of 9th graders in Florida found that only 38% of students who experienced two or more suspensions graduated from high school. Middle school students in Palm Beach schools average 10% Office Discipline Referral, 4% In School Suspension, and 6% Out of School Suspension. While high school students average 13% Office Discipline Referral, 5% In School Suspension, and 6% Out of School Suspension. Black students encompass both the majority of suspensions across grade levels as well as the lowest graduation rates both state and countywide in comparison to other races.

In 2016, Youth surveyed in Palm Beach County reported that their top areas of concern were access to educational supports, incidence of violence and safety and the need for additional family support (YMP p.24). In recent years, there has been increased violence in schools and the community adding to traumatic experiences in environments that are dedicated to engaging and educating our youth.

Birth to 22 will focus on the following indicators for academic achievement: entering school ready to learn, reading and math proficiency, attendance and absenteeism, suspensions and graduation rate.

For more information on how PBC youth are doing on Meeting Educational Standards, please review the Birth to 22 appendix 3.1.3, p.48-58.

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 accessible personal guidance and mentoring support to parents to encourage engagement and navigation of the school system, including but not limited to certificate programs and trade apprenticeships and career development.
- Improve education and training to parents through provision of free books, parenting classes with cultural inclusivity, and use of social media to provide parenting tips.
- Provide experiential learning opportunities for students with local businesses to train, coach, mentor and educate on practical job skills.
- Engage businesses to provide learning opportunities in a nontraditional school setting.
- Linking School District Initiative with Post-Secondary initiatives (1st year GPA, 2nd year persistence and emergency scholarship support).
- Provide educational support, mental health support and other wrap-around services for youth who have been suspended or expelled from school.
- 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;
 - Trauma informed care.

Please review the Birth to 22 appendix, Section 3, subsection 3.3.2 (www.pbcbirthto22.com/pdf/APPENDIX%20YMP%20SECTION%203%20ONLINE.pdf), for an additional list of Evidence-Based and emerging programs.

ATTACHMENT 4 Cover Sheet

PLEASE RESPOND TO ALL

Legal Name of Agency		
Fictitious Name, (d/b/a), if applicable		
Mailing address		
Contact person		
Contact's Email address		
Contact's Phone number		
Name/Title of Person(s) Authorized to Legally Bind Agency (sign contract)		
Action Areas		
Identify the and (1) Action Area	Health & Wellness Supports:	Educational Supports:
Identify the one (1) Action Area for which the proposal is being submitted	Ensure access to healthy foods and	Increase parent, community and
for which the proposal is being submitted	exercise options; address youth physical	business involvement in education
	and mental health risks/issues	
Program title		
Specific target population, including		
number to be served		
Geographic area(s) served		
BCC 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 from Palm		
Beach County		
Unit Cost Service Description		
Unit Cost of Service		
Overview (three (3) sentence overview of the purpose of programs and services to the BC	ne program – this must be short and concise, a C and various publications):	and will be used to communicate the

By:	Signature (In Ink)	Printed name	
	Title	Date	

ATTACHMENT 5

Proposal Template (FY 2019)



3. Guidelines/Requirements Scoring for Proposals include:

3.1 Description of Need (up to 10 points)

- 3.1.1 What is the need in Palm Beach County that you are proposing to address?
- 3.1.2 Clearly define and identify who is impacted by the need, including identified subpopulations, if applicable.
- 3.1.3 What areas of the County will be served? Include zip codes and Board of County Commissioner's Commission District information with underrepresented population that is clearly described.
- 3.1.4 Clearly define demographics and important socio-economic characteristics of your priority population.
- 3.1.5 Report the estimated number of the priority population your program will serve.
- 3.1.6 Detail how the priority population was involved in determining the need for the program.
- 3.1.7 Specify how the priority population was involved or will be involved in the development and/or implementation of the program.

3.2 Local Data (up to 10 points)

- 3.2.1 What local Palm Beach County data or evidence exists to document the need?
- 3.2.2 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.

3.2.3 Underserved Area(s) Served: provide a clearly defined zip code or census tract area with underserved population that lacks providers in the identified area or close proximity to the area.

3.3 Approach and Design (up to 25 points)

- 3.3.1 Explain what your program will do to meet the identified need.
- 3.3.2 Detail the services and specific activities your program will provide.
- 3.3.3 Indicate your program's proposed outcomes during the funding period.
- 3.3.4 Demonstrate how your program will accomplish its goals.
- 3.3.5 Relate how your Proposal is in line with the Action Area as established by the Youth Master Plan (YMP).
- 3.3.6 Describe how the program assesses clients' needs and links them to identified services.
- 3.3.7 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 agency did to identify and design the best approach to serve the target population and address the need.
- 3.3.8 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, as opposed to merely receiving the services.
- 3.3.9 Complete and attach to your Proposal, a Scope of Work using the template as provided hereto as **Attachment 6**. Describe the Scope of Work and 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 agency and your program partners.
- 3.3.10 Program Innovation and Anticipated Challenges: provide a concise but detailed narrative that highlights particular program components that are ground-breaking and/or challenging.
- 3.3.11 Indicate prior and/or planned efforts to ensure staff receive cultural competency training and how this is/would be incorporated into service delivery.
- 3.3.12 Describe prior and/or planned efforts to ensure staff receive trauma-informed care training and how this is/would be incorporated into service delivery.

3.3.13 Identify and explain, if any, an evidenced-based approach or promising practice your program will implement. Alternatively, describe supporting theoretical model, theory of change, or research-based rationale for the program.

3.4 Evaluation Methods (up to 15 points)

- 3.4.1 Clearly describe the evaluation methodology of the program being proposed.
- 3.4.2 Complete and attach to your Proposal, the 2019 Community Based Agency (CBA) Logic Model using the template as provided hereto as **Attachment 8** and ensure outcomes are SMART (specific, measurable, achievable, realistic and time-bound).
- 3.4.3 Identify applicable evaluation measurement tools and explain how it appropriately measures and tracks outcomes.
- 3.4.4 Illustrate how evaluation processes are incorporated into agency policy and procedures.

3.5 Performance History (up to 5 points)

3.5.1 Discuss prior outcomes and other relevant data that demonstrate success of the services in your Proposal.

3.6 Available Resources and Sustainability (up to 15 points)

- 3.6.1 Disclose other funding that your agency has received to address this need.
- 3.6.2 Identify other funding that is available to support your agency in addressing this need.
- 3.6.3 Describe how your agency will continue to address this need if current funding ends.
- 3.6.4 Explain how awarded funds will allow you to leverage additional dollars, if any.
- 3.6.5 Partners: attach to your Proposal, the names of any partners that will assist your agency in addressing this need with partner letter(s) of support, and/or existing/proposed Memorandums of Understanding or Memorandums of Agreement. Explain the responsibility of each partnering agency.
- 3.6.6 Describe your use of volunteers in support of program and other agency activities.
- 3.6.7 Detail the process to ensure Level II background checks are performed for the staff and volunteers working with minors.

- 3.6.8 Describe the experience and expertise of your agency and your program partners (if applicable) in working with the target population (Why your agency and your program partners, if applicable, are the right agencies to address the need).
- 3.6.9 Describe the experience and expertise of your agency and your program partners (if applicable) in successfully implementing and sustaining programs of similar scope and size (Why your agency and your program partners, if applicable, are the right agencies to work with the target population).
- 3.6.10 Describe the roles, responsibilities, expertise, and experience of key program staff (including individuals from your agency, your partners, and consultants).

3.7 Budget (up to 20 points)

- 3.7.1 Complete and attach to your Proposal, a program budget using the template as provided hereto as Attachment 7. Review the 'sample' and 'guidelines' tabs provided before completing the template.
 - \blacktriangleright ensure administrative expenses are limited to no more than 15%.
 - > ensure the requested fund justifications are complete.
 - include a Budget Justification that describes 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.

3.7.2 Attach to your Proposal:

- a Total Agency Budget The budget forms that are part of the Proposal do not need to be utilized for this budget. Ensure CBA portion of the budget (amount of funding request from Palm Beach County) is not more than 25% of the Total Agency Budget.
- a Unit Cost Service Description (Is this an industry standard? If so, please state source).
 Ensure the Unit Cost Service Description is clear.
- a Unit Cost of Service (Is this an industry standard? If so, please state source). Ensure the Unit Cost of Service is accurately calculated and that formulas used to arrive at the cost are included.

3.7.3 Attach to your Proposal:

- > the most recent audit report. If there were findings, describe corrective actions.
- > year-end financial statements.
- IRS Form 990 Return of Organization Exempt from Income Tax for 501(c)(3) corporations or Comprehensive Annual Financial Report (CAFR) for public entities.

ATTACHMENT 6

Scope of Work FY 2019

Agency Name:

Program Name:

Target Population:

Geographic area(s) served:

Commission District(s):

Overview:

Observed Need/Risk Factor(s) that will be addressed:

Services:

Outcomes:

- # and % ;
- # and % ;
- # and % .

Number of Clients Served:

Scope of Work FY 2019

Agency Name:	XYZ Agency, Inc.
Program Name:	Leadership & Academic Program (LAP)
Target Population:	Middle and high school youth ages 12-18.

Geographic area(s) served: Lake Worth (33460) and Belle Glade (33430)

Commission District(s):

Districts 6 and 7

Overview:

XYZ Agency, Inc. has over 20 years of experience in loving, equiping, ing, impowering youth ages 5-13 residing in low-income areas of Palm Beach County, inclusive D. Worth and Belle Glade through the development of programs and activities that build trustive and virgo relationships with youth.

Observed Need/Risk Factor(s) that will be address et

Youth not performing to their highest potential ac a vica.

Services:

The Leadership & Academic Program or rec. 2.72 hours a day, 5 days a week serving youth grades K-8. LAP is a multi-approach afters and program that features a structured educational component with tutoring, academic enrichment a number-based reading software, a behavior/emotional social component with life skills lessons in cb racter development, guest speakers and field trips, a physical component with sports, team building games, and healthy snacks.

Participating youth will receive:

- One-on-one tutoring, academic enrichment, computer-based reading instruction, life skills lessons, recreation time, snacks, field trips, arts (including such things as dance, drama, drawing, crafts, violin, and drum lessons) and techniques to work on behavior management.
- Enrichment activities that tie in with school-based learning, reading and English improvement through Reading Plus online education software. The Reading Plus system allows XYZ Agency, Inc. to track the progress of each child and identify the specific areas which need improvement.
- Behavior improvement support using tools developed to be utilized in the discipline system. These tools will allow LAP to track the frequency and type of poor behavior choices, create a plan to improve these areas in each child, and track changes using a progressive zone discipline system whereas green is a disciplinary warner; yellow comes with a consequence and red is a suspension.
- Life skills component designed to help students improve their decision-making ability. Whether that decision is not to join a gang, or engage in risky behaviors, or which college to attend, LAP will encourage them to think about the reasons behind the choices they make. The life skills

revolve around monthly themes such as games, arts and crafts, etc., that tie in directly with the theme. Recently, due to an increase in the rise of childhood obesity and early onset of chronic disease, XYZ Agency, Inc. has begun to implement more physical activity into LAP.

The AGENCY will:

- Record referral source for each youth;
- Assess the needs of each youth and develop an individual action plan;
- Collect Lexile scores in Insight assessment and See Reader per trimester;
- Record progress notes with timeframes for each contact made with youth;
- Track the frequency and type of poor behavior choices, create a plan to improve these areas in each child, and track changes.

Outcomes:

- # and % of program participants served, showing provent in reading;
- # and % of program participants served, reading 5 oin ow grade level, that will achieve grade level;
- # and % of program participants served that de, nst ate a decrease in the number of red zones offenses.

Reports Submission:

The AGENCY shall provide monthly, quiter, and annual data for all program participants funded in this contract. The reports shall be private a format acceptable to COUNTY.

- Monthly Report format, 1 h/o. Form 1
- Quarterly Report for mat (De Coard), Exhibit A, Form 2
- Logic Model, Exhib....,)rm 3
- Final/Annual Report for anat, Exhibit A, Form 4

Number of Clients Served:

30 participants.

ATTACHMENT 7 Program Budget Guidelines

ltem #	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.			

Program Budget

Program Period: FY 2019		Palm Beach County CBA	CBA Program Funder #2	CBA Program Funder #3	CBA Program Funder #4	Total Program Funding (All Sources)
		Proposed	Confirmed	Pending	Pending	Pending
	TOTAL PROGRAM FUNDING AMOUNT =					
Program Expenses	Narrative	Total	Total	Total	<u>Tota</u> l	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	<u>Narrative</u>					
Personnel						
Executive Position #1 (JL)						
Consulting Fees						
XYZ Consultants						
l	TOTAL ADMINISTRATIVE EXPENSES =					
Administrative % of PBC Award		#DIV/0!				
1		,				

Program Budget

CBA Budget Items	CBA Program Name	Palm Beach County CBA	Program Funder #2	Program Funder #3	Program Funder #4	Total Program Funding (All Sources)
Program Period: FY 2019		Proposed	Confirmed	Pending	Pending	Pending
	TOTAL PROGRAM FUNDING AMOUNT =	\$ 112,045.00	\$ 45,000.00	\$ 17,500.00	\$ 7,500.00	\$ 182,045.00
Program Expenses	Narrative	<u>Amount</u>	<u>Amount</u>	Amount	Amount	<u>Amount</u>
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 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					
Program Assistant	does not include fringe benefits) Fringe benefits expense for Program Assistant. Fringe benefits for this position total (\$1,800), with 50% allocated to	\$ 7,500.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 37,500.00
Fringe Benefits - Program Assistant	Palm Beach County CBA in the amount of \$900. 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 =	\$ 900.00				\$ 92,500.00
Community Educator	\$39,045	\$ 15.00		\$ 10,000.00		\$ 49,045.00
Building /Occupancy		\$ 27,0	\$ -	\$-	\$-	\$ 27,050.00
	Note: Rent for areas that house admin staff should be listed seperately under admin seciton Rent expense for Lake Worth facility. Total rental expense for FY16 = \$35,000. Allocation to Palm Beach County CBA award= \$20,000.	$\langle 0 \rangle$				
Programmatic Rent/Lease Building Maintenance	Remaining \$15,000 will be paid by other operating incom Maintenance expense for building XYZ	3.800.00				\$ 20,000.00 \$ 3,800.00
Insurance	Commercial, General, Liability Insurance	3				\$ 3,250.00
						,
Utilities		2,400.00	\$-	\$ 1,500.00	\$-	\$ 3,900.00
Electric Water	Electric Utility Services expense for Con X	\$ 1,200.00 \$ 850.00		\$ 1,000.00 \$ 500.00		\$ 2,200.00 \$ 1,350.00
Telephone	Telephone expense for landline	\$ 350.00		\$ 500.00		\$ 1,350.00 \$ 350.00
Project Supplies/Equipment		\$ 4,900.00	\$-	\$-	\$-	\$ 4,900.00
Office Supplies	Office supplies for pr	\$ 500.00				\$ 500.00
Postage/Shipping	Postage expense for che nailing	\$ 750.00				\$ 750.00
Printing	Printing expense for program bro lures	\$ 650.00 \$ -				\$ 650.00 \$ -
Materials/Program Supplies	Program related supplies use to support client base Monthly Equipment rental fee for use of X = \$500 (\$6000 per year). Palm Beach County to cover 50% of this expense	 -				Ş -
Equipment Rental	(\$3000).	\$ 3,000.00				\$ 3,000.00
Professional Fees		\$ 2,950.00	\$-	\$-	\$-	\$ 2,950.00
Conference Registration Fees	Professional development program fee Staff training expense for program/medical/intervention	\$ 350.00				\$ 350.00
Training Travel/Mileage	training for client support Program staff mileage reimbursement for client and training related meetings	\$ 1,500.00 \$ 1,100.00				\$ 1,500.00 \$ 1,100.00
	TOTAL PROGRAM EXPENSES =	\$ 1,100.00 \$ 104,845.00	<mark>\$ 45,000.00</mark>	\$ 19,000.00	\$ 7,500.00	
Administrative Expenses	Narrative	¢	<u>,</u>	A	<u>,</u>	¢ (270.00
Personnel	A 5% allocation of the Executive Director salary expense (including fringe benefits) will be billed to Palm Beach County	\$ 4,250.00	\$ -	\$-	\$ -	\$ 4,250.00
Executive Position #1 (JL)	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
	expense = \$2,950 TOTAL ADMINISTRATIVE EXPENSES =	\$ 2,950.00 \$ 7,200.00		\$ -	\$ -	\$ 2,950.00 \$ 7,200.00
Administrative % of PBC Award		6%				,

					Logic	L	
		Column 8	Frequency	<u>Instruction:</u> Time & Frequency			
		Column 7 🗸	Data Source	<u>Instruction:</u> Collection Procedure & Personnel Responsible			
		Column 6 🗸	Measurement Tool	<u>Instruction:</u> Evidence Collected			
ame	Community	Column 5	Results	Instruction: % of Clients Achieved Outcome (# of Clients who achieved the outcome ÷ # Served)			
Agency Name	Eamily K Agency Community	Column 4 🗸	Indicator	<u>Instruction:</u> % of Clients Expected to Achieve (# of Clients ÷ by # Served)			
		Column 3 🗸	Outcome	Instruction: Statement of Results Expected			
		Column 2 🗸	Service/Activity	<u>Instruction:</u> # of Clients Serviced, Timeframe & # of Units			
		Column 1	Problem/ Need/ Situation	<u>Instruction:</u> Need/ Problem/ Situation			Mission Statement

ATTACHMENT 8 Logic Model

			ZYX	XYZ Agency, Inc.			
			□ Family 🗷	Eamily Kagency Community	nity		
Column 1	Column 2 🗸	Column 3 🗸	Column 4	Column 5	Column 6	Column 7	Column 8
Problem/ Need/ Situation	Service/Activity	Outcome	Indicator	Results	Measurement Tool	Data Source	Frequency
Instruction: Need/ Problem/ Situation	Instruction: # of Clients Serviced, Timeframe & # of Units	Instruction: Statement of Results Expected	Instruction: % of Clients Expected to Achieve (# of Clients ÷ by # Served)	Instruction: % of Instruction: % of Clients Clients Expected to Achieved Outcome (# Achieve (# of Clients ÷ of Clients who achieved by # Served) the outcome ÷ # Served) Served)	Instruction: Evidence Collected	<u>Instruction:</u> Collection Procedure & Personnel Responsible	Instruction: Time & Frequency
Youth need to improve their reading scores.	Middle School students will receive integrated academic support.	The lowest academics. performing students will show improvement.	18 of ?		The Reading Plus InsightGPAs, report cards, progresscomputer based literacy programcredit summaries willpaired with the See Readerbe tracked. Using Reading Plusportion of the program is thehe tracked. Using Reading Plusportion of the program is theInsight will allow us to compareus a baseline Lexile window astrimester assessment scoreswell as where a student is duringcollected in December and thethe trimester testing.final assessment in May.	GPAs, report cards, progress reports and credit summaries will be tracked. Using Reading Plus Insight will allow us to compare the September baseline data with trimester assessment scores collected in December and the final assessment in May.	The LAP Administrator will input data and each Team Leader will maintain progress notes in each file folder. Students will use Reading Plus daily as a maintenance tool and their progress will be tabulated by trimester.
Low academically performing students reading 50 points below grade level need to achieve reading at grade level.	Low performing students will receive one-on-one tutoring and academic enrichment services.	Low academically performing students will read at grade level.	18 of 30 or 60% of program participants reading 50 points below grade level wi' achieve reading at grade level.		The Reading Plus Insight computer based liferacy program paired with the See Reader option of the program is the weas unement tool that will give us a baseline Lexile window as well as where a student is during he trimester testing.	GPAs, report cards, progress reports and credit summaries will be tracked. Using Reading Plus Insight will allow us to compare the September baseline data with trimester assessment scores collected in December and the final assessment in May.	The LAP Administrator will input data and each Team Leader will maintain progress notes in each file folder. Students will use Reading Plus daily as a maintenance tool and their progress will be tabulated by trimester.
Low academically performing students often have higher incidences of negative behavior.	Students with behavioral issues will be identified and will receive one-on-one counseling and behavioral enrichment services.	Participating students will have fewer incidences of negative behavior.	18 of 30 or 60% of program participants will have fewer behavior referrals.		Using a Zone Discipline System, LAP will collect, review and track discipline data.	LAP staff will track the frequency and type of poor behavior choices, create a plan to improve these areas in each child, and track changes.	On-going with quarterly review.
Mission Statement	XYZ Agency, Inc. exists to love, equip and empower inner-city youth.						

Logic Model

ATTACHMENT 9 IRS FORM 990

Form 99	f the Treasury	Under section 501 Do not	c), 527, or 494 enter social se	nization Ex 7(a)(1) of the Inter ecurity numbers of <i>Form</i> 990 for inst	nal Revenue on this form a	Code (exce is it may be	pt private i made pub	foundatio ns) blic.	OME No. 1545-0047 20:17 Open to Public Inspection
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8 9 10 11 12	Contribution Program so Investmen Other reven Total reven	ons and grants (Pa ervice revenue (Pa t income (Part VIII) nue (Part VIII, colu nue — add lines (9 th	rt Vill, mee'ih rt Vill, me 2g column (A), l nyi (A), lines rough 11 (mu:)) ines 3, 4, and 7c 5, 6d, 8c, 9c, 10 st equal Part VIII,	l) c, and 700 colu (in 0),	line 12)	Prior	Year	Current Year
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ATTACHMENT 10 Contract Form

COMMUNITY BASED AGENCY CONTRACT

This Contract is made as of the _____ day of _____, 20__, 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 the COUNTY departments, divisions and/or programs; and to assure that individuals referred from the 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/liaison during the performance of this Contract shall be Geeta Loach-Jacobson, Director of Outreach & Community Programming (telephone no. 561-242-5702).

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

ARTICLE 2 - SCHEDULE

A. The AGENCY shall commence services on ______, and complete all services by _____.

- 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 the COUNTY'S sole discretion. If the COUNTY wishes to extend this Contract, the DEPARTMENT shall request that the AGENCY 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 a review of contract adherence, program performance, and implementation fidelity. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this Contract may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

ARTICLE 3 - PAYMENTS TO THE 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) for 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 the AGENCY'S letterhead signed by the Chief Executive Officer, or Designee, which cover memo, in a format acceptable to COUNTY, shall include, but not be limited to, the following language, marked appropriately and if applicable, justification provided.

"All expenses included in this claim [] were [] were not incurred in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)." [If not, please provide justification]

- 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 requested 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, separately for each corresponding program, as well as being shown as a separate expense for any evidence-based/promising programming expenditure, 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 the 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.

The 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 another method for determining anticipated rate of expenditures is 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 determined 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, funding may be reduced by ten percent (10%) of the unspent funds allocated for that service period.

- [°] 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, funding may be reduced by fifty percent (50%) of the unspent funds allocated for that service period.
- [°] 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, funding may be reduced by one hundred percent (100%) of the unspent funds allocated for that service period.

In the event that funds become available due to other agencies' budgets being decreased, a currently funded agency may apply for those funds. The 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

The 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. The AGENCY shall agree to provide the COUNTY with at least ten (10) days' prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as the COUNTY'S review or acceptance of insurance maintained by the AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the AGENCY under this Contract.

- A. <u>Commercial General Liability</u> AGENCY shall maintain, on a primary basis, Commercial General Liability insurance at a limit of not less than \$500,000 each occurrence. Policy shall not contain any endorsement(s) limiting or excluding coverage for Contractual Liability, or Cross Liability. Should policy limit or exclude coverage for Sexual Abuse/Molestation to less than \$250,000 per occurrence, a separate policy for such coverage shall be obtained so that a minimum of \$250,000 coverage per occurrence is provided.
- B. <u>Business Automobile Liability</u> The AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, nonowned and hired automobiles. In the event the AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing the 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. The AGENCY shall provide this coverage on a primary basis.

- C. <u>Worker's Compensation Insurance & Employers Liability</u> The AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes. The AGENCY shall provide this coverage on a primary basis.
- D. <u>Professional Liability</u> The 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, the COUNTY reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the 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" 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, the AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years. The AGENCY shall provide this coverage on a primary basis.
- E. <u>Additional Insured</u> The 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." The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. <u>Waiver of Subrogation</u> The 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 pre-loss agreement to waive subrogation without an endorsement to the policy, then the 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 the AGENCY enter into such an agreement on a pre-loss basis.
- G. <u>Certificates of Insurance</u> Prior to execution of this Contract, the 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 Attn: 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 <u>pbc@instracking.com</u> 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. <u>Umbrella or Excess Liability</u> If necessary, the 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. <u>**Right to Review**</u> The 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. The 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

The AGENCY shall protect, defend, reimburse, indemnify and hold the 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 the 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. The 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. The 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 contact 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 or expression, or genetic information.

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 the AGENCY.

ARTICLE 13 – AGENCY'S PROGRAMMATIC REQUIREMENTS

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

- A. The AGENCY shall 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. The administrative cost is to be maintained separately for each individual service category and be available as in the detailed general ledger. These costs must support the unit rate and number of units billed.
- B. The AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent or unspent, or are for any reason deemed to have been spent on ineligible expenses.
- C. The AGENCY shall maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.

- D. The AGENCY shall not disseminate any private or confidential data collected, maintained, or used during the course of the Contract period except as authorized by statute, during the Contract period or thereafter.
- E. The AGENCY shall allow the COUNTY through the DEPARTMENT to both fiscally and programmatically monitor the 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. Reporting requirements.
 - 1. The AGENCY shall submit reports to identify outcomes and demographic information so that the DEPARTMENT staff is able to determine performance of services being provided.
 - 2. Reports <u>shall</u> be provided at the following intervals and in the report formats as identified in **Exhibit A.**
 - i. Monthly reports shall be due no later than the 15th of the month and shall include the applicable data for the preceding month.
 - 1. The first monthly compliance report will be due no later than November 15th.
 - ii. Quarterly reports shall be due no later than the 15th of the month and shall include the applicable data for the preceding quarter.
 - 1. Quarterly reports shall be due in January, April, July and October.
 - 2. The first reports are due no later than January 15th.
 - iii. Final/annual reports shall be due no later than the 15th of the month and shall include the applicable data for the preceding year.
 - 1. The final/annual report is due no later than October 15th.
 - 2. The AGENCY agrees to submit final outcomes by the stated timeframe in order to be in contract compliance so that the DEPARTMENT staff is able to determine the AGENCY'S progress in attaining its goals as outlined in the attached Scope of Work.
 - iv. Failure to provide any of the above report information in a timely fashion in a format acceptable to the COUNTY, may be grounds for financial reimbursements to be held by the COUNTY staff, or may be considered in future funding decisions.

G. Mandatory meetings.

The AGENCY shall have a representative attend mandatory meetings as may be set by the COUNTY.

- H. The AGENCY shall participate in further evaluation, conducted by the DEPARTMENT, or on behalf of the DEPARTMENT. In addition to monitoring, this may include assessment to investigate program effectiveness. Accordingly, the AGENCY shall:
 - 1. Collect individual participant pre and post-implementation data, if applicable.
 - 2. Submit enrollment, attendance, and any necessary data and reports to the DEPARTMENT program monitor and/or evaluator, or to other data collector working on behalf of the DEPARTMENT.
 - 3. Administer client satisfaction surveys provided by the COUNTY.
 - 4. Review the accuracy of their program information listed on the *Birth to 22: United for Brighter Futures* directory and ensure information is maintained current.
- I. AGENCY agrees that their allowable administrative costs will not exceed fifteen percent (15%) of the contracted amount.

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, Sections 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, Sections 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 complied 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 thirty (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.

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

ARTICLE 21 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

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 the 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 Attn: Tammy K. Fields, Director 50 S. Military Trail, Suite 203 West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office 301 North Olive Ave. West Palm Beach, FL 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 <u>not</u> 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.

ARTICLE 32 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) Florida Statutes, the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract, if the AGENCY does not transfer the records to the public agency.

D. Upon completion of this Contract the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of this Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of this Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT <u>RECORDSREQUEST@PBCGOV.ORG</u> OR BY TELEPHONE AT 561-355-6680.

{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 the 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: ____

Melissa McKinlay, 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 FY 2019

Agency Name:	XYZ Agency, Inc.
Program Name:	Leadership & Academic Program (LAP)
Target Population:	Middle and high school youth ages 12-18

Geographic area(s) served:

Lake Worth (33460) and Belle Glade (33430)

Commission District(s): Districts 6 and 7

Overview:

XYZ Agency, Inc. has over 20 years of experience in loving equip in and empowering youth ages 5-13 residing in low-income areas of Palm Beach Coun include and Lake Worth and Belle Glade through the development of programs and activities that trusting and loving relationships with youth.

Observed Need/Risk Factor(s) that will be addressed:

Youth not performing to their highest potential and ical

Services:

The Leadership & Academic Programerate 2.75 hours a day, 5 days a week serving youth grades K-8. LAP is a multi-approace at the phool program that features a structured educational component with tutoring, a ademic free ment and computer-based reading software, a behavior/emotional social context with life skills lessons in character development, guest speakers and field trips, a physical component with sports, team building games, and healthy snacks.

Participating youth will receive:

- One-on-one tutoring, academic enrichment, computer-based reading instruction, life skills lessons, recreation time, snacks, field trips, arts (including such things as dance, drama, drawing, crafts, violin, and drum lessons) and techniques to work on behavior management.
- Enrichment activities that tie in with school-based learning, reading and English improvement through Reading Plus online education software. The Reading Plus system allows XYZ Agency, Inc. to track the progress of each child and identify the specific areas which need improvement.

- Behavior improvement support using tools developed to be utilized in the discipline system. These tools will allow LAP to track the frequency and type of poor behavior choices, create a plan to improve these areas in each child, and track changes using a progressive zone discipline system whereas green is a disciplinary warner; yellow comes with a consequence and red is a suspension.
- Life skills component designed to help students improve their decision-making ability. Whether that decision is not to join a gang, or engage in risky behaviors, or which college to attend, LAP will encourage them to think about the reasons behind the choices they make. The life skills revolve around monthly themes such as games, arts and crafts, etc., that tie in directly with the theme. Recently, due to an increase in the rise of childhood obesity and early onset of chronic disease, XYZ Ag v, Ir bas begun to implement more physical activity into LAP.

The AGENCY will:

- Record referral source for each youth;
- Assess the needs of each youth and dev n, n in vdual action plan;
- Collect Lexile scores in Insight assess at a. See ader per trimester;
- Record progress notes with timen. st ach contact made with youth;
- Track the frequency and type our vavior choices, create a plan to improve these areas in each child, and track child is a set of the set of t

Outcomes:

- # and % of program participants served, showing improvement in reading;
- # and % of program participants served, reading 50 points below grade level, that will achieve grade level;
- # and % of program participants served that will demonstrate a decrease in the number of red zones offenses.

Reports Submission:

The AGENCY shall provide monthly, quarterly and annual data for all program participants funded in this contract. The reports shall be presented in a format acceptable to COUNTY.

- Monthly Report format, Exhibit A, Form 1
- Quarterly Report format (Dashboard), Exhibit A, Form 2
- Logic Model, Exhibit A, Form 3
- Final/Annual Report format, Exhibit A, Form 4

Number of Clients Served:

30 participants.

EXHIBIT A, FORM 1

Monthly Reports Format

The AGENCY will submit monthly reports, in the attached format, or other approved format, provided by the COUNTY.



MONTHLY COMPLIANCE REPORT FY2018 COMMUNITY BASED AGENCIES CONTRACT

Agency Name: XYZ Agency, Inc.	Fiscal Year: FY2018	Month: February
Services	Current Status	Explanation
Recorded referral source for each youth.	On Track	Please provide a brief
		explanation if service
		delivery is delayed.
Assessed the needs of each youth and	Task Complete	Please provide a brief
develop an individual action plan.		explanation if service
		delivery is delayed.
Collected Lexile scores from Insight	Delayed	Awaiting information from
assessment and See Reader per trimester.	\sim	ol representative.
Recorded progress notes with timeframes	On Track	∠lick pr tap here to enter
for each contact made with youth.		
Tracked the frequency and type of poor	On 7 ck	Click or tap here to enter
behavior choice, create a plan to improve	\sim	text.
these areas in each child, and track		
changes.		
	Ch 2 an item.	Click or tap here to enter
		text.
	Choose an item.	

Please list any program specific analleng what agency experienced during this reporting period.

Program is awaiting Lexile scores from the school district representative and have resulted in a delay in providing the information needed for this report. Case manager has contacted the representative and will have the information available within the next week to present to Youth Services Department.

Please list any program specific accomplishments your agency experienced during this reporting period.

Case manager has assessed all 30 participants within the program and completed an individual action plan to address presented needs in relationship to the Leadership and Academic Program offered by XYZ Agency, Inc.

Sunshine N. Rainbow Report approved and submitted by:

Sunshine N. Rainbow

Title of signatory

3/15/2018

Community Based Agencies FY 2019 RFP (April 9, 2018)

EXHIBIT A, FORM 2

Quarterly Reports Format

The AGENCY will submit quarterly reports, in the format provided by the COUNTY, similar to the attached sample.



Project Dashboard - XYZ Agency, Inc. Program Name: Leadership & Academic Program

PROJECT DATA

Project Name	Start Date	End Date	Duration	Target Outcome	Actual Outcome	Target	Actual	Not Achieved
Improvement in Reading Scores	08/31/17	01/08/18	130	60%	67%	30	20	1
Promoted to Next Grade Level	09/01/17	01/08/18	129	60%	0%	30	0	5
Fewer Behavior Referrals	09/01/17	01/08/18	129	60%	80%	30	24	
		1				90	44	4
			5					
Oraclas			$ \geq) $					
Gender	145		777	\sum				
Female	15		~//	$\mathbf{\mathcal{T}}$				
Male	15			5				
FTM	0			$\left(\right) $				
MTF	0			\langle / \rangle	2			
Other University	0			N//	2) 1			
Unknown	U.	l	-	< AC		>		
Race		I		VV	//			
Asian/ Pacific Islander	0				10			
Black or African American	23				$(\land$	0		
Hispanic or Latino/a	0	İ			C	~		
Native American or American Indian	0							
White	1							
Other	6							
Villei		(1)						

DEMOGRAPHICS	- XYZ Agency,	Inc.
Program Name: Leadership &	Academic Program	

			Youth				Household				
School ID #	Gender	Age	Race	Education Level	Disability	Current Education Status	Family Type	Family Size	Employment	Family Income	Zip Code
	Female	11	Other	K to 5	No	Full-Time	Single Parent Female HH	5	Other	<\$19,999	33407
	Female	9	Other	K to 5	No	Full-Time	Other	3	Other	<\$19,999	33407
	Female	8	Black or African American	K to 5	No	Full-Time	Two Parent HH	4	Other	<\$19,999	33407
	Male	8	Other	K to 5	No	Full-Time	Two Parent HH	6	Other	\$50-59,999	33435
	Male	12	Black or African American	6 to 8	No	Full-Time	Two Parent HH	8	Other	\$30-39,999	33407
	Female	9	Other	K to 5	No	Full-Time	Single Parent Female HH	3	Other	<\$19,999	33407
	Male	9	Black or African American	K to 5	No	Full-Time	Two Parent HH	5	Other	>\$60,000	33418
	Female	10	Black or African American	K to 5	No	Full-Time	Single Parent Female HH	3	Other	\$20-29,999	33401
	Female	8	Black or African American	K to 5	No	Full-Time	Single Parent Female HH	3	Other	\$30-39,999	33407
	Male	9	Black or African American	K to 5	1	Full-Time	Single Parent Female HH	2	Other	<\$19,999	33404
	Male	14	Black or African American	6 to 9	1	Full-Time	Single Parent Female HH	5	Other	\$20-29,999	33407
	Female	10	Black or African American	K to	No	Full-Time	Single Parent Female HH	3	Other	<\$19,999	33407
	Female	10	Black or African American	K to 5	No	vill-Time	Two Parent HH	5	Other	\$20-29,999	33401
	Male	9	Black or African American	K to 5	~	-Time	Single Parent Female HH	4	Other	\$40-49,999	33407
	Male	7	Black or African American	K to 5	10	A-Time	Two Parent HH	4	Other	\$30-39,999	33404
	Female	8	White	K to 5	17 /	Full-Tip	Single Parent Female HH	3	Other	<\$19,999	33407
	Male	8	Black or African American	K to 5	N.C	Full	Single Parent Female HH	5	Other	<\$19,999	33407
	Male	13	Other	6 to 8	No	,ie	Single Parent Female HH	3	Other	\$20-29,999	33407
	Female	8	Black or African American	K to 5	No	-Time	Other	4	Other	<\$19,999	33407
	Male	9	Black or African American	K to 5	No	Gull-Tr	Two Parent HH	6	Other	\$40-49,999	33409
	Female	9	Black or African American	K to 5	No	Fu	Two Parent HH	5	Other	\$20-29,999	33404
	Female	6	Black or African American	K to 5	No	Full-1 ne	Two Parent HH	5	Other	\$50-59,999	33404
7	Female	12	Black or African American	6 to 8	No	Full-Tin	o Parent HH	5	Other	\$50-59,999	33404
	Male	11	Black or African American	K to 5	No	Full-Time	Parent HH	4	Other	\$30-39,999	33407
	Male	5	Other	K to 5	No	Full-Time	Two ent HH	5	Other	\$50-59,999	33414
	Male	7	Black or African American	K to 5	No	Full-Time	Si arent Fr HH	5	Other	\$20-29,999	33401
	Female	8	Black or African American	K to 5	No	Full-Time	Paren e HH	5	Other	\$30-39,999	33407
	Female	8	Black or African American	K to 5	No	Full-Time	ungle Pmale HH	3	Other	\$30-39,999	33401
	Male	8	Black or African American	K to 5	No	Full-Time	Sines	4	Other	\$20-29,999	33401
	Male	9	Black or African American	K to 5	No	Full-Time	1 ent P	6	Other	\$20-29,999	33404
Statistics											
N		30			1			30	1	1	
Mean		9.0667			-			4.366666667			
Std Dev		1.964						1.272611579			
S.E.		0.3586						0.232346023			
Female		15	Asian/Pacific Islander)						
Male		15	Black or African American	2	3						
FTM		0	Hispanic or Latino/a	(D						
MTF		0	Native American or American Indian		0						
Other		0	White	1	1						
Unknown		0	Other	(5						
			Unknown	()						
											1

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OUTCO	MES - XYZ Agency	/, Inc.					
Program Nan	e: Leadership & Academic P	rogram	Youth Sco	res			
Student ID #	Online Reading Baseline Score	Secondary Online Reading Score	Reading Improvement	Next Grade Level	Previous Behavior Referrals	Current Behavior Referrals	Behavior Improvement
	(A) 230-420	(B) 400-640	1			1	
	(A) 230-420	(A) 230-420	0			0	
	(A) 230-420	(A) 230-420	0			7	
	(A) 230-420	(C) 620-790	1			10	
	(A) 230-420	(C) 620-790	1			17	
	(A) 230-420	(B) 400-640	1			0	
	(A) 230-420	(A) 230-420	0			0	
	(D) 770-870	(E) 850-980	1			9	
	(A) 230-420	(A) 230-420	0			1	
	(A) 230-420	(C) 620-790	1			13	
	(A) 230-420	(A) 230-420	0			26	
	(A) 230-420	(A) 230-420				24	
	(A) 230-420	(B) 400-640				9	
	(A) 230-420	(B) 400-640				1	
	682	824				4	
	(A) 230-420	(A) 230-420	8/7			14	
	(A) 230-420	(B) 400-640				1	
	(B) 400-640	(C) 620-790	1			2	
	(A) 230-420	(B) 400-640		1		0	
	(B) 400-640	(D) 770-870		$\overline{75}$		1	
	(A) 230-420	(B) 400-640	1			8	
	651	683	/		2	0	
	(A) 230-420	(B) 400-640		$\sqrt{2}$	/ >	1	
	(A) 230-420	(A) 230-420	0		× /	13	
	487	669	1		/	5	
	463	734	1			6	
	(A) 230-420	(A) 230-420	0			2	
	(A) 230-420	(A) 230-420	0			8	
	566	781	1			0	
	(B) 400-640	(D) 770-870	1		and the second s	8	
Statistics	• • • • • • • • • • • • • • • • • • •	· · · · · · · · · · · · · · · · · · ·		<i></i>			
N	5	5				O	1
Passed			20	1			
Mean	569.8	738.2			#DIV/0!		0.5333333
Std Dev	96.77138007	65.28169728			#DIV/0!		0.5045249
S.E.	43.27747682	29.19486256			#DIV/0!		0.0752101
Paired T Test		0.006859651				- F	#DIV/0!

P

EXHIBIT A, FORM 3

Logic Model

XYZ Agency, Inc.	ć.	Utcome Indicator Results Measurement Tool Data Source Frequency	struction: Instruction: % of Instruction Instru	restance ally of 3 of 60% of program The Reading Plus Insight GPAs, report cards, progress The LAP Administrator will input restance ally of 3 of 60% of program free Administrator will input restance ally and each Team Leader will data and each Team Leader will input ning students infle will allow us to compare maintain prograss notes in each ning students infle will allow us to compare file folder. Students will use nonower	The Reading Plus Insight GPAs, report cards, progress The LAP Administrator will input 138 of 30 or 60% of pogits, in academically 138 of 30 or 60% of pogits, in The Reading Plus Insight GPAs, report cards, progress The LAP Administrator will input 138 of 30 or 60% of pogits, in 138 of 30 or 60% of pogits, in Insight GPAs, report cards, progress The LAP Administrator will input academically 138 of 30 or 60% of pogits, in Insight will allow us to compare participants reading 50 points Export cards, progress notes in each ineasurement tool that will give the September baseline data with below grade level. Ine flat folder. Students will use in a su su ''ine Lexile window as trimester assessment scores Reading Plus daily as a us su ''ine Lexile window as trimester assessment scores Reading Plus daily as a maintenance tool and their progress will be tabulated by the trimester testing.	ating students will 18 of 30 or 60% of program verticidences of participants will have fewer behavior. behavior. behavior referrals. behavior referrals. discipline data. these areas in each child, and track thanges.	
XYZ Age	CC	Indicator	Instruction: % of Clients Expected to Achieve (# of Clients ÷ by # Served)	ally of 3 artic			
	mn 2 🚽 Column 3	Activity Outcome	on: # of Instruction: erviced, Statement of ne & # of Results Expected its its	The lowest acade academic performing students show improveme	teceive one-on-one tutoring performing students will tow academically receive one-on-one tutoring performing students will and academic enrichment read at grade level.	Students with behavioral success will be identified and Participating students will will receive one-on-one have fewer incidences of counseling and behavioral negative behavior.	inc. exists to nd empower y youth.
	Column 1 Column 2	Problem/ Need/ Service/Activity Situation	Instruction: Need/ Instruction: # of Problem/ Situation Clients Serviced, Timeframe & # of Units	Youth need to improve receive integrated their reading scores.	Low academically performing students Low performing students will reading 50 points below receive one-on-one tutoring grade level need to and academic enrichment achieve reading at grade level.	Low academically performing students often have higher incidences of negative behavioral enrichment services.	Mission Statement Ione. equip and empower inner-city youth.

EXHIBIT A, FORM 4

Annual Report Format

The AGENCY will submit an annual report, in the attached format, or other approved format, provided by the COUNTY.



ANNUAL REPORT FY2019 COMMUNITY BASED AGENCIES CONTRACT

	EXECUTIVE SUMMARY
Agency Name:	
-	
Program Name:	
Prepared by:	Name and contact information of the person preparing this report
Methods:	A short statement of the evaluation methodology
Outcomes:	A short statement about the program's outcomes
Conclusion:	A short statement that indicates if the program achieved its stated outcomes.
Recommendations:	A short statement that include recommendations to address challenges and improve this program.

Report approved and submitted by:

Click or tap here to enter text.

Title of signatory

Click or tap to enter a date.

ANNUAL REPORT

Introduction:

Provide a brief description about your agency and the funded program.

Scope of Work:

Services:

- •
- •
- •

Demographics:

Describe and provide totals for the population you served. Highlight any demographic information that is program specific, specify 'other' categories, and provide a summary of challenges and accomplishments serving this population.

Gender:		Age:		
Female	# (%)	0-4	# (%)	
Male	# (%)	5-10	# (%)	
FTM	# (%)	11-13	# (%)	
MTF	# (%)	14-18	# (%)	
Other	# (%)	19-22	# (%)	
Race:		Family Income:		
Asian/Pacific Islander	# (%)	<\$19,999	# (%)	
Black or African American	# (%)	\$20-29,999	# (%)	
Hispanic or Latino/a	# (%)	\$30-39,999	# (%)	
Native American or	# (%)	\$40-49,999	# (%)	

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American Indian			
White	# (%)	\$50-59,999	# (%)
Other	# (%)	>\$60,000	# (%)
Methodology			

Describe your process of data collection and data analysis. Include any statistical techniques and particular calculations you employed, and explain the rationale for your process.

Outcomes:

Provide a narrative of your findings as supported by your data analysis. This section should also include a list of your outcomes. Additional charts, graphs, descriptive statistics, and statistical outputs may also be included in this section.

- # and % ;
- # and % ;
- # and % .

Conclusions:

Conclude your report by summarizing your findings. Explain the impact of the outcomes above with program-related quantitative and qualitative data as applicable. Discuss any challenges and limitations of your program as well as your successes. Explain recommended changes to the programs based on your findings.

EXHIBIT B

UNITS OF SERVICE RATE AND DEFINITION FY 2019

Will be based upon the information presented in the RFP

Program:		
Service Name and Definition of Unit of Service	Unit Cost	Total Cost of Service
Community Based Agency	\$	\$
Definition of Unit of Service:		
TOTAL CONTRACT	\$	