



REQUEST FOR PROPOSALS
for
Community Based Agency
FY 2020

RFP available to the public: March 11, 2019

MANDATORY Pre-Proposal Conference: March 19, 2019

Electronic Submission Deadline Date: April 9, 2019, 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. GENERAL INFORMATION

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

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 Area 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:

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

Except during the **mandatory** 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 **mandatory** Pre-Proposal Conference, will be posted 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 Electronic 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 Electronic 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, has been uploaded by the specific electronic 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 Review Panel for review and further consideration.

The Review Panel will evaluate all responses to this RFP that meet the Proposal Guidelines and are deemed responsive. The 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 Review Panel to fairly and accurately evaluate each of the criteria listed in Section VI-3.

The 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 Review Panel's review and discussion of all the responsive proposals submitted, each Review Panel member shall score each Proposal and total the scores for each Proposal. Score Cards will be reviewed for completion and accuracy prior to the end of the Review Panel meeting.

After the Review Panel has scored each Proposal, the Review Panel will then assign the Priority Area Score for each Proposal. The Review Panel's 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 2020 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 maintain in full force and effect at all times during the term of this Contract, at least the insurance coverage and minimum 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 coverage. Failure to maintain the required insurance shall be the basis for termination of this Contract. 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. Where applicable, coverage shall apply on a primary basis.

- A. **Commercial General Liability** – 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. **Business Automobile Liability** – 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.
- C. **Worker’s Compensation Insurance & Employers Liability** – The AGENCY shall maintain Worker’s Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes.

- D. **Professional Liability** – 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.
- E. **Additional Insured** – 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.”
- F. **Waiver of Subrogation** – 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. **Certificates of Insurance** - Prior to execution of this Contract, within forty-eight (48) hours of a request by the COUNTY, and at least five (5) days prior to the expiration of any required coverage, the AGENCY shall provide a signed Certificate(s) of Insurance evidencing that all of the insurance coverage required by this Contract are in full force and effect to the COUNTY through the COUNTY’S representative, JDi Data Corporation using the CTrax Portal, unless otherwise directed by the COUNTY. Said Certificate(s) of Insurance shall include a project description, and, 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.

The **Certificate Holder** shall read:

Palm Beach County Board of County Commissioners
 c/o JDi Data Corporation
 100 W. Cypress Creek Road, Suite 1052
 Ft Lauderdale, FL 33309

- H. **Umbrella or Excess Liability** - 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. **Right to Review** – 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, coverage, 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.”

II. OFFICIAL NOTICE OF REQUEST FOR PROPOSALS

PALM BEACH COUNTY YOUTH SERVICES DEPARTMENT COMMUNITY BASED AGENCY FY 2020 NOTICE OF REQUEST FOR PROPOSALS (RFP)

Palm Beach County Youth Services Department (YSD) will be accepting proposals for the Community Based Agency program for Fiscal Years (FY) 2020-2022 (October 1, 2019 – September 30, 2022). Contracts issued will be for one (1) three (3) year period. Proposers must clearly identify how their service/program(s) address the below Action Area 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 March 11, 2019.

COMMUNITY BASED AGENCY FY 2020

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 Area

Ensure Safety and Justice: A) Providing intervention and alternatives to crime; and B) Strengthen prevention efforts to deter entry into the delinquency system.

For a complete description of the Action Area 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

The proposal must be specific to the Action Area eligible for funding under this RFP. The funding available for this RFP will be approximately \$580,000. 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 March 19, 2019, at 9:00 a.m., for all Proposers submitting proposals. Confirmation of attendance must be received no later than Noon on March 18, 2019, 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://ysd-rfp2020.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 Electronic Submission Deadline Date 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/.

Electronic Submission Deadline Date

The upload of the single PDF electronic file to YSD's file transfer protocol (FTP) site must be completed no later than 5:00 p.m., EST on April 9, 2019. **All proposals shall be** completed per the guidelines cited within this RFP.

Technical Assistance

Any request for technical assistance must be in writing and emailed to the Contact Person at YSD-rfp@pbcgov.org. All questions and answers will be posted on the YSD website at www.pbcgov.com/youthservices. The YSD Contact Person will not be available to respond to questions after March 28, 2019, at 5:00 p.m., which is eight (8) work days before the Electronic 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: March 10, 2019

III. TIMELINE

<u>DATE</u>	<u>ACTIVITY</u>
March 10, 2019	RFP advertised
March 11, 2019	RFP available to public
March 19, 2019	<u>Mandatory</u> Pre-Proposal Conference
March 28, 2019	Final day to submit written questions
March 29, 2019	All questions to be answered, and posted on YSD website
April 3, 2019	Reviewer Training
April 9, 2019	Electronic Submission Deadline Date
April 29, 2019	Review Panel meets to finalize reviews and proposal scoring
May 13, 2019	YSD staff posts Recommended Contract Awards on YSD website at www.pbcgov.com/youthservices .
May 20, 2019	Final date to submit written Protest

IV. CRITERIA FOR ACTION AREA

- Ensure Safety and Justice: **A)** Providing intervention and alternatives to crime; and **B)** Strengthen prevention efforts to deter entry into the delinquency system, as described in **Attachment 1**.

V. CONE OF SILENCE

This RFP includes a Cone of Silence. The Cone of Silence will apply from the Electronic 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 Electronic 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 2**) and include the following information:

- Legal Name of Agency;
- 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);
- 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;
- 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 by the Proposer.

2. Summary

Please submit a Proposal:

- in the order and format as provided on the Submittal Checklist (**Attachment 3**) and on the forms provided herein;
- by the Electronic 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 set out in this RFP;
- 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) 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-r826a2df2e384649a>. The file shall be named as follows:
YSD_FY2020_Proposer's agency name.

3. Guidelines/Requirements Scoring for Proposals include:

Each of the following requirements should be addressed by completing the Proposal Template (FY 2020) (Attachment 4).

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 5**. 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 evidence-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 2020 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 6**. Review the ‘sample’ and ‘guidelines’ tabs provided before completing the template.
 - 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.
- 3.7.3 Complete and attach to your Proposal, a Unit Cost of Service Rate and Definition using the template as provided hereto as **Attachment 7**.
 - Complete the Program name and the Agency name.
 - Provide the Unit Cost of Service Rate Definition. Ensure the Unit Cost of Service Rate Definition is clearly stated and includes the proposed number of units to be provided.
 - Provide the Unit Cost of Service Rate (Is this an industry standard? If so, please state source). Ensure the Unit Cost of Service Rate is accurately calculated and that formulas used to arrive at the cost are included.
 - Provide the Total Contract amount.
 - List the Deliverables that will be relied upon to support the number of units to be claimed by your agency on a monthly basis (ie, payroll reports, activity logs, attendance records, et al).
- 3.7.4 **Attach to your Proposal:**
 - the most recent completed audit report, preferably the agency’s last fiscal or calendar year, and not older than two (2) years. If there were findings, describe corrective actions.

- the most recent completed 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 Scores - Range of points based on the number of proposals for the Action Area. The Review Panel will rank all proposals based on services' critical need, and on ensuring service availability and access to youth in need in Palm Beach County (e.g. If there are ten proposals, the top-ranked proposal will be awarded 10 points and so on).

- 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.
2. **Proposal Guarantee**
Proposer guarantees their commitment, compliance and adherence to all requirements of the RFP by submission of their proposal, as indicated by signature on the Cover Sheet (**Attachment 2**).
3. **Modified Proposals**
Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Electronic 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 uploaded after 5:00 p.m., EST on the Electronic Submission Deadline Date 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 **mandatory** 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 **mandatory** Pre-Proposal Conference. In addition to notifications to those who attended the **mandatory** 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**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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. Failure to meet this requirement shall be considered default of the Contract.

11. Complete and return the Submittal Checklist attached hereto as **Attachment 3**. The Submittal Checklist is provided for Proposer's reference to confirm all required RFP submission elements have been addressed. Proposer should initial each item on the Submittal Checklist and submit with their Proposal.

(Remainder of page intentionally left blank)

ATTACHMENTS

ATTACHMENT 1

<p style="text-align: center;">Action Area Eligible Activities Ensure Safety and Justice: A) Providing intervention and alternatives to crime; and B) Strengthen prevention efforts to deter entry into the delinquency system</p>

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

- (1) Increase in the number of youth who receive the opportunity for juvenile first offender programs; decrease number of youth who fail to appear.
- (2) Increase number of youth receiving prevention and intervention services as part of diversion.
- (3) Increase prevention services targeting youth with enhanced risk for juvenile justice involvement.
- (4) Decrease number of new arrest and/or recidivism.
- (5) Decrease in Disproportionate Minority Contact (Birth to 22 Equity Agenda)*.

Evidence-based or promising practice programs and services in this category should address the following goals and objectives:

- (1) Providing safe environments through prevention of youth violence and/or delinquent behaviors by targeting youth who are at enhanced risk for violence/delinquent behaviors;
- (2) Changing the life-trajectory for those youth who have already demonstrated violent or serious delinquent behaviors by addressing a set of risk factors and providing comprehensive, multi-component intensive support and interventions aimed at reducing the impact of their current status;
- (3) Providing safe, accessible and engaging place to go during out-of-school time to prevent risky behaviors and promote health and wellness;
- (4) Development of youth leadership groups and linkage to Birth to 22 - Future Leaders United for Change, focused on promoting equity, inclusion, violence prevention, anti-bullying and social justice efforts;
- (5) Positive family support to foster a sense of belonging and trust; and
- (6) Compliance with Court orders; Reduction of recidivism through program alignment with Department of Juvenile Justice (DJJ) Supervised Release Continuum of Care**.

Rationale:

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

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

- Programs proposing to provide services aligned to DJJ's Supervised Release Continuum of Care** for Alternative to Secure Detention Programming aka supervised release. Program must maintain minimum contact requirement and supervision as determined by Detention Risk Assessment Instrument (DRAI) score/supervised release requirement from DJJ or per court-order.
- Address family violence issues, including domestic violence, as well as gang education/awareness training and community intervention.

- Provide highly structured out-of-school pro-social activities for middle and high school students with a strong focus on crime prevention, youth violence prevention and intervention with youth involved or with an enhanced risk of being involved in the juvenile justice system.
- Increase quality mentoring programs, including peer mentoring and promote opportunities for mentors and coaches to support social emotional learning for court involved youth (delinquency and dependency), and enable mentors and coaches to support and build relationships with law enforcement.
- Provide opportunities for young people to get involved in their community and assume leadership roles. Development of youth leadership groups and linkage to Birth to 22 - Future Leaders United for Change, focused on promoting youth voice, equity, inclusion, violence prevention, anti-bullying and social justice efforts.
- Deploy prevention programs, which provide early identification and prevention activities that educate parents and youth and provide alternatives to violent behaviors such as pro-social activities, tutoring, community service and other healthy options.
- Provide support and services to meet the mental health and behavioral health needs of youth and families for court-involved youth or youth at risk of becoming court-involved.
- Navigation services/community liaison connecting youth and families to all justice/DJJ resources; utilizing a system of care model.
- Job training and internships for court-involved youth or youth at risk of court involvement.
- Programs that incorporate innovative opportunities to access transportation.
- Community-wide initiatives addressing crime and gang prevention.
- Increase training and professional learning opportunities for all frontline professionals working with youth to promote equitable practices, including:
 - Cultural competency training with a focus on understanding homelessness, depression, and gender identity among LGBTQ youth
 - Racial and gender equity training
 - Special needs awareness and inclusivity training
 - DJJ Circuit Training and communication plan for any program working with juvenile justice population

Please review:

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

Annie E. Casey Foundation Transforming Juvenile Probation: A Vision For Getting it Right, (<https://www.aecf.org/m/resourcedoc/aecf-transformingjuvenileprobation-2018.pdf>) for programmatic framework on juvenile justice reform practices.

*Research has demonstrated that minority youth are disproportionately involved with the Juvenile Justice System. To learn more about the disproportionate involvement of minority youth with the juvenile justice system, visit <http://www.djj.state.fl.us/research/reports/reports-and-data/interactive-data-reports/disproportionate-minority-contact-reports>.

**Supervised Release Continuum of Care (<http://www.djj.state.fl.us/research/latest-initiatives/detention-risk-assessment-instrument>); (<http://www.djj.state.fl.us>).

**ATTACHMENT 2
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)	
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	
<p>Overview (three (3) sentence overview of the program – this must be short and concise, and will be used to communicate the purpose of programs and services to the BCC and various publications):</p>	

By: _____ Signature	_____ Printed name
_____ Title	_____ Date

**ATTACHMENT 3
Submittal Checklist**

Proposer's Initials			YSD USE ONLY (Staff Initials)
	1	Attended <u>Mandatory</u> Pre-Proposal Conference	
	2	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-r826a2df2e384649a . The file shall be named as follows: <i>YSD_FY2020_Proposer's agency name</i>	
	3	*Provided completed Cover Sheet (Attachment 2) <ul style="list-style-type: none"> • All information provided • Signed 	
	4	*Provided completed Proposal Template (Attachment 4)	
	5	*Provided completed Scope of Work Template (Attachment 5)	
	6	*Provided completed Budget Template (Attachment 6)	
	7	*Provided completed Unit Cost of Service Rate and Definition 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 most recent completed Independent Audit Report, preferably the last fiscal or calendar year, and not older than two (2) years	
	11	Provided most recent completed Year-End Financial Statements	
	12	Provided completed Submittal Checklist (Attachment 3)	
	13	Reviewed Sample Contract form (Attachment 10) <ul style="list-style-type: none"> • For reference only, do NOT sign or include in Proposal 	

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 should be initialed on each line to verify all components are submitted by Proposer.

ATTACHMENT 4 Proposal Template (FY 2020)

INSTRUCTIONS

- 8 ½ X 11 Paper
- Times New Roman; 12-point
- Typed; Double-Spaced
- Make Sure You Have Attached All Required Information to Your Proposals

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 5**. 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 evidence-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 2020 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 6**. Review the ‘sample’ and ‘guidelines’ tabs provided before completing the template.
- 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.
- 3.7.3 Complete and attach to your Proposal, a Unit Cost of Service Rate and Definition using the template as provided hereto as **Attachment 7**.
- Complete the Program name and the Agency name.
 - Provide the Unit Cost of Service Rate Definition. Ensure the Unit Cost of Service Rate Definition is clearly stated and includes the proposed number of units to be provided.
 - Provide the Unit Cost of Service Rate (Is this an industry standard? If so, please state source). Ensure the Unit Cost of Service Rate is accurately calculated and that formulas used to arrive at the cost are included.
 - Provide the Total Contract amount.
 - List the Deliverables that will be relied upon to support the number of units to be claimed by your agency on a monthly basis (ie, payroll reports, activity logs, attendance records, et al).

3.7.4 **Attach to your Proposal:**

- the most recent completed audit report, preferably the agency's last fiscal or calendar year, and not older than two (2) years. If there were findings, describe corrective actions.
- the most recent completed 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 5

SCOPE OF WORK

Contract Period:

Agency Name:

Program Name:

Target Population:

Geographic area(s) served:

Commission Districts:

Overview:

Evidence-based model or promising practice:

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

Services:

- Service/Activity
- Service/Activity
- Service/Activity

Outcomes:

The following outcomes will be tracked:

- # and % of TARGET OUTCOME 1;
- # and % of TARGET OUTCOME 2;
- # and % of TARGET OUTCOME 3.

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 #, Form 1
- Quarterly Report format, Exhibit #, Form 2
- Logic Model, Exhibit #, Form 3
- Annual Report format, Exhibit #, Form 4

Projected number of clients served:

SCOPE OF WORK

Contract Period: October 1, 2019 – September 30, 2022

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: West Palm Beach and Riviera Beach

Commission Districts: Districts 2 and 7

Overview:

XYZ Agency, Inc. has over 20 years of experience in loving, equipping, and empowering youth ages 5-13 residing in low-income areas of Palm Beach County, including West Palm Beach and Riviera Beach through the development of programs and activities that build trusting and loving relationships with youth.

Evidence-based model or promising practice:

The Reading Plus Insight computer based literacy program used with the See Reader portion of the program will be used. The Reading Plus adaptive assessment, Insight, is a valid and reliable assessment; it goes beyond typical measures of comprehension and vocabulary by measuring comprehension-based silent reading rate and motivation. See Reader is an intelligent web based reader that dynamically responds and adjusts to student performance. Students read literary and informational texts, and then answer questions about each text to assess comprehension.

Observed Need/Risk Factor(s) that will be addressed:
Youth not performing to their highest potential academically.

Services:

The Leadership & Academic Program (LAP) operates 2.75 hours a day, 5 days a week serving youth grades K-8. LAP is a multi-approach enrichment program that features a structured educational component with tutoring, academic enrichment and computer based reading software, a behavior/emotional social component with life skills lessons in character development, guest speakers and field trips, a physical component with sports, team building games, and health.

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.

XYZ Agency, Inc. staff 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 time frames for each contact made with youth.
- Track the frequency and type of poor behavior choice, create a plan to improve those areas in each child, and track changes.

Outcomes:

The following outcomes will be tracked:

- 18 of 30 (60%) program participants will show improvement in reading scores;
- 18 of 30 (60%) program participants reading 50 points below grade level will achieve reading at grade level;
- 18 of 30 (60%) program participants will have fewer behavioral referrals.

Reports Submission:

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

- Monthly Report format, Exhibit Form 1
- Quarterly Report format, Exhibit Form 2
- Logic Model, Exhibit Form 3
- Annual Report format, Exhibit A, Form 4

Projected number of clients served:
30 youth

ATTACHMENT 6
Program Budget Guidelines

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

Program Budget

CBA Budget Items	CBA Program Name	Palm Beach County CBA	CBA Program Funder #2	CBA Program Funder #3	CBA Program Funder #4	Total Program Funding (All Sources)
Program Period: FY 2020		Proposed	Confirmed	Pending	Pending	Pending
TOTAL PROGRAM FUNDING AMOUNT =						
Program Expenses	Narrative	Total	Total	Total	Total	Total
Personnel						
Program Manager						
Program Assistant						
Fringe Benefits - Program Assistant						
Community Educator						
Building /Occupancy						
Rent/Lease						
Building Maintenance						
Insurance						
Utilities						
Electric						
Water						
Telephone						
Project Supplies/Equipment						
Office Supplies						
Postage/Shipping						
Printing						
Materials/Program Supplies						
Equipment Rental						
Professional Fees						
Conference Registration Fees						
Training						
Travel/Mileage						
TOTAL PROGRAM EXPENSES =		\$ -				
Administrative Expenses	Narrative					
Personnel						
Executive Position #1 (JL)						
Consulting Fees						
XYZ Consultants						
TOTAL ADMINISTRATIVE EXPENSES =						
Administrative % of PBC Award			#DIV/0!			

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)
		Proposed	Confirmed	Pending	Pending	Pending
Program Period: FY 2020						
TOTAL PROGRAM FUNDING AMOUNT =		\$ 116,945.00	\$ 45,000.00	\$ 19,000.00	\$ 7,500.00	\$ 188,445.00
Program Expenses	Narrative	Amount	Amount	Amount	Amount	Amount
Personnel		\$ 72,445.00	\$ 45,000.00	\$ 17,500.00	\$ 7,500.00	\$ 142,445.00
Program Manager	Program manager position for community support service. Salary expense is 100% funded by PBC CBA award and includes fringe benefits.	\$ 25,000.00	\$ 30,000.00			\$ 55,000.00
Program Assistant	Program Assistant role is to support the program manager and community educator with daily tasks. This salary expense is 30% funded by PBC CBA award. Total salary expense is \$15,000, with 30% allocated to PBC (\$7,300). (Salary expense does not include fringe benefits)	\$ 7,500.00	\$ 13,000.00	\$ 7,500.00		\$ 37,500.00
Fringe Benefits - Program Assistant	Fringe benefits expense for Program Assistant. Fringe benefits for this position total (\$1,800), with 30% allocated to Palm Beach County CBA in the amount of \$900.	\$ 900.00				\$ 900.00
Community Educator	Community Educator position is the primary interface with local schools, charities and support groups. Total Salary (including fringe benefits) billed to Palm Beach County CBA = \$39,045	\$ 39,045.00				\$ 39,045.00
Building /Occupancy		\$ 27,050.00	\$ -	\$ -	\$ -	\$ 27,050.00
Programmatic Rent/Lease	*Note: Rent for areas that house admin staff should be listed separately under admin section* Rent expense for Lake Worth facility. Total rental expense for FY16 = \$35,000. Allocation to Palm Beach County CBA award= \$20,000. Remaining \$15,000 will be paid by other operating income.	\$ 20,000.00				\$ 20,000.00
Building Maintenance	Maintenance expense for building XYZ	\$ 3,800.00				\$ 3,800.00
Insurance	Commercial, General, Liability Insurance	\$ 3,250.00				\$ 3,250.00
Utilities		\$ 2,400.00	\$ -	\$ 500.00	\$ -	\$ 3,900.00
Electric	Electric Utility Services expense for location X	\$ 1,200.00		\$ 500.00		\$ 2,200.00
Water	Water Utility service for location X	\$ 850.00		\$ 500.00		\$ 1,350.00
Telephone	Telephone expense for landline at location X	\$ 350.00				\$ 350.00
Project Supplies/Equipment		\$ -	\$ -	\$ -	\$ -	\$ 4,900.00
Office Supplies	Office supplies for program staff	\$ 500.00				\$ 500.00
Postage/Shipping	Postage expense for client related mailing	\$ 750.00				\$ 750.00
Printing	Printing expense for program brochures	\$ 650.00				\$ 650.00
Materials/Program Supplies	Program related supplies used to support program	\$ -				\$ -
Equipment Rental	Monthly Equipment rental fee for use of X = \$300 (Palm Beach County to cover 50% of this expense (\$300))	\$ 3,000.00				\$ 3,000.00
Professional Fees		\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00
Conference Registration Fees	Professional development program	\$ 350.00				\$ 350.00
Training	Staff training expense for program/ client support	\$ 1,500.00				\$ 1,500.00
Travel/Mileage	Program staff mileage reimbursement for program related meetings	\$ 1,100.00				\$ 1,100.00
PROGRAM EXPENSES =		\$ 109,745.00	\$ 45,000.00	\$ 19,000.00	\$ 7,500.00	\$ 181,245.00
Administrative Expenses	Narrative					
Personnel		\$ 4,250.00	\$ -	\$ -	\$ -	\$ 4,250.00
Executive Position #1 (JL)	A share of portion of Executive Director salary expense (including fringe benefits) will be allocated to Palm Beach County CBA. Executive Director total salary expense = \$85,000. 5% allocation to Palm Beach County CBA = \$4,250	\$ 4,250.00				\$ 4,250.00
Consulting Fees		\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00
XYZ Consultants	Accounting and audit expenses for CBA program. Annual Accounting fee = \$950, Annual Audit fee = \$2,000. Total expense = \$2,950	\$ 2,950.00				\$ 2,950.00
TOTAL ADMINISTRATIVE EXPENSES =		\$ 7,200.00	\$ -	\$ -	\$ -	\$ 7,200.00
Administrative % of PBC Award			6%			

ATTACHMENT 7

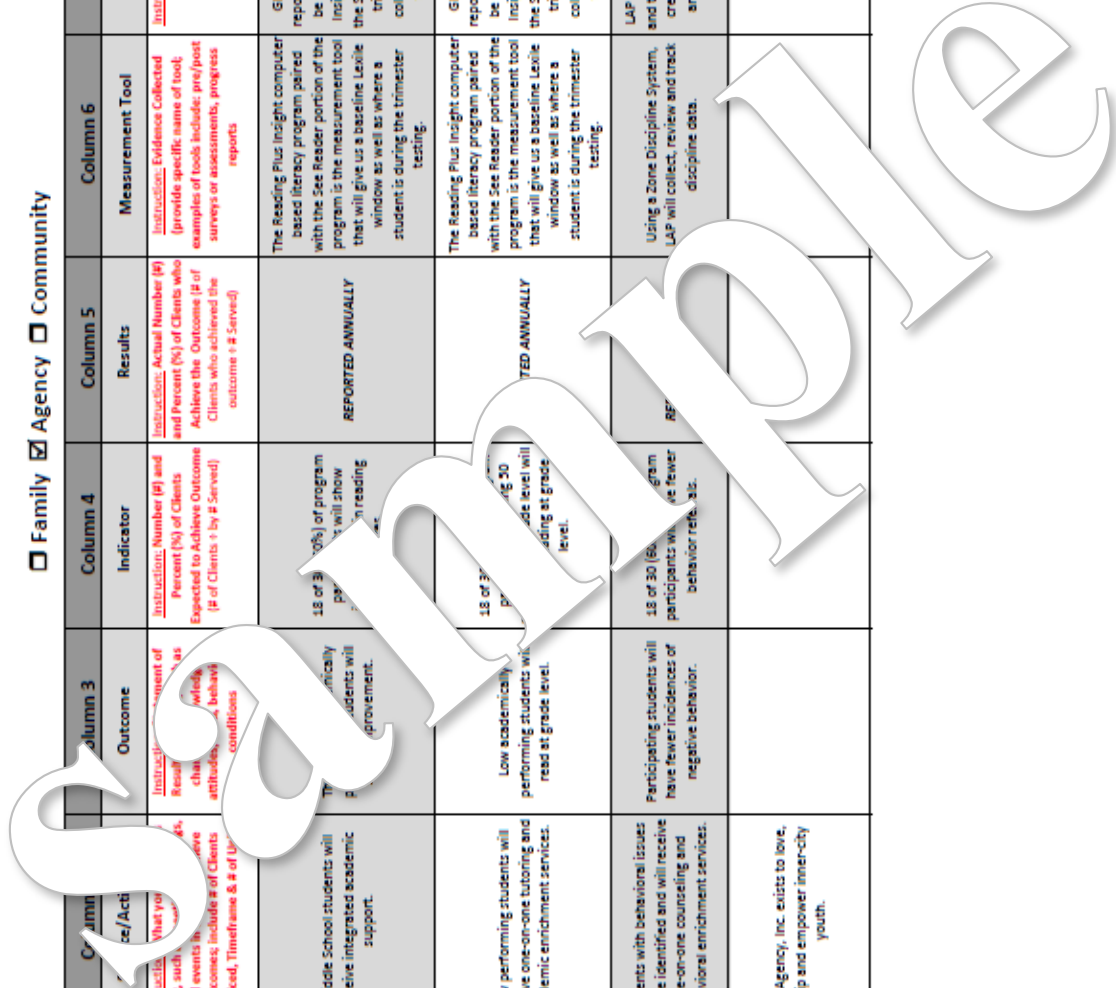
UNIT COST OF SERVICE RATE AND DEFINITION

Program:	Community Based Agency:	
Contract Period:		
Unit Cost of Service Rate Definition	Unit Cost of Service Rate	Total Cost of Service
	\$	\$ annually
TOTAL CONTRACT		\$
Deliverables Description:		

Logic Model

AGENCY LEGAL NAME
 Family Agency Community

Column 1 Problem/ Need/ Situation	Column 2 Intervention/Activity	Column 3 Outcome	Column 4 Indicator	Column 5 Results	Column 6 Measurement Tool	Column 7 Data Source	Column 8 Frequency
<p>Instruction: Need/ Problem/ Situation</p> <p>What you are doing, such as... and events that are outcomes; include # of Clients Served, Timeframe & # of Users</p>	<p>Instruction: What you are doing, such as... and events that are outcomes; include # of Clients Served, Timeframe & # of Users</p> <p>Middle School students will receive integrated academic support.</p>	<p>Instruction: Statement of Results that will be achieved, which includes attitudes, behaviors, and conditions</p> <p>Students will show improvement.</p>	<p>Instruction: Number (#) and Percent (%) of Clients Expected to Achieve Outcome (# of Clients x # by # Served)</p> <p>18 of 30 (60%) of program participants will show improvement in reading level.</p>	<p>Instruction: Actual Number (#) and Percent (%) of Clients who Achieve the Outcome (# of Clients x # by # Served)</p> <p>REPORTED ANNUALLY</p>	<p>Instruction: Evidence Collected (provide specific name of tool) examples of tools include: pre/post surveys or assessments, progress reports</p> <p>The Reading Plus insight computer based literacy program paired with the See Reader portion of the program will allow us to compare that will give us a baseline Lexile window as well as where a student is during the trimester testing.</p>	<p>Instruction: Collection Procedure & Personnel Responsible</p> <p>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.</p>	<p>Instruction: Time & Frequency of Evaluation/Outcome Measurement</p> <p>The LAF 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.</p>
<p>Low academically performing students reading 30 points below grade level need to achieve reading at grade level.</p>	<p>Low performing students will receive one-on-one tutoring and academic enrichment services.</p>	<p>Low academically performing students will read at grade level.</p>	<p>18 of 30 (60%) of program participants will read at grade level.</p>	<p>REPORTED ANNUALLY</p>	<p>The Reading Plus insight computer based literacy program paired with the See Reader portion of the program will allow us to compare that will give us a baseline Lexile window as well as where a student is during the trimester testing.</p>	<p>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.</p>	<p>The LAF 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.</p>
<p>Low academically performing students often have higher incidences of negative behavior.</p>	<p>Students with behavioral issues will be identified and will receive one-on-one counseling and behavioral enrichment services.</p>	<p>Participating students will have fewer incidences of negative behavior.</p>	<p>18 of 30 (60%) of program participants will have fewer behavior referrals.</p>	<p>REPORTED ANNUALLY</p>	<p>Using a Zone Discipline System, LAF will collect, review and track discipline data.</p>	<p>LAF staff will track the frequency and type of poor behavior choices, create a plan to improve these areas in each child, and track changes.</p>	<p>On-going with quarterly review.</p>
<p>Mission Statement</p>	<p>XIZ Agency, Inc. exists to love, equip and empower inner-city youth.</p>						



**ATTACHMENT 9
IRS FORM 990**

Form **990** **Return of Organization Exempt From Income Tax** OMB No. 1545-0047
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
 ▶ Do not enter social security numbers on this form as it may be made public.
 ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury Internal Revenue Service **2018** **Open to Public Inspection**

A For the 2018 calendar year, or tax year beginning , 2018, and ending , 20

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization
 Doing business as
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
 City or town, state or province, country, and ZIP or foreign postal code

D Employer identification number
E Telephone number
G Gross receipts \$

F Name and address of principal officer:
 H(a) Is this a group return for subordinates? Yes No
 H(b) Are all subordinates included? Yes No
 If "No," attach a list. (see instructions)

I Tax-exempt status: 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶
H(c) Group exemption number ▶

K Form of organization: Corporation Trust Association Other ▶
L Year of formation: **M** State of legal domicile:

Part I Summary

1 Briefly describe the organization's mission or most significant activities:

2 Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets

3 Number of voting members of the governing body (Part VI, line 1a) **3**

4 Number of independent voting members of the governing body (Part VI, line 1b) **4**

5 Total number of individuals employed in calendar year 2018 (Part VI, line 2a) **5**

6 Total number of volunteers (estimate if necessary) **6**

7a Total unrelated business revenue from Part VIII, column (A), line 12 **7a**

7b Net unrelated business taxable income from Form 990-E, line 38 **7b**

8 Contributions and grants (Part VIII, line 1h) **8**

9 Program service revenue (Part VIII, line 2g) **9**

10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) **10**

11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) **11**

12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12) **12**

13 Grants and similar amounts (Part IX, column (A), lines 1-4) **13**

14 Benefits paid to or for members (Part IX, column (A), line 5) **14**

15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) **15**

16a Professional fundraising fees (Part IX, column (A), line 11) **16a**

16b Total fundraising expenses (Part IX, column (D), line 25) **16b**

17 Other expenses (Part IX, column (A), lines 11b-11d, 11f-24e) **17**

18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) **18**

19 Revenue less expenses. Subtract line 18 from line 12 **19**

20 Total assets (Part X, line 16) **20**

21 Total liabilities (Part X, line 21) **21**

22 Net assets or fund balances. Subtract line 21 from line 20 **22**

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. My declaration is based on all information of which preparer has any knowledge.

Sign Here
 Signature of officer _____ Date _____
 Type or print name and title _____

Paid Preparer Use Only
 Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check if self-employed PTIN _____
 Firm's name ▶ _____ Firm's EIN ▶ _____
 Firm's address ▶ _____ Phone no. _____

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

For Paperwork Reduction Act Notice, see the separate instructions. Cat. No. 11282Y Form **990** (2018)

Please submit fully completed Form 990.
Page 1 for sample only.

ATTACHMENT 10
Contract Form

FOR
REFERENCE
ONLY

NOT FOR SUBMITTAL
NOT FOR SIGNATURE

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.

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** (Unit Cost of Service Rate and Definition) 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 of service rate and definition for this Contract 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 annual amounts not requested by October 15th of each fiscal year, 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 each 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 maintain in full force and effect at all times during the term of this Contract, at least the insurance coverage and minimum 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 coverage. Failure to maintain the required insurance shall be the basis for termination of this Contract. 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. Where applicable, coverage shall apply on a primary basis.

- A. **Commercial General Liability** – 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. **Business Automobile Liability** – 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.
- C. **Worker's Compensation Insurance & Employers Liability** – The AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes.
- D. **Professional Liability** – 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.

- E. **Additional Insured** – 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.”
- F. **Waiver of Subrogation** – 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. **Certificates of Insurance** - Prior to execution of this Contract, within forty-eight (48) hours of a request by the COUNTY, and at least five (5) days prior to the expiration of any required coverage, the AGENCY shall provide a signed Certificate(s) of Insurance evidencing that all of the insurance coverage required by this Contract are in full force and effect to the COUNTY through the COUNTY’S representative, JDi Data Corporation using the CTrax Portal, unless otherwise directed by the COUNTY. Said Certificate(s) of Insurance shall include a project description, and, 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.

The **Certificate Holder** shall read:

Palm Beach County Board of County Commissioners
c/o JDi Data Corporation
100 W. Cypress Creek Road, Suite 1052
Ft Lauderdale, FL 33309

- H. **Umbrella or Excess Liability** - 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. **Right to Review** – 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, coverage, 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 COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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. Failure to meet this requirement shall be considered default of the Contract.

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 action areas, by administration and program costs. CBA’s cost allocations are to be completed and posted by action area, 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 may be requested as desk and/or on-site monitoring on a periodic basis. The administrative cost is to be maintained separately for each individual action area and be available as in the detailed general ledger. These costs must support the unit cost of service rate and number of units billed.
- B. The AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, 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 Unit Cost of Service Rate and Definition 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 shall 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 15, 2019.
 - 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 15, 2020.
 - iii. Annual reports shall be due no later than October 15th and shall include the applicable data for the preceding year.
 1. The first Annual report will be due no later than October 15, 2020.
 2. The final Annual report will be due no later than October 15, 2022.
 3. The AGENCY agrees to submit final outcomes by the stated time-frame 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. For each year of the Contract, the AGENCY agrees that their allowable administrative costs will not exceed fifteen percent (15%) of the annual 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 (2) 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, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

ARTICLE 16 – DRUG-FREE WORKPLACE

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Contract a copy of the statement specified in this Article, Paragraph A.

- D. In the statement specified in this Article, Paragraph A, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of 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 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 cause upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' 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, except as otherwise directed by the COUNTY, in writing, 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., Sixth Floor
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 not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

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. 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 RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 33 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

{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: _____
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Youth Services Department

WITNESS:

AGENCY:

Signature

Company Name

REFERENCE ONLY

Name (type or print)

Signature

DO NOT SIGN

Typed Name

Title

(corp. seal)

EXHIBIT A

SCOPE OF WORK

Contract Period: October 1, 2019 – September 30, 2022

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: West Palm Beach and Riviera Beach

Commission Districts: Districts 2 and 7

Overview:

XYZ Agency, Inc. has over 20 years of experience in loving, equipping, and empowering youth ages 5-13 residing in low-income areas of Palm Beach County, including West Palm Beach and Riviera Beach through the development of programs and activities and trusted and loving relationships with youth.

Evidence-based model or promising practice:

The Reading Plus Insight computer based literacy program is a computer-based program. The Reader portion of the program will be used. The Reading Plus adaptive assessment, Insight, is a valid and reliable assessment; it goes beyond typical measures of comprehension and vocabulary by also measuring comprehension-based silent reading rate and fluency. See Reader is an intelligent web-based eReader that dynamically responds and adapts to student performance. Students read literary and informational texts, and then answer questions about the text to assess comprehension.

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

Youth not performing to their high potential academically.

Services:

The Leadership & Academic Program (LAP) operates 2.75 hours a day, 5 days a week serving youth grades 1-12. It is a multi-faceted approach afterschool program that features a structured educational component with tutoring, academic enrichment and computer based reading software, a behavior/emotional social component with life skills lessons in character development, guest speakers and field trips, and 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 school 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 goal setting and sports etc., that tie in directly with the theme. Recently, due to an increase in the prevalence of childhood obesity and early onset of chronic disease, XYZ Agency, Inc. has begun to incorporate physical activity into LAP.

XYZ Agency, Inc. staff will:

- Record referral source for each youth;
- Assess the needs of each youth and develop an individualized action plan;
- Collect Lexile scores in Insight assessment and Reading Comprehension tests.
- Record progress notes with time frames for each goal set made by youth.
- Track the frequency and type of poor behavior choices, create a plan to improve these areas in each child, and track changes.

Outcomes:

The following outcomes will be tracked:

- 18 of 30 (60%) program participants will show improvement in reading scores;
- 18 of 30 (60%) program participants reading 50 points below grade level will achieve reading at grade level;
- 18 of 30 (60%) program participants will have fewer behavior referrals.

Reports Submitted

The AGENCY shall submit 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, Exhibit A, Form 2
- Logic Model, Exhibit A, Form 3
- Annual Report format, Exhibit A, Form 4

Projected number of clients served:

30 youth

EXHIBIT A, FORM 1

Monthly Reports Format

The AGENCY will submit monthly reports by entering program specific data, into the database, from which the attached sample or another substantially similar format designed by the COUNTY will be generated.



**MONTHLY COMPLIANCE REPORT
COMMUNITY BASED AGENCY CONTRACT**

CONTRACT PERIOD: October 1, 2019 – September 30, 2022

Agency Name:		Month: Choose an item.
Services	Current Status	Explanation
Recorded referral source for each youth.	Choose an item.	Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.
Assessed the needs of each youth and develop an individual action plan.	Choose an item.	Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.
Collected Lexile scores from Insight assessment and See Reader per trimester.	Choose an item.	Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.
Recorded progress notes with time frames for each contact made with youth.	Choose an item.	Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.
Tracked the frequency and type of poor behavior choice, create plan to improve these areas in each child, and track change	Choose an item.	Please report actual # of clients served through this activity or # of event occurrences. If none, or if service is delayed, provide a brief explanation.

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

[Click here to list any program specific challenges your agency experienced during this reporting period.](#)

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

[Click here to list any program specific accomplishments your agency experienced during this reporting period.](#)

Please report your outcomes achieved for this month.

Target: 18 of 30 (60%) program participants will show improvement in reading scores.

Actual for the month: of (%) **Total number served this month:**

Target: 18 of 30 (60%) program participants reading 50 points below grade level will achieve reading at grade level.

Actual for the month: of (%) **Total number served this month:**

Target: 18 of 30 (60%) program participants will have fewer behavior referrals.

Actual for the month: of (%) **Total number served this month:**

Units Cost of Service Rate Definition for the month

A unit of service is defined as one hour of service that may include traveling to and providing intake, mentoring, pro social activities, transportation to pivotal appointments, development and linkages to mainstream resources for youth and family, court attendance, school and foster care support meetings, monitoring, evaluations, screenings, and development and regular tracking of service plans.

Unit cost of service rate is \$50.00

Total Cost of Service \$100,000

[Click here to report on number of units being claimed for the reporting period.](#)

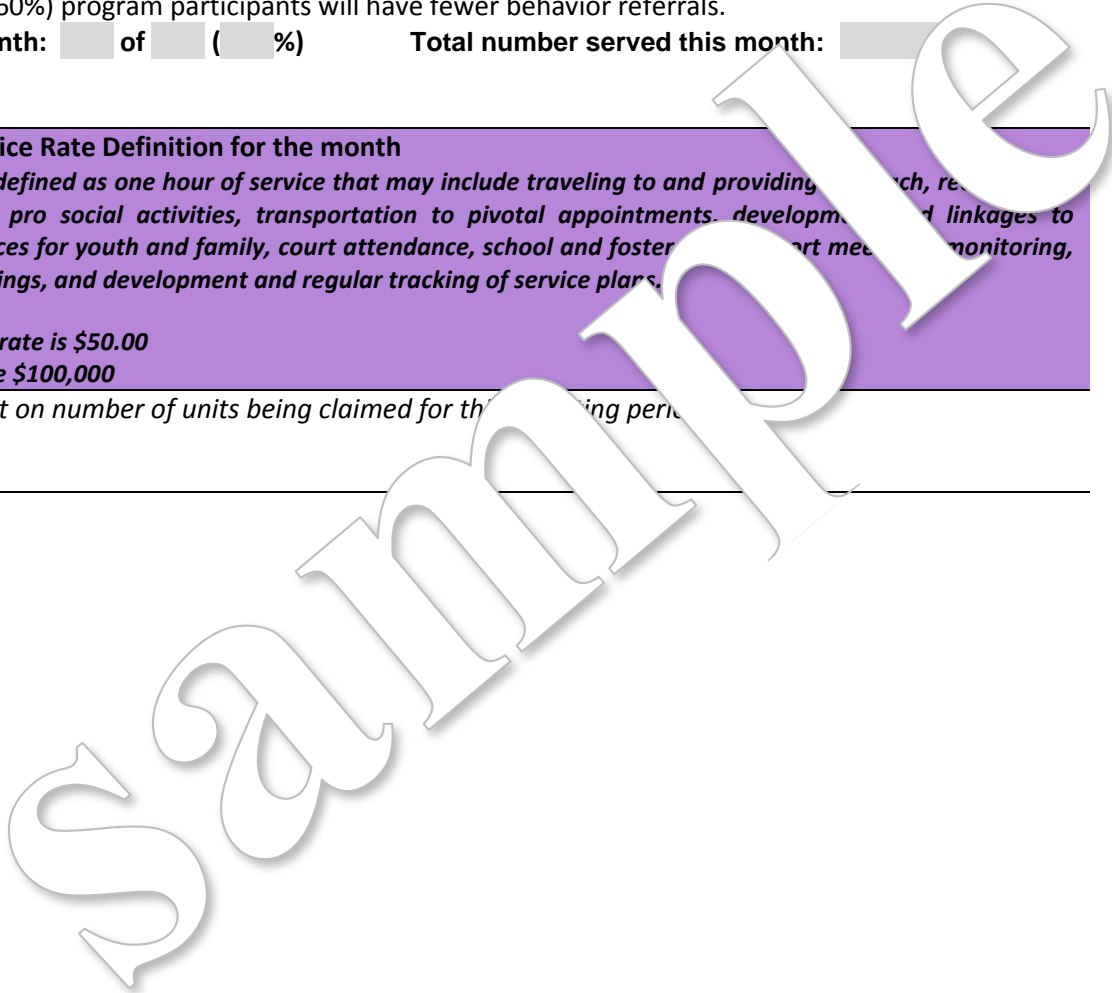



EXHIBIT A, FORM 2

Quarterly Reports Format

The AGENCY will submit quarterly reports by entering program specific data, into the database, from which the attached sample or another substantially similar format designed by the COUNTY will be generated.



Palm Beach County
YOUTH Services
Growing Brighter Futures

Action-Area:

#N/A

CBA QUARTERLY OUTCOMES REPORT - Youth Services Funding

	Quarter 1	Quarter 2	Quarter 3
<p>Outcomes</p> <p>Projected Outcome Rate</p> <p>Actual Outcome Rate</p>	<p>Gender Identity</p> <ul style="list-style-type: none"> ■ Female ■ Male ■ FTM ■ MTF ■ Other ■ Unknown 	<p>Race Identity</p> <ul style="list-style-type: none"> ■ Asian/Pacific Islander ■ Black or African American ■ Hispanic or Latino/a ■ Native American or American Indian 	<p>Timeline</p> <p style="text-align: center; color: orange; font-weight: bold;">Due Date Jan 15</p>
<p>Outcomes</p> <p>Projected Outcome Rate</p> <p>Actual Outcome Rate</p>	<p>Gender Identity</p> <ul style="list-style-type: none"> ■ Female ■ Male ■ FTM ■ MTF ■ Other ■ Unknown 	<p>Race Identity</p> <ul style="list-style-type: none"> ■ Asian/Pacific Islander ■ Black or African American ■ Hispanic or Latino/a 	<p>Timeline</p> <p style="text-align: center; color: orange; font-weight: bold;">Due Date April 15</p>
<p>Outcomes</p> <p>Projected Outcome Rate</p> <p>Actual Outcome Rate</p>	<p>Gender Identity</p> <ul style="list-style-type: none"> ■ Female ■ Male ■ FTM ■ MTF ■ Other ■ Unknown 	<p>Race Identity</p> <ul style="list-style-type: none"> ■ Asian/Pacific Islander ■ Black or African American ■ Hispanic or Latino/a 	<p>Timeline</p> <p style="text-align: center; color: orange; font-weight: bold;">Due Date July 15</p>
<p>Outcomes</p> <p>Projected Outcome Rate</p> <p>Actual Outcome Rate</p>	<p>Gender Identity</p> <ul style="list-style-type: none"> ■ Female ■ Male ■ FTM ■ MTF ■ Other ■ Unknown 	<p>Race Identity</p> <ul style="list-style-type: none"> ■ Asian/Pacific Islander ■ Black or African American ■ Hispanic or Latino/a 	<p>Timeline</p> <p style="text-align: center; color: orange; font-weight: bold;">Due Date September 30</p>

CBA QUARTERLY OUTCOMES REPORT - Youth Services Funding - FY 2019-2020

PROGRAM DATA - Quarterly										Compliance	Statistical Significance
Outcome	Progress Indicator (select from dropdown list)	Projected Outcome Rate	Actual Outcome Rate	Projected # Served	Actual # Served	Projected # Attaining Outcome	Actual # Attaining Outcome	# of Youth Attaining Outcome	For GCS Review	CHISQ.TEST/p-value	Status
Outcome 1	Referral/Attendance Log	75%	76%	21	21	16	16	16	Y	2.56851	ns
Outcome 2	Referral/Attendance Log	75%	76%	21	21	16	16	16	Y	3.15068	ns
Outcome 3	Attitude & Behavior Survey Results	75%	76%	21	21	16	16	16	Y	3.45003	ns
Outcome 4	Monthly KPI Data	100%	76%	21	21	16	16	16		4.23137	ns

Demographic		Actual	Projected
Gender	Race		
Female	Black or African American	0	0
Male	Hispanic or Latino/a	5	5
FTM	Native American	0	0
MTF	Other	0	0
Other	White	0	0



EXHIBIT A, FORM 3

Logic Model

AGENCY LEGAL NAME
 Family Agency Community

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
<p>Instruction: Need/ Problem/ Situation</p> <p>Low student achievement in reading. Students are not meeting grade level standards. Students are not showing improvement.</p>	<p>Instruction: What your Agency is doing, such as meetings, trainings and events in order to achieve outcomes; include: Clients Served, Timeframes of Units</p> <p>Middle School students will receive integrated academic support.</p>	<p>The percentage of students who are performing at grade level will increase.</p>	<p>Instructions: Number (#) and Percent (%) of Clients Expected to Achieve Outcome (# of Clients x % = Served)</p> <p>85% of students will show improvement in reading scores.</p>	<p>Instructions: Actual Number (#) and Percent (%) of Clients who Achieve the Outcome (# of Clients who achieved the outcome ÷ # Served)</p> <p>85% ANNUALLY</p>	<p>Instruction: Evidence Collected (provide specific name of tool; examples of tools include: pre/post surveys or assessments, progress reports</p> <p>The Reading Plus insight computer based literacy program paired with the See Reader portion of the program is the measurement tool that will give us a baseline level window as well as where a student is during the trimester testing.</p>	<p>GPA's, 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.</p>	<p>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.</p>
<p>Low academically performing students reading 30 points below grade level need to achieve reading at grade level.</p>	<p>Low performing students will receive one-on-one tutoring and academic enrichment services.</p>	<p>The percentage of students who are performing at grade level will increase.</p>	<p>Instructions: Number (#) and Percent (%) of Clients Expected to Achieve Outcome (# of Clients x % = Served)</p> <p>85% of students will show improvement in reading scores.</p>	<p>85% ANNUALLY</p>	<p>The Reading Plus insight computer based literacy program paired with the See Reader portion of the program is the measurement tool that will give us a baseline level window as well as where a student is during the trimester testing.</p>	<p>GPA's, 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.</p>	<p>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.</p>
<p>Low academically performing students often have higher incidences of negative behavior.</p>	<p>Students with behavioral issues will be identified and will receive one-on-one counseling and behavioral enrichment services.</p>	<p>Participating students will have fewer incidences of negative behavior.</p>	<p>85% of 30 (50%) of participants will have fewer behavior referrals.</p>	<p>85% ANNUALLY</p>	<p>Using a Zone Discipline System, LAP staff will collect, review and track discipline data.</p>	<p>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.</p>	<p>Ongoing with quarterly review.</p>
<p>Mission Statement:</p>	<p>XYZ Agency, Inc. exists to love, equip and empower inner-city youth.</p>						

EXHIBIT A, FORM 4

Annual Report Format

The AGENCY will submit an annual report by entering program specific data, into the database, from which the attached sample or another substantially similar format designed by the COUNTY will be generated.



**ANNUAL REPORT
COMMUNITY BASED AGENCY CONTRACT**

CONTRACT PERIOD: October 1, 2019 – September 30, 2022

EXECUTIVE SUMMARY

Agency Name: XYZ Agency, Inc.

Program Name: Leadership & Academic Program (LAP)

Prepared by: *Click here to enter name and contact information of the person preparing the report.*

Methods: *Click here to enter a short statement of the evaluation methodology.*

Outcomes: *Click here to enter a short statement about the program's outcomes.*

Conclusion: *Click here to enter a statement that indicates whether the program achieved its stated outcomes.*

Recommendations: *Click here to enter a short statement that includes recommendations to address challenges and improve this program.*

Report approved and submitted by

Click or tap here to

Title of signatory

Click or tap to enter a date.

ANNUAL REPORT

Introduction:

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

Click here to enter text.

Scope of Work:

Describe the program's scope of work.

Click here to enter text.

Services:

- 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 time frames for each contact made with youth and caregiver;
- Track the frequency and type of poor behavior choice, create a plan to improve these areas in each child, and track changes.

Demographics:

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

Click here to enter text.

YOUTH					
Gender:	(#)	(%)	Age:	(#)	(%)
Female			0-4		
Male			5-10		
FTM			11-13		
MTF			14-18		
Other			19-22		
Race:					
Asian/Pacific Islander					
Black or African American					
Hispanic or Latino/a					
Native American or American Indian					
White					
Other					

HOUSEHOLD

Family Type:		Family Income:	
Two Parent Household		<\$19,999	
Single Parent Female Head of Household		\$20-29,999	
Single Parent Male Head of Household		\$30-39,999	
Grandparents		\$40-49,999	
Other		\$50-59,999	
Unknown		>\$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.

Click here to enter text.

Outcomes:

Provide a narrative of your findings as supported by your data analysis. List and summarize outcome results as indicated below:

Target: 18 of 30 (60%) program participants will show improvement in reading scores.

Actual for the grant year: of (%) achieved outcome, as evidenced by [click here to enter Data Validator](#).

Target: 18 of 30 (60%) program participants reading at or below grade level will achieve reading at grade level.

Actual for the grant year: of (%) achieved outcome, as evidenced by [click here to enter Data Validator](#).

Target: 18 of 30 (60%) program participants will have fewer behavior referrals.

Actual for the grant year: of (%) achieved outcome, as evidenced by [click here to enter Data Validator](#).

Additional charts, graphs, descriptive statistics, and statistical outputs may also be included in this section.

Click here to enter text, charts, or graphs.

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.

Click here to enter text.

EXHIBIT B

UNIT COST OF SERVICE RATE AND DEFINITION

Program: Leadership & Academic Program (LAP)	Community Based Agency: XYZ Agency, Inc.	
Contract Period: October 1, 2019 – September 30, 2022		
Unit Cost of Service Rate Definition	Unit Cost of Service Rate	Total of Service
A Unit of service is defined as one hour of service that may include traveling to and providing outreach, recruitment, intake, mentoring, pro social activities, transportation to mental appointments, development and linkages to community resources for youth and family, court attendance, school foster care support meetings, monitoring, evaluation, screenings, and development and regular tracking of service plans.	00	\$100,000.00 annually
TOTAL CONTRACT		\$300,000.00
Deliverables Description: Staff Time and Program Activity Log Payroll Documentation		