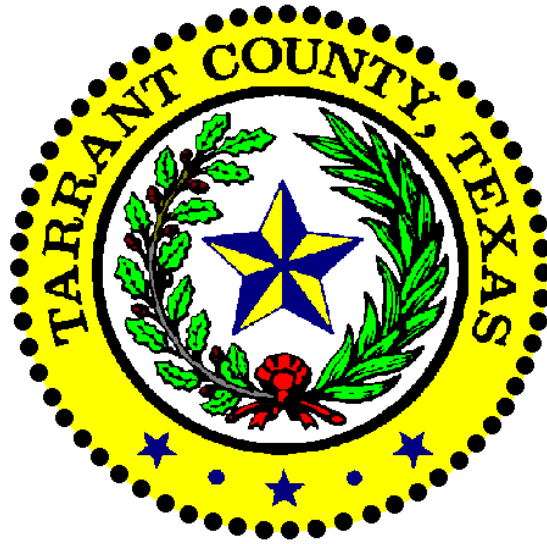


TARRANT COUNTY  
COMMUNITY YOUTH DEVELOPMENT (CYD)

**REQUEST FOR PROPOSALS –  
Mentoring Core Services  
FY 2020**



*CYD Funding Source: Texas Department of Family and Protective Services*  
*CYD Fiscal Agent: Tarrant County Public Health*

**Date of Release: February 19, 2019**  
**Date of Opening for Mentoring Core Services: June 25, 2019**  
**Contract Start Date: September 1, 2019**  
**TARRANT COUNTY**  
**COMMUNITY YOUTH DEVELOPMENT (CYD)**

---

**REQUEST FOR PROPOSALS FY 2020**

GRANT FUNDED YOUTH DEVELOPMENT AND JUVENILE DELINQUENCY  
PREVENTION SERVICES

**GENERAL INFORMATION**

**Fiscal Agent Contact Name:** TARRANT COUNTY

**Fiscal Agent Point of Contact:**

CYD Project Manager: Jodi Newton  
Address: 2100 N. Main St., Suite 230 Fort Worth, TX 76164  
Phone: 817-740-4370  
Fax: 817-740-4373  
Email Address: jdnewton@tarrantcounty.com

**Funding Opportunity Title:** Community Youth Development (CYD)

**Announcement Type:** Request for Proposals (RFP)

**Date Due:** July 10, 2019 - 12:00 p.m. CST

**Anticipated Total Service Award:** \$42,772.12 (Awards are subject to the availability of funds from DFPS and Tarrant County)

**Anticipated Number of Awards:** 1 for mentoring core services

**Ceiling on Amount of Individual Awards:** None. Award size will be evaluated on the basis of each individual proposal and funding availability.

**Floor of Individual Award Amount:** None.

**Range of Projected Award Amount:** \$42,772.12

**Project Period for Awards:** September 1, 2019 – August 31, 2020 (all projects must be completed within this time frame)

## TABLE OF CONTENTS

General Information	<u>2</u>
Table of Contents	<u>3-4</u>
Timetable of Procurement Activities	<u>5</u>
<b>SECTION I – INTRODUCTION</b>	<u>6</u>
A. Tarrant County Public Health	<u>6</u>
B. Purpose of CYD Program	<u>6-7</u>
C. History of CYD Program	<u>7-8</u>
D. Participant Eligibility	<u>8</u>
E. Client Service Requirements	<u>8-9</u>
F. Community Needs and Funding Priorities	<u>9-10</u>
G. Eligibility	<u>10-11</u>
H. CYD Partners – Roles and Responsibilities	<u>12-14</u>
I. Services to be Provided	<u>14-21</u>
J. Performance-Based Contracts	<u>21-28</u>
K. Performance Measures and Outcomes	<u>28-30</u>
L. Provider Reporting Requirements	<u>30-33</u>
M. Availability of Funding	<u>33</u>
N. Strategic Elements	<u>33-34</u>
O. Legal and Regulatory Constraints	<u>34-39</u>
<b>SECTION II – CYD BUDGET &amp; BILLING INFORMATION</b>	<u>40</u>
A. Billing Procedures	<u>40</u>
B. Operating Budget	<u>40</u>
C. Employee Compensation	<u>40-41</u>
D. Time Sheets	<u>41-42</u>
E. Fringe Benefits	<u>42-43</u>
F. Travel	<u>43</u>
G. Travel Logs	<u>43-44</u>
H. Materials & Supplies	<u>44</u>
I. CYD Guidelines for Allowable Food Costs	<u>44-45</u>
J. Equipment	<u>45-47</u>
K. Other Costs	<u>47-48</u>
L. Indirect Costs	<u>48-49</u>
M. Depreciation Information	<u>49</u>
<b>SECTION III – PROPOSAL DEADLINE AND SUBMISSION</b>	<u>50</u>
A. Proposal Deadline	<u>50</u>
B. Submission	<u>50</u>
<b>SECTION IV – PROPOSAL PROCESS</b>	<u>51</u>
A. Tarrant County Amendments & Announcements	<u>51</u>
B. Service Provider Bidder’s Conference	<u>51</u>
C. Written Questions	<u>51</u>
D. Response to Questions	<u>51-52</u>
E. Intent to Apply	<u>52</u>
F. Screening	<u>52-53</u>
G. Evaluation Process	<u>54</u>
H. Selection & Negotiation	<u>54-55</u>

<u>SECTION V – ADMINISTRATIVE INFORMATION</u>	<u>56</u>
A. Right to Amend or Withdraw Proposal	56
B. Binding Proposal	56
C. Contractor Liability	56
D. Costs Incurred	56
E. Historically Underutilized Businesses (HUB) Guidelines	56-57
F. Subcontract Requirements	57
<u>SECTION VI – PROPOSAL CONTENT AND PREPARATION</u>	<u>58</u>
A. General Instructions	58
B. Instructions for Preparation	58
C. Format and Content	59-62
<u>SECTION VII – PROPOSAL CHECKLIST</u>	<u>63</u>

**TIMETABLE OF PROCUREMENT ACTIVITIES FOR RFP  
Mentoring Core Services  
FY 2020**

*All dates are subject to change at Tarrant County's discretion.*

<b>ORDER</b>	<b>CYD RFP (COMPETITIVE PROCUREMENT) SCHEDULE (CONTRACT TERM: Sept 1, 2019 – Aug 31, 2021)</b>	<b>TENTATIVE SCHEDULE</b>
A	RFP Release Date	February 20, 2019
B	RFP Opening Date for Mentoring Core Services	June 25, 2019
C	<u>Proposals due to CYD; 12:00 p.m. CST</u>	July 10, 2019
D	Deadline to submit changes to proposal; 5:00 p.m. CST	July 10, 2019
E	Deadline to withdraw proposal from consideration; 5:00 p.m. CST	July 10, 2019
I	Review and scoring of proposals by Review Committee	July 11, 2019
J	Negotiations with CYD Service Providers	July 12, 2019
K	Finalize Service Providers' plan of operations and budgets	July 15-19, 2019
L	Obtain approvals from DFPS and Tarrant County	July 22-31, 2019
M	Service Providers sign contracts	August 5-7, 2019
N	Contracts submitted to Public Health for court agenda	August 8, 2019
O	Execution of subcontracts through TC Commissioners Court.	August 20, 2019
P	Original executed subcontracts mailed to CYD Service Providers.	August 23, 2019
Q	<u>Contracted Services Begin</u>	September 1, 2019

## **SECTION I - INTRODUCTION**

### **A. TARRANT COUNTY PUBLIC HEALTH**

Tarrant County Public Health (TCPH) is responsible for safeguarding the health of our community's 2.02 million residents. Headquartered in Fort Worth, TCPH provides a variety of services that promote good health, prevent disease and injury, protect our communities, as well as reduce the physical and fiscal impact of health threats. This responsibility is fulfilled by many programs and services, including the Community Youth Development (CYD) Program. The services of the CYD Program empower and support youth to influence their community, to sustain meaningful relationships with others, to develop leadership skills, and to build positive self-image. The Department of Family and Protective Services (DFPS), TCPH, and CYD missions work hand-in-hand to provide quality prevention programs to children and families in the 76106/76164 community.

Tarrant County was involved in the planning stages and establishment of the local CYD program in December 1995, and has acted as the Fiscal Agent since program inception in April 1996. We have knowledge and many years of experience in grant and budgetary management, and a proven track record of quality programming and compliance. Tarrant County aspires to do everything possible to ensure the success of the CYD program as a whole, as well as each service provided by individual subcontractors. Every child is precious and will have a promising future through our collective efforts.

### **B. PURPOSE OF CYD PROGRAM**

The goal of the CYD program is to provide an array of services to promote protective factors in youth and prevent negative outcomes such as juvenile delinquency in 76106 and 76164, where there appears to be incidents of juvenile crime and other risk factors that contribute to juvenile crime and adverse outcomes for youth. Providing services such as mentoring, youth leadership development, a parental component, and after-school programs should meet the CYD goal to increase protective factors, thus increasing the likelihood of positive outcomes for youth.

Research<sup>1</sup> has shown that five protective factors are linked to a reduction of juvenile delinquency: (1) Family bonding/communication, (2) School involvement, (3) Individual self-esteem/efficacy, (4) Positive peer association, and (5) Community involvement. Tarrant County seeks to contract for services to prevent juvenile delinquency by funding programs that increase youth protective factors associated with juvenile delinquency.

---

<sup>1</sup>See, for example: U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention. 2003 Report to Congress: Title V Community Prevention Grants Program. Retrieved from OJJDP website: <https://www.ncjrs.gov/pdffiles1/ojjdp/207694.pdf>

In order to minimize the prevalence of juvenile crime and the destruction of our youth and community, we must offer services which will positively impact our youth.

Youth and families will benefit from CYD services because:

- Youth will participate in meaningful, supervised activities, and will be less likely to become gang members, commit minor crimes, or engage in acts of violence;
- Peer groups will be created that exert positive influences on each other;
- Youth will be provided appropriate role models, and will gain confidence, self-esteem and decision-making skills;
- School attendance and performance will improve;
- Youth will be provided opportunities to contribute to their community and society; and
- Juvenile crime in the designated ZIP codes will be reduced.

**The GEOGRAPHIC area identified for the receipt of CYD funding in Fort Worth in 76106 and 76164. All services must be provided in the 76106 and 76164 ZIP code areas.**

Tarrant County is seeking proposals from organizations that are located in and/or operate in the 76106 and 76164 ZIP code areas. Each is invited to submit a proposal to provide services to youth ages 6 to 17 years of age, who live in and/or attend school in the 76106 and 76164 ZIP code areas, for the explicit purpose of **Juvenile Crime Prevention.**

### **C. HISTORY OF CYD PROGRAM**

Although all young people experience difficulties, youth in at-risk situations are particularly vulnerable. None of our youth are entirely safe from academic failure, irresponsible sex, drugs, violence, or other social pathologies of our time. In such environments, it is critical that communities create programs and services that meet young people's developmental needs for affirmation, direction, and guidance. Community recreational, leadership, mentoring and enrichment programs, administered by capable and caring adults, have been shown to be powerful resources in instilling a sense of competence, personal value, belonging and empowerment in youth of all ages, as well as a powerful deterrent in reducing juvenile crime.

In response to the many issues facing Texas youth, the CYD program was established in 1995, with funds authorized by the 74<sup>th</sup> Legislature, for the purpose of reducing juvenile crime in areas of Texas with a high incidence of juvenile crime. The program is administered by the Texas Department of Family and Protective Services (DFPS), with Tarrant County serving as the Fiscal Agent for the local 76106/76164 CYD program. The program is designed to be strongly community-based, with decision-making and fund allocation authority managed at the local level in accordance with the guidelines of the program and this contract procurement.

Locally, the CYD program targets the high juvenile crime ZIP codes of 76106 (Diamond Hill) and 76164 (Northside). The ZIP code borders extend from Jacksboro Highway on the West, Loop 820 on the North, Belknap (Downtown) on the South and Interstate 35 on the East.

Historically the original eleven (11) ZIP codes were determined by the CYD Interagency Planning Workgroup in 1995 as the ZIP codes with the highest incidence of juvenile violent crime in the State of Texas. The ZIP codes were expanded to thirteen (13) in 1998, fifteen (15) in the year 2000, and eighteen (18) in 2017. Program specifics vary from site to site, but all programs follow the same basic model.

#### **D. PARTICIPANT ELIGIBILITY**

1. Services are provided to youth below 18 years of age and their families who live in and/or attend school in the 76106 or 76164 ZIP code areas.
2. The target age range for youth to be served is 10-17 years. Youth under age 6 are not eligible for this service. Youth served from ages 6-9 cannot exceed 30% of annual unduplicated performance measure.
3. Family members of eligible participants are eligible for services if the goal of the service involves preventing delinquency or reducing risk factors of the target youth. Family members eligible for such services are limited to those individuals who are related to and residing in the same household as the eligible youth, including the Primary Caregiver at a minimum.

#### **E. CLIENT SERVICE REQUIREMENTS**

The Service Provider agrees to adhere to the following conditions in the provision of services to clients under this contract:

1. All clients must enter into services voluntarily.
2. Service provider cannot charge clients a fee for participating in a program or for any program participation related costs.
3. Service provider must provide services to families without regard to their economic status.
4. Average number of unduplicated youth served monthly must meet the minimum. An unduplicated youth is a targeted youth with a unique registration ID number who receives at least one service and is only counted one time during the performance period.
5. Programs are allowed to serve youth regardless of their ongoing involvement with CPS.



6. Service Provider program targets youth exhibiting **at least two** of the following risk factors:
  - a. Aggressive temperament
  - b. Lack of self-control
  - c. Poor parent/child interaction
  - d. Non-traditional family structure-especially single parent with lack of social support and/or a high number of children in the household
  - e. Antisocial behavior
  - f. Child with mental illness-including depression/anxiety
  - g. Poor expressive language
  - h. Parent/guardian has inaccurate knowledge and expectations about child development
  - i. High general stress level
  - j. Low school attendance
  - k. Homelessness
  - l. Parent/guardian with mental illness-including depression/anxiety
  - m. Friends who engage in problem behavior
  - n. Teen parent
  - o. High parental conflict/separation/divorce
  - p. A high degree of impulsiveness and hyperactivity
  - q. Parent/Guardian has negative attitudes/attributions about the child's behavior
  - r. Social isolation of family/parent/guardian-lack of support
  
7. Service Providers are not limited to serving only youth who are eligible for CYD services. It is necessary to note however, that only services provided to registered and eligible youth, as defined above, will be reimbursed through CYD.

## F. COMMUNITY NEEDS AND FUNDING PRIORITIES

The following are recommended juvenile delinquency prevention funding priorities that resulted from the Tarrant County CYD Community Strengths and Needs Assessment (#1 priority being the most important).

*Note: Funding priorities and funded programs should reflect a direct link with the prevention of juvenile delinquency.*

1. **College Preparation** – researching and exploring college institutions, career and degree options, scholarships and financial aid, time management skills, study skills and organizational skills.
2. **Youth Leadership** – youth leadership classes and activities; activities that promote, enrich and celebrate community service and leadership.
3. **Education and Academic Support** – tutoring, improved literacy, study skills, drop out and truancy prevention.  
*\*Note – CYD cannot fund preparation for standardized testing (STAAR, SAT, ACT, etc).*

4. **Life Skills** – self-esteem, coping skills, personal attitude and motivation, communication skills, behavioral and social skills, time management skills and decision-making.
5. **Sports & Recreational** – physical health and education, exercise and sports.  
*\*Note – CYD cannot fund boxing programs.\**
6. **Mentoring** – organized one-on-one mentoring; positive relationship between youth and caring adult role model who provides support and guidance.
7. **Cultural Arts** – literature (drama, poetry and prose), performing arts (dance, music and theatre), and visual arts (architecture, ceramics, drawing, painting, photography and sculpting).

## G. ELIGIBILITY

### 1. Eligible Respondents

- a. Service Provider must have at least 2 years of experience in managing budgets, grants, contracts for social services, as well as have at least 2 years of experience in providing programs to youth and families.
- b. Service Provider that has monitoring reports from any Texas state agency or federal funding entity and/or audits performed on their agency in the past 3 years must submit those monitoring reports with their response that will demonstrate that their agency is competent in managing and budgeting their organization's programs and operations.
- c. Service Provider must certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- d. Service Provider that is currently providing services under contract with any Tarrant County Department, and has contract audit issues that are outstanding, is not eligible to apply for funding under this RFP.
- e. Service Provider must have written policies and procedures in place to ensure the following:
  - i. Establish and maintain effective internal controls;
  - ii. Comply with Federal and State statutes, regulations, and terms & conditions;
  - iii. Evaluate and monitor compliance;
  - iv. Take prompt action on audit findings;
  - v. Safeguard and protect personally identifiable information;

- vi. Human Resources (recruiting and hiring of new employees, orientation and training of current employees, employee benefits, retention, and nepotism);
- vii. Standards of conduct covering conflicts of interest; and
- viii. Governing the performance of its employees.

These policies and procedures should be (as a best practice) established in compliance with guidelines in:

- i. “Standards for Internal Control in the Federal Government” (the “Green Book,” issued by the Comptroller General of the United States) and
  - ii. The “Internal Control Integrated Framework” (issued by the Committee of Sponsoring Organizations of the Treadway Commission – COSO).
- f. Historically Underutilized Businesses (HUB), Minority or Women-Owned Business Enterprises (M/WBE), small businesses and Disadvantaged Business Enterprises (DBE) are strongly encouraged to apply.

## 2. Ineligible Activities & Use of CYD Funds

- a. Awarded Service Providers may not use funds CYD funds to replace any other federal, state, or local source of funds awarded under any other contract. Supplanting of funds is unallowable. Any services that state agencies are required to fund, cannot be funded by CYD. Other guidelines regarding ineligible use of CYD grant funds, as established by OMB Regulations, the Texas Administrative Code, and the Uniform Grant Management Standards are understood to be covered by reference and in the sub-contractual agreement.
- b. Service Providers may not use CYD funds as match (in-kind or cash match) for any other funding opportunity (grant application) in which the awarded Service Provider may be participating.
- c. Any activities related to boxing, GED classes, and English as a Second Language (ESL) programs cannot be funded through the CYD program. Academic tutoring programs, as funded or overseen by Texas Education Agency, or required programs provided in schools (whether public, private, or charter) will not be funded by CYD. These include: English as a Second Language (ESL) instruction, standardized test preparation and/or test-taking (STAAR, PSAT, SAT, ACT, CLEP, etc.).

### d. *Other services that will not be considered for funding are:*

- |  |  |
|--|--|
| *Legal assistance programs               | *Construction of new buildings                                 |
| *Employment agency fees                  | *Lobbying for legislation, elections, or administrative reform |
| *Fundraising or sales promotional events | *Extensive community planning                                  |
| *Purchasing of real estate               | *Medical Services  |
| *Medical Supplies                        |  |

## **H. CYD PARTNERS – ROLES AND RESPONSIBILITIES**

Many different individuals and entities work together to implement the CYD program. The primary partners include: Tarrant County – Fiscal Agent, Community Collaborative Committee (CCC), Youth Advisory Committee (YAC), Subcontracted Service Providers, and Department of Family and Protective Services (DFPS). Each partner has clearly defined roles and responsibilities.

### **1. Tarrant County – Fiscal Agent**

The CYD Project Manager is employed by, supervised by, and responsible to Tarrant County. Primary duties of the CYD Project Manager include: coordinate all CYD services/programs; procurement of services; network within the community to identify and develop resources, and to avoid duplication of services; review service documentation forms for accuracy and eligibility of participants; timely data entry into PEIRS database; complete and submit required reports to DFPS; establish/maintain CCC and facilitate meetings; provide ongoing training and technical assistance to Service Providers; and conduct formal monitoring of Service Providers to ensure the provision of quality services and contract compliance.

Fiscal Agents are the primary contractors with DFPS and, as such, are fully accountable to DFPS and have legal responsibility for the overall delivery of the CYD program in the identified ZIP codes. Management of service subcontracts is one of the primary responsibilities of Fiscal Agents. This includes subcontract negotiation, as well as programmatic and fiscal monitoring. Fiscal Agents manage all fiscal and service aspects of the subcontracts, including reimbursing subcontractors prior to billing DFPS. Fiscal Agents must comply with all DFPS contractor requirements, and ensure contract compliance by the subcontracted Service Providers.

Another primary responsibility of the Fiscal Agent is to work with YAC and CCC to conduct an annual Community Strengths and Needs Assessment, and identify local funding priorities for programs to prevent juvenile crime. They are also responsible for ensuring the funding priorities that were identified through the assessment are consistent with the goals of the CYD program, and were utilized in determining whether services will be procured or renewed each fiscal year.

### **2. Community Collaborative Committee (CCC)**

As a community-based program, CYD strives to involve the community in designing a local program that will best address the community's needs for preventing juvenile delinquency.

While the CCC has many goals, it must incorporate the following in its work:

- a. Determination of how to integrate and promote CYD into the community;
- b. Encourage collaboration among area agencies to provide an integrated means of identifying barriers to service delivery, finding solutions to these barriers, providing a diverse menu of resources to meet a range of client needs;
- c. Assist with the Community Strengths and Needs Assessment; and
- d. Work collectively to promote positive youth development in the community.

It is recommended that the CCC include diverse social service agency representatives such as Texas Juvenile Justice Division (TJJJ), Child Protective Services (CPS), CYD Service Providers, other PEI and DFPS contractors who are serving 76106 and 76164 ZIP code areas, local school representatives, community resource and collaboration group (CRCG) members, mental and physical healthcare service providers, law enforcement, as well as area residents/service recipients, businesses, the faith-based community, community leaders and youth. Youth who have shown strong leadership capabilities must be part of the collaboration.

The CCC must meet at least once per calendar quarter.

### **3. Youth Advisory Committee (YAC)**

YAC is the youth counterpart to the CCC, and is limited to middle and high school youth. The goal of YAC is for a consistent group of youth to provide input, give feedback and help shape the local CYD program. Youth must be engaged in outreach and awareness efforts and evaluation of the CYD program.

### **4. Subcontracted Service Providers**

Subcontracted Service Providers for CYD are selected through local competitive procurements in the target ZIP codes. Service Providers are contracted to provide CYD direct services to eligible youth.

Service Providers are responsible for providing services in accordance with the terms of their contract with the Fiscal Agent, including their performance measures, plan of operation, and budget. They must also follow prescribed procedures to request any needed changes to their contract. Service Providers are responsible for submitting all programmatic and fiscal reports during monthly desk reviews, as well as have all records and reports available for on-site monitoring by the Fiscal Agent.

### **5. Department of Family and Protective Services (DFPS)**

In accordance with the requirements of the Family Code §265.002, the DFPS Prevention and Early Intervention (PEI) Division provides services for children in at-risk situations and for the families of those children. PEI contracts for

programs with the goal of providing early intervention or prevention of at-risk behavior that leads to child abuse or neglect, delinquency, running away, and truancy. PEI consolidates prevention and early intervention services within the jurisdiction of a single agency in order to avoid fragmentation and duplication of services, and to increase the accountability for the delivery and administration of these services.

Also, in accordance with Section 40.0561 of the Texas Human Resources Code, subject to available funding, the department awards Community Youth Development contracts to communities identified by incidence of crime. The department gives priority in awarding contracts under this Section to areas in which there is a high incidence of juvenile crime. The purpose of a contract under this Section is to assist a community in alleviating conditions in the family and community that lead to juvenile crime.

PEI Responsibilities:

- a. Planning, developing, and administering a comprehensive and unified delivery system of prevention and early intervention services to children and their families in at-risk situations;
- b. Improving the responsiveness of services for at-risk children and their families by facilitating greater coordination and flexibility in the use of funds by state and local service providers;
- c. Providing greater accountability for prevention and early intervention services in order to demonstrate the impact or public benefit of a program by adopting outcome measures; and
- d. Assisting local communities with the coordination and development of prevention and early intervention services in order to maximize federal, state, and local resources.

## **I. SERVICES TO BE PROVIDED**

The 76106/76164 Community Youth Development program will fund prevention services that are directly linked to juvenile delinquency prevention. Intervention services are not appropriate under the CYD model. To the greatest extent possible, services should be designed to appeal to those youth most vulnerable to juvenile delinquency. Services provided through the CYD program must meet the needs of the community and show how the service prevents juvenile delinquency/crime.

### **1. Program Requirements**

- a. Service Provider will make reasonable efforts to provide services that meet the individual needs of the client. Service Provider will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Service Provider will take into consideration the intellectual functioning, literacy, level of education, and

comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Service Provider will provide services in the client's primary language, whether provided directly by Service Provider or through a translator.

- b.** CYD Program Services must include Mentoring, Youth Advisory Committee (YAC), Youth Leadership Development (YLD), and a Parent Involvement component.
- c.** Additional CYD Program Services that are focused on the prevention of juvenile delinquency must be based on the needs identified in the Community Strengths and Needs Assessment (*See Section I-Introduction, F. Community Needs and Funding Priorities*).
- d.** Program services should reflect a mix of intensive services that serve a limited number of youth (e.g. one on one mentoring) with lower intensity services that serve a higher number of youth (e.g. group recreation). Strong emphasis must be given to the core services.
- e.** Services must be offered at times and places that meet the needs of local youth.
- f.** Services must have no empirical evidence or theoretical basis indicating that the practice constitutes a risk of harm to those receiving it.
- g.** Youth may not participate solely in one-time activities. If one-time activities are planned as a service, they should be an added value for youth already participating in other CYD Program Services or for outreach and recruitments purposes and cannot be a stand-alone service.
- h.** Program services must be easily accessible to youth. Service Provider must address and arrange for transportation needs for any youth in order for them to participate in CYD program activities.
- i.** Program services must be focused on enhancement of at least one of the following protective factors associated with juvenile delinquency prevention, including, but not limited to:
  - i.** Involvement with positive peer group activities and norms;
  - ii.** Social competencies such as decision making skills, assertiveness; and interpersonal skills;
  - iii.** Parental/guardian supervision;
  - iv.** Caring adults other than parent;

- v. Strong bond between children and parents;
  - vi. Emotional support and absence of severe criticism;
  - vii. High parental expectations;
  - viii. Clear rules and expectations;
  - ix. Involvement with school/community;
  - x. Friendship network;
  - xi. Positive perception of self and others;
  - xii. Places high values on helping others; and
  - xiii. Sense of purpose.
- j. CYD must not fund programs that are intended for tertiary prevention of juvenile delinquency (i.e., specifically youth who are currently on probation or are known to have been previously on probation). This will be assessed through self-report at the time of client registration. Prevention programs are intended to prevent juvenile delinquency.

**Note:** Youth whose cases are pre-adjudicated, informally adjudicated, or whose adjudication has been deferred are eligible for CYD services.

- k. If Program Services are defined as “childcare” based on definitions in the Texas Human Resources Code, Chapter 42, the program will be regulated by DFPS pursuant to Chapter 42, Texas Human Resources Code, as well as minimum standards and other rules.

If the program meets the definition of “childcare,” the Service Provider implementing the program will be considered a childcare operation and must have an appropriate permit and meet all relevant legal requirements in order to provide services under the contract. In such a situation the suspension or loss of a necessary license will result in termination of the Contract.

All Service Providers must apply to the appropriate regional childcare licensing office for licensing determination. The Service Provider must submit the results of this determination to the Tarrant County for review and determination of compliance.

- l. All CYD program services must be adequately staffed and supported in order to accomplish all the deliverables of the program. **Programs with an evidence-based component will be given higher value during the scoring process.**



## 2. Priority Areas to be Funded

An emphasis must be placed on the four core services of Mentoring, Youth Advisory Committee, Youth Leadership Development, and Parent Involvement. Additional awards will be made based on community needs established funding priorities, as defined in the 2019 Community Strength and Needs Assessment (*See Section I-Introduction, F. Community Needs and Funding Priorities*).

### a. Mentoring

- i. Mentoring must be conducted in individual or small group settings and must primarily focus on facilitating an ongoing positive relationship between the target youth and a caring adult role model who provides help to the younger person as he or she goes through life. The ratio of mentoring group settings should be no larger than 4 youth to one mentor.
- ii. Only face-to-face interactions will be considered direct services to youth.
- iii. There must be program guidelines for the mentoring process, recruitment/training of mentors, and management of the mentoring relationship to ensure client safety and positive outcomes.

Program guidelines must address at a minimum the following elements:

- recruitment of mentors and mentees to include application and screening;
- training of mentors to include number of hours, mode of training used, and topics or content;
- a definition of mentoring;
- the role of a mentor and a mentee;
- expectations for the length of service and relationship for both the mentor and mentee;
- description of the matching process;
- allowable contact between a mentor and mentee (e.g. only at school or in community);
- parental notification and/or consent requirements;
- transportation of mentees;
- guidelines for any financial transactions to include gifts;
- risk assessment and guidelines including managing safety concerns for mentors and mentees;
- characteristics of mentees to include warning signs and problem solving for certain behaviors or crises such as self-harm, suicidal ideation, aggression, etc.; supervision and support provided to mentors; and termination and closure of a mentor or mentee relationship; and
- list of available community resources for youth and referral agencies

- iv. Neither peer mentoring nor family mentoring programs satisfy this requirement.

**b. Youth Advisory Committee (YAC)**

- i. The goal of the YAC is for a consistent group of youth to provide input, give feedback and help shape the local CYD program.
- ii. The purpose of the YAC is to provide ongoing leadership development opportunities for youth to engage in and build/enhance positive character traits, so that youth can grow emotionally, socially and academically. YAC promotes youth involvement and youth leadership by the following: allowing youth to work within their communities to improve local conditions; strengthening individual and community awareness of the positive attributes and contributions of youth; offering youth the opportunity to develop their strengths and talents in a supportive environment; facilitating healthy peer, youth and adult relationships; and encouraging formation of youth-oriented community partnerships.
- iii. The YAC must include 10-20 youth comprised of both middle and high-school youth.
- iv. Participating youth must be between the ages of 13 and 17.
- v. The YAC must meet monthly, and must have between 10 and 20 youth in attendance at each meeting. Respondent should indicate the types of locations meetings will take place and how they will ensure the safety of youth at and transportation to and from the meetings.
- vi. Youth must be engaged in outreach and awareness efforts and evaluation of the CYD program:
  - Outreach and Awareness - youth must be involved in the development of the Community Strengths and Needs Assessment, and in promoting the CYD program services within their communities in order to engage additional youth into the CYD program.
  - Evaluation - youth must be involved in collecting feedback from local youth, including CYD participants, about CYD services and the impact of services on juvenile delinquency prevention.
- vii. At least two (2) youth must be designated to represent YAC and actively participate with CCC. These representatives are expected to attend at least seventy-five percent (75%) of the approved and scheduled CCC meetings during the contract year. Meetings are scheduled once per quarter.

- viii. YAC youth must receive Youth Leadership Development (YLD) services in addition to participating on the YAC.
- ix. Selected YAC youth must participate in the annual CYD Youth Summit. The Youth Summit is intended to strengthen local YAC and develop leadership skills, while networking with other YAC youth from across the state. Participating YAC youth are to be chosen in collaboration with the CYD Youth Summit contractor.

### **c. Youth Leadership Development (YLD)**

- i. YLD must be offered to prepare youth to meet the challenges of adolescence through a series of structured, progressive activities and experiences that help them to develop leadership skills (such as conflict resolution, negotiation, communication skills, goal setting, team building, positive self-esteem, and empowerment).
- ii. The approach must view youth as resources and build on their strengths and capabilities to develop within their own community, and must include activities such as service-learning components.
- iii. Youth must be offered YLD services at least one time per month.
- iv. Youth must conduct at least one community service project per month.
- v. The YAC group alone does not satisfy the requirement for a youth leadership development program. While all YAC participants must participate in YLD, an YLD program that is separate and distinct from the YAC must be offered with capacity to serve additional youth.

### **d. Parent Involvement**

Family engagement is associated with improved program outcomes.<sup>2</sup> Parental involvement increases youth participation in after-school programs, influences constructive parent involvement in the home, increases protective factors and may address risk factors that may lead to juvenile delinquency.<sup>3</sup> Further, father-figure involvement is linked to decreased drug use, and decreased delinquent behavior.<sup>4</sup>

---

<sup>2</sup> See, for example: Berglund, M.L. et al. (1998). *Positive Youth Development in the United States: Research Findings on Evaluations of Positive Youth Development Programs*. Retrieved on January 17, 2014 from the U.S. Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation website: <http://aspe.hhs.gov/hsp/positiveyouthdev99/index.htm>

<sup>3</sup> MetLife Foundation After School Alert (2012). *After School: A Key to Successful Parent Engagement*. Issue No. 57. Retrieved January 17, 2014 from the After School Alliance website: [http://www.afterschoolalliance.org/issue\\_57\\_Parent\\_Engagement.cfm](http://www.afterschoolalliance.org/issue_57_Parent_Engagement.cfm)

<sup>4</sup> Informed Families (2013). *Father Involvement Leads to Healthier Children*. Retrieved on January 17, 2014 from the Informed Families website: [http://informedfamilies.org/campaigns/red\\_ribbon/news/father\\_involvement\\_leads\\_to\\_healthier\\_children?](http://informedfamilies.org/campaigns/red_ribbon/news/father_involvement_leads_to_healthier_children?)

Service Provider must demonstrate a commitment to the meaningful involvement of parents. There are several options available to engage parents. Which strategy works best will depend on the dynamics of the community served. These strategies may include parent training/parenting classes, parent leadership programs, counseling, service-based learning, and many other strategies.

- i. Every CYD Service Provider must include Parent Involvement in their CYD program.
- ii. Service Providers proposing specific Parent Involvement services are strongly encouraged to apply.

**e. Additional CYD Program Services**

Additional CYD Program Services must be focused on the prevention of juvenile delinquency and based on the funding priorities identified from the results of the Community Strengths and Needs Assessment.

Examples of additional CYD Program Services include:

- i. Academic Support Services: Designed to increase student engagement in the learning process, improved academic performance and bonding to the school (e.g., cooperative learning techniques, "experiential learning" strategies, tutoring and basic skill building).
- ii. Life Skills Training: Provide youth participants with social, personal, and vocational skills and opportunities to help them achieve economic success, avoid involvement in criminal activity, and increase social competencies (e.g., conflict resolution, anger management, healthy relationships, career exploration, and interviewing skills).
- iii. Sports & Recreational Services: Rewarding, challenging, and age-appropriate activities provided in a safe, structured, and positive environment, with the intent of reducing delinquency by way of a socializing effect through which youth develop positive qualities. Examples may include organized sports, music, arts and crafts and cultural activities. Boxing is not allowed.
- iv. Family-Based Curriculum: Services provided to the registered youth parent/caregiver along with his/her family member(s). These services are part of a specific written curriculum (e.g., family skills building, family effectiveness training, etc.). These family programs encourage family unity, communication, improved decision making skills and reduce family conflict.

- v. Family Focused Activities: Services that are activity based, involve the youth and at least one other family member, and are not part of a written curriculum or counseling.

## **J. PERFORMANCE-BASED CONTRACTS**

The following factors will be assessed in measuring Service Provider performance:

### **1. CYD Services**

Service Providers are responsible for the following tasks, as related to service delivery through the 76106/76164 Community Youth Development (CYD) Program:

- a. Service Provider must provide services in accordance with the approved contract, performance measures, plan of operation, and budget.
- b. Plan changes or budget transfers must be pre-approved by DFPS and Tarrant County. A written request must be submitted to Tarrant County in advance.
- c. Service Provider must ensure that any services delivered for CYD meets the community needs, and has a proven capacity in preventing juvenile delinquency.
- d. All CYD program requirements are met or exceeded.
- e. All CYD contract Output and Outcome Measures are met or exceeded.
- f. Service Provider must ensure that program-specific measurable performance goals and objectives are established and obtained.
- g. Tarrant County will conduct quarterly reviews and annual monitoring reviews of the work of the Service Provider. If any goals/performance measures are not obtained within 5%, Tarrant County will require the Service Provider to provide a written Corrective Action Plan (CAP), detailing actions that will be taken to meet the deficiencies identified in the review.

### **2. Service Authorization and Referral**

Original forms and surveys must be submitted to Tarrant County during monthly desk reviews. Copies of the PEI Client Registration Form must be maintained by the Service Provider in an organized fashion, and made available to Tarrant County and DFPS staff upon request. Service Provider must maintain records in a manner which protects the confidentiality of the families being served.

In the future, Tarrant County may change or require different assessment forms, ample notice will be provided to Service Providers prior to necessary implementation.

- a. Registration Process: Service Providers must have a process for registration and assessment of youths' need(s) for services. The registration process must include completion of (1) PEI Client Registration form, and (2) Eligibility for Program Participation form.
  - i. All youth must register prior to receiving services (including parent/guardian signature on PEI Client Registration form).
  - ii. All youth must complete registration process prior to receiving services every fiscal year. Parents must sign PEI Client Registration form, and give permission for services, every fiscal year.
- b. Transition/Case Closure Procedure: Case closure must include completion of the Program Experience Survey - Youth Self Report form.
  - i. Any youth leaving the program for any reason at any time.
  - ii. Any youth with gap in services of 90 days (3 months) will be closed.
  - iii. Any youth with gap in services of over 120 days (4 months) must complete the registration process (parents must sign PEI Client Registration form) prior to receiving services again.
- c. Area Information Center 2-1-1: All Service Providers must add their services to their Region's 2-1-1 Area Information Center and must update their information appropriately within 30 days of any changes in the scope of their program. Service Provider information should also be available on the Texas 2-1-1 website.
- d. Tracking Referrals: Service Providers must track the primary means of recruitment of new clients, including names of the referring agencies/origin of referral, whether services were provided and if subsequent referrals are provided to another social service provider. Referrals must be reported in the CYD monthly report.

### **3. Participation and Cooperation with Evaluation Agencies**

DFPS is contracting with Texas Universities and other agencies to study the effectiveness of the Community Youth Development (CYD) program statewide. These evaluations will be comprised of youth surveys, focus groups, staff interviews, evaluation studies, literature reviews and statistical studies. Successful respondents receiving CYD awards under this RFP are required to cooperate with these evaluation efforts.

#### **4. Service Documentation**

Service Provider must track all services provided in accordance with the Service Provider's approved plan of operation by utilizing appropriate CYD documentation forms. Service Provider must ensure all service documentation is complete, accurate, maintained in an organized fashion, and made available to Tarrant County and DFPS staff upon request. Service Provider must maintain records in a manner which protects the confidentiality of the families being served.

All services provided by Service Provider must have valid documentation that supports verification of participant attendance, such as sign-in sheets and attendance rolls including a staff signature certifying the validity of the information, Monthly Service Tracking (MST) forms, individual/group progress notes, materials/hand-outs used, date and time of service provided, name of organization providing the service, type of service provided, and additional documentation as appropriate to the proposed program.

Documentation may also include, if applicable:

- a. Case notes, including phone logs, home visiting notes, office visit notes, etc.;
- b. Initial and Ongoing assessment tools;
- c. Service Plans; and
- d. Referral Logs.

#### **5. Administration**

Service Provider performance will be assessed on the basis of reporting and administrative responsibilities. These include, but are not limited to, the following:

##### **a. Program Staffing**

- i. All CYD Program Services must be adequately staffed and supported in order to accomplish all the deliverables of the program.
- ii. Service Providers must have a staffing plan which provides staff specific qualification requirements, and an agency-based organizational chart representative of the overall agency structure. In addition, a program-based organizational chart that indicates the number of staff and volunteers supervised by each position and clearly shows lines of reporting and supervision.

- iii. Service Providers must have a continuity plan for staff vacancies, process for training new hires in the evidence-based or promising practice program, and procedures for screening, matching, and providing assignments to volunteers (if utilized).
- iv. Background checks must be completed through DFPS for all employees, interns and volunteers that work directly with CYD clients and/or have access to CYD client information. Service Providers must submit required documents to the CYD Project Manager, who uses the ABCS system. Criminal clearance and child abuse/neglect clearance must be obtained prior to contact with CYD youth or identifying information. An FBI criminal history check may be required for anyone who has lived outside the state of Texas within the past 5 years and may be required at the discretion of the DFPS contracts background checks division on a case-by-case basis.
  - New documents and clearances must be obtained every 24 months (clearances must not expire while working with CYD).
  - New documents and clearances must be obtained if the employee/volunteer changes positions within your organization.
  - Service Providers are required to report to Tarrant County within 10 business days any new arrest or any investigation of abuse or neglect conducted by any federal, state, or local agency or board. This is referred to as self-reporting. The Service Provider ensures that all staff and volunteers are aware of the requirement to self-report.
- v. Direct service staff of the Service Provider must be at least 18 years of age, have a High School Diploma or GED, and 1 year of experience in the health and human services field to include work with youth.
- vi. All staff and volunteers must follow the highest ethical standards in the performance of duties. All client information is privileged and confidential, and must be protected at all times.
- vii. Service Providers must provide monthly (minimum) supervision of all staff that provide direct services to clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the clients. Monthly supervision details must be reported in the CYD monthly report.
- viii. Service Providers must have a designated representative attend monthly desk reviews with Tarrant County CYD Project Manager. The designated representative must be fully knowledgeable in programmatic and fiscal areas, and able to respond to questions or issues raised during the desk review.



- ix. Service Providers must designate a representative to actively participate on the CCC. This representative is expected to attend at least seventy-five percent (75%) of the approved and scheduled CCC meetings during the contract year. Meetings are scheduled once per quarter.

**b. Training**

Service Provider must submit a programmatic and/or organizational oriented training plan for all CYD staff, as well as volunteers, which includes both initial and on-going training.

CYD volunteers are required to complete 3 hours of Cultural Competency training annually.

CYD staff are required to complete 12 hours of training annually, including 3 hours of Cultural Competency training.

12 hours of staff training must include the following competencies:

- i. New Employee Orientation – must include agency policies and procedures, including abuse and neglect.
- ii. Cultural Competency (3 hours per fiscal year)
- iii. Youth development
- iv. Evidence-Based or Promising Practice Program Training (when appropriate)

Based on the services proposed, additional training topics may include, but are not limited to:

- Child Development
- Co-Parenting
- Domestic Violence
- Effective Collaboration
- Impacts of Poverty
- Mental Health
- Motivational Interviewing
- Safe Sleep
- Substance Abuse
- Shaken Baby
- Special Populations
- Sustainability
- Trauma

Service Provider must document all required training in the personnel files, and attendees must sign to indicate attendance/completion. All training documentation must be submitted to Tarrant County for CYD personnel files.

**c. Personnel Files**

Personnel files must be maintained by the Service Provider for each employee and volunteer.

Personnel files must be maintained by Tarrant County for all CYD staff and volunteers, therefore all documents must also be submitted to Tarrant County in a timely manner.

Personnel files must include:

- i. I-9's (staff only)
- ii. Job Descriptions
  - Staff/volunteers must meet all requirements listed on their job description.
  - Title on job description must match title on CYD contract/budget.
- iii. Résumés
  - Application for employment is allowable if résumé is not required by Service Provider for position.
- iv. Diploma or Transcript (if required by job description)
  - Serves as verification that staff/volunteer meets job description qualifications (Examples: if high school diploma is required on job description, then copy of high school diploma or transcript must be submitted to Tarrant County for verification. If Master's degree is required on job description, then copy of Master's degree or transcript must be submitted to Tarrant County for verification).
- v. New Hire Orientation certificate/documentation (agency orientation)
- vi. Training Certificates
- vii. Criminal Background Checks (renewed every 2 years)
  - Form 2970c
  - Form 2971c
  - Criminal history clearance
  - Abuse/neglect clearance
  - FBI fingerprint clearance (if lived outside TX within last 5 years)

**d. Program Management**

- i. Service Providers ensure timely and accurate billing and submission of required program documentation as outlined in this RFP and subcontract.
- ii. Service Providers properly manage their programs to ensure all service goals and outcomes are met on a monthly, quarterly, and annual basis.

- iii. Service Providers properly manage their budgets to prevent the lapse of a significant amount of funds at the end of each contract.
- iv. Service Providers must have: documented proof that Internal Management Control Systems are in place within the agency that establish a separation of responsibilities; chain of command for the processing of checks; accounting practices that are in line with GAAP guidelines; a criminal background check policy for employees, interns, and volunteers; a policy regarding the reporting of suspected child abuse; and policies regarding tracking of services and performance data.
- v. Service Providers are required to register or update their information with 2-1-1 within 30 days of receiving an award. Changes in scope of services must be updated on the 2-1-1 system within 30 days of the change being approved by Tarrant County.
- vi. Service Providers are required to contact the DFPS Child Care Licensing Division and provide documentation of either a current license or exemption prior to the subcontract being executed. Documentation should be submitted to Tarrant County. If the scope of services offered through CYD by any subcontractor changes, the subcontractor must reapply for either a license or exemption.
- vii. Memorandum of Understanding(s) must be completed for all community collaborations affecting program implementation – including program sites, youth referrals, etc.
- viii. Program comments, incidents or complaints must be documented on the Consumer Service Form (provided by Tarrant County), and submitted to the Tarrant County within 24 hours. Tarrant County will investigate the situation, and document all actions taken on the Consumer Service Form. Appropriate actions must be taken for all situations.

## **6. Monitoring Reviews**

### **a. Quarterly Review**

Tarrant County will conduct quarterly reviews of the work of the Service Provider. If Tarrant County requests, the Service Provider must provide a written Corrective Action Plan (CAP) detailing actions that will be taken to meet the deficiencies identified in the quarterly review.

### **b. Formal Monitoring Review**

Service Provider will cooperate fully in any review conducted by Tarrant County or its authorized representatives related to services provided under

this contract. Tarrant County has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Service Provider, including all information related to any services provided under this contract or billed to the County. The Service Provider will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by Tarrant County or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate sanctions or penalties deemed necessary by Tarrant County. Acceptance of funds under this contract acts as acceptance of the authority of the County, Texas Lead Agency, State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract.

## K. PERFORMANCE MEASURES AND OUTCOMES

Performance measures typically include outputs and outcomes. Output measures demonstrate performance in terms of the quantity or volume of services provided, e.g., the number of clients served, number and types of services, etc. Outcome measures demonstrate performance in terms of the quality and impact of services and whether or not they have met intended goals/objectives. Outcomes relate to behavior, skills, knowledge, attitudes, values, etc.

Tarrant County will contract with Service Providers to meet the following performance measures as a whole; 460 youth/month and 1000 youth/fiscal year.

### 1. Output Measures

<b>Output #1: The expected average number of Target Youths are served monthly.</b>
<b>Performance Period:</b> Service Provider performance for this output is determined for each month of the contract period, either wholly or partially, depending on the contract start and end dates.
<b>Indicator:</b> Average number of unduplicated Target Youths served in the Service Provider's CYD Program each month
<b>Target:</b> This target will be negotiated
<b>Purpose:</b> To evaluate the Service Provider's effort at providing services to youths in the CYD Program
<b>Data Source:</b> PEIRS Database
<b>Methodology:</b> The numerator is the total number of unduplicated Target Youths served by the Service Provider during the most recent completed month, added to the total number of unduplicated Target Youths served by the Service Provider during each previous completed month (if any). The denominator is the total number of completed months. Divide the numerator by the denominator.
<b>Output #2: The expected number of Target Youths are served annually.</b>
<b>Performance Period:</b> Service Provider performance for this output is determined

annually each state fiscal year but measured quarterly, year to date, for one or more of the following periods of the state fiscal year, wholly or partially, depending on the contract start and end dates: September 1 through November 30; December 1 through February 28/29; March 1 through May 31; and June 1 through August 31.
<b>Indicator:</b> Total number of unduplicated Target Youths served in the Service Provider's CYD Program during the state fiscal year
<b>Target:</b> This target will be negotiated
<b>Purpose:</b> To evaluate the Service Provider's effort at providing services to youths in the CYD Program
<b>Data Source:</b> PEIRS Database
<b>Methodology:</b> Total number of unduplicated Target Youths with unique registration ID numbers that were served by the Service Provider during the state fiscal year

<b>Output #3: Completed Surveys as assigned by Department of Family and Protective Services are obtained from Target Youths served in the Service Provider program.</b>
<b>Performance Period:</b> Service Provider performance for this output is determined annually each state fiscal year but measured quarterly, year to date, for one or more of the following periods of the state fiscal year, wholly or partially, depending on the contract start and end dates: September 1 through November 30; December 1 through February 28/29; March 1 through May 31; and June 1 through August 31.
<b>Indicator:</b> Percentage of Target Youths in the Service Provider program from whom a completed survey is obtained by the Service Provider
<b>Target:</b> To be determined by DFPS
<b>Purpose:</b> To evaluate the Service Provider's effort at obtaining outcome data
<b>Data Source:</b> PEIRS Database
<b>Methodology:</b> The numerator is the number of Target Youths served during the output performance period from whom a completed survey is obtained. The denominator is the total number of Target Youths served during the output performance period. Divide the numerator by the denominator, multiply by 100 and state as a percentage.

## 2. Outcome Measures

<b>Outcome #1: 10-17 year old Target Youths served in the Service Provider program will not engage in delinquent behavior.</b>
<b>Performance Period:</b> Service Provider performance for this outcome is determined annually each state fiscal year.
<b>Indicator:</b> Percentage of 10-17 year old Target Youths that are not referred to a county juvenile probation program while registered in and receiving services from the Service Provider program during the state fiscal year.
<b>Target:</b> 95%
<b>Purpose:</b> To evaluate the Service Provider's success in providing services that deter delinquent behavior in 10-17 year old Target Youths receiving services from the Service

Provider program.
<b>Data Source:</b> Texas Juvenile Probation Commission and PEIRS Database
<b>Methodology:</b> The numerator is the total number of unduplicated 10-17 year old Target Youths served in the Service Provider program during the performance period who were also referred to a county juvenile probation program while registered in the Service Provider program. An existing protocol for matching youth data maintained in the CYD database with youth data maintained by the Texas Juvenile Probation Commission will be used to establish the numerator. The denominator is the total number of unduplicated 10-17 year old Target Youths served in the Service Provider program during the performance period. Divide the numerator by the denominator, subtract this number from one, multiply by 100 and state as a percentage.

***Note: Performance measures, indicators and targets are set at the discretion of DFPS and Tarrant County, and may be changed at any time, but will not be changed without due notice from Tarrant County.***

**L. PROVIDER REPORTING REQUIREMENTS**

ACTIVITY	FREQUENCY	SUMMARY
Desk Review	Monthly Desk Reviews are scheduled with CYD Project Manager at the beginning of the contract. Consistent day and time is established for each provider. Meetings are typically scheduled during the week of the 6 <sup>th</sup> .	All reports, required forms, and billings will be submitted for the previous month. A designated representative must be present, and must be able to cover both fiscal and programmatic reports. These meetings are designed to increase collaboration among partners, provide training, address concerns, as well as provide information from CCC, DFPS and Tarrant County.

<p><b>Monthly Report</b></p>	<p>Due at monthly desk review.</p>	<p>Service Providers are required to complete the CYD monthly report. CYD provides a template for this narrative report.</p> <p><u>Report includes:</u></p> <ul style="list-style-type: none"> <li>• Contracted youth service goals</li> <li>• List and description of program classes &amp; activities conducted during month</li> <li>• List and description of parent engagement classes &amp; activities conducted during the month</li> <li>• List of collaborative meetings</li> <li>• List of outreach &amp; awareness efforts</li> <li>• Strengths &amp; successes</li> <li>• Program challenges</li> <li>• Monthly supervision of CYD staff</li> <li>• Youth referrals</li> <li>• Attachments of calendars, articles, flyers, announcements, etc.</li> </ul>
<p><b>Monthly Service Tracking Form (MST)</b></p>	<p>Due at monthly desk review.</p>	<p>Service Providers will be responsible for submitting accurate services for each participant on a monthly basis to Tarrant County. DFPS provides MST form.</p> <p><u>Report includes:</u></p> <ul style="list-style-type: none"> <li>• Registration ID (assigned by DFPS)</li> <li>• Client Name</li> <li>• Client Date of Birth</li> <li>• Number of service units per service type for the month</li> </ul> <p>MST must be signed by staff member for verification.</p>
<p><b>Sign-In Sheets</b></p>	<p>Due at monthly desk review.</p>	<p>Service Providers will be responsible for maintaining accurate sign-in sheets or attendance rolls for all youth participating in services. The service units signed by youth on the sign-in sheets must match the MST form submitted to CYD each month. Sign-in sheets are typically maintained on a monthly basis. Sign-in sheets must be signed by staff member present for verification.</p>

<p><b>Individual/group progress notes, materials/hand-outs used, and additional documentation as appropriate to the proposed program</b></p>	<p>Due at monthly desk review.</p>	
<p><b>Monthly Request for Payment and Expenditure Report Form (also know as Reimbursement Request)</b></p>	<p>Due at monthly desk review.</p>	<p>The CYD program operates on a <u>cost reimbursement basis</u>. Any program that receives CYD funding will be expected to submit upon request, all financial documentation to support the expenses being billed for, and that were incurred during the month for which the Reimbursement Request is made. Service Providers will be reimbursed for eligible and allowable expenses incurred and paid each month. <u>NOTE: The Reimbursement Request for Payment must be accompanied by the Receipt Tally and all associated supporting documents and any other information requested by Tarrant County to support payment.</u></p>
<p><b>Annual Report</b></p>	<p>Within 20 days of the end of the contract period.</p>	<p>Service Providers are required to complete the CYD annual report. CYD provides a template for this narrative report.  <u>Report includes:</u></p> <ul style="list-style-type: none"> <li>• Contracted service output goals &amp; achievements</li> <li>• Contracted service outcome goals &amp; achievements</li> <li>• Strengths &amp; successes</li> <li>• Program challenges</li> <li>• Training</li> <li>• Plan of operation</li> <li>• Evaluation</li> <li>• Complaints</li> </ul> <p>The report is required to be in narrative form, have graphs and photos of some of the youth activities (if applicable), and be submitted in a hard copy and electronic format to</p>



		Tarrant County.
--	--	-----------------

**M. AVAILABILITY OF FUNDING**

Funding for FY 2020 will be contingent on appropriations received from DFPS and the availability of funds from Tarrant County. Tarrant County estimates that CYD will provide service awards with the projected amount of \$300,000 to \$315,000 for the twelve (12)-month term. Tarrant County will likely contract with 4 to 7 Service Providers, and reserves the right to contract with the number of Service Providers it deems necessary to fulfil the CYD contract with DFPS.

Tarrant County estimates that CYD will provide 1 service award with the projected amount of \$42,772.12 for mentoring core services.

DFPS and Tarrant County do not guarantee funding at any level and may increase or decrease funds at any time during the term of the contract resulting from this procurement.

The method of payment is cost reimbursement. This means that only actual costs will be paid, and costs should only be billed after they have been billed to the Service Provider.

Match funds are not required for CYD.

Awarded Service Providers may not use funds received from DFPS to replace any federal, state, or local source of funds awarded under any other contract. Additionally, Service Providers may not use CYD funds as match (in-kind or cash match) for any other funding opportunity (grant application) in which the awarded Service Provider may be participating.

**N. STRATEGIC ELEMENTS**

**1. Contract Term**

The contract awarded under the procurement process for FY 2020 will be for a twelve-month period, beginning September 1, 2019, and ending August 31, 2020. Subcontracts will be chosen on information received from the CYD Community Strengths and Needs Assessment, grant guidelines, and other program factors.

**2. Contract Renewal**

At Tarrant County's discretion, and based on the Service Provider's performance, Tarrant County *may* renew these contracts for any determined length of time without the contracts being subject to further competition. This *may* include FY 2021 (September 1, 2020 – August 31, 2021).

Contract renewal is not automatic. Service Provider's prices must remain firm for the entire contract. Contracts may not be renewed when the Community Strength and Needs Assessment indicates a different prioritization of services; when required by DFPS in writing; when the Service Provider is not able to meet performance standards; and/or when it is in Tarrant County's best interest to do so. The items listed below are among the items Tarrant County may consider when determining, at its sole discretion, whether or not to renew a contract. This list is not intended to be all-inclusive. Tarrant County may decide to renew or not renew a contract for any reason including the following:

- Availability of funding
- Service Provider's compliance with the terms of the contract and performance
- Service Provider's compliance with renewal documentation and deadlines

### **3. Contract Elements**

The Texas Health and Human Services Commission (HHSC), on behalf of the Department of Family and Protective Services (DFPS), posted RFP No. 530-17-0002 for Community Youth Development (CYD).

Tarrant County submitted a proposal to HHSC to receive the CYD grant, which includes Fiscal Agent responsibilities and full funding for the program. This RFP for CYD Service Providers (subcontracts) is contingent upon Tarrant County receiving the CYD grant for FY 2020.

The term "contract" means the contract awarded as a result of this RFP and all exhibits thereto. At a minimum, the following documents will be incorporated into the contract: this RFP and all attachments and exhibits; any modifications, addendum or amendments issued in conjunction with this RFP; HHSC's Uniform Contract Terms and Conditions (HHSC UTCs), Version 2.12; DFPS Special Attachment to HHSC Terms and Conditions (DFPS STCs); and the successful Service Provider's proposal.

HHSC, DFPS, and Tarrant County reserve the right to negotiate additional contract terms and conditions. Respondents are responsible for reviewing the HHSC UTCs and the DFPS STCs noting any exceptions, reservations, and limitations on the Respondent Information and Disclosures form (*see Business Proposal, Section 4 - Certifications and Other Required Forms*).

### **4. External Factors**

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the RFP is subject to the availability of state and federal funds. As of the issuance of this RFP, Tarrant County anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, Tarrant County reserves the right to withdraw the RFP or terminate the resulting contract without penalty.

## O. LEGAL AND REGULATORY CONSTRAINTS

### 1. Delegation of Authority

State and federal laws limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

### 2. Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either a respondent or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's, DFPS's, or Tarrant County's determination, would actually or apparently conflict or interfere with the respondent's contractual obligations. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice; or
- provide the party with an unfair competitive advantage in future procurements.

Neither the respondent nor any other person or entity acting on its behalf, including but not limited to employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, respondents should carefully review the HHSC UTCs and the DFPS STCs for additional information concerning conflicts of interests.

A respondent must certify that it does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. Tarrant County will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in Tarrant County's disqualification of a proposal or termination of the contract.**

### 3. Former Employees of a State Agency

Respondents must comply with Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054 and 45 C.F.R. §74.43.). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, a respondent must certify that it has complied with all applicable laws and regulations regarding former state employees. Furthermore, a respondent must disclose any relevant past state employment of the respondent’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form (*see Business Proposal, Section 4 - Certifications and Other Required Forms*).

#### **4. State of Use Ideas**

Tarrant County reserves the right to use any and all ideas presented in a proposal unless the respondent presents a valid legal case that such ideas are trade secret or confidential information, and identifies the information as such in its proposal. A respondent may not object to the use of ideas that are not in the respondent’s intellectual property and so designated in the proposal that: (1) were known to Tarrant County before the proposal; (2) were in the public domain through no fault of Tarrant County; or (3) became properly known to Tarrant County after proposal submission through other sources or through acceptance of the proposal.

#### **5. Property of Tarrant County**

Except as otherwise prohibited in this RFP or the resulting contract, all products produced by a respondent, including without limitations the proposal, all plans, designs, software, and other contract deliverables, become the sole property of Tarrant County.

#### **6. Copyright Restriction**

Tarrant County will not consider any proposal that bears a copyright.

#### **7. INDEMNITY**

**THE SERVICE PROVIDER WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES FOR PHYSICAL DAMAGE TO PROPERTY OR INJURY TO PERSONS RESULTING FROM NEGLIGENCE OR MISCONDUCT ON THE PART OF THE SERVICE PROVIDER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR**

**SUBCONTRACTORS. IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY DUE TO THE NEGLIGENCE OR MISCONDUCT OF THE SERVICE PROVIDER, THE SERVICE PROVIDER WILL INDEMNIFY AND PAY FULL COST OF REPAIR, RECONSTRUCTION, OR REPLACEMENT, AT THE DISCRETION OF THE COUNTY. SUCH COST WILL BE DUE AND PAYABLE BY THE SERVICE PROVIDER WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE COUNTY OF THE AMOUNT DUE. THE TEXAS LEAD AGENCY AND COUNTY, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, AND REPRESENTATIVES CAN NEITHER AGREE TO HOLD THE SERVICE PROVIDER HARMLESS NOR AGREE TO INDEMNIFY THE SERVICE PROVIDER AND ANY PROVISIONS TO THE CONTRARY ARE VOID.**

**8. Minimum Insurance/Bond Standard**

**INSURANCE WILL BE PROVIDED FOR DIRECT DELIVERY OF PROTECTIVE SERVICES AND OTHER SERVICES UNDER CONTRACT. THE SERVICE PROVIDER WILL OBTAIN AND FURNISH PROOF OF THE FOLLOWING BONDING AND INSURANCE COVERAGE WITHIN FORTY-EIGHT (48) HOURS OF THE AWARD OF THE CONTRACT OR AT SUCH OTHER TIME AS MAY BE SPECIFIED BY THE COUNTY. THE COUNTY SHALL BE ADDED AS AN ADDITIONAL NAMED INSURED AND AN ENDORSEMENT OR DECLARATIONS PAGE, AS APPROPRIATE, SHALL BE PROVIDED TO THE COUNTY AS PROOF OF THE INSURANCE:**

- A. DISHONESTY BONDING UNDER A COMMERCIAL CRIME POLICY OR BUSINESS SERVICES BONDING, AT A TEN THOUSAND DOLLAR (\$10,000.00) MINIMUM; AND**
- B. COMMERCIAL GENERAL LIABILITY COVERAGE AT A THREE HUNDRED THOUSAND DOLLAR (\$300,000) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR (\$600,000) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH THIRTY DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.**
- C. IF SERVICE PROVIDER'S PROGRAM REQUIRES LICENSED PROFESSIONAL STAFF FOR THE IMPLEMENTATION OF THE PROGRAM, PROFESSIONAL LIABILITY INSURANCE IS REQUIRED FOR SUCH LICENSED PROFESSIONAL STAFF AT A THREE HUNDRED THOUSAND DOLLAR (\$300,000) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR (\$600,000) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH AMPLE WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.**

**ALL COVERAGE MUST BE WITH INSURANCE COMPANIES OR CARRIERS RATED FOR FINANCIAL PURPOSES "B" OR BETTER WHOSE POLICIES COVER RISKS LOCATED IN THE STATE OF TEXAS. ALL BONDS, POLICIES, AND COVERAGE DESCRIBED ABOVE WILL BE MAINTAINED DURING THE ENTIRE TERM OF CONTRACT AWARDED. LAPSE IN REQUIRED COVERAGE BY INSURANCE OR BOND WILL BE CONSIDERED BREACH OF CONTRACT WITH THE CONTRACT SUBJECT TO CANCELLATION.**

**IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO COMPLY WITH SECTION 10, THE SERVICE PROVIDER WILL PROVIDE THE COUNTY WITH TWO WRITTEN DENIAL LETTERS FROM DIFFERENT INSURANCE COMPANIES EVIDENCING THE SERVICE PROVIDER'S ATTEMPTS TO OBTAIN AND INABILITY TO OBTAIN THE REQUESTED INSURANCE. THE SERVICE PROVIDER WILL PROVIDE THIS INFORMATION TO THE COUNTY WITHIN TEN DAYS OF THE AWARD OF THE CONTRACT.**

**THE SERVICE PROVIDER WILL CONTINUE ATTEMPTS TO OBTAIN THIS INSURANCE ON AN ANNUAL BASIS. IN ORDER TO REMAIN IN COMPLIANCE, IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO OBTAIN INSURANCE, THE SERVICE PROVIDER WILL SUBMIT THE DOCUMENTATION REQUIRED BY SECTION 10 ON AN ANNUAL BASIS.**

**ALL REQUIRED INSURANCE POLICIES WILL INCLUDE AN ENDORSEMENT STATING THAT THE COUNTY WILL BE GIVEN THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR A MATERIAL CHANGE IN THE POLICY OR BOND.**

Tarrant County may waive all or part of this insurance requirement in its discretion.

**UNLESS OTHERWISE NOTED IN THIS CONTRACT, AND TO THE EXTENT THAT SERVICE PROVIDER DOES NOT HAVE OR MAINTAIN INSURANCE OR DOES NOT HAVE OR MAINTAIN SUFFICIENT INSURANCE, SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT SERVICE PROVIDER WILL BE SOLELY RESPONSIBLE FOR ANY LOSSES OR DAMAGES RELATED TO OR CAUSED BY THE SERVICE PROVIDER'S PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THIS CONTRACT. THE COUNTY WILL HAVE NO OBLIGATION TO REIMBURSE OR OTHERWISE PAY SERVICE PROVIDER FOR ANY COSTS INCURRED RELATED TO ANY SUCH LOSSES OR DAMAGES.**

The Service Provider will protect all physical property and equipment purchased under this contract and take appropriate measures to meet this obligation. The Service Provider must furnish the County with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including

circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the Service Provider will notify appropriate local law enforcement authorities.

Service Provider will provide any required documents without expense or delay to Tarrant County.

(The remainder of this page has been left intentionally blank)

## **Section II – CYD BUDGET AND BILLING INFORMATION**

### **A. BILLING PROCEDURES**

The basis for payment for services rendered under this contract is indicated in the service terms of the budget. Tarrant County is not obligated to pay unauthorized costs or to pay more than the allowable and actually incurred costs consistent with federal and state regulations. Service Providers are responsible for submitting bills in an accurate and timely manner for each service period. Billings should be submitted at the monthly desk review following the month in which services being billed for were delivered.

The method of payment is cost reimbursement. This means that costs should only be billed after they have actually been billed to the Service Provider. Costs should be billed to the month in which they were incurred, either on the primary billing voucher for that month or on a supplemental billing if they are not paid in time to include them on the primary voucher. Only one supplemental billing is allowed per month, and must be submitted to CYD by the designated due date.

For billing purposes, time sheets, payroll data, receipts, and detailed records must be submitted with the reimbursement billing to Tarrant County. Unallowable costs according to the contract will not be paid by Tarrant County or DFPS.

HUB requirement: If purchasing an item over \$500.00, Service Provider must obtain at least 2 quotes, with at least 1 quote from a HUB vendor. Service Provider must document: contact, date, time, and response. If an item is purchased from a HUB vendor, documentation must be submitted to CYD with monthly CYD Reimbursement Request (monthly billing).

### **B. OPERATING BUDGET**

Funds awarded through this RFP are intended primarily for services within the community, delivered via subcontract between the Fiscal Agent and local Service Providers. DFPS prefers operational costs to be limited to what is necessary to effectively and efficiently administer the program so that direct service dollars may be maximized and Service Providers who are able to minimize their operational expenses will be reviewed more favorably. The Operating Budget is the combined Administrative Costs and Program Costs required to deliver and oversee the program. Administrative Costs must not exceed ten percent (10%). Program Costs include costs associated with the CYD program (i.e. salary, fringe benefits, travel, training, supplies, facility costs, etc). Program costs may also include supplies and other expenses for conducting programmatic activities and outreach.

### **C. EMPLOYEE COMPENSATION**

Employee compensation must:



1. Compensate employees according to policy, program, and procedures that effectively relate individual compensation to the person's contribution to performance of the contract work; result in internally consistent, equitable treatment of employees; and effectively relate compensation paid within the organization to that paid for similar services outside the organization.
2. Keep time sheets on all employees and a supplemental time sheet for all employees who devote a portion of their time to the contract.
3. Provide job descriptions, and only hire or promote people who meet job qualifications.
4. Not bill and receive reimbursement from funding sources for more than 100% of an employee's total salary or work time.

#### **D. TIME SHEETS**

Time sheets must be submitted to your CYD Contract Manager for review and approval. Time sheets must be prepared at least monthly, and coincide with pay periods. They must account for the total activity for which the employee is compensated. Time sheets must include the following items required by Texas Administrative Code Title 40 Part 19 §732.240:

- Name
- Position/Title
- Date
- Beginning time
- Ending time
- Total time worked
- **Daily hours charged directly to each contract / funding source**
- Signature of employee and supervisor (can sign electronically)
- Accounting for paid and unpaid leave time

*Note: If separate timesheets are maintained for different funding sources, Service Provider must submit all timesheets for all funding sources. CYD must verify the percentage of time worked for the pay period.*

*Note: CYD will reimburse salary according to the actual number of hours worked, which is listed on the time sheets for each pay period (not according to the percentage of time or number of hours estimated in the budget).*

#### **Other Time Sheet Tips:**

- Direct care staff must be directly charged to a program based on actual time worked for any given pay period, as documented on the employee's time sheet.

- Time studies can only be used to allocate administrative time and cannot be used to allocate direct care time. Therefore, if an administrative employee also performs direct care duties, that employee must have a time or activity sheet.
- The specific guidelines for conducting a time study are:
  1. A baseline needs to be established for allocation purposes, by calculating daily time/effort recordings for an entire month from an employee's time sheets.
  2. Daily time sheets are then completed for a randomly-selected period throughout the remainder of the fiscal year. That "random-selected period" could be a randomly selected week each quarter, randomly selected two days per month, or other time period which would result in time sheets representing at least 20 days per year, in addition to the baseline.
  3. A Service Provider can use the results of the baseline time study for allocating the administrative employee's salary for the remainder of the year and make any necessary adjustments required from the results of the randomly-selected periods during the last month of the year or can allocate the employee's salary each month based on that month's time study.
  4. The time study methodology and procedures used must be in writing.
  5. The time study must be reviewed and updated on an on-going basis.

## **E. FRINGE BENEFITS (EMPLOYER'S SHARE)**

Fringe benefits are allowances and services provided by the organization to their employees as compensation, in addition to regular salaries and wages. Fringe benefits include, but are not limited to, employer contributions for: Social Security and Medicare, retirement, insurance, and unemployment benefit plans. The cost of fringe benefits is allowable (in proportion to the amount of time or effort employees devote to the grant funded project) and must represent the actual benefits paid for employees. Insurance costs must only include "Employee Only" expenses.

If more than one type of insurance is being covered (ex: dental, life, etc.) you must specify each type of insurance, and the rate. Formulas for each type of insurance will need to be included.

If an employee works 50% time on CYD, only 50% of the insurance cost will be reimbursed. The percent paid will equal the actual percent of time worked per pay period per employee.

The Service Provider must determine his responsibilities and comply with applicable state and federal laws and regulations to include the following:

- F.I.C.A. - Questions may be addressed to IRS.
- Federal Unemployment Taxes - Questions may be addressed to the IRS.
- State Unemployment Taxes - Questions may be addressed to the Texas Employment Commission.
- Health and Life Insurance - in proportion to percent of time spent on program.

- Worker's Compensation - Questions may be addressed to a qualified local insurance agency, State Board of Insurance or the State Industrial Accident Board.
- Retirement - in proportion to percent of time spent on program.

## **F. TRAVEL**

Service Provider's travel expenses, which include but may not be limited to, transportation, lodging, meals, and incidental expenses and comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Lodging and per diem rates are based on approved Texas rates for in-state travel and GSA rates for out-of-state travel.

Certification of travel expenses incurred by staff while performing official contract business must be documented.

Mileage is computed at agency rate, not exceeding the state or county rate currently in effect. Mileage/travel to and from home is not included, but mileage/travel on agency business may be reimbursed. For audit purposes, Service Providers must keep copies of completed travel forms on file. *Mileage should be billed based on the month the mileage was incurred.*

## **G. TRAVEL LOGS**

Travel logs must be submitted to your CYD Contract Manager for review and approval. Travel logs must be prepared at least monthly, and coincide with payments to the employee/volunteer. Travel logs must include the following items required by Texas Administrative Code Title 40 Part 19 §732.243:

- Employee/Volunteer name
- Purpose for the trip
- Points of departure and arrival (must include address with ZIP code)
- Times of departure and arrival
- Mileage for trip (using Mapquest for verification)
- Certification that travel expenses were incurred by staff while performing official contract business
- Signature of employee and supervisor (can sign electronically)

### **Other Travel Log Tips:**

- The actual street address (including ZIP code) of all destinations must be included on the travel log itself. Use of legends is not acceptable. DFPS monitors must be able to review travel logs during on-site monitoring without undue effort. Travel logs must include all relevant information in conjunction with case files and other contract records.

- Mileage on travel logs must show a breakdown from point to point and may not calculate only the mileage for the round trip.

## **H. MATERIALS AND SUPPLIES**

Materials and supplies are tangible items necessary to carry out the project. This includes general office supplies, maintenance supplies, program supplies, food, t-shirts, outreach materials, and any equipment items with a purchase price below the lesser of \$5,000 or the capitalization threshold of the provider, per item.

Items normally considered being equipment but which cost less than \$5,000 (or the providers cost threshold for equipment, if a lesser amount) should be entered under Materials and Supplies, even though their life expectancy is more than one year.

## **I. CYD GUIDELINES FOR ALLOWABLE FOOD COSTS**

### **Food Costs for Clients**

The Texas Administrative Code states that food expenses for clients may be considered direct costs and budgeted in contracts, but must follow federal guidelines found in Office of Management and Budget (OMB) – 2 CFR 200. Basic Guidelines found in the OMB state that to be considered allowable under federal awards, costs must be “necessary and reasonable for proper and efficient performance and administration of the award” (refer to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Following these guidelines, the Division of Prevention and Early Intervention (PEI) of the Texas Department of Family and Protective Services (DFPS) allows the costs of snacks and meals only when they are a necessary but subordinate part of the delivery of prevention and early intervention services. Food costs must be shown as necessary to carrying out the purpose of the award. For CYD, this means they must be a necessary cost of providing juvenile crime prevention services. After school programs are the most common example of a CYD service during which food for clients, in the form of an after school snack, may be a reasonable cost. Recognition ceremonies celebrating the successes of clients may also incur reasonable food costs. Food and meal costs for clients are unallowable when they become the central service provided or when the service might have been offered at another time. Banquets are not an allowable food cost. A trip to a restaurant could be considered an entertainment cost, which is strictly unallowable.

DFPS recognizes that program staff working with disadvantaged clients may become aware of children who do not receive regular meals. Community Youth Development funding cannot meet all of a client’s needs. There are other funding streams and programs that can provide food, just as there are other programs to provide medical care, clothing, etc. Additional resources may be identified to address these needs or clients may be referred to other programs.

DFPS also wants to distinguish community events from services to clients. Many CYD sites hold community meetings and events in order to promote CYD programs, recruit participants and seek community input in conducting the strengths and needs assessment. Essential costs associated with coordinating these events, such as staff time, copying and mailing of flyers, and supplies may be allowable contract costs when the purpose of the event is to further the goals of the CYD program. Reasonable food costs may be considered for community events that provide outreach to potential CYD clients. All community events sponsored with CYD money must be described in the plan of operation and the costs must be clearly outlined in the budget and budget narrative. No food costs for community events will be allowed unless specifically approved as food costs by DFPS in the budget or a budget amendment.

As a guide, CYD Service Providers should consider the following when budgeting and requesting reimbursement for food costs for clients:

1. Are the food costs an essential cost of providing CYD services?
2. Would a snack or meal normally be served during the hours the service is being provided?
3. Could a service or activity be planned so that it avoids occurring during mealtime?
4. Is the food provided nutritious?
5. Is the cost of the food a prudent use of CYD money? In other words, would a reasonable person recognize those making cost decisions as good stewards of public monies?
6. Could food costs be donated to support the maximum use of CYD funds for service delivery?

### **Food Costs for Staff**

According to the Texas Administrative Code (TAC), meal costs for employees can be reimbursed only if eating at a facility with clients is a condition of employment or when incurred during approved travel while performing services under the contract. Employee meal costs are allowable only in conjunction with overnight travel of more than 50 miles from their office or residence.

## **J. EQUIPMENT**

OMB – 2 CFR 200, defines Equipment as follows: “Equipment means an article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the

capitalization level established by the organization for the financial statement purposes, or (b) \$5,000.00”

***All equipment must be included in the original budget within the approved contract, or a written approval from Tarrant County and DFPS is required prior to purchase of equipment item. The definition of equipment is based on the Service Provider’s adopted capitalization policy.*** A request to purchase such an item of equipment must include the provider’s legal name, the contract number, a brief description of each item included in the request; and a brief description of the proposed basis for procuring each item (e.g., competitive bid, market price, etc.).

If the cost of leasing the equipment exceeds the purchase price over the life of the contract, the provider must purchase the equipment (DFPS Rule 40 TAC §732.246). All equipment must be purchased through a recorded bid process and tagged, numbered, and inventoried by the subcontractor. All tagged property must be disposed of only in accordance with Tarrant County and DFPS instructions. Equipment should not be tagged “CYD” – it is the property of the provider during the contract, and the agency has an equitable interest.

**If applicable, providers must indicate allocation for each piece of equipment to reflect percentage of use for each program funded by CYD.**

#### **1. Equipment Purchases:**

- a. Equipment is defined as an article of tangible personal property, and having a useful life of one or more years. The agency’s policy and definition of an equipment item supersedes the Tarrant County or DFPS established definition.
- b. The Fiscal Agent (Tarrant County) will rule if it is unclear if an item is considered equipment.
- c. Equipment included in a budget should be of adequate quality and of reasonable cost in relation to the service to be purchased. Reasonable cost should be a joint agreement between the subcontractor and the Fiscal Agent.
- d. Subcontractors are prohibited from billing equipment costing \$5,000 or more per unit as a direct charge to the contract. In cost reimbursement contracts, subcontractors must use depreciation or use charges to budget equipment costing \$5,000 or more.
- e. If equipment (tangible personal property) has been paid for through a cost reimbursement contract or through federal or state funding sources, the subcontractor may not bill additional depreciation or use charge to the contract.
- f. Equipment purchased through the contract is subject to an equitable claim by the state and the federal government. Subcontractors are accountable for that equipment purchased through the contract. The disposition of equipment is made according to appropriate regulations and departmental policies.
- g. For equipment purchased through a cost reimbursement contract, the subcontractor must return to the department at the end of the contract the

value of the equitable claim on the equipment vested in the state and federal government. The department's share of the equipment may be returned to the department or (if the sale of equipment option is used), the department's share of the sale proceeds after deducting the cost of the sale must be submitted to the department.

- h. For equipment costing \$1,500, three (3) bids are required. Bids must be obtained to justify the expense and included in the proposal. Verification of the bids obtained must be accessible for auditing and monitoring purposes.

## **2. Equipment Rentals:**

- a. Rentals should be reasonable in light of rental costs of comparable property.
- b. Rental costs under sale and lease-back arrangements are allowed only up to the amount of depreciation or the charge that would be allowed had the contract agency continued to own the property.
- c. Rental costs under less than arms length leases are allowed only up to the amount that would be allowed if the subcontractor held the title the property.
- d. Rental costs under leases that create a material equity in the leased property are allowed only up the amount that would be allowed had the organization purchased the property on the date the lease agreement was executed.

## **K. OTHER COSTS**

Other allowable direct costs not listed in any of the above categories are to be included in the other costs category.

### Types of Other Expenses:

Field trips fees

Liability Insurance

Postage

Printing

Space rental

Staff training

Telephone

Utilities

Rental costs (ex: leased items not meeting equipment definition, single rentals of vans or busses)

### Unallowable Costs:

Taxes, gratuity, tips and delivery fees

Fees for background checks

Advertising

Bad Debts

Bidding or proposal Costs

Capital expenditures

Contingencies

Contributions and donations by the subcontractor

Entertainment  
Excess facility costs  
Interest and investment counsel costs  
Fundraising  
Losses on other grants or contracts organization or reorganization  
Public Information Service, except as specified in the contract and publications

**Entertainment costs. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget or with prior written approval from Tarrant County. Respondent should provide assurances that all field trips have an educational benefit or assist with meeting the goals of the CYD Program and the field trips not expose the participants to any safety risks.**

Space, Utilities, and Other Facility Cost Information:

The calculation of rental costs must be in accordance with the Texas Administrative Code Title 40 Part 19 §732.251:

- Subcontractor must specify the number of square feet and cost per square foot of its rental space
- The total area must be reasonable for the number of staff and clients served
- Shared facilities must allocate the cost on the basis of square footage used by each program
- Other shared facility costs such as utilities, maintenance services, repairs, and insurance must also be allocated based on the percent of space occupied by the program.

*Note: For space occupied by staff who are allocated between multiple programs, remember to apply the percent FTE to the utilized space. For example, if an employee occupies a 150 square foot office and works 50% time on the CYD contract, the office would be allocated to the contract at 75 square feet.*

## **L. INDIRECT COSTS**

OMB – 2 CFR 200 defines indirect costs are, “costs that cannot be identified specifically with a particular final cost objective and are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved.” Indirect costs must be allocable to the program/contract.

Costs to provide services may be either direct *or* indirect. Once a cost is classified as a direct cost, it may *not* be reclassified as an indirect cost (and vice versa) for the specific program/funding source nor any other program/funding source. Therefore,



in no circumstances can the exact same cost be considered both direct and indirect. In addition, both direct costs and indirect costs require a cost allocation methodology to ensure that each program/funding source receives its fair share of the total costs that benefit the program/funding source. Refer to OMB – 2 CFR 200 for the requirements for negotiating and establishing an indirect cost rate.

If your agency has a current approved indirect rate, from either your federal cognizant agency (the agency from whom you receive the most direct federal funds) or state-level agency from whom you receive the most pass-through federal funds (if you receive no direct federal funds), please submit the approval letter from that agency as well as the supporting documentation on which their approval was based. If you do not have an approved indirect rate and are interested in establishing one, please contact a representative from the appropriate cognizant agency as described above.

Tarrant County staff must review indirect cost rates to ensure that our programs are receiving their fair share of costs. An indirect cost allocation method approved by another state agency or program is *not* automatically approved by Tarrant County. Please also note that Tarrant County may negotiate reimbursement of the indirect costs at a lower rate than the approved rate.

## **M. DEPRECIATION INFORMATION**

Subcontractors may be compensated for certain costs related to the use of buildings, capital improvements, and usable equipment through depreciation. The calculation of depreciation must be in accordance with OMB – 2 CFR 200, as applicable, and the Texas Administrative Code Title 40 Part 19 §732.247. The depreciation scheduled set up by your fiscal staff should be submitted to your Fiscal Agent if you have included these costs in your budget.

### Other Reminders and Information:

- Subcontractors may not use depreciation for the cost of land.
- Depreciation on assets donated by third parties is allowable, subject to ownership requirements and donor conditions.
- A subcontractor must exclude from the computation of depreciation the cost or any portion of the cost of buildings and equipment borne by or donated by the federal government, no matter where the title was originally vested or where it presently resides.
- A subcontractor must not combine or change depreciation methodology unless approved in advance.
- A subcontractor is not allowed depreciation, rental, or a use charge on any assets that have been fully depreciated. (40 TAC 732.247)
- Charges for depreciation must be supported by adequate subcontractor property records, and physical inventories must be taken at least once every two years.
- The straight-line method of computing depreciation must be used and must be consistently applied for any specific asset or class of assets.

## SECTION III – PROPOSAL DEADLINE AND SUBMISSION

### A. PROPOSAL DEADLINE

Proposals must be submitted in sealed envelope or container clearly labeled “CYD Request for Proposal FY 2020.” One (1) original and six (6) single-sided hard copies, along with one (1) electronic copy (portable media – thumb drive) must be submitted. The proposal must be received by Tarrant County – Community Youth Development Program, **no later than 12:00 p.m. CST, July 10, 2019.** Late proposals WILL NOT be accepted.

### B. SUBMISSION

1. Proposals that are not submitted in a sealed container will not be considered. Proposals can be mailed or hand-delivered. Electronic or facsimile proposals will not be accepted. When submitting a sealed proposal, use the address shown below.
2. It is the responsibility of the respondent to ensure that the proposal is delivered to the entity shown below by the required deadline. **The respondent must retain and be able to submit proof of receipt or certified mail delivery if mailing applications.**

<b>Address Hand Delivery, US Mail or Courier Service</b>
Tarrant County
Community Youth Development
2100 N. Main Street, Suite 230
Fort Worth, Texas 76164
ATTN: Jodi Newton, CYD Project Manager

(The remainder of this page has been left intentionally blank)

## **SECTION IV - PROPOSAL PROCESS**

### **A. TARRANT COUNTY AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS RFP**

Tarrant County will post all official communication regarding this RFP to the Tarrant County Public Health website. Tarrant County reserves the right to revise the RFP at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addendum issued by Tarrant County. Respondents should check the <http://health.tarrantcounty.com> website frequently for notice of matters affecting the RFP.

### **B. SERVICE PROVIDER BIDDERS' CONFERENCE**

Date: **March 5, 2019**

Time: 9:00 a.m. – 12:00 p.m.

Address: Tarrant County Public Health Department  
1101 S. Main Street  
Fort Worth, Texas 76104  
Snow Classroom

### **C. WRITTEN QUESTIONS**

All questions and comments regarding this RFP must:

- Be submitted electronically to the Fiscal Agent Point of Contact, or submitted at the Bidders' Conference;
- Reference the appropriate RFP page and section number;
- Be received no later than March 15, 2019; 12:00 p.m. CST
- Faxed to 817-740-4373 or emailed to [jdnewton@tarrantcounty.com](mailto:jdnewton@tarrantcounty.com)

All communications relating to this RFP must be directed to the Fiscal Agent Point of Contact, and submitted in writing. Failure to comply with these requirements may result in proposal disqualification.

Respondents must notify Tarrant County of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline for submitting questions and comments. If a respondent fails to notify Tarrant County of these issues, it will submit a proposal at its own risk, and if awarded a contract: (1) shall have waived any claim of error or ambiguity in the RFP or resulting contract, (2) shall not contest Tarrant County's interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief or time by reason of the ambiguity, error, or its later correction.

### **D. RESPONSE TO QUESTIONS**

Questions received after the due date may be reviewed by CYD, but will not receive a response.

CYD will post responses to written questions on the <http://health.tarrantcounty.com> website by March 18, 2019. Once posted on the website, responses are binding on both CYD and any respondents.

All questions received may not be answered. CYD may combine similar questions prior to responding and amend answers prior to the response submission deadline. CYD reserves the right to review questions, and determine applicability prior to inclusion on the posted Question and Answer document.

## **E. INTENT TO APPLY**

Interested respondents should submit a Letter of Intent (LOI) to apply no later than April 1, 2019. There is no specific LOI form. LOI can consist of an email, or a letter on agency letterhead emailed, faxed or mailed to the CYD Project Manager.

Email: [Jdnewton@tarrantcounty.com](mailto:Jdnewton@tarrantcounty.com)

Fax: 817-740-4373

Address: 2100 N. Main St., Suite 230 Fort Worth, Texas 76164

Letters of Intent will allow Tarrant County to determine the number of days necessary to review the proposals. It is the responsibility of the respondent to ensure that the LOI is delivered to the individual listed above by the required deadline. If only one agency submits a LOI for this Request for Proposal, Tarrant County reserves the right to contract with that agency if the agency is eligible, submits a complete proposal, and complies with other identified proposal requirements.

## **F. SCREENING**

Tarrant County will review all proposals received by the deadline, and negotiate their plan of services and budget for FY 2020. Tarrant County reserves the right to negotiate all aspects of the application, including partial or probationary funding. A respondent's failure to address or meet any mandatory requirements in a proposal may be cause for Tarrant County's rejection of the proposal.

### **1. Responsive Proposals**

Proposals will be considered responsive that:

- a. Have programs as defined in this RFP, and that identify the prevention of juvenile delinquency as the primary participant outcome.
- b. Meet the service description requirements.
- c. Meet all proposal requirements and are received at the proper location by the deadline, date and time.

- d. Address problems and issues of at-risk youth and develop positive assets in youth and their families that live in and/or attend school in the 76106 and 76164 ZIP codes area.
- e. Are community-based in the 76106 and 76164 ZIP codes, well coordinated, and have a plan for safe passage.
- f. Are culturally competent, relevant, and responsive to cultural, ethnic and linguistic preferences of the target population.
- g. Serve 76106 and 76164 youth directly. No CYD funding will be used to support youth or their family members who do not meet CYD eligibility requirements.
- h. Will be completed in its entirety within the time period of September 1, 2019 to August 31, 2020.
- i. Are able to show measurable outcomes resulting specifically from services, programs, and activities rendered during the contract period.
- j. Delivered by agencies or organizations that have experience in providing youth services.
- k. Utilize creative financing mechanisms to ensure the maximum cost-effectiveness and efficiency.

## 2. Non-Responsive Proposals

A proposal will be considered non-responsive and will not be considered further when any of the following conditions occur:

- a. The proposal is received **after 12:00 p.m. CST on July 10, 2019.**
- b. The respondent fails to submit one (1) original and six (6) single-sided hard copies, along with one (1) electronic copy (portable media – CD or thumb drive) of the proposal and related attachments.
- c. The respondent's proposal does not contain all parts of the proposal requirements.
- d. The respondent fails to agree to all assurances and requirements, or fails to provide and sign the required certifications.
- e. Significant portions of the respondent's responses are not typewritten and clearly legible.
- f. The respondent's request for funds exceeds allowable amounts listed in *Section I, M. Availability of Funding.*
- g. The respondent fails to use required forms.
- h. The respondent does not meet all the requirements listed in the RFP.
- i. The respondent does not provide proof of how the proposed program meets the community funding priorities and aid in preventing juvenile delinquency.

Failure to meet all requirements of this RFP process will adversely affect the completion of the RFP process. However, if the requirement that is not met is considered a minor irregularity or inconsequential variation, Tarrant County may make an exception and the proposal will be considered responsive. This may occur only if the variation has negligible significance to price, quality, or quantity of delivery of services.

## G. EVALUATION PROCESS

Tarrant County will evaluate proposals based on the following best value criteria.

Corporate Background and Experience	20%
Plan of Operation	60%
Budget	20%

The proposal must set forth full, accurate, and complete information as specified. All proposals will be reviewed and services negotiated based upon information provided in the proposal. Tarrant County will review the proposal and negotiate services and funding allocations. Tarrant County reserves the right to also utilize other data, cost reports, prior experience with the provider, and agency records in the evaluation process.

**Respondents should NOT assume that the reader of their proposal is familiar with their specific operation. Requests for information in this RFP should be answered fully, in order and in accordance with the specified instructions.**

As part of the evaluation process, Tarrant County staff may choose to validate any aspect of the proposal. Validation may consist of on-site visits, review of records, and/or confirmation of the information with the respondent and/or third parties. The results of the review of the proposal, respondent's past performance, and funding availability will aid Tarrant County in determining grant allocations.

In accordance with 1 TAC §391.131, the following best value factors will be considered in making any contract award:

- The extent to which the services meet the needs of the 76106 and 76164 community;
- Indicators of probable respondent performance under the contract such as past respondent's performance, respondent's financial resources and ability to perform, and respondent's experience and responsibility;
- The acquisition price; and
- The extent to which the services meet the needs of the clients for whom the services are being purchased.

## H. SELECTION & NEGOTIATION

Negotiations with Service Providers may be held at the sole discretion of Tarrant County. The purpose of the negotiation will be the development of final contracts with Tarrant County. CYD Project Manager will complete contract negotiations based on the service details shared in the submitted proposal.

All Service Providers will be contacted for negotiation on or before July 12, 2019. All negotiations are **confidential prior to the contract being awarded**.

All proposals are subject to the Public Information (Open Records) Act and Tarrant County is bound by the decisions of the Attorney General under that Act. Respondents are, therefore, encouraged not to place proprietary information that should remain confidential in the proposals. If it is absolutely essential to do so, the respondent must clearly indicate on each page that contains such material, that the material is confidential under the Texas Public Information Act (formerly the Open Records Act), must state the sections of that Act which allow this information to be confidential, and must stipulate the specific and detailed reasons why the stated section of the Act applies to the particular proposal information submitted. Vague and general claims to confidentiality will not be honored. Respondents should be aware that Tarrant County can not independently determine the confidentiality of such information. If the information is marked confidential, all Tarrant County can do is present the material to the County's District Attorney's Office for a determination as to whether or not the material can be released. There is a presumption in favor of making information relating to state contracts public. The successful Service Provider's proposal will become part of the contract.

Tarrant County has sole discretion and reserves the right to reject any and all offers received in response to this RFP and to cancel this procurement if it is deemed to be in the best interest of Tarrant County to do so. Tarrant County has the discretion to fund any proposals at the maximum or minimum contract dollar amount. Issuance of this RFP in no way constitutes a commitment by Tarrant County to award a contract or to pay costs incurred by a respondent in the preparation of a response to this RFP. Tarrant County reserves the right to not fund any proposal if a qualified proposal is not submitted. Tarrant County will determine the level of funding for the Service Provider(s) selected. If no acceptable proposals or subcontract is entered into as a result of this RFP, Tarrant County intends to procure by competitive means in accordance with the law.

(The remainder of this page has been left intentionally blank)

## **SECTION V - ADMINISTRATIVE INFORMATION**

### **A. RIGHT TO AMEND OR WITHDRAW PROPOSAL**

A Service Provider has the right to amend or withdraw from consideration its proposal at any time and to any degree by written amendment to the CYD Project Manager *prior* to **5:00 p.m., CST, July 10, 2019**. Written, faxed or emailed requests for withdrawal must be made to the Fiscal Agent Point of Contact.

### **B. BINDING PROPOSAL**

The Fiscal Agent offer made will be firm and binding, at the option of Tarrant County, through the effective date of the contract issued pursuant to this procurement. A Service Provider guarantees the delivery of all services as specified in this contract, at the cost outlined in its response, as submitted, through the effective date of the contract issued pursuant to this RFP.

### **C. CONTRACTOR LIABILITY**

The liability protections available to CYD staff as County employees, including representation by the Tarrant County District Attorney's office in lawsuits, do not extend to staff of its subcontractors. All subcontracts must hold DFPS and Tarrant County, its officers, employees, and agents harmless for payment of services performed by the subcontractor and to indemnify Tarrant County, its officers, employees and agents from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by contractor under a contract resulting from award of this subcontract.

### **D. COSTS INCURRED**

Respondents understand that issuance of this RFP in no way constitutes a commitment by Tarrant County to award a contract or to pay any costs incurred by a respondent in the preparation of a response to this RFP. Tarrant County is not liable for any costs incurred by a respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing proposals, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a respondent are entirely the responsibility of the respondent, and will not be reimbursed in any manner by Tarrant County.

### **E. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) GUIDELINES**

In accordance with Tarrant County ordinance for Historically Underutilized Businesses, Tarrant County strongly encourages applications from Minority and Women Owned Business Enterprises (M/WBEs) and Disadvantaged Business Enterprises (DBE). The County's policy reads as follows:



*Tarrant County to provide equal opportunities to all subcontractors, and to redress the discrimination found in the Tarrant County marketplace and in public contracting against minority-and women-owned and disadvantaged business enterprises. W/WBEs and DBEs are encouraged to participate in Tarrant County's bid process. The Purchasing Department and the CYD Project Manager will provide additional clarifications regarding guidelines, assistance with proposal forms, and further explanation of the Community Youth Development (CYD) procurement process to those subcontractors who request it. Tarrant County seeks to encourage their full participation in all phases of County's procurement activities and to afford them a full and fair opportunity to compete for all County's contracts.*

The purposes and objectives are as follows:

1. To provide opportunities for MBEs and WBEs to broaden and enhance their range of capacities to do business with the county.
2. To provide opportunities for MBEs and WBEs to serve as subcontractors for the supply of goods and services to the county.
3. To administer this program in a manner consistent with applicable federal and state law.

#### **F. SUBCONTRACT REQUIREMENTS**

1. Before a subcontract may be awarded to a Service Provider, the following conditions must be met:
  - a. The Service Provider agrees to accept and abide by all terms and conditions of the prime contract between the DFPS and the Fiscal Agent (Tarrant County).
  - b. The subcontract contains a clause requiring the Service Provider to accept and abide by all relevant terms and conditions in the contract between the DFPS and the Fiscal Agent.
  - c. The Service Provider's proposed prices are reasonable for the type and amount of services purchased.
2. The executed subcontract must clearly detail the scope of the work to be performed, remuneration, and other terms and conditions that structure or define the relationship with the Fiscal Agent.
3. Service Provider must provide direct services; may not subcontract.

(The remainder of this page has been left intentionally blank)

## **SECTION VI - PROPOSAL CONTENT AND PREPARATION**

### **A. GENERAL INSTRUCTIONS**

1. Respondents should assume the readers of their proposals are not familiar with their specific organization, program, or method of operation;
2. All sections/questions on forms should be answered completely and thoroughly;
3. All forms and attachments should follow the exact order detailed in the RFP (see *Section VII – Proposal Checklist*);
4. Service specifications listed in this RFP and all parts of the respondent's proposal, as accepted for award of the contract, become part of the final contract by reference, and are binding; and
5. All program goals, objectives, outputs and outcomes should be realistic.

Failure to comply with the specifications of this RFP will result in the proposal being delayed and/or not funded.

### **B. INSTRUCTIONS FOR PREPARATION**

1. One (1) original and six (6) hard copies, along with one (1) electronic copy (portable media – CD or thumb drive) of the proposal and related attachments must be submitted;
2. Clearly legible;
3. Attachments must be clearly labeled as "Attachment \_\_\_");
4. Organized in the sequence listed in the RFP (*See Section VII – Proposal Checklist*);
5. Responsive to all RFP requirements;
6. Single-sided and typed on 8 ½" x 11" white paper;
7. Single spaced, and Arial font, 12 pt. for normal text, no less than 10 pt. for tables, graphs and appendices; and
8. Secure proposal with a pressure clip (do not use binding that would mar the proposal pages or makes the application difficult to disassemble).

*Do not include materials or pamphlets or other items (i.e. letters of recommendation) not specifically requested in this RFP. No partial or incomplete responses will be accepted.*

## C. FORMAT AND CONTENT

Items to be included in the proposal:

Part 1 – Business Proposal

Part 2 – Cost Proposal

### **PART 1 – BUSINESS PROPOSAL**

The Business Proposal must include the following sections:

#### **Section 1 – Executive Summary (1 page maximum)**

In this section, condense and highlight the content of the Business Proposal to provide Tarrant County with a broad understanding of the respondent’s approach to meeting the RFP’s business requirements. The summary must demonstrate an understanding of CYD’s goals and objectives of this procurement.

#### **Section 2 – Corporate Background and Experience (complete form)**

#### **Section 3 – Plan of Operation (complete form)**

#### **Section 4 – Certifications and Other Required Forms**

1. Include Respondent Information and Disclosure Form as ATTACHMENT K; and
2. Include CCR Duns Form as ATTACHMENT L.

**Additional HHSC, DFPS, and Tarrant County required forms will be completed and signed after award for those organizations selected for funding.**

### **PART 2 – COST PROPOSAL**

The Cost Proposal must include the following sections:

#### **Section 1 – Budget (complete form)**

The cost of services is used to evaluate each proposal. Use **Budget Form 2030** to provide cost information for each proposed program/service, and include description (justification/explanation) for each budget line item in the “Methodology for Contract Budget Narrative” column. Do not substitute any other budget forms or amend.

FY 2020 Budget (September 1, 2019 – August 31, 2020)

- Print “Form 2030” tab, and sign/date (1<sup>st</sup> page of Budget).
- Print “Subcontractor Proposed Budget” tab (2<sup>nd</sup> page(s) of Budget).

*Note: Leave “Budget Transfer Details” tab blank and do not print for attachment.*

Respondents must base their Cost Proposals on their plan of operation. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Cost Proposal. Tarrant County reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by Tarrant County.

Respondents must separately identify and describe any value-added benefits, cost-savings and cost-avoidance methods and measures, that it proposes to employ, and the effect of such methods on the Cost Proposal and plan of operations in its response.

The following budget specific information is provided to assist respondents in budget planning and preparation:

1. Budget must not exceed allowable amounts listed in *Section I, M. Availability of Funding*.
2. Costs shared between programs must be budgeted using your Cost Allocation Plan.
3. Budget calculations should use two decimal points.
4. Budget calculations should use exact expense figures. Please do not round up or down.
5. “Methodology for Contract Budget Narrative”. For each line item, please provide a short explanation (**including formula**) of the proposed expense in this column in the “Proposed Budget” Tab.

### **Budget Form 2030 Instructions:**

#### **1. Personnel-Salaries:**

- a. Complete “Subcontractor Proposed Budget” Tab first. “Form 2030” tab will automatically populate with category amounts.
- b. Job titles should be entered in Column A (**must match plan of operations and job descriptions**). Indicate if each position is Full-Time (FTE) or Part-Time (PT).  
*Example: Program Specialist (FTE)*
- c. Formulas should be included for all positions, and identification if position is salary or hourly, under “Methodology for Contract Budget Narrative.” If hourly, indicate rate per hour.  
*Example: Salary: \$4,025.00/month @ 33.42% time x 12 months = \$16,141.86*  
*Example: Hourly - \$15.39/hour: \$2,667.00/month @ 33.42% time x 12 months = \$10,695.74*
- d. Complete “Allocations” (Columns E – H), and Column B will automatically calculate. Do not remove formulas in Column B.
  - i. Total Salary (Column E) = Total Annual Salary
  - ii. # Employees (Column F) = number of employees working that position at the same rate. If rates differ, you must put each position on a different line.
  - iii. % Time Allocated to CYD Contract. Estimate the % of time the position will work with CYD program. *Note: Salary will be reimbursed monthly according to timesheets, and actual time worked by the employee (not what is indicated in budget).*

- e. Proposed Salary Increases must be included with your initial budget. Salaries cannot increase once your contract budget is approved. **Any raises MUST be included in your original budget.**

*Example: If you have an employee currently earning \$2,600.00 per month, and you project a salary increase four months after contract execution (Jan 1), resulting in a monthly salary of \$2,700.00 per month, then please list the position twice, the first line would list the position for 4 months at \$2,600.00 per month, and the second listing would be for 8 months at \$2,700 per month.*

## 2. Fringe:

- a. Formulas should be included under “Methodology for Contract Budget Narrative” for all Fringe line items.

*Example: \$20,000.00 Total Salaries @ 7.65% FICA = \$1,530.00*

*\$20,000.00 Total Salaries @ 3% Retirement = \$600.00*

- b. Fringe will be reimbursed monthly according to amount/rate actually paid by Service Provider (not what is indicated in budget).
- c. If benefit will only be paid to selected positions, please indicate which positions receive the benefit under “Methodology for Contract Budget Narrative.”
- d. Federal Insurance Contribution Act (FICA), is currently calculated at 7.65% (max).
- e. Texas Unemployment Compensation Act, (TUCA) calculations restart with each calendar year and is assessed on the first \$9,000 earned per calendar year (not fiscal year).

## 3. Travel:

- a. Formulas should be included under “Methodology for Contract Budget Narrative” for all Travel line items.

- b. Mileage line item is local mileage for CYD staff to conduct CYD program.

*Example for Mileage: 20 miles/month x \$0.545/mile x 12 months = \$130.80 (local mileage for Program Specialist to conduct CYD program groups)*

- c. Meals, Lodging and Misc Transportation are line items for CYD staff travel for training, conferences or YAC Youth Summit. Out of state travel must be pre-approved by DFPS and Tarrant County Commissioner’s Court. Include name and location of event, number of staff, number of days/nights, cost, etc.

*Example for Lodging: PIP Conference in Austin for 2 staff: \$150.00/night x 2 nights = \$300.00*

## 4. Supplies and Controlled Assets:

- a. Each expense must have it’s own line item.

*Examples: Program Supplies, Office Supplies, T-Shirts, Food, etc.*

- b. Formulas should be included under “Methodology for Contract Budget Narrative” for all Supplies line items.

*Example for Program Supplies: \$20.00/month x 12 months = \$240.00 (Including but not limited to: curriculum, books, craft supplies, recreational supplies, project supplies, etc.)*

*Example for Office Supplies: \$20.00/month x 12 months = \$240.00 (Including but not limited to: file folders, pens, pencils, paper clips, staples, and copy paper)*

*Example for T-Shirts: \$5.00/t-shirt x 150 youth = \$750.00 (Program t-shirts for participating youth to wear during community events and field trips. Cost will include design fee, t-shirts, and printing)*

*Example for Food: \$100.00/month x 12 months = \$1,200.00 (Programs are facilitated at dinner time and in the after-school hours; therefore dinner or snacks will be served to program participants)*

**5. Capital Equipment:**

- a. Only list equipment greater than \$5,000.00.

**6. Other:**

- a. Each expense must have it's own line item.

*Examples: Field Trip Fees, Transportation, Outreach, etc.*

- b. Formulas should be included under "Methodology for Contract Budget Narrative" for all Other line items.

*Example for Field Trip Fees: \$50.00/month x 12 months = \$600.00 (Educational field trips and service learning projects fees)*

*Example for Transportation: \$75.00/month x 12 months = \$900.00*

*(Transportation for educational field trips and service learning projects includes: gas for van, bus rentals and parking fees)*

*Example for Outreach: \$20.00/month x 12 months = \$240.00 (Website, flyers, promotional materials for program outreach)*

**Section 2 – Cost Allocation Plan**

If the respondent has more than one funding source or more than one program, a cost allocation plan is required to ensure all costs are allocated properly with particular attention to personnel, building costs and equipment. See 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for details regarding cost allocation plans. There is no page limit on cost allocation plans. When line item costs are distributed between programs or cost centers, provide a description of the allocation methodology used, including specific program areas involved, justification of the allocation methodology, formulas, and a summary of the percentages of the costs charged all programs.

(The remainder of this page has been left intentionally blank)

## **Section VII – PROPOSAL CHECKLIST**

Include: (1) original and six (6) single-sided hard copies, along with one (1) electronic copy (portable media – CD or thumb drive) of the proposal and related attachments.

All forms and attachments should follow this exact order:

- BUSINESS PROPOSAL Section 1 – Executive Summary
- BUSINESS PROPOSAL Section 2 – Corporate Background and Experience (Form)
- BUSINESS PROPOSAL Section 3 – Plan of Operation (Form)
- COST PROPOSAL Section 1 – Budget (Form)
- COST PROPOSAL Section 2 – Cost Allocation Plan (if applicable)
- ATTACHMENT A – Proof of Organization Status
- ATTACHMENT B – List of Board of Directors (if applicable)
- ATTACHMENT C – Monitoring Reports (if applicable)
- ATTACHMENT D – Organization Policies & Procedures
- ATTACHMENT E – Financial Capacity
- ATTACHMENT F – Agency-Based Organizational Chart
- ATTACHMENT G – Program-Based Organizational Chart
- ATTACHMENT H – Job Descriptions
- ATTACHMENT I – Résumés
- ATTACHMENT J – MOU (if applicable)
- ATTACHMENT K – Respondent Information and Disclosure Form
- ATTACHMENT L – CCR Duns Form