TARRANT COUNTY COMMUNITY YOUTH DEVELOPMENT (CYD)

REQUEST FOR APPLICATIONS FY 2024-02





Public Health

<u>CYD Funding Source</u>: Texas Department of Family and Protective Services <u>CYD Grantee</u>: Tarrant County Public Health

Date of Release: March 6, 2024 Contract Start Date: June 1, 2024 TARRANT COUNTY COMMUNITY YOUTH DEVELOPMENT (CYD)

GENERAL INFORMATION

Funding Opportunity Title: Community Youth Development (CYD)

Announcement Type: Request for Applications (RFA)

Grantee Name: TARRANT COUNTY / TARRANT COUNTY PUBLIC HEALTH

Grantee Point of Contact:

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Intent to Apply: Interested Applicants should submit a Letter of Intent (LOI) to apply no later than <u>March 21, 2024</u>. See Exhibit S: Letter of Intent.

Application Due Date: March 28, 2024 - 5:00 p.m. Central Standard Time (CST)

Anticipated Total Service Award: Up to \$115,334.15

Awards are subject to the availability of funds from Department of Family and Protective Services (DFPS) and Tarrant County.

Up to \$115,334.15 will be awarded for the three-month term of June 1, 2024 – August 31, 2024 for FY 2024. This award may be renewed for FY 2025 (September 1, 2024 – August 31, 2025), contingent upon FY 2025 funding award from DFPS.

Outputs: The number of unduplicated Index Youth served monthly must meet the minimum established in the contract. An unduplicated Youth is an Index Youth with a unique enrollment ID number who receives at least one service and is only counted one time during the Period of Performance, once per month for monthly outputs. Subawardee may serve the same Index Youth each month, but each Index Youth will only be counted once for each month, even if receiving multiple services during the month. Subawardee must engage youth to continue with programming until meeting program goals, which may range from several months to several years.

Output 1: Expected average number of Index Youth served annually.

For FY 2024, 330 Index Youth (minimum) must be served for the three-month term of June 1, 2024 – August 31, 2024.

For FY 2025, outputs may be renewed for the twelve-month term of September 1, 2024 – August 31, 2025.

<u>Output 2: Expected number of Index Youth served during school year (September-May).</u> For FY 2024, Not Applicable.

For FY 2025, 190 Index Youth (minimum) must be served per month during the school year.

<u>Output 3: Expected number of Index Youth served during summer (June-August).</u> For FY 2024, 90 Index Youth (minimum) must be served per month during the summer. For FY 2025, outputs may be renewed for the twelve-month term of September 1, 2024 – August 31, 2025.

Anticipated Number of Awards: Tarrant County seeks one Subawardee for the total service award. If one Subawardee is not approved for the total service award, multiple Subawardees may be awarded in parts to equal the total.

Project Period for Awards: Tarrant County anticipates awarding a three-month contract for FY 2024 (June 1, 2024 – August 31, 2024). All projects must be completed within this time frame. This award may be renewed for FY 2025 (September 1, 2024 – August 31, 2025), contingent upon FY 2025 funding award from DFPS.

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SCHEDULE OF EVENTS CYD COMPETITIVE GRANT OPPORTUNITY FY 2024-02

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

ORDER	RFA EVENT	TENTATIVE SCHEDULE
1	RFA Release Date	March 6, 2024
2	Applicant Webinar; 10:00 a.m. – 11:00 a.m. Central Standard Time (CST)	March 12, 2024
3	Written questions deadline; 5:00 p.m. CST	March 15, 2024
4	Tarrant County posts responses to written questions	March 18, 2024
5	Letter of Intent (LOI) deadline; 5:00 p.m. CST	March 21, 2024
6	Grant Application deadline; 5:00 p.m. CST	March 28, 2024
7	Review and scoring of Applications by Review Committee	April 1-2, 2024
8	Negotiations with CYD Subawardee(s)	April 3, 2024
9	Finalize Subawardee contract(s)	April 5, 2024
10	Obtain approvals from DFPS and Tarrant County	April 12, 2024
11	Subawardee(s) sign contracts	April 15, 2024
12	Contract(s) submitted to Public Health for court agenda	April 17, 2024
13	Execution of contract(s) through Tarrant County Commissioners Court	May 28, 2024
14	Original executed contracts emailed to Subawardee(s)	May 31, 2024
15	Contracted Services Begin	June 1, 2024

SECTION I - INTRODUCTION

1.1 TARRANT COUNTY PUBLIC HEALTH

Tarrant County Public Health (TCPH), a department of Tarrant County, is responsible for safeguarding the health of our county's 2.09 million residents. Headquartered in Fort Worth, Texas, 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.

TCPH was involved in the planning stages and establishment of the local CYD program in December 1995, and has acted as the Grantee for 76106 and 76164 Service Delivery Area 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.

TCPH responded to the Texas Department of Family and Protective Services (DFPS) Request for Applications for Community Youth Development Program RFA No. HHS0008417 on December 14, 2020, and accepted a five-year Contract from DFPS for FY 2022 through FY 2026 (September 1, 2021 – August 31, 2026). The Tarrant County CYD Service Delivery Area (SDA) originally included ZIP Codes 76106 and 76164. The SDA was expanded to 76112 and 76119 with this Contract. TCPH funding for selected Subawardees resulting from this Contract is contingent upon annual funding approval from DFPS.

1.2 CYD PARTNERS – ROLES AND RESPONSIBILITIES

A. Texas Department of Family and Protective Services

In accordance with the requirements of the Texas Family Code §265.002, Texas Department of Family and Protective Services (DFPS) shall operate a division to provide services for children in at-risk situations and for the families of those children and to achieve the consolidation of 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. The division shall be called the Prevention and Early Intervention Services division and shall have the following duties:

- 1. To plan, develop, and administer a comprehensive and unified delivery system of prevention and early intervention services to children and their families in at-risk situations;
- To improve 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;
- 3. To provide 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

4. To assist local communities in the coordination and development of prevention and early intervention services in order to maximize federal, state, and local resources.

The Department's Prevention and Early Intervention Services (PEI) Division must be organizationally separate from the department's divisions performing child protective services and adult protective services functions.

Through the CYD program, PEI provides funding and technical assistance that affords community-based organizations the opportunity to foster positive youth development and build healthy families and resilient communities.

B. Tarrant County – Grantee

Grantees 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 Subawards is one of the primary responsibilities of the Grantee. This includes Subaward competitive grant opportunities, negotiation, as well as ongoing programmatic and fiscal monitoring. Grantees manage all fiscal and service aspects of the Subawards, including reimbursing Subawardees prior to billing DFPS. Grantees must complete all DFPS reporting requirements, comply with all DFPS contractor requirements, and ensure contract compliance by the Subawardees. The CYD Project Manager is employed by, supervised by, and responsible to Tarrant County Public Health.

C. Service Providers – Subawardees

Subawardees for CYD are selected through local competitive grant opportunities in the target ZIP Codes. Subawardees are contracted to provide CYD direct services to eligible Youth.

Subawardees are responsible for providing services in accordance with the terms of their Contract with the Grantee, including their performance measures, project work plan, and budget. They must also follow prescribed procedures to request any needed changes to their Contract. Subawardees 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 Grantee.

D. Community Collaborative Committee

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. Please see Community Collaborative Committee (CCC) details in Section VII.

E. Youth Advisory Committee

Youth Advisory Committee (YAC) is the youth counterpart to the CCC, and includes middle and high school youth leaders. 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 implementation of the Community Strengths and Needs Assessment (CSNA) for CYD. Please see YAC details in Section 4.1.B.

1.3 EXECUTIVE SUMMARY

TCPH seeks applications to provide CYD services in 76106, 76164, 76112 and 76119 ZIP Codes to promote positive youth development by funding Subawardee programs to increase Protective Factors and Developmental Assets in participating Youth.

This Request for Applications (RFA) contains standardized requirements that all Applicants must meet to be considered for a Subaward under this RFA. Failure to comply with these requirements may result in disqualification of the Applicant without further consideration. Each Applicant is solely responsible for the preparation and submission of an Application in accordance with instructions contained in this RFA.

Information regarding DFPS and Prevention and Early Intervention (PEI) Division is available online and can be accessed: https://www.dfps.state.tx.us/prevention and early intervention/

Information regarding TCPH and the local CYD Program is available online and can be accessed:

https://www.tarrantcounty.com/en/public-health/family-health-services/community-youthdevelopment.html

To be considered for Award, Applicants must provide all required information and documentation as set forth in this RFA.

SECTION II - SCOPE OF GRANT

2.1 STATE-WIDE CYD PROGRAM BACKGROUND

- A. PEI partners with community-based programs and agencies across the state of Texas to provide a variety of opportunities to promote positive outcomes for Children, Youth, and Families. These programs are free of charge to the public and participation is voluntary. As part of its array of prevention programming, PEI funds community level CYD programming in communities throughout the state.
- B. The CYD Program was established in 1995 with funds authorized by the 74th Legislature to assist communities in alleviating conditions in the family and community that lead to juvenile crime. In 2015, the CYD statute moved to the Texas Family Code from the Texas Human Resources Code without any amendments and is as follows:

Sec. 265.057. COMMUNITY YOUTH DEVELOPMENT GRANTS. (a) Subject to available funding, the department shall award Community Youth Development grants to communities identified by incidence of crime. The department shall give priority in awarding grants under this section to areas of the state in which there is a high incidence of juvenile crime. (b) The purpose of a grant under this section is to assist a community in alleviating conditions in the family and community that lead to juvenile crime.

C. The program has expanded over the last 28 years and supports Youth by fostering safe spaces, positive relationships, and structured opportunities to build developmental assets and skills. These supports lead to strengthened connection, engagement, and contribution to their community. PEI has adopted a Positive Youth Development approach for CYD to meet the goal of assisting communities in alleviating conditions in the family and community that lead to juvenile crime. This approach encompasses more than solely providing early intervention or preventing risk behaviors that lead to juvenile crime; it also builds skills, attributes, and developmental assets that are needed to prepare young people to grow into thriving adults.

2.2 SERVICE DELIVERY AREA

CYD is currently available in 16 counties across the state. Tarrant County CYD currently serves ZIP Codes 76106, 76164, 76112, and 76119. These ZIP codes were identified and selected through Tarrant County CYD Community Strengths and Needs Assessments (CSNA).

Applicants should identify ZIP Code(s) to be served in **Exhibit D: Project Work Plan**.

2.3 AVAILABLE FUNDING

A. Tarrant County CYD will provide Subaward(s) with the total amount of up to \$115,334.15 for a three-month term for Fiscal Year 2024. This award may be renewed for FY 2025 (September 1, 2024 – August 31, 2025), contingent upon FY 2025 funding award from DFPS. Tarrant County will likely contract with one Subawardee and reserves the right to contract with the number of Subawardees it deems necessary to fulfil the CYD Grant with DFPS. Award amount will be evaluated on the basis of each individual Application and funding availability.

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 Subawards resulting from this grant opportunity.

B. Subawards awarded from this RFA are on a <u>cost-reimbursement</u> basis. Under the cost-reimbursement method of funding, Subawardees are required to finance operations with their own funds. Tarrant County will reimburse Subawardees for actual cash disbursements supported by adequate documentation. Tarrant County will only reimburse for those actual, allowable, and allocable expenses that occur within the Period of Performance.

- C. CYD services are funded with state general revenue and funds from the U.S. Department of Health and Human Services, Promoting Safe and Stable Families, Title IV-B, Subpart 2 of the Social Security Act; CFDA 93.556. The exact amount of state or federal funding is determined at the end of each subsequent fiscal year. DFPS will provide, in writing, the exact amount of state or federal dollars used to fund the Grant upon written request. DFPS reserves the right to fund CYD with other state or federal sources during the lifecycle of the Grant.
- D. DFPS and Tarrant County reserve the right to increase funding for Subawardees through supplemental amendments if additional funds are identified at any time during the Period of Performance. Alternatively, DFPS and Tarrant County may reduce awards or cancel a Subaward if funding is decreased during the Period of Performance. Any increase or decrease in number of Subawards or funding amounts are at DFPS' and Tarrant County's sole discretion.
- E. Match funds are <u>not</u> required for CYD.
- F. Subawardee shall not use funds from this Contract to replace or substitute for existing funding from other sources, but shall use funds from this Contract to supplement existing state or local funds currently available. Subawardee shall make a good faith effort to maintain its current level of support. Subawardee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt of expected receipt of funding under this Contract.

2.4 PERIOD OF PERFORMANCE

- A. The Period of Performance for this grant is three months and is expected to begin June 1, 2024 and be effective through August 31, 2024.
- B. At Tarrant County's discretion, and based on performance, Subawards may be renewed for any determined length of time without the subawards being subject to further competition.

Subaward renewal is not automatic. Subawardee's prices must remain firm for the entire Period of Performance. Subawards may not be renewed when the CSNA indicates a different prioritization of services; when required by DFPS in writing; when the Subawardee 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 Subaward. This list is not intended to be all-inclusive. Tarrant County may decide to renew a Subaward for any reason including the following:

- Availability of funding
- Subawardee's compliance with the terms of the Subaward and performance
- Subawardee's compliance with renewal documentation and deadlines

There should be no expectation of additional or continued funding on the part of the Subawardee. Any additional funding or future funding may require submission of an Application through a subsequent RFA.

2.5 PROGRAM OBJECTIVES

- A. The goal of CYD is to support Youth by fostering safe spaces, positive relationships, and structured opportunities to build assets and skills. These supports lead to strengthened connections, engagement, and contribution to the community.
- B. CYD provides an array of Positive Youth Development program opportunities such as Mentoring, Youth Leadership Development, and Post-High School Readiness in select ZIP Codes. Supports offered under CYD should meet the DFPS goal to increase Protective Factors and Developmental Assets, thus increasing the likelihood of positive outcomes for Youth. Protective Factors in this context are a broad set of characteristics and environmental supports that increase an individual's ability to avoid risks and promote social and emotional competence to thrive in all aspects of life, now and in the future.

Protective Factors as defined by the <u>Office of Juvenile Justice and Delinquency</u> <u>Prevention (OJJDP)</u> are typically organized into the following domains:

- 1. Individual;
- 2. Family;
- 3. Peer;
- 4. School; and
- 5. Community.
- C. CYD uses a Positive Youth Development Framework. According to the Interagency Working Group on Youth Programs, "Positive Youth Development is an intentional, pro-social approach that engages Youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strength." A Positive Youth Development (PYD) approach moves beyond solely preventing and removing risk behaviors to understanding the skills, attributes, and developmental assets that are needed to prepare young people to grow into thriving adults. PYD engages Youth as resources to be nurtured, rather than focusing on a problem to be changed.

Several frameworks have been developed that can help programs easily and effectively incorporate Positive Youth Development into their ongoing work with Youth. Once such framework is the <u>Development Assets framework</u> from the <u>Search Institute</u>. The framework, based in research in Youth development, resiliency, and prevention, identifies <u>40 internal and external assets</u> that have been shown to lead to thriving behaviors in Youth, reduce Youth engagement in risk-behaviors, and increase resiliency.

Programs under this RFA must be intentionally designed and built to promote the growth of these 40 Developmental Assets in Youth. Applicants should link each Program Component (Required Programming and Ancillary Programming) to one or more of the 40 Developmental Assets.

Subawards will only be awarded to Applicants who agree to utilize CYD to promote Positive Youth Development and build Developmental Assets and other Protective Factors in Youth.

2.6 COMMUNITY STRENGTHS AND NEEDS ASSESSMENT

The Community Strengths and Needs Assessment (CSNA) is an evaluation developed and utilized by TCPH to identify community strengths, needs, assets, and gaps in available youth programming to determine the most appropriate priorities and program array for the local CYD program. TCPH developed a prioritized list of recommended programming based on the needs and gaps identified by the community through the CSNA.

As required by DFPS, TCPH will update local CSNA every two years. If the updated CSNA reveals that any programming or activities no longer meet needs or are redundant due to newly available programming, TCPH must identify new programming or activities in the CSNA. If programming continues to be a good match for the community's needs, TCPH may continue to provide those program opportunities through Subawards.

Tarrant County CYD CSNAs developed for this RFA are available online and can be accessed at the following website:

https://www.tarrantcounty.com/en/public-health/family-health-services/community-youthdevelopment.html

2.7 LOGIC MODEL

A Logic Model is a program map. It is a simple, logical illustration of what the program does, why, and how the Applicant will know if the program is successful. There are a wide variety of Logic Model formats, but most have the same key components including: resources or inputs, activities, outputs, outcomes, and impact. A good Logic Model demonstrates the Applicant's program Theory of Change in a measurable format.

- A. Each Applicant should submit a Logic Model for CYD with the Application in **Exhibit D: Project Work Plan.**
- B. Applicants should update the Logic Model if any component changes such as program activities or resources through a plan change.
- C. Applicant may use any Logic Model format. Suggested sources for development of a Logic Model include, but are not limited to:
 - 1. W.K. Kellogg Foundation, <u>Kellogg Foundation-Logic Model Development Guide</u>

- 2. Family Resource Information, Education, and Network Development Service, <u>https://friendsnrc.org/evaluation/logic-models/</u>
- 3. The University of Kansas, <u>https://ctb.ku.edu/en/table-of-contents/overview/models-for-community-health-and-development/logic-model-development/main</u>

2.8 ELIGIBLE POPULATION

- A. The eligible population requirements are described below:
 - 1. Subawardee will serve Youth ages 6-17 and their Families who live in or attend public school in the identified ZIP Codes. Tarrant County SDA includes 76106, 76164, 76112, and 76119.
 - 2. Index Youth is the Youth for whom a Family's eligibility for PEI services are based. This RFA refers to "Index Youth" to indicate Youth served.
 - 3. The target age range for Youth served is 10-17 years. Youth under age 6 are not eligible for CYD. Youth served from ages 6-9 cannot exceed 30% of the Performance Measure for annual unduplicated Index Youth served.
 - 4. Youth who turn 18 years old during the school year will be permitted to participate in CYD until meeting program goals or the end of the current fiscal year, provided they were 6-17 years old when first enrolled in CYD.
 - 5. Family members of Index Youth are eligible if the goal of the activity or opportunity involves promoting Positive Youth Development or increasing Protective Factors of Youth.
 - 6. Youth who spend a significant amount of time in the SDA, but do not meet the above eligibility criteria. For example, a Youth who spends regular time at a recreation center or with a relative in the SDA. This flexible approach allows CYD to reach Youth who consider the SDA part of their community and provide them with CYD opportunities. Subawardee must provide justification on the PEI enrollment form that Index Youth is eligible under this flexible approach.
 - 7. Youth who are currently on probation are not eligible for the CYD program. A Youth is eligible 12 months post probation. Youth whose cases are preadjudicated, informally adjudicated, or whose adjudication has been deferred are eligible to participate in CYD. PEI reserves the right to alter eligibility criteria during the Period of Performance.
- B. To be eligible to participate in Subawardee's CYD program, Youth must exhibit at least two of the following priority characteristics:
 - 1. Behavioral concern
 - 2. Current or former military connection
 - 3. Current or past alcohol abuse Caregiver

- 4. Current or past alcohol abuse Index Youth
- 5. Current or past child maltreatment or child welfare involvement
- 6. Current or past conflict at school
- 7. Current or past criminal justice involvement Index Youth
- 8. Current or past domestic or interpersonal violence
- 9. Current of past use or abuse of other substance Index Youth
- 10. Developmental delay or disability Caregiver
- 11. Developmental delay or disability Index Youth
- 12. Family dynamics or structure concern
- 13. Family or household conflict
- 14. High stress level
- 15. Homeless or runaway
- 16. Household has a child with developmental delays or disabilities
- 17. Household has a history of alcohol abuse or a need for alcohol abuse treatment
- 18. Household has a history of substance abuse or needs substance abuse treatment
- 19. Low school attainment Caregiver
- 20. Low-income household
- 21. Mental health concern Caregiver
- 22. Mental health concern Index Youth
- 23. Parenting skills concern
- 24. School engagement concern
- 25. Social support concern
- 26. Household contains an enrollee who is pregnant and under 21

2.9 CYD PARTICIPANT REQUIREMENTS

Subawardees must agree to adhere to all the following conditions while providing opportunities funded by the CYD:

- A. All Participants must enter the program voluntarily. Voluntarily means that the Family or Youth must not be coerced, court ordered, or mandated to participate in CYD.
- B. Subawardee cannot charge Participants a fee for participating in a program or for any program participation-related costs.
- C. Subawardee must provide programming to Families without regard to their economic status.
- D. The average number of unduplicated Youth served monthly must meet the minimum established in the Subaward. An unduplicated Youth is an Index Youth with a unique enrollment ID number who receives at least one service and is only counted one time during the Period of Performance, once per month for monthly output.
- E. Subawardee can serve Youth regardless of involvement with CPS.

F. Subawardees 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 will be reimbursed through CYD.

SECTION III – APPLICANT REQUIREMENTS

3.1 ELIGIBLE APPLICANTS

- A. Applicant must be a nonprofit organization as defined by the Texas Business Organization Code, Chapter 22, or a governmental entity.
- B. Applicant must have at least five (5) years of experience in managing budgets, grants, contracts for social services.
- C. Applicant must have at least five (5) years of experience in providing programs to youth and families.
- D. Applicant that has monitoring reports from any Texas State Agency, or federal funding entity, or audits performed on Applicant's organization in the past three years should be able to demonstrate the organization is competent in managing and budgeting its programs and operations.
- E. Applicant 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.
- F. Applicant 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 RFA.
- G. Applicant must have <u>written policies and procedures</u> in place to ensure the following:
 - 1. Establish and maintain effective internal controls and accounting practices;
 - 2. Comply with Federal and State statues, regulations, and terms & conditions;
 - 3. Evaluate and monitor compliance;
 - 4. Take prompt action on audit findings;
 - 5. Safeguard and protect personally identifiable information;
 - 6. Human Resources (recruiting and hiring of new employees, orientation and training of current employees, employee benefits, retention, and nepotism);
 - 7. Standards of conduct covering conflicts of interest;
 - 8. Governing the performance of its employees;
 - 9. Policy regarding the reporting of suspected child abuse and neglect; and
 - 10. Policy regarding tracking of services and performance data.

3.2 ORGANIZATIONAL COMPETENCE

- A. Applicant should propose and implement improvements to its organization to further the goals of competently supporting CYD Participants by promoting positive Youth Outcomes. Dimensions to address should include the following:
 - 1. Strategically hire Program Staff. The most effective staffing structure for competently supporting CYD Participants incorporates intentional recruitment of staff with diverse backgrounds, demographics, and experience supporting Positive Youth Development.
 - 2. Strategically hire organizational leadership. Organizational leadership should have diverse backgrounds, demographics, experiences and be reflective of the community served.
 - 3. Make support available to all Family members through accessible program sites, hours, and delivery schedules.
 - 4. Cultivate CYD Participants as mentors and leaders.
 - 5. Brand the program and recruitment materials in ways that resonate with Community Youth.
 - 6. Conduct strategic outreach to include engaging CYD Participants in outreach strategies, such as word-of-mouth and youth-specific promotional campaigns.
 - 7. Involve program alumni in program activities and program development.
- B. Tarrant County CYD (Grantee) is required to utilize the <u>Youth Program Quality</u> <u>Assessment (PQA)</u> to assess Subawardee's activities and program offerings for responsiveness to the needs of CYD Youth and enhance their approach across the lifespan of the Grant. The program assessment and improvement planning must be completed in each fiscal year.

3.3 STAFFING REQUIREMENTS AND QUALIFICATIONS

- A. All Subawardee CYD programs must be adequately staffed and supported in order to ensure delivery of competent and robust programming, accomplish all deliverables of the program, and provide continuity of programs in the event of a vacancy.
- B. The Applicant must develop, provide, and manage a staffing plan that includes, at least, minimum qualification, educational and experience requirements for direct service workers, administrative staff, and volunteers.
 - 1. All positions must have a detailed job description.
 - 2. Direct service staff 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.
- C. The Applicant must have 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.

- D. All staff and volunteers must follow the highest ethical standards in the performance of duties. All client information is privileged, confidential, and must be protected at all times.
- E. The Applicant 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).
- F. Background checks must be completed through DFPS for all employees, volunteers and interns that work directly with CYD clients and/or have access to CYD client information or financials. Subawardees 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 working with CYD in any capacity. An FBI criminal history check is required for anyone who has lived outside the state of Texas within the past five (5) years and may be required at the discretion of the DFPS contracts background checks division on a case-by-case basis.
 - 1. New documents and clearances must be obtained <u>every 24 months</u>. Clearances must not expire while working with CYD. If clearances expire, that individual may not have contact with CYD in any capacity, and the Subawardee will not be reimbursed for salary, fringe, etc. (if employee).
 - 2. New documents and clearances must be obtained if the employee/volunteer changes positions within your organization.
 - 3. Subawardees are required to report to Tarrant County within <u>10 business days</u> 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 Subawardee ensures that all staff and volunteers are aware of the requirement to self-report.
- G. Subawardees must provide monthly (minimum) supervision of all staff that provide direct services to Youth, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with Youth. Monthly supervision details must be reported in the CYD monthly report.
- H. Subawardees 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.
- I. Subawardees 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 fiscal year. Meetings are scheduled once per quarter.

3.4 TRAINING REQUIREMENTS

Applicant should submit a training plan for all CYD workers; including volunteers and anyone else working on the Grant; that includes both initial and ongoing training.

Subawardees must implement the following training requirements:

- A. All CYD workers (staff and volunteers) must receive New Employee or Volunteer Orientation – must include agency policies and procedures, including abuse and neglect.
- B. Staff training must include the following competencies:
 - 1. Cultural Humility (required annually);
 - 2. Youth Development (required annually);
 - 3. Evidence-Based or Promising Practice Program Training (when appropriate);
 - 4. 40 Developmental Assets Training; and
 - 5. Youth Program Quality Assessment Training.

Additional training topics may include, but are not limited to:

- 1. Healthy relationships;
- 2. Effective collaboration;
- 3. Effective group or meeting facilitation;
- 4. Ethics;
- 5. Mental Health First Aid Training;
- 6. Referrals and service connections;
- 7. Substance use;
- 8. Internet safety for youth;
- 9. Bullying; or
- 10. Suicide prevention and postvention.
- C. Subawardees must submit all training certificates to CYD Project Manager, who will track training progress monthly, quarterly and annually. Training certificates must be maintained in CYD personnel files.
- D. Subawardees must maintain all required training certificates in organizations' personnel files.

3.5 PERSONNEL FILES

- A. Personnel files must be maintained by the Subawardee for each employee and volunteer.
- B. Personnel files must be maintained by Tarrant County for all Subawardee CYD staff and volunteers. All documents must be submitted to Tarrant County in a timely manner.

Personnel files must include:

- 1. I-9's (staff only)
- 2. Job Description
 - a. Staff/volunteers must meet all requirements listed on their job description.
 - b. Title on job description must match title on CYD contract/budget.

- 3. Résumé (Application for employment is allowable if résumé is not required by Subawardee for position)
- 4. Diploma or Transcript (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.
- 5. New Hire Orientation certificate/documentation (agency orientation)
- 6. CYD Orientation (if applicable per position)
- 7. Training Certificates
- 8. CYD Criminal Background Checks (renewed every 2 years)
 - a. Form 2970c
 - b. Form 2971c
 - c. Criminal history clearance
 - d. Abuse/neglect clearance
 - e. FBI fingerprint clearance (if lived outside TX within last 5 years)

3.6 FINANCIAL REQUIREMENTS

Subawardee must create and maintain reliable and accurate records to support all actions related to invoicing, payments and adjustments for services provided to CYD Participants. Records must include at a minimum, but are not limited to the following:

- A. Copy of all Reimbursement Requests submitted by the Subawardee;
- B. Documentation to include: reimbursement checks, general ledger, check register, bank statements, payroll summary sheets, Tax Form 941, single audit/audited financial statements, policies and procedures, cost allocation plan, budget transfers, etc.; and
- C. Any other documentation to support an expense billed to the Grant.

3.7 BILLING REQUIREMENTS

A. Tarrant County will pay Subawardee on a monthly <u>cost-reimbursement</u> basis in response to a complete Reimbursement Request.

Reimbursement Request must include:

- 1. Project Reimbursement Request form;
- 2. Receipt Tally; and
- 3. All supporting documentation for expenses billed.
 - a. Salary Documentation
 - i. Timesheets
 - ii. Check paid to employee or direct deposit documentation
 - iii. Payroll documentation
 - b. Fringe Benefits Documentation
 - i. Billing invoice and check paid for each benefit
 - c. Expense Documentation
 - i. Receipt or invoice

- ii. Check paid or credit card receipt and credit card statement showing expense
- B. Subawardee must submit monthly Reimbursement Request to Tarrant County on the designated date for monthly desk reviews.
- C. Tarrant County will pay Subawardee from available funds for services rendered in accordance with the terms of the Contract after deduction of any known previous overpayment made by Tarrant County.
- D. Tarrant County is not obligated to pay unauthorized costs or to pay more than the allowable and <u>actually incurred costs</u> consistent with federal and state regulations.
- E. Costs should be billed to the month in which they were incurred, either on the primary Reimbursement Request for that month or on a supplemental Reimbursement Request if they are not paid in time to include them on the primary request. Only one supplemental request is allowed per month, and must be submitted to Tarrant County by the designated due date.

3.8 INDEMNITY AND INSURANCE

- A. THE SUBAWARDEE WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, 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 SUBAWARDEE, 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 SUBAWARDEE, THE SUBAWARDEE** 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 SUBAWARDEE 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, OFFICIALS, OFFICERS, AGENTS, AND REPRESENTATIVES CAN NEITHER AGREE TO HOLD THE SUBAWARDEE HARMLESS NOR AGREE TO INDEMNIFY THE SUBAWARDEE AND ANY PROVISIONS TO THE CONTRARY ARE VOID.
- B. INSURANCE WILL BE PROVIDED FOR DIRECT DELIVERY OF PROTECTIVE SERVICES AND OTHER SERVICES UNDER CONTRACT. THE SUBAWARDEE 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:

- 1. DISHONESTY BONDING UNDER A COMMERCIAL CRIME POLICY OR BUSINESS SERVICES BONDING, AT A TEN THOUSAND DOLLAR (\$10,000.00) MINIMUM; AND
- 2. COMMERCIAL GENERAL LIABILITY COVERAGE AT A THREE HUNDRED THOUSAND DOLLAR (\$300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR (\$600,000.00) 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.
- 3. IF SUBAWARDEE'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 (\$300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR (\$600,000.00) 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 SUBAWARDEE IS UNABLE TO COMPLY, THE SUBAWARDEE WILL PROVIDE THE COUNTY WITH TWO WRITTEN DENIAL LETTERS FROM DIFFERENT INSURANCE COMPANIES EVIDENCING THE SUBAWARDEE'S ATTEMPTS TO OBTAIN AND INABILITY TO OBTAIN THE REQUESTED INSURANCE. THE SUBAWARDEE WILL PROVIDE THIS INFORMATION TO THE COUNTY WITHIN TEN DAYS OF THE AWARD OF THE CONTRACT.

THE SUBAWARDEE WILL CONTINUE ATTEMPTS TO OBTAIN THIS INSURANCE ON AN ANNUAL BASIS. IN ORDER TO REMAIN IN COMPLIANCE, IN THE EVENT THE SUBAWARDEE IS UNABLE TO OBTAIN INSURANCE, THE SUBAWARDEE WILL SUBMIT THE DOCUMENTATION REQUIRED 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. The County may waive all or part of this insurance requirement at its discretion.

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

3.9 ADDITIONAL PROGRAM REQUIREMENTS

Subawardee is responsible for remaining current with and following all policy updates and clarifications issued by DFPS and Tarrant County during the Period of Performance.

Subawardee must participate in webinars, trainings and conference calls as scheduled by DFPS and/or Tarrant County. Subawardee must ensure at least one staff member who is knowledgeable about the program and is authorized to make decisions attends the webinar, training or conference call.

3.10 USE OF SUBAWARDS

Subawardee must provide all direct services as contracted. Subawardee must <u>not</u> further subcontract with another organization to perform services.

3.11 TRANSITION PLAN

At the end of the Period of Performance, including renewals if any, or other Grant termination or cancellation, the Subawardee will, in good faith and in reasonable cooperation with Tarrant County, aid in transition to any new arrangement or provider of services.

SECTION IV – CYD PROGRAMMING

Tarrant County will fund CYD prevention services that are directly linked to juvenile delinquency prevention. <u>Intervention services are not appropriate under the CYD model</u>. To the greatest extent possible, services should be designed to appeal to those Youth most vulnerable to juvenile delinquency. Services provided with CYD funding must meet the needs of the community and show how the service prevents juvenile delinquency/crime.

DFPS requires Tarrant County CYD to implement specific programs/service types, which are typically provided through multiple Subawardees. As funding allows, Tarrant County CYD will also implement ancillary programs/service types through multiple Subawardees.

Applicants may propose to provide <u>required</u> or <u>ancillary</u> CYD programming. Applicants may propose to provide one or more programs.

4.1 REQUIRED PROGRAMMING

Required CYD programming includes the following Youth-focused opportunities: Mentoring, Youth Advisory Committee (YAC), Youth Leadership Development (YLD), and Post-High School Readiness (PHSR).

A. Mentoring

Research affirms the significant positive effects that quality Mentoring relationships have on the developmental outcomes and opportunities for young people. Mentoring takes place between young persons (i.e., mentees) and older or more experienced persons (i.e., mentors) who are acting in a non-professional helping capacity to provide support that benefits one or more areas of the mentee's development. Mentoring must primarily focus on facilitating an ongoing positive relationship between the Youth and a caring adult role model who provides help to the younger person as he or she goes through life. Following the <u>Elements of Effective Practice for Mentoring research from the National Mentoring Partnership</u>, each mentor program should have a Theory of Change that explains how the Mentoring, and the activities that mentors and mentees engage in, will result in the desired outcomes at the Participant and Community level.

The Applicant must have program guidelines for its Mentoring program. These guidelines should include requirements for:

- 1. Recruitment (mentors and mentees): Description of eligibility requirements; expectations for Mentoring relationship and outcomes; target audience for recruitment, and; methods of recruitment.
- 2. Screening: Description of application and interview process; criteria for accepting or disqualifying applicants; assessing safety and suitability for Youth; comprehensive background check; references check; written agreement with expectations for length of relationship and frequency of meeting.
- 3. Training: Description of required number of training hours and mode of training to be used. Training content must include:
 - a. allowable contact between a mentor and mentee (e.g., only at school or in community);
 - b. a definition of Mentoring;
 - c. the role of a mentor and a mentee;
 - d. guidelines for any financial transactions to include gifts;
 - e. sources of assistance available to support mentors;
 - f. initiation and termination or closure of mentoring relationship;
 - g. warning signs and problem solving for certain mentee behaviors or crises (e.g., self-harm, suicidal ideation, aggression, etc.);

- h. risk management policies (appropriate physical contact, safety, transportation of mentees, mandatory reporting requirements, confidentiality and anonymity, money, photos and social media use, emergency procedures, etc.); and
- i. expectations for the frequency of connecting and length relationship for both the mentor and mentee.
- 4. Matching and Initiating Mentor Relationship: Description of matching process should consider characteristics of mentor and mentee; Program staff member present for initial in-person meeting between the mentor and mentee to sign commitment agreement consenting to the Applicant's rules and requirements (e.g., frequency, intensity and duration of match meetings, roles of each person involved in the mentoring relationship, frequency of contact with program staff), and risk management policies; Parental notification and consent process.
- 5. Monitoring and Support: Description of supervision, support, and feedback provided to mentors; program staff follow-up with mentor and mentee after meeting; regularly assess fitness of match; program staff provides mentors with access to relevant community resources for Youth and referral agencies.
- 6. Relationship closure: Description of procedure to manage, document, and notify Participants of anticipated and unanticipated closures; program conducts exit interview with mentors and mentees; program has a written policy and procedure for managing re-matching; review of program rules for post-closure contact.
- 7. Additional mentor program requirements and restrictions:
 - a. Peer mentoring and family mentoring programs do NOT satisfy this requirement.
 - b. Mentoring must be conducted in individual or small group settings. The ratio of Mentoring for group settings should be no greater than four Youth to one mentor.
 - c. Most Mentoring should be in person. Subawardee must provide justification for any virtual programming.
- B. Youth Advisory Committee:

YAC funding was awarded with CYD RFA FY 2024. YAC funding will <u>not</u> be awarded with this CYD RFA FY 2024-02.

The Youth Advisory Committee (YAC) is an advisory body of young leaders currently participating in the CYD program.

- 1. The goal of the YAC is to promote the voice and choice of a consistent group of young leaders through structured, monthly, Youth-led meetings.
- 2. The YAC will provide input, give feedback, and participate in decision-making to help shape their local CYD program, as well as assess and address the needs of their Community by planning and implementing meaningful service learning projects. At least one service-learning project must be completed each month.
- 3. The YAC must include 10-20 Youth, comprised of both middle- and high-school Youth between the ages of 13 and 17.
- 4. The YAC must meet monthly, at a minimum, and must have between 10 and 20 Youth in attendance at each meeting, with the expectation that Youth are

consistently attending and participating in YAC meetings. Typically, at least an hour per monthly meeting is needed to accomplish the goals of the YAC.

- 5. Applicant should indicate the types of locations where meetings will take place and how they will ensure the safety of Youth at the location, as well as ensure transportation to and from the meetings and address any barriers to recruitment or consistent participation and engagement.
- 6. YAC Youth must be engaged in outreach and awareness efforts and involved in the development and implementation of the CSNA for CYD:
 - a. Outreach and Awareness YAC Youth must be involved in promoting the CYD programming within their communities to engage additional youth into CYD. This could include, but is not limited to, engaging YAC members in planning and implementation of program recruitment strategy, conducting outreach and awareness activities, and developing marketing materials.
 - b. Active Participation related to CSNA YAC Youth must be involved in the development and implementation of the CSNA. Youth must be involved in collecting feedback from local youth, including CYD Participants, about needs for CYD programs and activities, and the impact of CYD on Positive Youth Development.
- 7. YAC Youth must receive Youth Leadership Development (YLD) in addition to participating on the YAC.
- 8. To ensure YAC goals for Youth safety, engagement, participation, leadership skill and community building are met, selected Subawardee must have a dedicated staff member as the YAC Coordinator.
- 9. The YAC is intended to be a singular advisory body. If Subawardee chooses to facilitate two or more independent YAC groups that meet separately, a monthly opportunity must be provided for all YAC members to meet as a singular advisory body.
- 10. Selected YAC Youth must participate in the annual state-wide CYD Youth Summit. Pending available funding, typically 6 Youth (3 male, 3 female) will be chosen from each CYD site, with 1 chaperone per 3 Youth. YAC Coordinator must attend as one of the chaperones and provide any needed support to Youth while at Youth Summit or needed by the Youth Summit coordinating body. The Youth Summit is intended to strengthen local YAC and develop leadership skills, while networking with other YAC Youth from across the state. YAC Youth participation will be at the discretion of the CYD Youth Summit Grantee.
- C. Youth Leadership Development

Youth Leadership Development (YLD) is part of the Youth development process and supports young people in developing: the ability to analyze their own strengths and weaknesses, set personal and vocational goals, and have the self-esteem, confidence, motivation, and abilities to carry them out (including the ability to establish support networks in order to fully participate in Community life and effect positive social change); and the ability to guide or direct others on a course of action, influence the opinions and behaviors of others, and serve as a role model. The YLD program component must view Youth as resources and build on their strengths and capabilities to develop within their own community.

- 1. The YLD program component should be intentionally designed as a multi-week experience that provides participants a comprehensive understanding of leadership history, philosophies, attitudes, and skills and that allows opportunities for hands-on application and practice.
- 2. To meet the requirements of YLD, each program must contain all three of the following elements:

YLD ELEMENTS			
Element	Element Description		
Leadership Knowledge	An examination of leadership history, leadership philosophies, key leadership characteristics, and leadership styles. This element may include self- assessments, activities focused on developing a personal leadership philosophy, leadership case studies, book clubs featuring specific leaders or leadership practices, etc.		
Leadership Skill Building	The opportunity to learn about and practice key leadership skills in a safe, supportive environment. This element should include leadership skill activities, practice, and reflection. Leadership skills might include, but are not limited to: teambuilding, communication, conflict resolution, goal-setting, responsible decision making, problem solving, time management, creative thinking, project planning.		
Leadership in Action	Putting leadership skills into action through real-life application. This might include Youth-led projects, service-learning opportunities, other project-based learning opportunities, etc.		
(Adapted from <i>Designing Student Leadership Programs: Transforming the Leadership Potential of Youth</i> by Mariam G. MacGregor)			

- 3. YLD programs should be created with a Scope and Sequence that provide opportunities for Youth to engage in all three of the above elements over the course of the program cycle, however that is defined by the Applicant (3 months, 6 months, 12 months, etc.) A general Scope and Sequence for a multi-week program must be mapped out before the YLD program begins that identifies which YLD elements are being addressed each week of the YLD program cycle. Please refer to Exhibit E: YLD Scope and Sequence for a template and example Scope and Sequence of a multi-week YLD program incorporating all three YLD elements. Applicant should include YLD Scope and Sequence in Exhibit D: Project Work Plan.
- 4. If a program does not contain each of the elements listed above over the course of the program cycle, it does not meet the criteria of YLD.
- 5. Subawardee must offer YLD to Youth at least one time per calendar month.
- 6. The YAC group alone does not satisfy the requirement for a Youth Leadership Development program. While all YAC participants must participate in YLD, the

Subawardee must offer a YLD program that is separate and distinct from the YAC with the capacity to serve additional Youth.

D. Post-High School Readiness

Post-High School Readiness (PHSR) refers broadly to preparing young people for their transition from school to the multiple pathways after high school graduation, equipping Youth with the experiences and skills necessary to successfully manage the responsibilities required upon entering college, career, and workplace environments. Readiness is achieved by acquiring the learning competencies, intellectual capacities and experiences essential for all students to become lifelong learners; positive contributors to their families, workplaces and communities, as well as to become successfully-engaged citizens of a global 21st century.

Examples of Post-High School Readiness include, but are not limited, to:

- <u>Career Exploration and Workforce Readiness</u>: Provide a realistic view of work along with necessary skills and workplace ethics to successfully maintain employment. Activities to promote career planning and acquisition of workplace skills, including vocational training and academic planning specific to career goals. Assessment and planning integrates school experiences (coursework, extracurricular activities and vocational or career assessments) with community experiences (volunteer work, regular employment, job shadowing, and job fairs) toward career objectives. Other activities include: job search assistance, interviewing skills training, assistance with disability-related accommodations, and job-finding training (including résumé preparation, information on non-traditional career opportunities, and job application completion.)
- 2. <u>College Readiness</u>: Provides the level of preparation needed for young people to enroll and succeed in postsecondary education. Activities offered should promote college planning skills in young people, which may include awareness of and preparation for school applications, pre-requisite testing, scholarship application and financial planning, college campus culture, intellectual norms in the academic environment, decision-making and assessing risky behavior, and expectations for engagement. Other activities could include college campus visits, test preparation, discussing expectations with current college students, and scholarship search assistance.
- 3. <u>Curriculum-Based Life Skills</u>: Provide Youth activities that are based upon a written curriculum for individual skills development including, but not limited to, communication, self-control, anger management, problem solving, adapting to change, choosing friends wisely, healthy relationships, and independent living. Activities offered should promote healthy decision-making, goal-setting, budget planning and financial literacy, healthy eating and nutrition, digital and civic literacy, healthy living and wellness, and self-advocacy.
- 4. <u>Life Skills Non-Curriculum</u>: Provide Youth 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.

4.2 ANCILLARY PROGRAMMING

Ancillary programming is optional and selected by the Applicant to complement the CYD program. CYD programming must promote Protective Factors in Youth and are based on the funding priorities identified in the CSNA.

Examples of ancillary CYD programming include:

- A. <u>Youth-Based Curriculum Class</u>: Activities provided to Youth that are based upon a written curriculum.
- B. <u>Family-Based Curriculum Class</u>: Provided to the registered Index Youth or Caregiver along with their 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.
- C. <u>Family Focused Activity</u>: Activity based, involve the Youth and at least one other Family member, and are not part of a written curriculum or counseling.
- D. <u>Sports and Movement</u>: Rewarding, challenging, and age-appropriate activities provided to Youth in a safe, structured, and positive environment, with the intent of promoting Positive Youth Development by way of a socializing effect through which Youth develop positive qualities. Examples may include organized sports or athletic activity, personal fitness, dance, or movement. Boxing is not allowed.
- E. <u>Arts and Cultural Enrichment</u>: Programming to increase awareness, explore skill building, as well as develop and express creativity through developmentally-appropriate activities involving visual or performance arts, culinary arts, creative writing, digital arts, crafts, or music.
- F. <u>Academic Support</u>: Designed to increase Youth engagement in the learning process, improved academic performance, Science, Technology, Engineering and Math (STEM) skill development, and bonding to the school (e.g., cooperative learning techniques, "experiential learning" strategies, tutoring, and basic skill building).
- G. <u>Service Planning and Coordination</u>: A strength-based approach that helps Youth assess their individual and developmental needs, identify available resources, and set goals to achieve specific desired outcomes leading to a healthy sense of self-reliance and interdependence with their community. Identifiable strengths and resources include family, spiritual, and other types of community-based assets and networks.

4.3 FAMILY AND PRIMARY CAREGIVER ENGAGEMENT REQUIREMENTS

A. Family engagement is associated with improved program outcomes. Parental involvement increases Youth participation in after-school programs, influences

constructive Caregiver involvement in the home, and increases Protective Factors. Furthermore, father-figure involvement is linked to decreased drug use and decreased delinquent behavior.

B. Applicant must demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD. There are several options to engage Families and Caregivers, with the intent to bring Youth and Families or Caregivers together in a meaningful way. The strategies that work best will depend on the dynamics of the Community served. Strategies may include Primary Caregiver leadership opportunities (volunteering at Youth-led events, participating alongside Youth on the local coalition, etc.), collaborative Parent Café or Youth Café events, family service learning, family nights, and many other strategies. Some ideas for Family or Primary Caregiver engagement can be found at:

https://cdn.ymaws.com/nafsce.org/resource/resmgr/Toolkits/Boston Engaging Families Out.pdf.

- C. Applicants must outline a plan for Family and Caregiver engagement in **Exhibit D: Project Work Plan**, outlining anticipated strategies and timelines for implementation.
- D. At a minimum, one Family or Primary Caregiver event should be held by each Subawardee each quarter of the fiscal year. Collectively, Tarrant County CYD will provide at least one event per month.
- E. All Family or Primary Caregiver events must be recorded on monthly reports.
- F. Activities or workshops serving only the Primary Caregiver such as parenting training or parenting skills classes, counseling, or stand-alone Parent Cafés will not fulfill the Family and Primary Caregiver engagement requirement of this RFA. If these services are identified as a need, the Applicant should work in conjunction with their local Family And Youth Success (FAYS) grantee as a resource and referral for these services.
- G. Subawardee may hold Family-inclusive opportunities that allow Index Youth and Caregivers to come together for a portion of the activity and split into Caregiver- and Youth-specific groups engage in deeper learning, if appropriate.

4.4 ADDITIONAL PROGRAM REQUIREMENTS

- A. Focus on Out-of-School Time Programming
 - 1. Under this Grant, most of the programming during the school year should be offered during Out-of-School Time hours. This includes before school, afterschool, evenings and weekends. Programming that takes place while Youth are on summer break or other school breaks will vary by community and should align with programming gaps and Community needs.
 - 2. There are greater opportunities for Youth to be left unsupervised during Out-of-School Time hours, which increase the opportunities for Youth to engage in risky behaviors such as substance abuse or juvenile crime (McCombs, Whitaker, & Yoo,

2017¹). According to a 2019 report released by the Council For A Strong America, the majority of juvenile crime in Texas occurs between the hours of 2:00 p.m. and 6:00 p.m. It benefits both Youth and their Communities to ensure Youth have access to enriching programming, safe spaces, and caring adults during Out-of-School Time hours. Programming during Out-of-School Time not only reduces the likelihood Youth will engage in risky behaviors, but also promotes increased academic performance, school connectedness, positive identify development, social-emotional skill development, physical and mental health, and civic development (Mahoney, Vandell, Simpkins, & Zarrett, 2009²).

- B. Each CYD program should provide opportunities for Youth to increase developmental assets through participation. Each proposed program component (required and ancillary) should directly link to one of more of the Search Institute's identified 40 **Developmental Assets:**
 - 1. External Assets
 - a. Support
 - i. Family support
 - ii. Positive family communication
 - iii. Other adult relationships
 - iv. Caring neighborhood
 - v. Caring school climate
 - vi. Parent involvement in schooling
 - b. Empowerment
 - i. Community values Youth
 - ii. Youth as resources
 - iii. Service to others
 - iv. Safety
 - c. Boundaries and Expectations
 - i. Family boundaries
 - ii. School boundaries
 - iii. Neighborhood boundaries
 - iv. Adult role models
 - v. Positive peer influence
 - vi. High expectations
 - d. Constructive Use of Time
 - i. Creative activities
 - ii. Youth programs
 - iii. Religious community
 - iv. Time at home
 - 2. Internal Assets
 - a. Commitment to Learning

¹ McCombs, J., Whitaker, A., & Yoo, P. (2017). The value of out-of-school time programs. (PE-267-WF). Santa Monica, CA: RAND Corporation. Retrieved from

https://www.rand.org/content/dam/rand/pubs/perspectives/PE200/PE267/RAND_PE267.pdf.

² Mahoney, J., Vandell, D., Simpkins, S., & Zarrett, N. (2009). Adolescent Out-of-School Activities. In R.M. Lerner, & L. Steinberg (Eds.) Handbook of Adolescent Psychology (3rd ed., pp. 228-269). Hoboken, NJ: John Wiley & Sons, Inc.

- i. Achievement motivation
- ii. School engagement
- iii. Homework
- iv. Bonding to school
- v. Reading for pleasure
- b. Positive Values
 - i. Caring
 - ii. Equality and social justice
 - iii. Integrity
 - iv. Honesty
 - v. Responsibility
 - vi. Restraint
- c. Social Competencies
 - i. Planning and decision-making
 - ii. Interpersonal competence
 - iii. Cultural competence
 - iv. Resistance skills
 - v. Peaceful conflict resolution
- d. Positive Identity
 - i. Personal power
 - ii. Self-esteem
 - iii. Sense of purpose
 - iv. Positive view of personal future
- C. Subawardee must ensure that Youth are not denied or delayed services due to a waitlist. The Subawardee must have referral policies and procedures in place that provide alternative service options either through the Subawardee or through other community resources when the Subawardee is at capacity.
- D. Tarrant County CYD should offer programming that reflect a mix of intensive activities that serve a limited number of Youth (e.g., one-on-one Mentoring) with lower intensity activities that serve a higher number of Youth (e.g., group recreation) through various Subawards.
- E. Subawardee must provide programming or activities each month of the fiscal year, including during the summer months.
- F. Youth may not participate solely in one-time activities. If one-time activities are planned, they should be an added value for Youth already participating in other CYD services or for outreach and recruitments purposes and cannot be a stand-alone service.
- G. Applicant must submit documentation of evidence-base, research or information on each proposed program with a curriculum by completing the Exhibit F: PEI Evidence-Based Program Ranking Tool. Subawardee may not provide programming with empirical evidence or theoretical basis indicating that the practice constitutes a risk of harm to those receiving it.

- H. Applicant must ensure services are easily accessible to Youth. Applicant must offer programming at times and places that meet the needs of local Youth. In addition, the Applicant must address any Youth transportation barriers or needs, and coordinate or provide transportation of Youth to participate in CYD activities. Transportation costs are reimbursable under this RFA.
- Applicant must outline educational benefits of any planned field trips and how the field trips align with the goals of CYD in **Exhibit D: Project Work Plan**. Field trips must not expose the Participants to any unnecessary safety risks. Subawardees are responsible for securing any necessary permission from Participant Caregivers related to travel or field trips.
- J. Services are intended to be face-to-face in person. DFPS requires justification for any proposed virtual services.

4.5 RECRUITMENT AND OUTREACH

- A. Applicants should develop outreach plans and strategies to connect to eligible Youth. In addition to standard means of program outreach and marketing, such as Program Staff giving out brochures, utilizing social media, and sharing program information at events, outreach to eligible Families within the community should involve innovative and targeted approaches. Innovative means could include, but are not limited to, use of Youth or alumni to distribute program material and hosting community awareness seminars.
- B. Applicants should propose how they will alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of Community context and information gathered from the CSNA such as Youth with the potential to be underrepresented in programming such as young men or youth from marginalized communities. The Applicant should elaborate on the proposed incentives, how they were chosen, and how they will benefit the Participants and CYD. For information on effective incentive types and strategies, please consult the field guide and webinar slides available here:

http://www.buildingbetterprograms.org/2016/12/14/using-incentives-in-human-services-field-guide-literature-review-and-webinar/

C. Subawardee must add their services to Texas 2-1-1 website and 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.

4.6 PARTICIPANT CASE RECORDS

A. <u>Service Authorization and Enrollment</u>: Subawardee must have an enrollment process to include completion of the PEI Enrollment form, which includes service authorization and Primary Caregiver's signed consent to participate, a review of eligibility criteria, and any additional surveys and assessments as required by PEI. Subawardee is

required to complete all fields of program forms in their entirety, including any social security number fields. If a participant refuses to provide their social security number or any other required fields, Subawardee must document refusal on the form. The expectation is that Subawardees make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are required fields; however, the expectation is that the form is completed thoroughly. Primary Caregivers must sign program forms giving consent for services prior to the provision of services. Applicant must document their enrollment process in **Exhibit D: Project Work Plan**.

- B. <u>Annual Data Authorization</u>: Subawardee must obtain a new Data Authorization form for each Participant either each fiscal year or program year after beginning services, or on each one-year anniversary of enrollment in the program, for as long as they continue to receive services.
- C. <u>Close of Program Participation</u>: Subawardee must have a closure process to include collection of any required surveys and documenting any additional referrals. Youth who have not received services in over 90 days must be discharged from the program.
- D. <u>Required Record Keeping</u>: Participant case records and Subawardee service documentation must be maintained by Subawardee in order to maintain details of service requested by DFPS and Tarrant County and to support programming efforts and improvements.
 - 1. Subawardee will track all CYD activities provided in accordance with the Subawardee's approved **Exhibit D: Project Work Plan**.
 - 2. Subawardee must ensure that all service documentation is complete, accurate, and maintained in an organized fashion.
 - 3. Subawardee must maintain records in a manner which protects the confidentiality of the Youth and Families being served.
 - 4. Subawardee must maintain individual Participant records.
 - 5. Subawardee must ensure compliance with all record keeping requirements stated in this document.
 - 6. All records must be maintained in a central location and made available and accessible to DFPS and Tarrant County without limitations.
 - 7. Records may be maintained electronically; however, Subawardee must be able to promptly produce an easily-legible hard copy of any records, if requested by DFPS and/or Tarrant County. Any records maintained electronically must be able to be produced in a portable format such as a Comma Separated Values (CSV) file.
 - 8. Referrals Tracking
 - a. Subawardee must develop and maintain a tracking system to record Participants referred to the Subawardee for CYD.
 - Documentation must include:
 - i. Date of Referral;
 - ii. Origin of the Referral;
 - iii. Participant eligibility for services; and
 - iv. Date Participant began program.

- b. Subawardee must also track reasons that services were not provided or that a Participant did not engage in the program or was determined to be ineligible.
- 9. Participant Case Record and Service Documentation
 - a. Subawardee must maintain the following forms in the Participant record:
 - i. Enrollment form;
 - ii. Annual Data Authorization form;
 - iii. Required PEI assessments and surveys;
 - iv. Assessments and surveys required by agency and Program Model (if applicable);
 - v. Service activity documentation; and
 - vi. Service referrals.
- E. <u>Surveys</u>
 - 1. Prior to service delivery, the Subawardee will provide a Developmental Assets Profile (DAP) pre-service survey to the Youth. The survey may be provided either shortly before or at the beginning of services.
 - 2. Subawardee will provide a Developmental Assets Profile (DAP) post-service survey to the Youth when the Youth completes the program or on an annual basis from the time that services began. Subawardee must make a concerted effort to have the Youth complete a post-survey if they leave the program prior to completion.
 - 3. Subawardee will complete the Program Experience Survey with Index Youth when exiting the program, including those Participants who have completed the program and those who are exiting early.
 - 4. DFPS will provide direction to Grantee and Subawardees on which pre- and postsurveys to administer to Index Youth. If surveys are not provided by DFPS, Subawardees are responsible for creating a survey appropriate for their program, which must be approved by DFPS.

4.7 PERFORMANCE MEASURES

- A. Through the negotiation process, Outputs and Outcomes related to service provision will be identified. Identified Outputs and Outcomes will be required by every Subawardee.
- B. Required Outputs and Outcomes will be tracked through PEIRS and other reports developed and maintained by DFPS and Tarrant County. PEIRS data entry will be performed by Tarrant County (Grantee). PEI Program Specialist staff will provide Outcome data from PEI Research and Evaluation staff directly to Grantees when data is available.
- C. Measures to be incorporated into the CYD Grant(s) with this RFA FY 2024-02 include, but are not limited to:

Target Outputs and Outcomes		
Outputs/Outcomes Defined	Target Output/Outcome (or %)	
Output 1 : Expected average number of Index Youth served annually.	330	
Output 2 : Expected number of Index Youth served monthly during the school year (September–May).	190 (Not applicable for FY24)	
Output 3 : Expected number of Index Youth served monthly during the summer (June–August).	90	
Output 4 : Index Youth will complete the PEI Program Experience Survey at Discharge	50%	
Output 5 : Index Youth will complete a matching pre-service and post-service survey as designated by PEI	60%	
Outcome 1 : 10-17 year-old Index Youth will not engage in delinquent behavior.	100%	
Outcome 2 : Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge.	80%	
Outcome 3 : Index Youth improve in at least one domain or area of the survey chosen by PEI between pre- and post-service.	75%	

*Outputs are subject to negotiation based on available funds, DFPS and Tarrant County requirements.

D. Performance measures 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.

Reporting Requirements			
Activity	Frequency	Summary	
Desk Review	Monthly Desk Reviews are scheduled with CYD Project Manager at the beginning of the fiscal year. Consistent day and	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	

SECTION V – REPORTING REQUIREMENTS

	time is established for each Subawardee. Meetings are typically scheduled during the week of the 6 th of each month.	training, address concerns, as well as provide information to and from CCC, DFPS, and Tarrant County.
Monthly Report	Due at monthly desk review.	 Subawardees are required to complete the CYD Monthly Report. Tarrant County provides a template for this narrative report. <u>Report includes</u>: Program classes & activities; Strengths & successes; Program challenges; Parent engagement classes & activities; Outreach efforts; Trainings; Supervision of CYD staff; and Attachments of calendars, pictures, articles, flyers, etc.
Monthly Service Tracking Form (MST)	Due at monthly desk review.	 Subawardees will be responsible for submitting accurate count of services and service types for each participant on a monthly basis to Tarrant County. DFPS provides MST form. <u>Report includes</u>: Enrollment ID (assigned by DFPS); Client name; Client date of birth; and Number of service units per service type for the month.
Attendance Logs	Due at monthly desk review.	 Subawardees will be responsible for maintaining accurate attendance logs or sign-in sheets for all youth participating in services. Attendance logs must be maintained on a monthly basis. Attendance logs must be completed for every service provided.

Individual/group	Due at monthly	 Attendance logs must be signed by staff member present for verification. Number of services listed on MST must be verified by attendance logs (must match).
progress notes, materials/hand-outs used, and additional documentation as appropriate to the proposed program	desk review.	
Reimbursement Request (monthly billing)	Due at monthly desk review.	Subawardees will be responsible for maintaining accurate monthly billing procedures, and submitting monthly reimbursement requests to Tarrant County for CYD allowable and actually incurred costs consistent with federal and state regulations. Subawardees will be reimbursed for eligible and allowable expenses incurred and paid each month.
Annual Report	Within 20 days of the end of the contract period.	 Subawardees are required to complete the CYD annual report. Tarrant County provides a template for this narrative report. <u>Report includes</u>: Contracted service output goals & achievements; Contracted service outcome goals & achievements; Strengths & successes; Program challenges; Training; Project Work Plan; Evaluation; Complaints; and Graduation statistics.

SECTION VI – MONITORING REVIEWS

6.1 QUARTERLY REVIEW

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

6.2 FORMAL MONITORING REVIEWS

Tarrant County will perform annual formal monitoring of all Subawardees, to include program, administrative and fiscal reviews. Subawardee must 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, and program performance of the Subawardee, including all information related to any services provided under this contract or billed to Tarrant County. The Subawardee 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, including a written CAP. 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.

SECTION VII – COMMUNITY COLLABORATIVE COMMITTEE

Tarrant County CYD is required by this grant to maintain our long-standing Community Collaborative Committee (CCC). While our CCC has many goals, Youth must be actively involved in collaborative leadership and decision-making. Youth should assume shared responsibility with appropriate levels of support and should carry out Youth-initiated activities. Examples may include: Youth research locations for a community event and present to the group for shared decision-making, Youth develop a new program flyer and present to coalition for input, Youth are responsible for sharing YAC activities in the last quarter, and Youth co-lead or lead committee.

7.1 CCC GOALS

- A. Review and assist with the CSNA to determine program gaps and opportunities to meet the needs of the Community and avoid duplication of existing services.
- B. Determine how to integrate and promote CYD into the Community. Examples may include: outreach events, community events, utilizing existing resources, identifying external funding sources, and connecting to community stakeholders and other existing family support systems.

- C. Encourage collaboration among area agencies to provide an integrated means of identifying barriers to program delivery and finding solutions to these barriers, providing a diverse menu of resources to meet a range of Youth and family needs. Examples of barriers may include: transportation, basic needs, child care for younger siblings of Participants or when there is a programming need, recruitment, retention or timing, and location of programming.
- D. Work collectively to promote Positive Youth Development in the Community. Examples may include: participation in community-wide prevention and awareness efforts such as local Youth mental health, healthy relationships, substance abuse, human trafficking, and Youth safety.
- E. Include diverse social service agency representatives such as Texas Juvenile Justice Division (TJJD), Child Protective Services (CPS), CYD Grantees, other PEI and DFPS Grantees who are serving the same geographic area as the Grantee, local school representatives, community resource and collaboration group (CRCG) members, mental and physical healthcare service providers, law enforcement, as well as area residents and service recipients, businesses, the faith-based community, community leaders, and Youth.

7.2. CCC MEETINGS

- A. CCC must meet at least once per quarter of each fiscal year.
- B. All Subawardees are required to have at least one staff member attend each meeting and participate fully.
- C. At least two YAC members are required to attend each meeting.
- D. All Subawardees are encouraged to bring outstanding youth leaders to meetings as appropriate.

SECTION VIII – PROHIBITIONS

Grant funds must not be used to support the following services, activities, and costs:

- A. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- B. Lobbying;
- C. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- D. Vehicles or equipment for government agencies that are for general agency use;
- E. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives;

- F. Admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a program approved by DFPS and Tarrant County and are directly related to the program's purpose (must be pre-approved on case-by-case basis);
- G. Promotional gifts;
- H. Food, meals, beverages, or other refreshments, except for eligible per diem associated with Grant-related travel, where pre-approved for working events, or approved by DFPS and Tarrant County and are directly related to the program's purpose;
- I. Membership dues for individuals except where approved by DFPS and Tarrant County and required for program implementation;
- J. Any expense or service that is readily available at no cost to the Grant project;
- K. Any use of Grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-Grant sources;
- L. Fundraising;
- M. The acquisition or construction of facilities; or
- N. Any other prohibition imposed by federal, State, or local law.

SECTION IX – STANDARDS

Subawardees must comply with the requirements applicable to this funding source cited in the <u>Uniform Administrative Requirements</u>, <u>Cost Principles</u>, <u>and Audit Requirements</u> for Federal Awards (2 CFR 200); the <u>Uniform Grant Management Standards</u> (UGMS), and all statutes, requirements, and guidelines applicable to this funding.

Subawardees are required to conduct Project activities in accordance with federal and State laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the Health and Human Services Commission (HHS) Civil Rights Office website at: <u>HHS Civil Rights Office</u>.

Upon request, a Subawardee must provide the HHS Civil Rights Office with copies of all the Subawardee's civil rights policies and procedures. Subawardees must notify HHS's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than ten (10) calendar days after receipt of the complaint. Notice must be directed to:

HHS Civil Rights Office 4601 W. Guadalupe, MC 1560 Austin, TX 78751 Phone Toll Free (888) 388-6332 Phone: (512) 438-4313 Fax: (512) 438-5885

Subawardee must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Subawardee's programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and

information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Subawardees must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

SECTION X – ADMINISTRATIVE INFORMATION

10.1 SCHEDULE OF EVENTS

The Schedule of Events for this RFA are listed on Page 6. These dates are a tentative schedule of events. Tarrant County reserves the right to modify these dates at any time upon notice posted on the Tarrant County website. Any dates listed after the Grant Application deadline will occur at the discretion of Tarrant County, and may occur earlier or later than scheduled without notification on the Tarrant County website.

10.2 CHANGES, AMENDMENT OR MODIFICATION TO RFA

Tarrant County reserves the right to change, amend or modify any provision of this RFA, or to withdraw this RFA, at any time prior to Award, if it is in the best interest of Tarrant County and will post such on the Tarrant County website. It is the responsibility of Applicant to check the Tarrant County website to ensure full compliance with the requirements of this RFA.

10.3 IRREGULARITIES

Any irregularities or lack of clarity in this RFA should be brought to the attention of the Point of Contact listed in Section 10.4.A as soon as possible so corrective addenda may be furnished to prospective Applicants.

10.4 INQUIRIES

A. <u>Sole Point of Contact</u>: All requests, questions, or other communication about this RFA shall be made in writing to the sole point of contact addressed to the person listed below. All communications between Applicants and DFPS or Tarrant County staff members concerning the RFA are strictly prohibited. Failure to comply with these requirements may result in disqualification of Applicant's Grant Application.

CYD Project Manager:	Jodi Newton
Address:	1101 S. Main Street, Room 2509, Fort Worth, TX 76104
Phone:	817-740-4370

Fax:817-740-4373Email Address:jdnewton@tarrantcountytx.gov

- B. <u>Prohibited Communications</u>: All communications between Applicants and DFPS or Tarrant County staff members concerning the RFA may not be relied upon and Applicant should send all questions or other communications to the Sole Point of Contact. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this RFA. Failure to comply with these requirements may result in disqualification of Applicant's Grant Application.
- C. <u>Questions</u>: Tarrant County will allow written questions and requests for clarification of this RFA. Questions must be submitted in writing and sent by email to the Sole Point of Contact listed in Section 10.4.A listed above. Applicants' names will be removed from questions when responses are released. Questions should be submitted in the following format. Submissions that deviate from this format may not be accepted:
 - 1. Funding Opportunity Title
 - 2. Section Number (include paragraph number/letter as specific as possible)
 - 3. Page Number
 - 4. Text of passage being questioned
 - 5. Question

Questions or other written requests for clarification must be received by the Point of Contact by the deadline according to the Schedule of Events on Page 6. However, Tarrant County, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide entity name, address, phone number, e-mail address, and name of contact person when submitting questions.

- D. <u>Clarification Request Made by Applicant</u>: Applicants must notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the RFA in the manner and by the deadline for submitting questions.
- E. <u>Responses</u>: Responses to questions or other written requests for clarification will be posted on the Tarrant County website. Tarrant County reserves the right to amend answers prior to the deadline of Grant Applications. Amended answers will be posted on the Tarrant County website. It is the Applicant's responsibility to check the websites or contact the Sole Point of Contact for updated responses. Tarrant County also reserves the right to provide a single consolidated response for all similar questions in any manner at Tarrant County's discretion.
- F. <u>Applicant Webinar</u>: Tarrant County will conduct an optional pre-submittal Applicant Webinar on March 12, 2024 at 10:00 a.m.–11:00 a.m. CST

CYD RFA Applicant Webinar Tue, Mar 12, 2024 10:00 AM - 11:00 AM (CDT) Please join my meeting from your computer, tablet or smartphone. <u>https://meet.goto.com/147611461</u> You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.) United States: +1 (408) 650-3123 - One-touch: <u>tel:+14086503123,,147611461#</u> Access Code: 147-611-461

10.5 LETTER OF INTENT

Interested Applicants should submit a Letter of Intent (LOI) to apply no later than March 21, 2024. See **Exhibit S: Letter of Intent.**

Letters of Intent will allow Tarrant County to determine the number of days necessary to review the Applications. If Applicant does not submit LOI, Tarrant County does not disqualify or consider the Applicant non-responsive.

10.6 GRANT APPLICATION COMPOSITION

All Applications must be:

- A. Clear and legible;
- B. Sequentially page-numbered and include the Applicant's name at the top of each page;
- C. Organized in the sequence outlined in Submission Checklist.
- D. In Calibri font, size 11 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
- E. Blank forms provided in the Exhibits must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- F. Correctly identified with the Funding Opportunity Title and submittal deadline;
- G. Responsive to all RFA requirements; and
- H. Signed by an authorized official in each place a signature is needed.

10.7 GRANT APPLICATION SUBMISSION AND DELIVERY

- A. <u>Deadline</u>: Grant Applications must be received no later than the date and time specified in Schedule of Events on Page 6. No Applications will be accepted after this date and time.
- B. <u>Delivery</u>: Applicant must correctly deliver Application by one of the methods below. Applications submitted by any other method will NOT be considered. All Grant Applications become the property of Tarrant County after submission and will not be returned to Applicant.
 - 1. Submission Option #1: Applicant shall submit the following through <u>email</u> to the Point of Contact.
 - a. One file named "Original Application" that contains the Applicant's entire Application in searchable portable document format (PDF).

- b. In accordance with Public Information Act (Section 15.4), one file named "Public Information Copy" that contains the Applicant's entire Application in searchable PDF, if applicable.
- Submission Option #2: Applicant shall submit the following on two (2) USB drives

 one (1) labeled "Original" and one (1) labeled "Copy" to the mailing address
 identified in this section:
 - a. Each USB must contain one file named "Original Application' that contains the Applicant's entire Application in searchable portable document format (PDF).
 - b. In accordance with Public Information Act (Section 15.4), one file named "Public Information Copy" that contains the Applicant's entire Application in searchable PDF, if applicable.

To be delivered by U.S. Postal Service, overnight or express mail, or hand delivery to:

Tarrant County CYD Attn: Jodi Newton, CYD Project Manager 1101 S. Main Street, Room 2509 Fort Worth, Texas 76104

For those Grant Applications mailed or hand delivered, USB drives should be placed in a sealed box or envelope and clearly labeled as follows:

<u>RFA NAME</u>: CYD GRANT APPLICATION <u>GRANT APPLICATOIN DEADLINE</u>: March 28, 2024 at 5:00 p.m. <u>ATTN</u>: Jodi Newton

Tarrant County will not be responsible for any Grant Application that is mishandled prior to receipt by Tarrant County. It is the Applicant's responsibility to mark appropriately and deliver the Grant Application to Tarrant County by the specified date and time.

10.8 ALTERATIONS, MODIFICATIONS AND WITHDRAWLS

Prior to the Grant Application submission deadline, an Applicant may: (1) withdraw its Grant Application by submitting a written request to the Sole Point of Contact, or (2) modify its Grant Application by submitting a written Amendment to the Sole Point of Contact. Tarrant County may request Grant Application Modifications at any time.

SECTION XI – GRANT APPLICATION EVALUATION AND AWARD PROCESS

11.1 GENERALLY

Those Applicants selected through the evaluation process will be invited to submit additional information and to participate in a negotiation process, which will determine final selection. The specific dollar amount Awarded to each successful Applicant will depend upon the merit and scope of the Application, negotiations, and available funds. Funded amounts may differ from those requested. Not all Applicants who are deemed eligible to receive funds are assured of receiving an Award. The final funding amount and the provisions of the Contract will be determined at the sole discretion of DFPS and Tarrant County.

11.2 ELIGIBILITY SCREENING

Applications will be reviewed for minimum qualifications (see **Section III – Applicant Requirements**) and completeness. All complete Applications meeting the minimum qualifications will move to the Evaluation stage.

11.3 APPLICATION EVALUATION

Applications will be evaluated and scored in accordance with the factors required by the CYD Grant program and other factors deemed relevant by DFPS and Tarrant County.

Tarrant County will select Applicants to receive Awards based on eligibility criteria, facility type, staffing requirements, scores, Best Value factors, and the best interest of the State and County.

Grant Applications shall be evaluated based upon the following Best Value criteria:

Background and Experience	20%
Project Work Plan	60%
Financial Stability and Reasonable Program Cost (Budget)	20%

11.4 FINAL SELECTION

After initial screening for eligibility, Application completeness, and scoring of the elements listed above in Section 11.3, a review committee will look at all eligible Applicants to determine which Applications should be Awarded to most effectively accomplish CYD priorities. The review committee will recommend Grant Awards to the DFPS and Tarrant County, who will make the final Award approval.

Tarrant County will make all final funding decisions based on eligibility, State priorities, County priorities, reasonableness, availability of funding, and cost-effectiveness.

11.5 NEGOTIATION AND AWARD

A. <u>Negotiations</u>: The specific dollar amount Awarded to each Subawardee will depend upon the merit and scope of the Application, the recommendation of the review committee, the number of selected Applicants, and the decision of the DFPS and Tarrant County Commissioner's Court. Not all Applicants who are deemed eligible to receive funds are assured of receiving an Award.

The negotiation phase will involve direct contact between the Applicant and Tarrant County Point of Contact via web conference, phone, and email. During negotiations, Applicants may expect:

- 1. An in-depth discussion of the submitted Application and budget; and
- 2. Requests from Tarrant County for clarification or additional detail regarding Application. The final funding amount and the provisions of the Contract will be determined at the sole discretion of Tarrant County.
- B. <u>Exceptions</u>: Any exceptions to the requirements, terms, conditions, or certifications in the RFA or Exhibits, Addendums, or revisions to the RFA or Uniform Terms and Conditions, sought by the Applicant must be specifically detailed in writing by the Applicant on **Exhibit G: Exceptions Form** in this Application and submitted to Tarrant County for consideration. Tarrant County will accept or reject each proposed exception. Tarrant County will not consider exceptions submitted separately from the Application or at a later date.
- C. <u>Award</u>: After all negotiations are completed, selected Subawardees will finalize all Contract documents for final approval from DFPS and Tarrant County. Once approved, Subawardee contract signatories will sign all documents, which will then be placed on the Tarrant County Commissioner's Court agenda for approval and signing. Once Contact is fully executed, Subawardee will receive an electronic copy for records.

11.6 POSTING AWARDS

Tarrant County will post to the Tarrant County website and may publicly announce a list of Applicants whose Applications are selected for final Award. This posting does not constitute Tarrant County's agreement with all the terms of any Applicant's Application and does not bind Tarrant County to enter into a Contract with any Applicant whose Award is posted.

11.7 QUESTIONS OR REQUESTS FOR CLARIFICATION

Tarrant County reserves the right to ask questions or request clarification from any Applicant at any time during the Application process.

11.8 PERFORMANCE-BASED CONTRACTS

- A. Subawardee must provide services in accordance with the approved Contract, including performance measures, project work plan, and budget.
- B. Contract plan changes or budget transfers must be <u>pre-approved</u> by DFPS and Tarrant County. A written request must be submitted to Tarrant County in advance.

- C. Subawardee must ensure:
 - 1. Any services delivered for CYD meets the community needs and has a proven capacity in preventing juvenile delinquency.
 - 2. All CYD program requirements are met or exceeded on a monthly, quarterly, and annual basis.
 - 3. All CYD contract Output and Outcome Measures are met or exceeded on a monthly, quarterly, and annual basis.
 - 4. Program-specific measurable performance goals and objectives are established and obtained.
 - 5. Timely and accurate billing and submission of required program documentation.
 - 6. Proper budget management to prevent any lapse of funds at the end of each Contract.
- D. Tarrant County will conduct quarterly reviews and annual monitoring reviews of the work of the Subawardee. If any goals/performance measures are not obtained within 5%, Tarrant County will require the Subawardee to provide a written CAP, detailing actions that will be taken to meet the deficiencies identified in the review. A CAP will be reviewed monthly during monthly desk reviews.
- E. Subawardees are required to contact the local Texas Health and Human Services Child Care Licensing Office and provide documentation of either a current license or exemption prior to the Contract being executed. The Subawardee must submit the results of this determination to the Tarrant County for review and determination of compliance.

Fort Worth Office 1501 Circle Drive, Suite 310 Fort Worth, Texas 76119 800-582-8286 817-321-8604

If program services are defined as "Child Care" 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 Subawardee 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.

- F. Memorandum of Understanding(s) should be completed for all community collaborations affecting program implementation including program sites, Youth referrals, etc.
- G. Program comments, incidents or complaints must be documented on the Consumer Service Form (provided by Tarrant County), and submitted to the Tarrant County

within twenty-four 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.

SECTION XII – NARRATIVE APPLICATION

Utilizing the Exhibits attached to this RFA, Applicants will describe the proposed services, processes, methodologies, and approach to meeting all RFA requirements. Applicant should identify all tasks to be performed, including all project activities, to take place during the Period of Performance. Applicant will also include all documents requested as part of completing forms to demonstrate fulfilling all requirements.

12.1 EXECUTIVE SUMMARY

Applicant will complete **Exhibit H: Executive Summary** attached to this RFA. Applicants will provide a high-level overview with a broad understanding of the Applicant's approach to meeting the RFA's business requirements. The summary should demonstrate an understanding of goals and objectives of this RFA. The Applicant should address program goals and propose at least three objectives for the proposed program. Applicant should limit the Executive Summary to one page.

12.2 PROGRAM NARRATIVE

Applicant will complete **Exhibit I: Program Narrative** attached to this RFA. Applicant will provide a detailed description of the Applicant's background and experience. Application should support all the business activities and requirements described in this RFA. The detailed description should reflect a clear understanding of the work undertaken. The Program Narrative should not exceed fifteen (15) pages (excluding Attachments).

12.3 PROJECT WORK PLAN

Applicant will complete **Exhibit D: Project Work Plan** attached to this RFA. Applicant will describe its plan for service delivery to the eligible service population in the SDA (Section 2.2) to meet all the requirements. Applicant will also include all documents requested as part of completing **Exhibit D: Project Work Plan** to demonstrate fulfilling all requirements.

SECTION XIII – REQUIRED APPLICANT INFORMATION

13.1 ADMINISTRATIVE ENTITY INFORMATION

Applicant must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this RFA and to produce the specified services on time. As a part of the Grant Application, Applicant must provide the following information:

A. Applicant Information (Face Page)

Use **Exhibit J: Applicant Information** (Face Page) to complete basic information about the Applicant and project, including the signature of the authorized representative. The face page is the cover page of the Application and must be completed in its entirety.

- B. Governmental or Non-Profit Information
 Complete Exhibit K-1: Governmental Entity Information if Applicant is governmental entity; <u>or</u>
 Complete Exhibit K-2: Non-Profit Entity Information if Applicant is a non-profit entity.
- C. Administrative Information

Use **Exhibit L: Administrative Information** to provide information regarding identification and contract or grant history of the Applicant, executive management, project management, governing board members, and principal officers. Respond to each request for information or provide the required supplemental document behind this form. If Applications require multiple pages, identify the supporting documentation with the applicable request.

13.2 LITIGATION AND CONTRACT HISTORY

Applicant must include in its Grant Application a complete disclosure of any alleged or significant contractual failures, including any that occurred between Applicant and DFPS or Tarrant County. In addition, Applicant must disclose any civil or criminal litigation or investigation over the last five (5) years that involves Applicant or in which Applicant has been found guilty or liable including any allegations of such that are currently pending.

Applicant must also disclose any settlement agreements entered into in the last five (5) years related to alleged contractual failures. Failure to comply with the terms of this provision may disqualify Applicant. Grant Application may be rejected based upon Applicant's prior history with the State of Texas, Tarrant County, or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

Failure to comply with the terms of this provision may disqualify Applicant. Grant Application may be rejected based upon Applicant's prior history with the State of Texas, Tarrant County, or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations. Applicant should provide this information in **Exhibit L:** Administrative Information.

13.3 CONFLICTS

Applicant must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFA and any resulting Contract. Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant 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. DFPS and 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 actual and potential conflicts of interest may result in disqualification of a Grant Application or termination of a Contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any. Provide this information in **Exhibit L: Administrative Information**.

Additionally, pursuant to Texas Government Code 2252.908, a Successful Applicant Awarded a Contract greater than \$1 million dollars or awarded a Contract that would require the Successful Applicant to register as a lobbyist under Texas Government Code Chapter 305, must submit a disclosure of interested parties to Tarrant County at the time the business entity submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website and additional instructions will be given by Tarrant County to Successful Applicants.

13.4 INTERNAL CONTROLS STRUCTURE QUESTIONNAIRE

Exhibit M: Internal Controls Structure Questionnaire (ICSQ) for Cost Reimbursement Grant including all required attachments must be included in the Application.

13.5 AFFIRMATIONS AND CERTIFICATIONS

Applicant must **execute** and return all the following listed Exhibits.

- 1. Exhibit A: Affirmations and Grant Opportunity Acceptance;
- 2. Exhibit J: Applicant Information;
- 3. Exhibit M: ICSQ for Cost Reimbursement Grant;
- 4. Exhibit N: Assurances Non-Construction Programs;
- 5. Exhibit O: Certification Regarding Lobbying;
- 6. Exhibit P: Expenditure Proposal;
- 7. Exhibit R: Compliance Form

13.6 Historically Under-utilized Business

If a successful Applicant chooses to contract for goods and services using the funding Awarded in this Grant, Tarrant County encourages the Applicant to use Historically Under-utilized Businesses (HUBs) to provide those goods and services where possible.

SECTION XIV – EXPENDITURE PROPOSAL

- A. Attached **Exhibit P: Expenditure Proposal FY24** of this RFA includes the template for submitting the Expenditure Proposal. Instructions for completing the form are included (see Instructions tab).
- B. Expenditure Proposal should include the costs of proposed services and shall include all labor, materials, tools, supplies, equipment, and personnel, including, but not limited to, travel expenses, associated costs and incidental costs necessary to provide the services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this RFA.
- C. Expenditure Proposal should indicate the necessary expenses on the Proposed Budget tab along with a narrative description of the methodology used to calculate the costs.
- D. Applicants should demonstrate that project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable State and federal Grant requirements. Guidelines for allowable food costs are included as **Exhibit Q: CYD Guidelines for Allowable Food Costs** to this RFA.
- E. Administrative or overhead costs should be capped at no more than 25% of total budget. Administrative costs include, but are not limited to, the following: administrative payroll and fringe benefits, personnel functions, maintenance and operation of administrative space and property, data processing and computer services, accounting, budgeting, and auditing.
- F. Cost Allocation Plan
 - 1. When costs are distributed between multiple programs or cost centers, the Applicant must develop and submit a Cost Allocation Plan with its Application to ensure all costs are allocated properly with attention to personnel, building costs, and equipment. Applicant should refer to 2 CFR 200 for details regarding cost allocation plans.
 - 2. When line item costs are distributed between multiple programs or cost centers, the Applicant must 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.
- G. Tarrant County will review costs for compliance with UGMS and 2 CFR 200. The more stringent of these two requirements will be applied in the event of any conflict.

SECTION XV – GENERAL TERMS AND CONDITIONS

15.1 AMENDMENT

Tarrant County reserves the right to change, amend or modify any provision of this RFA, or to withdraw this RFA, at any time prior to award, if it is in the best interest of Tarrant County. Any such revisions will be posted as addenda on the Tarrant County Website thus becoming part of the original RFA. Applicants must return each addendum acknowledgment form as instructed, failure to do so may result in disqualification of Application. It is the responsibility of Applicant to periodically check the Tarrant County Website to ensure full compliance with the requirements of this RFA.

Tarrant County Website: <u>https://www.tarrantcounty.com/en/public-health/family-health-services/community-youth-development.html</u>

15.2 COSTS INCURRED

Applicants understand that issuance of this RFA in no way constitutes a commitment by Tarrant County to Award a Contract or to pay any costs incurred by an Applicant in the preparation of this Application. Tarrant County is not liable for any costs incurred by an Applicant prior to issuance of or entering into a formal agreement, Contract, or purchase order. Costs of developing Grant Applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the Tarrant County.

15.3 CONTRACT RESPONSIBILITY

Tarrant County will look solely to Applicant for the performance of all obligations that may result from an Award based on this RFA.

15.4 PUBLIC INFORMATION ACT

Grant Applications are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the Texas PIA, certain information may be protected from public release. Applicants who wish to protect portions of the Grant Application from public disclosure should familiarize themselves with this law. Information pertaining to the RFA will be withheld or released only in accordance with the PIA.

Amendments to the PIA passed during the 86th Legislative Session, specifically make "contracting information" public information that must be disclosed in Application to a public information request unless otherwise excepted by the Act. Tex. Gov't Code 552.003(7) and 552.0222.

In addition, pursuant to Texas Government Code 2261.253(a), Tarrant County is required to post executed Contracts and the associated RFA documents on the agency website.

Contract documents posted to the web may include the Application of any Applicant receiving a Contract.

Tarrant County does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA. Applicants are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. If it is necessary for Applicant to include proprietary or confidential information (which may include, but is not limited to, trade secrets or privileged information), Applicant must clearly mark in bold red letters the term "CONFIDENTIAL" using at least 14-point font, on that specific part or page of the submittal which Applicant believes to be confidential. All submittals and parts of submittals that are not marked confidential will be automatically considered to be public information. Should trade secrets or proprietary or otherwise confidential information be included in the submitted electronic copy, the content should be marked in the same manner as the original as stated above. In addition, Applicant should mark the medium with the word "CONFIDENTIAL." If Tarrant County receives a public information request seeking information marked by Applicant as confidential, Applicant will receive notice of the request as required by the Texas PIA.

If Tarrant County receives a public information request for submittals and parts of submittals that are not marked confidential, the information will be disclosed to the public as required by the Texas PIA. Note that pricing is not generally considered confidential under the Texas PIA. Making a blanket claim that the entire Grant Application is protected from disclosure because it contains any amount of proprietary or confidential information is not acceptable and may make the entire Grant Application subject to release under the Texas PIA.

15.5 NEWS RELEASES

Prior to final Award an Applicant may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the Sole Point of Contact identified in Section 10.4.A.

15.6 ADDITIONAL INFORMATION

By applying, the Applicant grants DFPS and Tarrant County the right to obtain information from any lawful source regarding the Applicant's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with Grant requirements. By applying, an Applicant generally releases from liability and waives all claims against any party providing DFPS or Tarrant County information about the Applicant. Tarrant County may take such information into consideration in evaluating Applications.

15.7 DFPS TERMS AND CONDITIONS

Applicant agrees to comply with **Exhibit B: DFPS Grant Uniform Terms and Conditions** and **Exhibit C: DFPS Grant Supplemental and Special Conditions.** Any terms and conditions attached to a Grant Application will not be considered unless specifically referred to in the Grant Application.

SECTION XVI – SUBMISSION CHECKLIST

This checklist is provided for Applicant's convenience only and identifies documents that must be submitted with this RFA to be considered Responsive. Any Grant Application received without these requisite documents may be deemed Non-Responsive and may not be considered for Grant Award.

Original Grant Application Package

The Grant Application Package must include the Application in one of the approved submission methods identified in Section 10.6.B <u>in the order outlined below</u>:

1. Administrative Information

- a. Exhibit J: Applicant Information (Face Page)
- b. Exhibit K-1: Governmental Entity Information <u>or</u> Exhibit K-2: Non-Profit Entity Information;
- c. Exhibit L: Administrative Information
- d. Exhibit M: ICSQ Cost Reimbursement Grant

2. Narrative Application Forms

- a. Exhibit H: Executive Summary
- b. Exhibit I: Program Narrative
- c. Exhibit D: Project Work Plan

3. Expenditure Proposal

- a. Exhibit P: Expenditure Proposal
- **4. Applicable Exhibits** (to be included in RFA Package)
 - a. Exhibit A: Affirmations and Grant Opportunity Acceptance
 - b. Exhibit G: Exceptions
 - c. Exhibit N: Assurances Non-Construction Programs
 - d. Exhibit O: Certification Regarding Lobbying
 - e. Exhibit R: Compliance Form

SECTION XVII – EXHIBITS

Exhibit A: Affirmations and Grant Opportunity Acceptance Exhibit B: DFPS Grant Uniform Terms and Conditions Exhibit C: DFPS Grant Supplemental and Special Conditions Exhibit D: Project Work Plan Exhibit E: YLD Scope and Sequence Exhibit F: PEI Evidence-Based Program Ranking Tool

Exhibit G: Exceptions

Exhibit H: Executive Summary

Exhibit I: Program Narrative

Exhibit J: Applicant Information (Face Page)

Exhibit K-1: Governmental Entity Information

Exhibit K-2: Non-Profit Entity Information

Exhibit L: Administrative Information

Exhibit M: Internal Controls Structure Questionnaire (ICSQ)

Exhibit N: Assurances Non-Construction Programs

Exhibit O: Certification Regarding Lobbying

Exhibit P: Expenditure Proposal

Exhibit Q: CYD Guidelines for Allowable Food Costs

Exhibit R: Compliance Form

Exhibit S: Letter of Intent

Exhibit T: Definitions

Exhibit A: HHSC AND DFPS AFFIRMATIONS AND GRANT OPPORTUNITY ACCEPTANCE

In this document, the terms Applicant, Contractor, and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Applicant, and the affirmations apply to all Applicants regardless of their business form (e.g., individual, partnership, corporation).

Applicant affirms, without exception, as follows:

- 1. Applicant represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Grant Opportunity Acceptance apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, subawards, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Grant Opportunity or any Grant Agreement resulting from this Grant Opportunity.
- 2. Applicant represents and warrants that all statements and information provided to HHSC and DFPS are current, complete, and accurate. This includes all statements and information in this Grant Application.
- 3. Applicant understands that HHSC and DFPS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Grant Opportunity or any resulting Grant Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Applicant is required to make any information created or exchanged with the State pursuant to the Grant Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- 4. Applicant represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Grant Agreement and the Applicant agrees that the Grant Agreement can be terminated if the Applicant knowingly or intentionally fails to comply with a requirement of that subchapter.
- 5. Applicant acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Applicant designated substantial portions of its

Grant Application or its entire Grant Application as confidential or proprietary, the Grant Application is subject to being disqualified.

- 6. Applicant's Grant Application will remain a firm and binding offer for 240 days from the date the Grant Application is due.
- 7. Applicant shall not assign its rights under the Grant Agreement or delegate the performance of its duties under the Grant Agreement without prior written approval from HHSC or DFPS. Any attempted assignment in violation of this provision is void and without effect.
- 8. Applicant accepts the Grant Opportunity terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Grant Opportunity. No exceptions, terms, or conditions will be considered if not advanced in the form and manner directed in the Grant Opportunity. Applicant agrees that all exceptions to the Grant Opportunity as well as terms and conditions advanced by Applicant that differ in any manner from DFPS's terms and conditions are rejected unless expressly accepted by DFPS in writing in a fully executed Grant Agreement.
- 9. Applicant agrees that HHSC and DFPS has the right to use, produce, and distribute copies of and to disclose to HHSC and DFPS employees, agents, and contractors and other governmental entities all or part of Applicant's Grant Application as HHSC or DFPS deems necessary to complete the procurement process or comply with state or federal laws.
- 10. Applicant generally releases from liability and waives all claims against any party providing information about the Applicant at the request of HHSC or DFPS.
- 11. Applicant acknowledges all addenda and amendments to the Grant Opportunity.
- 12. Applicant certifies that if a Texas address is shown as the address of Applicant on this Application, Applicant qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- 13. Applicant represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
 - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - □ Agricultural products grown in Texas
 - □ Agricultural products offered by a Texas bidder
 - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran

- Services offered by a Texas bidder that is not owned by a Texas resident servicedisabled veteran
- Texas Vegetation Native to the Region
- USA-produced supplies, materials or equipment
- □ Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- □ Energy efficient products
- □ Rubberized asphalt paving material
- Recycled motor oil and lubricants
- □ Products produced at facilities located on formerly contaminated property
- □ Products and services from economically depressed or blighted areas
- □ Vendors that meet or exceed air quality standards
- □ Recycled or reused computer equipment of other manufacturers
- □ Foods of higher nutritional value
- Commercial production company or advertising agency located in Texas
- 14. Applicant has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Grant Application, this Grant Opportunity, or any Grant Agreement resulting from this Grant Opportunity.
- 15. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing Grant Opportunitys), Applicant certifies that the individual or business entity named in this Application or Grant Agreement is not ineligible to receive the specified Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.
- 16. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Applicant certifies that the individual or business entity named in this bid or Grant Agreement is not ineligible to receive the specified Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.
- 17. Under Section 231.006(d) of the Texas Family Code regarding child support, Applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified payment and acknowledges that the Grant Agreement may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Applicant subject to Section 231.006 of the Texas Family Code must

include in the Application the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Application:

Name:	SSN:	
Name:	SSN:	
Name:	SSN: _	
Name:	SSN:	

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

If submitted by email, Applications containing SSNs must be encrypted. Failure by a Applicant to provide or encrypt the SSNs as required may result in disqualification of the Applicant's Application.

- 18. Applicant certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Applicant's subawards, if any, if payment in whole or in part is from federal funds.
- 19. Applicant certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 20. Applicant represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- 21. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Applicant certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the Grant Agreement was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
- 22. Under Section 2155.0061 of the Texas Government Code, the Applicant certifies that the individual or business entity named in this Application or Grant Agreement is not

ineligible to receive the specified Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

- 23. Applicant represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
- 24. Applicant agrees that any payments due under any Grant Agreement resulting from this Grant Opportunity shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 25. Applicant represents and warrants that payments to Applicant and Applicant's receipt of appropriated or other funds under any Grant Agreement resulting from this Grant Opportunity are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- 26. Applicant agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
- 27. Applicant agrees that upon request of HHSC or DFPS, Applicant shall provide copies of its most recent business continuity and disaster recovery plans.
- 28. Applicant expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Applicant represents and warrants to HHSC and DFPS that the technology provided to HHSC or DFPS for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - providing equivalent access for effective use by both visual and non-visual means;
 - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
 - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

- 29. If Applicant is submitting a Application for the purchase or lease of computer equipment, then Applicant certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
- 30. If Applicant is submitting a Application for the purchase or lease of covered television equipment, then Applicant certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
- 31. Applicant represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- 32. Applicant acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Applicant may not accept employment from Applicant before the second anniversary of the date the Grant Agreement is signed or the procurement is terminated or withdrawn.
- 33. Applicant represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to DFPS under this Grant Opportunity and any resulting Grant Agreement and that Applicant's provision of the requested goods and/or services under this Grant Opportunity and any resulting Grant Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 34. Applicant understands that HHSC and DFPS do not tolerate any type of fraud. HHSC and DFPS policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Applicant agrees to comply with all applicable laws, rules, regulations, including DFPS and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.
- 35. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Application, neither I nor any representative of the Applicant has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Application, neither I nor any

representative of the Applicant has violated any federal antitrust law; and (c) neither I nor any representative of the Applicant has directly or indirectly communicated any of the contents of this Application to a competitor of the Applicant or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Applicant.

- 36. Applicant represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Applicant or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Grant Opportunity Acceptance within the five (5) calendar years immediately preceding the submission of this Grant Application that would or could impair Applicant's performance under any Grant Agreement resulting from this Grant Opportunity, related to the grant services, or otherwise be relevant to DFPS' consideration of entering into a Grant Agreement. If Applicant is unable to make the preceding representation and warranty, then Applicant instead represents and warrants that it has provided to HHSC and DFPS a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Applicant's performance under a grant awarded as a result of this Grant Opportunity, related to the grant services, or otherwise be relevant to DFPS' consideration of entering into a Grant Agreement. In addition, Applicant acknowledges this is a continuing disclosure requirement. Applicant represents and warrants that, if awarded a grant as a result of this Grant Opportunity, Applicant shall notify DFPS in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update DFPS shall constitute breach of contract and may result in immediate grant termination.
- 37. Applicant certifies that for this grant, Applicant shall utilize the U.S. Department of Homeland Security's E-Verify system during the Period of Performance to determine the eligibility of:
 - (a) all persons employed by Applicant to perform duties within Texas; and
 - (b) all persons, including subawards, assigned by Applicant to perform work pursuant to the grant within the United States of America.
- 38. Pursuant to Section 2271.002 of the Texas Government Code, Applicant certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Grant Opportunity. If Applicant refuses to make that certification, Applicant shall state here any facts that make it exempt from the boycott certification:

- 39. Applicant understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act: (i) performs an abortion procedure that is not reimbursable under the state's Medicaid program; (ii) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or (iii) is a franchise or affiliate of an entity that performs an abortion procedure the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Applicant represents and warrants that it is not ineligible, nor will it be ineligible during the Period of Peformance resulting from this Grant Opportunity, to receive appropriated funding pursuant to Article IX, Section 6.25.
- 40. Applicant understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, DFPS cannot award grants to an abortion provider or an affiliate of an abortion provider. Applicant certifies that it is not ineligible to provide services to DFPS under the terms of Chapter 2272 of the Texas Government Code. If Applicant refuses to make that certification, Applicant shall state here any facts that make it exempt from the certification:
- 41. Applicant understands, acknowledges, and agrees, that Grant Applications and Agreements are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request or through posting on HHSC or DFPS website, the LBB's website, or as otherwise required by law. Applicant certifies that it:

□ asserts that information provided in its Application is exempt from disclosure under the PIA, and Applicant, therefore, has submitted a "Public Information Act Copy" as required under the Grant Opportunity; or

□ asserts that there is no information provided in its Application that is exempt from disclosure under the PIA, and Applicant, therefore, has not submitted a "Public Information Act Copy."

42. Applicant understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Applicant is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any grant resulting from this Grant Opportunity.

- 43. Applicant represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any grant resulting from this Grant Opportunity.
- 44. Applicant represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting an Application with a false statement or material misrepresentations made during the performance of a grant is a material breach of contract and may void the submitted Application and any resulting Grant Agreement.
- 45. By submitting this Application, Applicant represents and warrants that the individual submitting this document and the documents made part of this Application is authorized to sign such documents on behalf of the Applicant and to bind the Applicant under any grant that may result from the submission of this Application.

Signature Page Follows

Authorized representative on behalf of Applicant must complete and sign the following:

Legal Name of Applicant	
Assumed Business Name of Applicant, if applicabl	e (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b, Attach Assumed Name Certificate(s) filed with the Where Assumed Name Certificate(s) has been file	Texas Secretary of State for each Texas County
Signature of Authorized Representative	Date Signed
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	Title of Authorized Representative
Physical Street Address	City, State, Zip Code
Mailing Address, if different	City, State, Zip Code
Phone Number	Fax Number
Email Address	DUNS Number
Federal Employer Identification Number	Texas Payee ID No. – 11 digits
Texas Franchise Tax Number	Texas Secretary of State Filing Number

Exhibit B

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT UNIFORM TERMS AND CONDITIONS

SECTION I FUNDING AVAILABILITY AND FINANCIAL

A. FUNDING AVAILABILITY.

- This Contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation, or any other disruptions of current appropriations, DFPS will reduce or terminate this Contract.
- **2.** DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

B. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program. Furthermore, DFPS reserves the right to reimburse at a rate equal to the rate DFPS employees receive even if the rates set by TexTravel are higher.

C. NO DEBT AGAINST THE STATE.

For Grantees that are not governmental entities, this Contract will not be construed as creating any debt by or on behalf of the State of Texas.

D. DEBT TO STATE.

If a law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges that DFPS's payments under the Contract will be applied toward eliminating the Grantee's debt or delinquency, regardless of when it arises.

E. RECAPTURE OF FUNDS.

Grantee agrees that:

- DFPS will withhold all or part of any payments to Grantee to offset overpayments made to Grantee. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates; that are not allowed under applicable laws, rules, or regulations; or that are otherwise inconsistent with this Contract, including any unapproved expenditures.
- **2.** It will return to DFPS any amounts paid that are disallowed pursuant to any financial and compliance audit of funds received under this Contract; and
- **3.** It will reimburse such disallowed costs from funds that were not provided or otherwise made available to Grantee under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.

F. FINANCIAL REMEDIES.

In addition to any other remedy under law, DFPS reserves the right to implement financial remedies based on monitoring or audit findings related to violations of this Contract's requirements including recovery of all actual damages DFPS accrues as a result of a Grantee's noncompliance. As applicable to this Contract, additional financial remedies or liquidated damages may be provided for in this Contract's Supplemental and Special Conditions.

G. ALLOWABLE COSTS.

DFPS will reimburse the allowable costs incurred in performing the Contract that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DFPS will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If DFPS has paid funds to Grantee for unallowable or ineligible costs, DFPS will notify Grantee in writing, and Grantee shall return the funds to DFPS within 30 calendar days of the date of this written notice. DFPS will withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to DFPS or if financial status reports required under the Financial Status Reports section are not submitted by the due dates. DFPS will take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by the Texas Grant Management Standards (TxGMS) with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable	Applicable	Audit	Administrative
Entity	Cost	Requirements	Requirements
	Principles		
State, Local	2 CFR, Part 225	2 CFR Part 200,	2 CFR Part 200
and Tribal		Subpart F and	and TxGMS
Governments		TxGMS	
Educational	2 CFR, Part 220	2 CFR Part 200,	2 CFR Part 200
Institutions		Subpart F and	and TxGMS
		TxGMS	
Non-profit	2 CFR, Part 230	2 CFR Part 200,	2 CFR Part 200
Organizations		Subpart F and	and TxGMS
		TxGMS	
For-profit	48 CFR, Part 31	2 CFR Part 200,	2 CFR Part
Organization other	Contract Cost	Subpart F and	200 and
than a hospital	Principles	TxGMS	TxGMS
	Procedures, or		
	uniform cost		
	accounting		
	standards that		
	comply with cost		
	principles		
	acceptable to the		
	federal or state		
	awarding agency		

H. INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT.

If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with TxGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200 Government Auditing Standards, and TxGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits. Texas Health and Human Services Commission (HHSC) Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within 30 calendar days after notification by HHSC Single Audit Services to do so, then Grantee shall be subject to the DFPS sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section and state procurement procedures as well as with the provisions of TxGMS.

I. SUBMISSION OF AUDIT.

Within 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the Single Audit or Program-Specific Audit to DFPS as directed in this Contract and another copy to: single audit report@hhsc.texas.gov.

J. INSURANCE.

For Grantees that are not governmental entities, the following apply:

- Unless otherwise specified in this Contract, its Supplemental and Special Conditions or the solicitation that this Contract resulted from, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance and in the type and amount customarily carried within the industry or as determined by DFPS.
- 2. Grantee will provide evidence of insurance upon request by DFPS.
- **3.** If any policy is determined by DFPS to be deficient and to not comply with the terms of this Contract, Grantee will secure such additional coverage as required by DFPS, law, or regulation.
- **4.** If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

K. NONSUPPLANTING.

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other sources but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

SECTION II RECORDS- ACCESS, AUDIT, ANDRETENTION

A. RECORDS RETENTION AND ACCESS.

- **1.** Grantee will keep and maintain accurate and complete records necessary to determine compliance with this Contract and applicable laws.
- **2.** Grantee will provide access to its records to DFPS, the Texas State Auditor's Office (SAO), the federal government, and their authorized representatives.
- 3. Unless otherwise specified in this Contract, Grantee will maintain legible copies of Subcontracts under this Contract and all related documentation for a minimum of seven years after the terminate on of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.

GRANTEE WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM

THE DFPS CONTRACT MANAGER.

B. SAO AUDIT.

- 1. Grantee understands that acceptance of funds under this Contract or through a Subcontract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds.
- 2. Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.
- **3.** Grantee agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
- Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subgrantees related to this contract and the requirement to cooperate is included in any subcontracts it awards.

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

- Grantee will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
- 2. Any such correction will be at Grantee or its Subgrantee's sole expense.
- **3.** Whether Grantee's action corrects the noncompliance will be solely the decision of DFPS.
- Grantee must provide, at DFPS's request, a copy of those portions of Grantee's and its Subgrantees' internal audit reports relating to this Contract.

D. CONFIDENTIAL INFORMATION.

- Grantee agrees to only use DFPS confidential information for the purpose of this Contract and to comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including but not limited to the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients:
 - a. Section 106 of the Child Abuse Prevention and Treatment Act, codified at 42 U.S.C. 5106a;
 - b. Section 471 of Title IV-E of the Social Security Act, codified at 42
 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 and 45
 CFR 205.50;
 - c. Social Security Administration data, including without limitation Medicaid information (Social Security Act, 42 U.S.C. Chapter 7);
 - d. Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99;
 - e. Protected health information, including electronic protected health information or unsecured protected health information under the

Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;

- f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C.
- g. §290dd-2, 42 CFR Part 2;
- h. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
- i. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. §552a;
- j. Personal identifying information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16,
- k. Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
- I. Texas Family Code §261.201 and related provisions in Chapters 261 and 264;
- m. Texas Health and Safety Code §81.046 and Chapters 181 and 611;
- n. Texas Human Resources Code §12.003, §40.005, and Chapter 48;
- o. Texas Public Information Act, Texas Government Code Chapter 552;
- p. 19 Texas Administrative Code Chapter 702 Subchapter F (Child Protective Services) and Chapter 705 Subchapter M (Adult Protective Services); and
- q. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
- 2. Grantee will notify DFPS immediately, but not later than 24 hours, after Grantee discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. Grantee will also fully cooperate with DFPS in investigating, mitigating, and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.
- **3.** Grantee will only disclose information according to applicable law and will notify DFPS as required by the applicable law when it makes a disclosure.
- **4.** In the event the Grantee receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal, or other similar legal process, they will provide DFPS with written notice of this request or demand within two business days of receiving it.

E. PUBLIC INFORMATION ACT.

- 1. Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.
- 2. In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with DFPS pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to DFPS.

SECTION III OWNERSHIP AND INTELLECTUAL PROPERTY

A. OWNERSHIP.

DFPS owns all work produced by Grantee under this Contract.

B. INTELLECTUAL PROPERTY.

- To the extent any services, deliverables, or work performed by Grantee results in the creation of intellectual property, all rights, title, and interest in and to such intellectual property will vest in DFPS upon creation and will be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.
- 2. To the extent that title to any such intellectual property will not by law vest in DFPS, or such intellectual property will not be considered a "work made for hire," Grantee hereby irrevocably assigns all rights, title, and interest therein to DFPS.
- **3.** Grantee must give DFPS and the State of Texas, as well as any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section without any additional charge or expense beyond the stated amount payable to Grantee authorized under this Contract.

SECTION IV NOTICE AND REPORTING

A. NOTICE OF LEGAL MATTER OR LITIGATION.

Grantee will notify their assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Grantee becoming aware of the litigation or legal matter.

B. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

Grantee will notify their assigned DFPS Contract Manager within 10 days of any change to the Grantee's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to Grantee's name or identity, ownership, control, or governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

C. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Grantee when it receives a complaint about the Grantee and advise the Grantee whether DFPS will conduct an investigation or will coordinate with the Grantee for an investigation. When DFPS requires the Grantee to conduct any part of the complaint investigation, Grantee must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

D. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT UNIFORM TERMS AND CONDITIONS

In addition to any other reporting requirement, Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation to DFPS Statewide Intake by either phone at **1-800-252-5400** or online at <u>https://www.txabusehotline.org/Login/Default.aspx</u>.

E. REPORTING CRIMINAL CONDUCT

In addition to any other reporting requirement, if the Grantee, DFPS, or their employees become aware of either Grantee's, DFPS's or their employees' conduct against a person receiving DFPS's services that could constitute a criminal offense, they must report it to a local law enforcement agency no later than 48 hours after becoming aware of such criminal conduct.

SECTION V AMENDMENT

A. BILATERAL AMENDMENT.

Except as provided for in the Unilateral Amendment section below, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

B. UNILATERAL AMENDMENT.

A Unilateral Amendment will be effective on the date that is specified in it. DFPS has sole discretion to issue a Unilateral Amendment to modify a Contract's requirements, terms, or conditions as follows:

- 1. Correct an obvious clerical error;
- 2. Modify a Contract or Grant Number or Agency ID Number;
- **3.** Incorporate new or revised state or federal laws, regulations, rules, or policies;
- **4.** Comply with a court order or judgment;
- 5. Update service-level description or daily rates;
- 6. Update Grantee's name as recorded by the Secretary of State, as required by law, or as authorized by DFPS;
- 7. Change either Party's Contract or Grant Manager or contact information;
- **8.** Change any recorded license number based on information obtained from the agency or entity issuing the license; and
- **9.** For Open Enrollments only, add or delete a geographic service area, service delivery location, or service type as long as it is part of a current Open Enrollment.

SECTION VI TERMINATION

A. TERMINATION FOR CONVENIENCE.

DFPS will terminate the Contract, in whole or in part, at any time when in its sole discretion, DFPS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DFPS's notice of termination.

B. TERMINATION FOR CAUSE.

- 1. If the Grantee fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.
- 2. In addition to any other remedy allowed by law, Grantee will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Grantee. These costs include but are not limited to the costs of procuring a substitute Grantee and the cost of any claim or litigation that is reasonably attributable to Grantee's failure to provide services or goods.

C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

SECTION VII GENERAL PROVISIONS

A. GOVERNING LAW AND VENUE.

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas, unless DFPS elects otherwise. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it will now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

B. INDEMNITY.

THE FOLLOWING APPLIES TO GRANTEES THAT ARE NOT GOVERNMENTAL ENTITIES.

- GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND DFPS AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM:
 - a. GRANTEE'S PERFORMANCE UNDER THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
 - b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF CONTRACT BY THE GRANTEE OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;

- c. EMPLOYMENT OR ALLEGED EMPLOYMENT DISCRIMINATION, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR
- **d.** WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.
- **2.** NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OF DFPS'S SOVEREIGN IMMUNITY.
- **3.** IF DFPS IS A NAMED DEFENDANT IN ANY SUIT INVOLVING THIS CONTRACT, THE DEFENSE WILL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE MAY NOT AGREE TO ANY SETTLEMENT REGARDING SUITS INVOLVING THIS CONTRACT IF DFPS IS A NAMED DEFENDANT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE TEXAS ATTORNEY GENERAL.

C. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.

 Before providing direct services or having direct client contact, or access to client records, the Grantee will submit information necessary for DFPS to conduct background checks on its employees, Subgrantees, or volunteers according to the DFPS Background Checks Handbook under the applicable policy section at

http://www.dfps.texas.gov/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the employee, Subgrantee, or volunteer can provide direct services, have direct contact, or access client records, the Grantee must receive notice from DFPS that the background check has been approved.

2. If while providing direct services or having direct client contact or access to client records, the Grantee becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state, or local agency or board of an employee, Subgrantee, Subcontractor or volunteer, then the Grantee will notify DFPS within 10 business days of becoming aware of it. DFPS will determine if and when the employee, subgrantee, or volunteer can have direct contact with clients.

D. ASSIGNMENTS.

Grantee will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect. This Section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

Grantee agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.

E. SEVERABILITY.

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist, and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

F. SURVIVABILITY.

Termination or expiration of this Contract will not release either Party from any liabilities or obligations that the Parties have expressly agreed will survive any such termination or expiration, that remain to be performed, or that by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and retaining records.

G. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties after a good faith effort is prevented from complying with any express or implied covenant of this Contract by reason of war, terrorism, rebellion, riots, strikes, acts of God, any valid order, rule, or regulation of any governmental authority, or similar events that are beyond the control of the affected Party (collectively referred to as force majeure events), then while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming force majeure will promptly notify the other Party of the force majeure event in writing of the reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

H. AUTHORITY OF DFPS STAFF.

DFPS staff are not authorized to sign non-DFPS forms unless DFPS has given prior approval to those forms. DFPS is not bound to the terms of any forms signed by unauthorized staff.

I. DISPUTE RESOLUTION.

For Grantees that are not governmental entities, the Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute that arises under this Contract. Grantee's Notice of Claim of Breach of Contract is delivered to their DFPS Contract Manager in their Contract and to the DFPS Office of General Counsel at the address listed below, by hand, certified mail return receipt requested, or other verifiable delivery service, and is effective on date received.

Office of General Counsel Physical Address 4900 N. Lamar Blvd. Austin, TX 78751

Mailing Address

P.O. Box 149030 Austin, TX 78714-9030 Mail Code: E611

J. WAIVER.

DFPS's failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract will not constitute a waiver of any provision of the Contract.

K. CIVIL RIGHTS.

- **1.** Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - c. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - d. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - f. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- 2. Grantee agrees to comply with all amendments to these laws and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any service or other benefit provided by federal or state funding or otherwise be subjected to discrimination.
- **3.** Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 and its implementing regulations found at 45 CFR Part 80 or 7 CFR Part 15 that prohibit a Grantee from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Grantees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, orally, in writing, and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government-funded programs, benefits, and activities.
- 4. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at https://www.hhs.texas.gov/about/your-rights/civil-rightsoffice/civil-rights-posters.
- 5. Grantee agrees to comply with Executive Orders 13279 and 13559 and their implementing regulations at 45 CFR Part 87 or 7 CFR Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT UNIFORM TERMS AND CONDITIONS

beneficiary on the basis of religion or religious belief. Grantee must provide written notice to beneficiaries of these rights.

- **6.** Upon request, Grantee will provide the HHSC Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- **7.** Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than 10 calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office North Austin Complex 4601 W. Guadalupe Street, Mail Code W206 Austin, TX 78751

> Phone Toll Free: (888) 388-6332 Phone: (512) 438-4313 TTY Toll Free: (877) 432-7232 Fax: (512) 438-5885

L. PERMIT AND LICENSE.

Grantee will be responsible at its expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations, or laws necessary or required for the Grantee to provide services or goods under this Contract.

M. WARRANTY.

Grantee warrants that all services, deliverables, and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry; conform to or exceed the specifications set forth in the Contract; be fit for ordinary use and of good quality; and contain no material defects.

N. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the Contract term to perform duties within Texas and all persons (including Subgrantees) the Grantee assigns to perform services, deliverables, and work pursuant to the Contract.

O. REPORT OF WASTE, FRAUD, OR ABUSE.

Grantees who suspect fraud, waste, or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at

https://sao.fraud.texas.gov/ReportFraud/.

P. EQUITY AND INCLUSION IN SERVICE DELIVERY.

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT UNIFORM TERMS AND CONDITIONS

- **1.** Grantee will ensure staff maintain an openness to on-going learning and self-reflection around culture.
- Grantee will make reasonable efforts to provide services that take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to present information in a way that meets each client's individual needs.
- **3.** Grantee will provide services in the client's primary language either directly by Grantee or by a DFPS approved translator.
- 4. Grantee will have a mission statement, core values, or other similar guidance that abridges how the Grantee will effectively provide services to clients of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms the client's experiences, protects and preserves the clients' dignity, builds healthy partnerships between Grantee and clients, and ensures equity of service delivery.

Q. PUBLICITY.

- Unless prior written authorization is given by DFPS, Grantee must not use the name of, or directly or indirectly refer to DFPS in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
- 2. Grantee will publish, at its sole expense, results of Grantee performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Grantee will acknowledge the support received in all format types (written, visual, and audio) from DFPS and the Federal Agency, as applicable.

R. LIMITATION OF DFPS NAME, SEAL, OR LOGO.

- **1.** Grantee will not use the DFPS name, seal, or logo in any form or manner without the prior written approval of DFPS.
- **2.** Grantee will not use the DFPS name, seal, or logo to imply any DFPS endorsement, approval, or sponsorship of Grantee's goods or services.

S. SUBCONTRACTING AND SUBAWARDING.

As applicable under the Contract, Grantee will comply with the following:

- Grantee will be responsible to DFPS for all Subcontractors' and Subgrantees' performance under this Contract. Subcontractors and Subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
- **2.** No Subcontract or Subaward under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
- **3.** Grantee cannot subcontract or subaward case management services without prior written DFPS permission.
- **4.** Grantees planning to subcontract or subaward all or a portion of the work to be performed will identify the proposed Subcontractors and Subgrantees.
- 5. Subcontracting and Subawarding will be solely at Grantee's expense.
- **6.** DFPS retains the right to check Subcontractors' and Subgrantees' backgrounds and to approve or reject the use of submitted Subcontractors

and Subgrantees.

- **7.** Grantee will be the sole contact for DFPS, and Grantee will list a designated point of contact for all DFPS inquiries.
- 8. Grantee will include a term in all subcontracts and subawards that incorporates this Contract by reference and binds Subcontractors and Subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the Subcontractor and Subgrantee as well as explicitly hold that this Contract controls in the event of any conflict with Subcontractor. DFPS approval of Grantee's use of any Subcontractor and Subgrantee is conditioned upon the extent that any subcontract and subaward does not conflict with any requirements of the Contract between DFPS and Grantee.

T. INFORMATION SECURITY AND CYBERSECURITY TRAINING REQUIREMENTS.

As applicable to this Contract, the Grantee must comply with DFPS's Data and System Security Requirements at:

<u>http://www.dfps.texas.gov/Doing_Business/documents/Contractor_Data_and_Syst</u> <u>em_Security_Requirements.pdf</u> and agrees to periodically check for, and comply with, any updates made to this document.

U. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated/internet-based applications, or immediately notify DFPS that access to such applications needs to be terminated for any employee, Subcontractor, Subawardee, or volunteer whose employment, subcontract, or volunteer term with Grantee has ended for any reason.

V. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS.

Upon request from DFPS, Grantee will provide copies of its most recent business continuity and disaster recovery plans.

W. UNIFORM ACCESSIBILITY REQUIREMENTS.

As applicable to this Contract, the Grantee must comply with DFPS's Uniform Accessibility Requirements at

<u>http://www.dfps.texas.gov/Doing_Business/documents/DFPS-Uniform-</u> <u>Accessibility-Requirements-Section508-WCAG2.0.pdf</u> and agrees to periodically check for, and comply with, any updated requirements made to this document.

SECTION VIII CERTIFICATIONS AND AFFIRMATIONS

As applicable to this Contract, Grantee certifies and affirms by entering into this Contract that these certifications and affirmations apply to Grantee and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, Subgrantees, independent contractors, and any other representatives who will provide services under or who have a financial or other interest in this Contract.

- **A. Dealing with Public Servants.** Grantee has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- **B. Prior Disaster Relief Contract Violation.** Under Texas Government Code §2155.004 (regarding the prohibition of certain financial participation by persons) and §2155.006 and §2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina, or other disasters), Grantee acknowledges that it is not ineligible to receive this Contract and that this Contract will be terminated and payment withheld if this certification is found to be inaccurate.
- **C. Child Support Affirmation Obligation**. Under Texas Family Code §231.006 (relating to delinquent child support), Grantee acknowledges that it is not ineligible to receive the specified Grant, Ioan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate.
- D. Suspension and Debarment. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, 2 CFR Part 376 Debarment and Suspension and any relevant regulations promulgated by the department or agency funding this project. Grantee agrees that this provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds. Furthermore, Grantee acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.
- E. Excluded Parties. Grantee is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement or award are listed at <u>https://sam.gov/search/?index</u>. This Contract will be terminated, and payment withheld if this certification is inaccurate. Grantee must include this provision in its entirety in Grantee's Contracts, subawards, and subcontracts.
- **F. Executive Head of a State Agency Affirmation.** Under Texas Government Code §669.003 (relating to contracting with the executive head of a state agency), Grantee acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.
- **G. Franchise Tax Status.** Grantee acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.
- H. Lobbying Prohibition. Payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §556.005, §556.0055, or §556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- Buy Texas Affirmation. If this Contract is for services, the Grantee will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this §2155.4441 is not applicable to Contracts or Contracts with federal funding

that further prohibits the use of geographic preferences.

- J. Antitrust Affirmation. Grantee has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Grantee hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C.§1, et seq., and Texas Business and Commerce Code §15.01, et seq.
- **K. Entities that Boycott Israel.** If the Grantee is a "Company" under Texas Government Code §808.001, at the time of executing this Contract, the Grantee is certifying that it does not boycott Israel and will not boycott Israel during the term of this Contract.
- L. Human Trafficking Prohibition. Under Texas Government Code §2155.0061, Grantee certifies that it is not ineligible to receive this Grant and acknowledges that this Contract may be terminated, and payment withheld if it is found that during the five-year period preceding the date of this Contract, the Grantee was convicted of any offense related to the direct support or promotion of human trafficking.
- **M. Foreign Terrorist Organizations.** Under Texas Government Code §2252.152, the Grantee warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
- **N. Contracting Information Responsibilities.** The requirements of Texas Government Code 552, Subchapter J may apply to this Contract, and the Grantee agrees that this Contract can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of this Subchapter.
- **O. COVID-19 Vaccine Documentation.** Grantee represents and warrants that it is in compliance with Section 161.0085(c) of the Texas Health and Safety Code and is eligible pursuant to that section to receive a grant or enter into a contract with DFPS payable with state funds.
- P. Firearm and Ammunition Industries Discrimination Prohibition. For Contracts entered into on or after September 1, 2021, if Grantee is a Company under Texas Government Code § 2274.002 at the time of executing this Contract, Grantee certifies that it is exempt under that section, or it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.
- **Q.** Abortion Provider and Affiliate Transactions Prohibited. Grantee certifies that this Contract is not a taxpayer resource transaction prohibited by Texas Government Code §2273.002 made by DFPS to the Grantee and Grantee's Receipt of appropriated funds under this Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT SUPPLEMENTAL AND SPECIAL CONDITIONS

SECTION I SUPPLEMENTAL CONDITIONS

The following Supplemental Conditions modify the DFPS Grant Uniform Terms and Conditions.

- A. Section I., B., **PROMPT PAYMENT** is deleted in its entirety.
- **B.** Section I., C., **TRAVEL EXPENSES** is deleted in its entirety and replaced with the following:

Travel must always be billed at the current approved General Service Administration (GSA) rate in effect for the service date on the invoice. Rates may be found at: <u>https://www.gsa.gov/travel-resources</u>. Mileage rates may be found at: <u>http://www.gsa.gov/mileage</u>.

- C. Section VII., R., LIMITATION OF DFPS NAME, SEAL OR LOGO is deleted in its entirety and replaced with the following:
 - 1. Grantee will not use the DFPS name, seal or logo in any form or manner.
 - 2. Grantee will not use the DFPS name, seal or logo to imply any endorsement, approval, or sponsorship of Grantee's goods or services by DFPS.

SECTION II SPECIAL CONDITIONS

In addition to the DFPS Uniform Terms and Conditions, the Grantee agrees to comply with the following DFPS Grant Special Conditions.

A. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261.

B. REMEDIES.

In addition to any other remedy provided under this Contract or state or federal law, DFPS may impose the following.

DFPS reserves the right to implement the following remedies to ensure contract compliance or to address contract violations. DFPS may require the Grantee to take specific corrective actions to maintain compliance with applicable federal or state regulations and the terms and conditions of this Contract. The Grantee's failure to comply with the specific corrective actions from DFPS may be grounds for DFPS to suspend or terminate the Contract, in whole or in part.

1. **Technical Assistance.** DFPS may provide informal support, guidance, clarification, and other forms of technical assistance via phone, email, and fax to resolve contract or performance compliance issues. Grantee will document all such instances of technical assistance by DFPS in writing, including any implementation work.

2. Technical Resolution. DFPS and Grantee may enter a joint technical process. Both parties will hold face to face meetings or scan calls where both parties will identify issues, barriers, potential solutions, and implementation strategies to fix noncompliance and performance issues. DFPS will document these sessions and provide Grantee with a final technical guidance document for implementation.

3. Letter of Concern (LOC). A LOC is a tool to assist Grantees in meeting contract requirements. A LOC serves as a formal notification of an observed deviation from contract performance, Project Work Plan or other requirements. If there are still observed deviations three months after issuance of a LOC, PEI may then begin a Corrective Action Plan (CAP). A LOC may be issued in the following circumstances:

- a. Outputs are not met for two (2) consecutive months.
- b. A core program (as determined by DFPS) component is not delivered for one (1) quarter.
- c. Identified reoccurring or ongoing issues that impact program performance for two (2) months.
- d. Required data is late, incomplete or missing in PIERS for two (2) consecutive months.
- e. Monthly billing is late, incomplete or missing for two (2) consecutive months.

4. Corrective Action Plan (CAP). DFPS will provide the Grantee with a CAP that identifies areas of noncompliance, poor performance, or other deficiencies. Grantee must respond in writing within the timeframes required in the CAP, address each identified defect, and provide an appropriately thorough response to DFPS for review and approval. After DFPS approves a CAP, it will be incorporated into the Contract by this reference. Upon receipt of DFPS approval, the Grantee must implement and maintain compliance with the requirements of the CAP. Failure to appropriately implement or maintain compliance with the CAP will serve as grounds for the exercise of any additional remedies under this Contract. A CAP may be issued in the following circumstances:

- a. A core program (as determined by DFPS) component is not delivered for two (2) quarters.
- b. Outputs are not met for four (4) consecutive months.
- c. Identified reoccurring or ongoing issues that impact program performance for four (4) months.
- d. Required data is late, incomplete or missing in PIERS for four (4) consecutive months.
- e. Monthly billing is late, incomplete or missing for four (4) consecutive month.

5. Financial Remedies for Actual Damages. DFPS reserves the right to implement fiscal remedies based on monitoring or audit findings of violations of Contract requirements; including recovery for any and all actual damages DFPS accrues as a result Grantee's noncompliance with this Contract.

6. Restriction of Staff. DFPS reserves the right to require Grantee to remove any employee, volunteer, or agent of the Grantee or any subgrantee from the provision of services under this Contract or to prohibit any employee, volunteer, or agent of the Grantee or any subgrantee from having direct contract with DFPS referred clients or client records.

C. INFORMATION SECURITY REQUIREMENTS.

Grantee must comply with:

<u>http://www.dfps.state.tx.us/Doing_Business/documents/Contractor_Data_and_System_Secur_ity_Requirements.pdf</u> and agrees to periodically check for any updates made to this document and comply with any updates made to these requirements.

D. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated/internet-based application(s), or immediately notify DFPS that access to such applications needs to be terminated for an employee, subcontractor, subgrantee, or volunteer whose employment, subcontract, subaward or volunteer term with Grantee has ended for any reason.

E. TESTIMONY IN PROCEEDINGS.

Grantee will require its employees to testify in judicial and administrative proceedings at the request of DFPS. To the extent possible, Grantee will also assist DFPS in locating past employees, agents, volunteers, consultants, contractors or subgrantee when DFPS requires past employees, agents, volunteers, consultants, contractors or subgrantees to appear and testify in accordance with this subsection.

F. NOTIFICATIONS.

Grantee will notify the DFPS immediately of any significant change affecting Grantee or this Contract, including, but not limited to, change of Grantee's name or identity, ownership, control, governing board membership, key personnel, any problem or potential problem associated with performance or services, or payee identification number. Grantee will also provide DFPS with any documentation or information related to a notification provided for under this section. Grantee will also notify DFPS of any lawsuit brought against Grantee related to the services provided for in this Contract. Unless otherwise noted in this Contract, Grantee will provide all notices in writing to the DFPS within ten (10) working days.

G. TRANSITION AFTER TERMINATION.

At the end of the contract term or other contract termination or cancellation, Grantee will in good faith and in reasonable cooperation with the DFPS, aid in the transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled. Upon termination or expiration of this contract, DFPS will work with Grantee to transfer all services as efficiently as possible with

Exhibit C Grant Supplemental and Special Conditions RFA HHS0008417

the goal to have all necessary services transferred by the effective date of the expiration or termination of the Contract. However, if a transfer of all necessary services is not possible, Grantee will continue to provide necessary services in accordance with all terms and conditions of this Contract until all necessary client services are completely transferred.

H. STATEMENT OF WORK VS. PROJECT WORK PLAN.

The Statement of Work is the formal document incorporated into the contract. The Project Work Plan documents how the Grantee will achieve the performance measures outlined in the Contract. Changes to the Statement of Work require an amendment and Project Work Plans may be changed with written approval from PEI and the Grantee.

- 1. Statement of Work Changes. Grantee cannot make any changes to the Statement of Work without a formal contract amendment. An amendment is required to change any terms outlined in the contract including but not limited to:
 - a. Performance measures (outputs/outcomes)
 - b. Service areas outlined in the contract
 - c. Target populations
 - d. Addition or deletion of Primary Services outlined in the Statement of Work
 - e. Addition or deletion of Ancillary services outlined in the Statement of Work
 - f. Any extension of the contract end date

2. Project Work Plan (PWP) Changes.

- a. Any post-award contract changes to the PWP must not alter the Statement of Work for the contract without a contract amendment. The procurement and contract documents serve as the primary guide in establishing whether a change to the PWP is allowable.
- b. PEI may allow or make limited modifications to the PWP to meet unanticipated needs at any point during the life of the contract. Either the Grantee or PEI may identify the need for such a change.
- c. A Project Work Plan change requires prior written approval from PEI.
- d. A change to the Project Work Plan may include:
 - i. Point of contacts
 - ii. Service Delivery locations or hours
 - iii. Service areas if the change is consistent with the original Statement of the procurement and resulting contract, e.g. add or subtract zip codes within a county (when applicable)
 - iv. Policies or procedures used to provide services including:
 - a.Intake process;
 - b.Determining client eligibility;
 - c. Plan or process for retaining clients in the program;
 - d.Case documentation;
 - e.Linking participants with other social service providers when necessary;
 - f. Case closure or termination of services to clients; and
 - g.Referrals to subawardees.

Exhibit C Grant Supplemental and Special Conditions RFA HHS0008417

- v. Policies, procedures and strategies used to ensure services are not denied or delayed when Applicant's agency is at maximum capacity
- vi. Staffing plan (provided change meets minimum contract requirements)
- vii. Staff training plan
- viii. Processes concerning contract administration
- ix. Processes concerning subaward administration
- x. Cost per client
- xi. Subawardees (subcontractors)

I. QUALITY INCENTIVE PROJECT (QIP)

1. Deliverables

- a. PEI will define a set of deliverables within each strategy of PEI programs to ensure the Grantee provides quality services.
- b. PEI will inform the Grantee of the specific deliverable details and metrics for measuring via Notice of Award at the beginning of each State of Texas fiscal year and periodically throughout the contract lifecycle if PEI modifies the deliverables.
- c. PEI will track QIP deliverables are tracked through the Prevention Early Intervention Reporting System (PEIRS) throughout each year of the contract.

2. Quality Incentive Project Payments

- a. PEI may award QIP payments to high performing grantees for achieving deliverables if unspent appropriated funding is identified and approved for disbursement.
- b. Grantee will receive notice of these disbursements via a Notice of Award.
- c. Each fiscal year, Grantee may earn a maximum of 25% of their annual budget.

J. NOTICE OF AWARD.

PEI may use a Notice of Award to announce, modify or clarify the annual grant budget, performance measures, Quality Incentive Project (QIP) terms or other contract or grant requirements.

K. PROGRAM FORMS AND SOCIAL SECURITY NUMBERS.

Grantee is required to complete all fields of program forms in their entirety, including any social security number fields. If a client refuses to provide their social security number, Grantee must document refusal in the case file. The expectation is that Grantees make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are required fields in the database; however, the expectation is that the form is completed thoroughly. Primary caregivers must sign program forms giving consent for services prior to the provision of services.

L. CONTRACTUAL OBLIGATIONS. A Grantee's acceptance of funds directly under the contract or indirectly through a subaward acts as acceptance of the authority of the state, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. In accordance with the legislative audit committee, DFPS can request any documentation, at any time, to be sent to DFPS to a location DFPS chooses.

Examples of documentation that may be requested includes, but is not limited to, client files in their entirety (progress notes, action plans, registration forms, protective factor surveys, sign in sheets, monthly tracking forms, referral information, etc.), invoices that support monthly billings, a grantee's full general ledger, etc.

M. COST REIMBURSEMENT CONTRACT.

- 1. **Basis for Payment.** DFPS is not obligated to pay unauthorized costs or to pay more than Grantee's allowable and incurred costs consistent with 45 CFR 75, Subpart E. Grantee is responsible for submitting bills in an accurate and timely manner for each service period and for notifying DFPS of a need to expedite payment. DFPS will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.
- 2. Regulation Compliance. Grantee will remain in compliance with 45 CFR Part 75, Subpart E. The reimbursement made to Grantee will not exceed Grantee's actual costs to provide the services under this Contract and Grantee's actual costs, both direct and indirect, must be allowable, reasonable, and allocable.
- **3. Physical Property.** Grantee will assume responsibility for the protection of all physical property and equipment purchased under this Contract. Grantee must furnish DFPS 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, Grantee will notify appropriate local law enforcement authorities.
- 4. Equipment. Equipment is any article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of: the capitalization level established by the Grantee for financial statement purposes or \$5,000. Grantee will follow the provisions of 45 CFR 75.320 regarding disposition of any equipment purchased under this Contract with funds allocated to Grantee or its sub-awardee. Grantee will not give any security interest, lien, or otherwise encumber any item of equipment purchased under this contract funds. Grantee will permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. Grantee will maintain a current inventory of equipment that is always available to DFPS upon request. Cost reimbursement Grantees must also follow the following guidelines when contracting with DFPS.
 - a. Cost reimbursement grantee must add certain types of equipment items that are classified as "controlled assets" as designated in the Comptroller's State Property Accounting (SPA) Process User's Guide, available on the Internet, to their inventory. Grantees should review the SPA guide periodically for the most current list.
 - b. All cost reimbursement grantees must follow the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" for equipment disposition purposes, except when federal or statutory requirements supersede.
 - c. Grantee must request DFPS approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
 - d. Any change to the equipment category in a cost reimbursement budget will require prior approval from DFPS.

N. BUSINESS CONTINUTITY AND DISASTER RECOVERY PLANS.

Upon request from DFPS, Grantee will provide copies of its most recent business continuity and disaster recovery plans.

O. PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.

As applicable, Grantees must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a twoyear (eight fiscal year quarters) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice that is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

COMMUNITY YOUTH DEVELOPMENT PROGRAM

PROJECT WORK PLAN

The Project Work Plan provides specific details of how services will be implemented under this Grant. The Project Work Plan is designed to be a flexible document that may be revised periodically over the Period of Performance. This flexibility allows the Subgrantee to propose minor revisions to services or operations to respond to changing context. Revisions to the Project Work Plan must not change the overall scope of the project and must be approved by DFPS and Tarrant County prior to implementation. DFPS and Tarrant County reserve the right to make the final determination on any proposed revisions.

GRANTEE NAME: Tarrant County

CONTRACT NUMBER: HHS000841700005 / AGENCY ACCOUNT ID: 24821479

PERIOD OF PERFORMANCE: 06/01/2024 - 08/31/2024

FISCAL YEAR: 2024

SUBAWARDEE NAME:

NAME OF PROGRAM(S):

ZIP CODES/S:

RECORD OF PROJECT WORK PLAN CHANGES					
CHANGE #	DATE APPROVED	SUMMARY OF CHANGE	APPROVED BY	BUDGET CHANGE (Y/N)	
1					
2					
3					

ТҮРЕ	NAME	TITLE	EMAIL	PHONE
PRIMARY CYD PROGRAM CONTACT				
FISCAL MANAGER				
EXECUTIVE DIRECTOR OR PRESIDENT				
SIGNATORY *This individual is authorized to sign the contract.				
PUBLIC CONTACT INFORMATIC	N			
MAIN AGENCY WEBSITE:				
AGENCY EMAIL ADDRESS:		PUBLIC PHONE:	PUBLIC EMAI	L CONTACT:

FY24 - CYD PROGRAM SUMMARY CHART

Instructions – Required programming and ancillary programming component details are outlined in Section IV of the RFA. Only list program components that apply to the service types provided by your program(s).

Detail services for FY 2024 (06/01/2024 – 08/31/2024)

Program Component List all required and ancillary program components offered	PROGRAM NAME	ANTICIPATED ANNUAL OUTPUT*	ANTICIPATED AVERAGE MONTHLY OUTPUT*	PROGRAM LENGTH	FREQUENCY AND INTENSITY OF PROGRAMMING - Total # of sessions, visits, or interactions per Participant	DAYS/TIMES PROGRAMMING PROVIDED BY AGENCY	LOCATION – include all where programming is offered	VIRTUAL MODIFICATIONS (if applicable)
Ex: Mentoring	Ex: Kids in Action	Q1-Q3: 80 unduplicated Q4: 70 unduplicated	Q1-Q3: 35 unduplicated Q4: 20 unduplicated	Q1-Q3: 4-month cohorts (fall & spring) Q4: 3-month cohort (summer)	Q1-Q3: Bi-weekly 2 sessions per month x 4 months = 8 Q4: Weekly 4 sessions per month x 3 months = 12	Q1-Q3: First and Third Wednesdays 5p - 7p Q4: Wednesdays 5p - 7p	Q1-Q3: ABC High School Q4: XYZ Community Library	Via X platform

* An unduplicated Youth served is an Index Youth with a unique PEIRS client ID number who receives at least one service and is only counted one time during the State fiscal year. Indicate if Youth served Output target includes any duplicated Youth served.

CYD PROJECT WORK PLAN

CYD PROJECT WORK PLAN

	OUTPUTS	TARGET	OUTCOMES	TARGET
OUTPUT 1:	Expected average number of Index Youth served annually for FY24 (06/01/24-08/31/24).		OUTCOME 1: 10-17-year-old Index Youths will not engage in delinquent behavior.	100%
OUTPUT 2:	Expected number of Index Youth served monthly during the school year (September – May).	N/A	OUTCOME 2: Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge	80%
OUTPUT 3:	Expected number of Index Youth served monthly during the summer (June-August) for FY24 (06/01/24-08/31/24).		OUTCOME 3: Index youth improve in at least one domain or area of the Developmental Assets Profile (DAP) survey between pre- and post-program participation.	75%
OUTPUT 4:	Index Youth will complete the PEI Program Experience Survey at Discharge	50%		
OUTPUT 5:	Index Youth will complete a matching Developmental Assets Profile (DAP) pre- program participation and post-program participation survey.	60%		

TARGET POPULATION	
AGE RANGE	ANTICIPATED PERCENTAGE OF YOUTH SERVED ANNUALLY
Youth Ages 6-9	
Youth Ages 10-17	

GOALS AND OBJECTIVES <i>Please outline the goals and objectives for Fiscal Years 2024 and 2025. Objectives are intended to operationalize goals</i> <i>and should be Specific, Measurable, Achievable, Relevant and Time-bound (SMART).</i> (<u>http://www.health.state.mn.us/divs/opi/qi/toolbox/objectives.html</u>).
Goal 1:

Objective 1:

bjective 2:
bjective 3:
oal 2:
bjective 1:
bjective 2:
bjective 3:
oal 3:
bjective 1:
bjective 2:
bjective 3:

LOGIC MODEL

There is a wide variety of logic model formats, but most have the same key components including (resources/inputs, activities, outputs, outcomes and impact). Please include your logic model below.

REQUIRED & ANCILLARY PROGRAMMING PROVIDED

Please describe in detail the CYD Required and Ancillary Programming your organization provides, how the program will be delivered, and what developmental assets will be addressed.

Instructions – Required programming and ancillary programming details are outlined in Section IV of the RFA. Only complete the sections that apply to the service types provided by your program(s). If sections are not applicable, please leave blank.

REQUIRED PROGRAMMING (Add Sections as Necessary)

MENTORING		
Programming Period FY24 Q4: From: 06/01/2024	4 To: 08/31/2024	
All addresses (locations) where services will be provided, (please use full address): FY24 Q4:		
Describe the Mentoring services to be provided in detail, and Mentoring guidelines as outlined in Section 4.1.A of the RFA:		
What is the adult mentor to Youth mentee ratio:		
List the developmental assets addressed in this program component, see list of assets at the end of the PWP: FY24 Q4:		
Youth Population to be served:		
Males Females	□ 6-9 years of age □ 10-17 years of age	
Race/Ethnicity:	Grades Targeted:	

YOUTH LEADERSHIP DEVELOPMENT (YLD)

Programming Period FY24 Q4: From: 06/01/2024 To: 08/31/2024

All addresses (locations) where services will be provided, (please use full address): FY24 Q4:

Summarize the YLD program design and services to be provided in detail as outlined in Section 4.1.C of the RFA. Include Exhibit E: YLD Scope and Sequence and label as <u>Attachment D-1 Scope and Sequence</u>.

Describe how the three YLD elements will be incorporated into your program design.

1. Leadership knowledge

2. Leadership skill building

3. Leadership in action

Describe the process for ensuring YLD program Participants will be provided opportunities to serve in leadership roles in the community:

FY24 Q4:

List the developmental assets addressed in this program component, see list of assets at the end of the PWP: FY24 Q4:

Youth Population to be served:			
Males Females	□ 6-9 years of age □ 10-17 years of age		
Race/Ethnicity:	Grades Targeted:		

POST HIGH SCHOOL READINESS (PSHR)				
Programming Period FY24 Q4: From: 06/01/2024 To: 08/31/2024				
All addresses (locations) where services will be provided, (please use full address): FY24 Q4:				
<u>Check all that apply:</u>				
□ Career exploration and workforce readiness □ College readiness □ Curriculum-Based Life Skills □ Cher:				
Describe the PSHR programming to be provided in detail as outlined in Section 4.1.D of the RFA:				
Describe how PSHR programming will equip Youth with the experiences and skills necessary to successfully manage the responsibilities required upon entering college, career, and workplace environments: FY24 Q4:				
List the developmental assets addressed in this program component, see list of assets at the end of the PWP: FY24 Q4:				
Youth Population to be served:				

Males Females	□ 6-9 years of age □ 10-17 years of age
Race/Ethnicity:	Grades Targeted:

ANCILLARY PROGRAMMING (Add Sections as Necessary)

ANCILLARY				
Programming Period FY24 Q4: From: 06/01/2024	24 To: 08/31/2024			
All addresses (locations) where services will be provided, (please use full address): FY24 Q4:				
	Check all that apply			
Youth-Based Curriculum Family-Based Curr	irriculum Class 🛛 Sports and Movement 🖓 Academic Support			
□ Family Focused Activity □ Arts and Cultural	I Enrichment 🛛 Service Planning and Coordination			
Describe the programming to be provided in detail. For each program component chosen above, list and detail information each program component separately. FY24 Q4:				
List the developmental assets addressed in this program component, see list of assets at the end of the PWP: FY24 Q4:				
Youth Population to be served:				
Males Females	□ 6-9 years of age □ 10-17 years of age			
Race/Ethnicity:	Grades Targeted:			

FAMILY AND PRIMARY CAREGIVER ENGAGEMENT

Please outline your plan for how families and primary caregivers will be engaged in the CYD program.

What strategies will be used to demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD?

Please detail the timeline for implementing your plan and strategies as described above.

PROGRAM CURRICULUM AND EVIDENCE-BASED AND PROMISING PROGRAMS

Please briefly describe how all funded evidence-based or promising programs will be implemented.

Provide Exhibit F: PEI Evidence-Based Ranking Tool and label as Attachment D-2: PEI Evidence-Based Ranking Tool

Applicant provides documentation of evidence-base, research or information on each proposed program with a curriculum by completing the PEI Evidence-Based Program Ranking Tool.

For each Evidence-Based Program or Promising Practice Program proposed, describe any variations from the Evidence-Based Program(s) that have been approved by the developer.

CURRICULUMS

Attach a copy of all curriculums, and label as <u>Attachment D-3: Curriculums</u> Add additional rows as needed

Curriculum Name	Program Component (to be used with)	Link to Website or Information	Notes/Comments		

VIRTUAL PROGRAMMING

Please briefly describe how you may shift components of your program to virtual if needed.

What is your plan if for any reason **training** must shift to a <u>virtual format</u> due to social distancing, local restrictions, etc.?

If applicable, please indicate whether any events may need to be modified or cancelled should social distancing or local restrictions be in effect. Add additional rows if necessary.

Event or Initiative Begin Date		End Date	Audience/ Stakeholders		
For each Program Component able to be provided virtually, describe any variations or modifications.					

Please indicate what startup activities will be necessary at the start of a Grant Agreement including hiring and training staff, publicizing your program in the community, and recruiting Youth to the program.

Describe outreach and recruitment strategies and plans. Include plans to reach and engage families demonstrating priority characteristics. If any special population of Youth and families were identified to be served by the program, please provide and the ways the organization will tailor program delivery or outreach to meet the unique strengths, circumstances and needs of the population(s).

Describe plans to alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of community context such as Youth with the potential to be underrepresented in programming such as young men or youth from marginalized communities.

Describe accessibility of programming to Youth. Applicant must offer programming at times and places that meet the needs of local Youth.

Describe how transportation needs will be met. Address any Youth transportation barriers or needs, and how you will coordinate or provide transportation of Youth to participate in CYD program activities.

Describe how the program will assist in reducing juvenile delinquency or crime, how it will positively develop and enhance the lives of youth and their families, and what impact the program will have on the community.

Describe any established community partners (including program sites, Youth referrals, special events, etc.).

Describe the procedures or processes for enrollment, including how a Youth's eligibility will be assessed. Include information on any screening and assessment instruments your program will use to determine eligibility, needs, and strengths. Include details on the completion of CYD forms and action plans. Include your process for obtaining a new CYD Data Authorization Form annually for each Participant. Include your process for completion of Developmental Assets Profile (DAP) pre-surveys for Youth ages 10-17 years old.

List any additional assessment tools or surveys that will be utilized during programming (e.g. curriculum surveys, organizational surveys, etc.).

Outline retention plans. If incentives will be used to support retention, describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client.

Describe how Youth are referred to other needed supports when a Participant would benefit from additional programming or supports or when program is at capacity. Include how referrals to other programs or providers are documented, tracked, and supported.

Describe Participant activity documentation system(s), processes, and procedures. Include a description of how documentation is maintained and utilized to support program activities, as well as information that will be required in Participant file or activity notes.

Describe how program completion for Participants will be determined, as well as processes and procedures for Participant closure and any follow-up. Include details of Participant closure documentation, Developmental Assets Profile (DAP) post-surveys, and administration of the Program Experience Survey.

Outline plans to sustain programming beyond the five-year Period of Performance.

Are program offerings listed on 2-1-1 current?

□ YES or □ NO

PROJECT STRUCTURE & STAFFING

PEI programs for which the organization is currently receiving funding:

Provide the following attachment(s):

- Agency organization chart for the agency that shows how the CYD program activities fit into the overall structure. Please include names and titles for positions that will directly work on this project. Label as <u>Attachment D-4:</u> <u>Agency Org Chart.</u>
- CYD Program Chart should include all staff and volunteers funded by CYD and clearly show lines of reporting and supervision. Label as <u>Attachment D-5: CYD Program Chart</u>.
- CYD Job Descriptions should include all staff positions funded by CYD. Label as <u>Attachment D-6: CYD Job</u> <u>Descriptions.</u>

Describe the staffing structure for the project. Describe qualifications for administrator(s), supervisor(s), staff working directly with program Participants. Describe intentional recruitment of staff with diverse backgrounds and experience supporting Positive Youth Development.

Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.

Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.

Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.

Describe your organization's policies and procedures for reviewing case files for quality and completeness.

Describe your process for tracking all training for staff, and the position(s) responsible for tracking.

List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural humility, mental health first aid, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA.

Training Type/Title	Staff Roles Receiving	Training Process	Timeframe
Type: New Employee Orientation Title:		 In-person by program model In-person consultant By supervisor/staff Webinar Self-guided 	
Type: Cultural Humility Title:		 In-person by program model In-person consultant By supervisor/staff Webinar Self-guided 	
Type: Youth development Title:		 In-person by program model In-person consultant By supervisor/staff Webinar Self-guided 	
Type: Title:		 In-person by program model In-person consultant By supervisor/staff Webinar Self-guided 	
Type: Title:		 In-person by program model In-person consultant By supervisor/staff Webinar Self-guided 	
Type: Title:		 In-person by program model In-person consultant By supervisor/staff Webinar 	

CYD PROJECT WORK PLAN

□ Self-guided

DATA & DATA USE

Please briefly describe the quality assurance processes that will be utilized for this Grant Agreement

Describe how your agency will use data to identify ongoing client and community needs and inform ongoing program improvement.

GRANT ADMINISTRATION

Describe how you will effectively administer the grant to ensure that contractual deadlines are met and that the budget is appropriately managed.

Describe the quality assurance procedures you have in place.

LOG OF ATTACHMENTS Add additional rows as needed Provided Name of attachment Notes: Attachment D-1: YLD Scope and Sequence □ YES or □ NO Attachment D-2: PEI Evidence-Based Ranking Tool \Box YES or \Box NO Attachment D-3: Curriculums □ YES or □ NO Attachment D-4: Agency Org Chart □ YES or □ NO Attachment D-5: CYD Program Chart □ YES or □ NO Attachment D-6: CYD Job Descriptions □ YES or □ NO

40 DEVELOPMENTAL ASSETS				
EXTERNAL ASSETS				
Support	Family support Positive family communication Other adult relationships Caring neighborhood Caring school climate Parent involvement			
Empowerment	Community values Youth Youth as resources			

	Service to others
	Safety
Boundaries & Expectations	Family boundaries
	School boundaries
	Neighborhood boundaries
	Adult role models
	Positive peer influence
	High expectations
Constructive Use of Time	Creative activities
	Youth programs
	Religious community
	Time at home
INTERNAL ASSETS	
Commitment to Learning	Achievement motivation
_	School engagement
	Homework
	Bonding to school
	Reading for pleasure
Positive Values	Caring
	Equality and social justice
	Integrity
	Honesty
	Responsibility
	Restraint
Social Competencies	Planning and decision-making
	Interpersonal competence
	Cultural competence
	Resistance skills
	Peaceful conflict resolution
Positive Identity	Personal power
	Self-esteem
	Sense of purpose
	Positive view of personal future

Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.

Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.

Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.

Describe your organization's policies and procedures for reviewing case files for quality and completeness.

Describe your process for tracking all training for staff, and the position(s) responsible for tracking.

List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural humility, mental health first aid, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA.

Training Type/Title	Staff Roles Receiving	Training Process	Timeframe
Type: New Employee Orientation		 In-person by program model In-person consultant 	
Title:		□ By supervisor/staff	
		🗆 Webinar	
		□ Self-guided	
Type: Cultural Humility		In-person by program model	
		In-person consultant	
Title:		By supervisor/staff	
		🗆 Webinar	
		□ Self-guided	
Type: Youth development		In-person by program model	
		In-person consultant	
Title:		By supervisor/staff	
		🗆 Webinar	
		□ Self-guided	
Туре:		In-person by program model	
		In-person consultant	
Title:		By supervisor/staff	
		🗆 Webinar	

CYD PROJECT WORK PLAN

	□ Self-guided
Туре:	In-person by program model
	In-person consultant
Title:	By supervisor/staff
	🗆 Webinar
	□ Self-guided
Туре:	In-person by program model
	In-person consultant
Title:	By supervisor/staff
	🗆 Webinar
	□ Self-guided

DATA & DATA USE

Please briefly describe the quality assurance processes that will be utilized for this Grant Agreement

Describe how your agency will use data to identify ongoing client and community needs and inform ongoing program improvement.

GRANT ADMINISTRATION

Describe how you will effectively administer the grant to ensure that contractual deadlines are met and that the budget is appropriately managed.

Describe the quality assurance procedures you have in place.

LOG OF ATTACHMENTS

Add additional rows as needed					
Name of attachment	Provided	Notes:			
Attachment D-1: YLD Scope and Sequence	□ YES or □ NO				
Attachment D-2: PEI Evidence-Based Ranking Tool	□ YES or □ NO				
Attachment D-3: Curriculums	□ YES or □ NO				
Attachment D-4: Agency Org Chart	□ YES or □ NO				
Attachment D-5: CYD Program Chart	□ YES or □ NO				
Attachment D-6: CYD Job Descriptions	□ YES or □ NO				

40 DEVELOPMENTAL ASSETS

EXTERNAL ASSETS

EXTERNAL ASSETS	
Support	Family support
	Positive family communication
	Other adult relationships
	Caring neighborhood
	Caring school climate
	Parent involvement
Empowerment	Community values Youth
	Youth as resources
	Service to others
	Safety
Boundaries & Expectations	Family boundaries
	School boundaries
	Neighborhood boundaries
	Adult role models
	Positive peer influence
	High expectations
Constructive Use of Time	Creative activities
	Youth programs
	Religious community
	Time at home
INTERNAL ASSETS	
Commitment to Learning	Achievement motivation
6	School engagement
	Homework
	Bonding to school
	Reading for pleasure
Positive Values	Caring
	Equality and social justice
	Integrity
	Honesty
	Responsibility
	Restraint
Social Competencies	Planning and decision-making
	Interpersonal competence
	Cultural competence
	Resistance skills
	Peaceful conflict resolution
Positive Identity	Personal power
-	Self-esteem
	Sense of purpose
	Positive view of personal future

Exhibit E: YLD Scope and Sequence Blank Template and Example

Week #/Session #, etc.	Торіс	YLD Element	Objectives	Activities	Curriculum/Source Material
1			•		
2			•		
3			•		
4			•		
5			•		
6			•		
7			•		
8			•		
9			•		
10			•		
11			•		
12			•		

Exhibit E: YLD Scope and Sequence

Blank Template and Example

Week	Торіс	YLD Element	Objectives	Activities	Curriculum/Source Material
1	Defining Leadership	Leadership Knowledge	 Learners will identify key traits and characteristics of their ideal leader. Learners will reflect on the significance of leadership in everyday circumstances. 	What Leadership Means to me	Building Everyday Leadership in All Teens
2	Historical Leadership	Leadership Knowledge	Learners will examine leadership characteristic/traits from leaders throughout history and identify strengths, trends, and notable omissions.	Profiles in Leadership Leaders in My Life	Goodnight Stories for Rebel Girls, Stories for Boys who Dare to be Different Building Everyday Leadership in All Teens
3	Leadership Styles	Leadership Knowledge	 Learners will identify their own leadership style and dominant traits. Learners will identify similarities and differences in the group to determine ways to strengthen the group dynamic. 	What I look for in a Leader My Whole Self Activity	Building Everyday Leadership in All Teens Teambuilding with Teens
4	Teambuilding	Leadership Skill Building	Learners will examine teamwork in multiple leadership contexts.	Strength in Numbers	Building Everyday Leadership in All Teens Tuckman's Stages of Group Development

Exhibit E: YLD Scope and Sequence

Blank Template and Example

5	Conflict and Communication	Leadership Skill Building	 Learners will identify effective leadership skills for communicating with others. Learners will identify personal approach to dealing with conflict. Learners will learn techniques to resolve team conflict productively. 	Communicate with Style Turning Conflict into Cooperation	Building Everyday Leadership in All Teens
6	Responsible Decision Making	Leadership Skill Building	 Learners will explore factors to consider when making ethical decisions. Learners will practice making ethical decisions in different leadership situations. 	Doing the Right Thing	Building Everyday Leadership in All Teens
7	Project Planning	Leadership Skill Building	 Learners will identify issues and priorities for a group project. Learners will establish steps to plan and evaluate a group project. 	Community Action Plan	Teambuilding with Teens
8	Community Strengths and Needs	Leadership in Action	 Learners will explore their community in order to gain a deeper understanding of issues and opportunities 	Mapping Your Community	Urban Youth Lead

Exhibit E: YLD Scope and Sequence

Blank Template and Example

9	Community Resources, Stakeholders and Planning	Leadership in Action	 Learners will explore community issues from different points of view 	Interviewing Your Community	Urban Youth Lead
10	Team Planning and Project Preparation	Leadership in Action	 Learners will create a project plan 	Youth lead project planning work with adult support.	N/A
11	Project Implementation	Leadership in Action	 Learners will implement project plan 	Youth implement project plan with adult support.	N/A
12	Project Reflection and Evaluation	Leadership in Action	 Learners will reflect on project experience and identify any opportunity areas/lessons learned. 	Youth or adult led as determined by the group.	N/A, but should prepare reflection questions/Activities ahead of time. Some instructional strategies may include: A-B-C Summarize, Crumple Game, Discussion Web, Think-Pair- Share, Four Corners

About the Evidence-Based Program (EBP) Ranking Tool:

The Evidence-Based Program Ranking Tool was developed by PEI to help programs move towards Evidence-Based and Promising Practice Programs. The tool allows Applicants to propose programs with an emerging research and evaluation base that may not yet have been reviewed by a traditional clearinghouse. In addition, the tool ensures fit between a program's evidence and implementation. PEI's research round table, a group of experts in the field of child maltreatment prevention, developed and reviewed the tool for this purpose.

Section I: Evidence-Based Program Description

All Applicants must complete this section of the ranking tool. Proposed Program Models will be evaluated for rigor and appropriateness for the goals of this procurement.

PART A: Basic Information

Name of Evidence-Based Program: Evidence-Based Program Developer/Creator:

How did you hear about the program?

Has this program been ranked by an Evidence-Based Clearinghouse?

□ Yes □ No

If so, which clearinghouse?

What is the program's current numerical rank and ranking category (Evidence-Based Practice, Psychometrics Well-Demonstrated, Promising Practice, etc.)?

Ranking	Ranking Category

Please provide the URL for the clearinghouse ranking that you referenced above:

Why do you want to use this EBP, and which of your target populations will it be targeted towards?

Based on the information above, who will be receiving this program and which type of service will it be used for?

Section I, Part A points (1 to 5):

Ranking Justification/Notes

PART B. Training and Program Materials

Please describe the program's training requirements and required qualifications. Include any licensing or educational requirements needed to implement the program to fidelity and any programmatic training offered by the program developers. For programmatic training, indicate the length (in hours, days, or weeks, as applicable), frequency (onetime, annual, etc.), and mode (webinar, in-person, observational, written, etc.) of the training and whether the training is optional or required.

Based on the information above, does your staff meet the educational, licensing, and training requirements of the program?

- \Box Yes, our staff meets the requirements
- \Box No, our staff does not meet the requirements
- □ Our staff does not currently meet the requirements, but we have a training plan to meet the requirements (describe below)

Please provide a brief description of and links to (or attachments of) the program's written program materials. Include the types of materials available, including written guidance on program administration and practice protocol:

Ranking (For PEI use only): (Select all that apply)

Section I, Part B points (1 to 5):

Ranking Justification/Notes

Section II: Evidence Based Program Ranking

This section should be completed by Applicants proposing an Evidence-Based or Promising Practice Program that has not already been approved by PEI. Approved Evidence-Based or Promising Practice Programs are listed in the tool's appendix (starting on p. 10).

PART A. Theoretical Basis

Please provide a brief description of and a link to (or attachment of) the program's logic model or conceptual framework:

Ranking (For PEI use only): (Select all that apply)

Section II, Part A points (1 to 4):

Ranking Justification/Notes

PART B: Program Replication

Please provide a brief description of and links to (or attachments of) information related to program replication. Include information on how frequently the program has been replicated and where/for whom it has been replicated.

Ranking (For PEI use only):

Section II, Part B points (1 to 5):

Ranking Justification/Notes:

PART C: Outcomes of Intervention

Please provide a brief description of and a link to (or attachment of) research illustrating the outcomes of the program. Include a description of the outcomes, the target population for whom the outcomes were illustrated, the length over which the tested outcomes were illustrated or sustained in the research, and why you believe the outcomes are relevant to your proposed program.

Ranking (For PEI use only):

Section II, Part C points (1 to 10):

Ranking Justification/Notes

Part D: Publication of Evaluations

Please provide a brief description of and link to (or attachment of) the most relevant published evaluation research of the program. Please prioritize research that has been published in peer-reviewed literature and conducted by an external evaluator within the past five to ten years. Make sure to include details on the research design and the methodologies used in the research.

Ranking (For PEI use only):

Section II, Part D points (1 to 17):

Ranking Justification/Notes

Section III: Required Components:

In addition to the information above, please include anything additional that is needed to illustrate that the program is involved in continuous improvement and would not constitute a risk of harm to those who would receive it. (Include links or attachments as appropriate).

Evaluation of Required Criteria (For PEI use only):

Section III, Part A points (1 to 5):

Evaluation Criteria/Notes:

Evaluation Criteria/Notes (continued):

Tool Reference	e No.

Appendix I: List of PEI's Approved Evidence-Based and Promising Practices

Name of Program	AVANCE Parent-Child Education Program (PCEP)			
Description	AVANCE's philosophy is based on the premise that education must begin in the home and that the parent is the child's first and most important teacher. The <i>PCEP</i> fosters parenting knowledge and skills through a nine- month, intensive bilingual parenting curriculum that aims to have a direct impact on a young child's physical, emotional, social, and cognitive development. Parents/primary caregivers are taught how to make toys out of common household materials and how to use them as tools to teach their children school readiness skills and concepts. Monthly home visits are also conducted to observe parent-child interactions and provide guidance in the home on learning through play. Along with the parenting education component, parents/primary caregivers are supported in meeting their personal growth, developmental and educational goals to foster economic stability. While parents/primary caregivers attend classes, their children under the age of three are provided with early childhood enrichment in a developmentally appropriate classroom setting which aims to build the academic, social, and physical foundation necessary for school readiness.			
Target Population	Parents/primary caregivers with children from birth to age three, pregnant women and/or partners of pregnant women, especially those with challenges such as poverty; illiteracy; teen parenthood; geographic and social marginalization; and toxic stress			
Age Range	0-3			
Recommended	Weekly three-hour classes comprised of 27 bilingual parenting lessons, toy making classes and a community			
Dosage	education speaker			
Setting	Home, Community Agency, School			
Name of Program	Effective Black Parenting (EBPP)			
Description	EBPP is a parenting skill-building program created specifically for parents of African-American children. It was originally designed as a 15-session program to be used with small groups of parents. A one-day seminar version of the program for large numbers of parents has been created. EBPP is disseminated via instructor training workshops conducted nationwide.			
Target Population	African-American families at risk for child maltreatment			
Age Range	0-17			
Recommended	Weekly three-hour sessions or one-day 6.5 hours abbreviated seminar version. 15 weeks total including a			
Dosage	session for graduation and testifying; just one-day for the abbreviated seminar version			
Setting	Home, Community Agency, Foster/ Kinship Care, Outpatient Care			
Name of Program	Family Connections			

Tool Reference No).
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Description	Family Connections is a multifaceted, community-based service program that works with families in their homes and in the context of their neighborhoods to help them meet the basic needs of their children and prevent child maltreatment. Nine practice principles guide <i>FC</i> interventions: ecological developmental framework; community outreach; individualized family assessment and tailored interventions; helping alliance; empowerment principles; strengths-based practice; cultural competence; outcome-driven service plans with SMART goals; and a focus on the competence of the practitioner. Individualized family intervention is geared to increase protective factors, decrease risk factors, and target child safety, well-being, and permanency outcomes.			
Target Population	Families at risk for child maltreatment			
Age Range	0-17			
Recommended Dosage	A minimum of one hour of face-to-face contact between the social worker and clients weekly; 3-4 months with an optional 90-day extension if needed			
Setting	Birth Family Home, Community Agency			
Name of Program	Home Instruction for Parents of Preschool Youngsters (HIPPY)			
Description	HIPPY is a home-based and parent-involved school readiness program that helps parents prepare their children ages three to five years old for success in school and beyond. The parent is provided with a set of carefully developed curriculum, books, and materials designed to strengthen their child's cognitive and early literacy skills, as well as their social, emotional, and physical development. The <i>HIPPY</i> Curriculum contains 30 weekly activity packets, a set of storybooks, and a set of 20 manipulative shapes for each year. In addition to these basic materials, supplies such as scissors and crayons are provided for each participating family. The program uses trained coordinators and community-based home visitors who go into the home. These coordinators and home visitors role-play the activities with the parents and support each family throughout its participation in the program.			
Target Population	Parents who have young children and have limited formal education and resources			
Age Range	3-5			
Recommended Dosage	Home visitors engage their assigned parents on a weekly basis. A home visit consists of a one-hour, one-on- one interaction. Parents then engage their children in educational activities for five days per week for 30 weeks. At least six times per year, one or more cohorts of parents meet in a group setting with the coordinator and their assigned home visitor(s). Last approximately two hours. A minimum of 30 weeks of interaction with the home visitor; curriculum available for up to three years of home visiting services.			
Setting	Home; Kinship/ Foster Care			
Name of Program	Incredible Years			

Description	The Incredible Years is a series of three separate, multifaceted, and developmentally based curricula for parents, teachers, and children. This series is designed to promote emotional and social competence; and to prevent, reduce, and treat behavior and emotional problems in young children. The parent, teacher, and child programs can be used separately or in combination. There are treatment versions of the parent and child programs as well as prevention versions for high-risk populations. For treatment version, the Advance Parent Program is recommended as a supplemental program. Basic plus Advance takes 26-30 weeks.
Target Population	Parents, teachers, and children
Age Range	4-8
Recommended Dosage	One two-hour session per week (parent and child component); classroom program: 2-3 times weekly for 60 lessons; teacher sessions can be completed in 5-6 full-day workshops or 18-21 two-hour sessions. The Basic Parent Training Program: 14 weeks for prevention populations, 18 - 20 weeks for treatment. The Child Training Program: 18-22 weeks. The Child Prevention Program is 20 to 30 weeks and may be spaced over two years. The Teachers Program is 5 to 6 full-day workshops spaced over 6 to 8 months.
Setting	Birth Family Home, Community Agency, Community Daily Living Settings, Foster/Kinship Care, Hospital,
	Outpatient Clinic, Religious Organization, School, Workplace, Primary Care Settings Serving Children
Name of Program	Nurse-Family Partnership (NFP)
Description	The Nurse-Family Partnership (NFP) program provides home visits by registered nurses to first-time, low- income mothers, beginning during pregnancy and continuing through the child's second birthday. Clients are able to participate in the program for two-and-a-half years and the program is voluntary.
Target Population	First-time, low-income mothers (no previous live births)
Age Range	0-2
Recommended Dosage	Ideally, nurses begin 60-90-minute visits with pregnant mothers early in their pregnancy (about 16 week's gestation). Registered nurses visit weekly for the first month after enrollment and then every other week until the baby is born. Visits are weekly for the first six weeks after the baby is born, and then every other week through the child's first birthday. Visits continue on an every-other-week basis until the baby is 20 months. The last four visits are monthly until the child is two years old. Nurses use their professional nursing judgment and increase or decrease the frequency and length of visits based on the client's needs.
Setting	Home, Community Agency
Name of Program	Nurturing Parenting
Description	The Nurturing Parenting Program for Parents and their School Age Children 5 to 12 Years is a 15-session program that is group-based, and family-centered. Parents and their children attend separate groups that meet concurrently. Each session is scheduled for 2.5 hours with a 20-minute break in which parents and children get together and have fun.

Tool Refe	rence No.
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Target	Families who have been reported to the child welfare system for child maltreatment including physical and					
Population	emotional maltreatment in addition to child neglect; may be used as a court-ordered parenting program					
Age Range	5-12					
Recommended Dosage	2.5 hour long weekly session for 15 weeks.					
Setting	Community Agency					
Name of Program	Parenting Wisely					
Description	Parenting Wisely is a self-administered, highly interactive computer-based program that teaches parents and children, ages 9-18, skills to improve their relationships and decrease conflict through support and behavior management. The program utilizes a DVD for group administration or an interactive online program for individual administration with ten video scenarios depicting common challenges with adolescents. Parents are provided the choice of three solutions to these challenges and can view the scenarios enacted, while receiving feedback about each choice. Parents are quizzed periodically throughout the program and receive feedback. The program operates as a supportive tutor pointing out typical errors parents make and highlighting new skills that will help them resolve problems. Computer experience or literacy is not required. Parents and children can use the program together as a family intervention. The Parenting Wisely program uses a risk-focused approach to reduce family conflict and child behavior problems and improve the quality of parent-child relationships.					
Target Population	Families with children at risk for or with: behavior problems, substance abuse problems, or delinquency					
Age Range	9-18					
Recommended	3-5 hours to complete (in two-week period) and should be viewed twice in a six-month period. For group administration,					
Dosage	the program can be completed in 5-10 group sessions.					
Setting	Home, Community Agency, Foster/ Kinship Care, Hospital, Outpatient Clinic, Residential Care Facility, School					
Name of Program	Parents as Teachers (PAT)					
Description	Parents as Teachers is an early childhood parent education, family support, and school readiness home visiting model based on the premise that "all children will learn, grow, and develop to realize their full potential." Based on theories of human ecology, empowerment, self-efficacy, attribution, and developmental parenting. Parents as Teachers involves the training and certification of parent educators who work with families using a comprehensive curriculum. Parent educators work with parents to strengthen protective factors and ensure that young children are healthy, safe, and ready to learn.					
Target Population	Families with an expectant mother or parents of children up to kindergarten entry (usually 5 years)					
Age Range	0-5					
Recommended Dosage	2 years per family					

Setting	Adoptive Home; Birth Family Home; Child Care Center; Community Agency; Foster/Kinship Care; Outpatient Clinic; School				
Name of Program	Period of Purple Crying				
Description	The Period of PURPLE Crying program is the name given to the Shaken Baby Syndrome (SBS) prevention program developed by National Center on Shaken Baby Syndrome. The program educates parents and caretakers on normal infant crying, the most common trigger for shaking an infant. It was designed to be used primarily in universal, primary prevention settings, but is applicable to secondary prevention as well.				
Target Population	All mothers and fathers of infants up to 5 months of age and society in general in their understanding of early increased infant crying and shaken baby syndrome				
Age Range	0-0				
Recommended Dosage	Three 3-10-minute contacts; over 3 months				
Setting	Home; hospital; primary care provider				

Name of Program	SafeCare				
Description	SafeCare® is an in-home parent training program that targets risk factors for child neglect and physical abuse in which				
	parents are taught skills in three module areas: (1) how to interact in a positive manner with their children, to plan				
	activities, and respond appropriately to challenging child behaviors, (2) to recognize hazards in the home in order to				
	improve the home environment, and (3) to recognize and respond to symptoms of illness and injury, in addition to				
	keeping good health records. All three modules should be used in the implementation of SafeCare®; any modifications				
	to or elimination of modules need to be discussed with the program developers.				
Target Population	Parents at-risk for child neglect and/or abuse and parents with a history of child neglect and/or abuse				
Age Range	0-5				
Recommended	Weekly sessions 1-1.5 hours; 18-20 weeks				
Dosage					
Setting	Adoptive Home, Birth Family Home, Foster/ Kinship Care				

Name of Program	Safe Environment for Every Kid (SEEK) Model				
Description SEEK is designed to support medical professionals in the identification and management of target child maltreatment for families with children aged 0-5. The program trains health professionals (pedia workers) to assess and provide referrals to community resources.					
Target Population	Families with children aged 0-5 years who have risk factors for child maltreatment such as parental depression or substance abuse				

Age Range	0-5
Recommended Dosage	Assessed at each checkup starting at 2 months - 5 years.
Setting	Pediatric Physician's Office
Name of Program	Stewards of Children
Description	The Stewards of Children program is a 2-hour training that teaches adults how to prevent, recognize, and react responsibly to child sexual abuse. It integrates commentary from sexual abuse survivors, experts in the field, and other concerned adults, all providing practical guidance for preventing and responding to child sexual abuse. It is available in both a facilitator-led and online model.
Target Population	Staff and volunteers of schools and other youth-serving organizations, parents/caregivers, and concerned adults
Age Range	18+
Recommended 2-hour training; One-time	
Dosage	
Setting	Home, Community Agency, Foster/ Kinship Care, Hospital, Outpatient Clinic, Residential Care Facility, School

Name of Program	Systemic Training for Effective Parenting (STEP)
Description	STEP is a multicomponent parenting education curriculum. The three STEP programs help parents learn effective ways to relate to their children from birth through adolescence by using parent education study groups. By identifying the purposes of children's behavior, STEP also helps parents learn how to encourage cooperative behavior in their children and how not to reinforce unacceptable behaviors. STEP also helps parents change dysfunctional and destructive relationships with their children by offering concrete alternatives to abusive and ineffective methods of discipline and control. STEP is offered in three separate programs covering early childhood, children ages seven through twelve, and teenagers. Each program contains a leader's resource guide, promotional tools, videos and parent handbooks.
Target Population	Parents of children - birth through adolescence
Age Range	0-17
Recommended Dosage	Weekly sessions, 60-90 minutes each for 7 weeks
Setting	Adoptive Home, Birth Family Home, Community Agency, Foster/Kinship Care, Hospital, Outpatient Clinic, Residential Care Facility, School

Tool Reference No.

Name of Program	Teaching-Family Model (TFM)
Description	TFM is a unique approach to human services characterized by clearly defined goals, integrated support systems, and a set of essential elements. TFM has been applied in residential group homes, home-based services, foster care and treatment foster care, schools, and psychiatric institutions. The model uses a married couple or other "teaching parents" to offer a family-like environment in the residence. The teaching parents help with learning living skills and positive interpersonal interaction skills. They are also involved with children's parents, teachers, and other support network to help maintain progress.
Target Population	Youth who are at-risk, juvenile delinquents, in foster care, mentally retarded/developmentally disabled, or severely emotionally disturbed; families at risk of having children removed
Age Range	0-17
Recommended Dosage	Residential settings: 24/7. Home-based interventions: 10-15 sessions weekly for 6-10 weeks. 9 months optimal
Setting	Birth Family Home, Community Agency, Foster/Kinship Care, Hospital, Outpatient Clinic, Residential Care Facility, School
Name of Program	Triple P - Positive Parenting Program
Description	Level 4 Triple P is one of the five levels of the Triple P - Positive Parenting Program® System which is also highlighted on the CEBC. Level 4 Triple P helps parents learn strategies that promote social competence and self- regulation in children as well as decrease problem behavior. Parents are encouraged to develop a parenting plan that makes use of a variety of Level 4 Triple P strategies and tools. Parents are then asked to practice their parenting plan with their children. During the course of the program, parents are encouraged to keep track of their children's behavior, as well as their own behavior, and to reflect on what is working with their parenting plan and what is not working so well. They then work with their practitioner to fine tune their plan. Level 4 Triple P practitioners are trained to work with parents' strengths and to provide a supportive, non-judgmental environment where a parent can continually improve their parenting skills. Level 4 Triple P is offered in several different formats (e.g., individual, group, self-directed, and online). The CEBC evaluated the standard version of Level 4 Triple P as described above and not any other variations (including early teen versions or those for children with developmental delays).
Target Population	For parents and caregivers of children and adolescents from birth to 12 years old with moderate to severe behavioral and/or emotional difficulties or for parents that are motivated to gain a more in-depth understanding of positive parenting
Age Range	0-12

Tool Reference No.

Recommended	Any of the following: 1) Three group versions; 5 two-hour group sessions and 3 twenty-minute individual telephone				
Dosage	consultations for each family offered over 8 consecutive weeks; 2) An online version; 8 self-paced online modules; 3				
	Self-directed workbook; self-paced; or 4) Three individual or standard versions;10 one-hour sessions that occur weekly.				
	Program interventions typically take place over 2-3 months.				
Setting	Adoptive Home, Birth Family Home, Community Agency, Foster/Kinship Care, Hospital, Outpatient Clinic,				
	Residential Care Facility, School				

Exhibit G: EXCEPTIONS

NOTE TO APPLICANTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS.

No exception—nor any term, condition, or provision in a Grant Application that differs, varies from, or contradicts this Request for Application—will be a part of any Grant Agreement resulting from this Request for Application unless expressly made a part of the Agreement in writing by Tarrant County.

Grant	Grant	RFA	Basis of	Applicant's	Still Want to be
Opportunity	Opportunity	Language to	Exception	Proposed	Considered for Grant
	Section	which		Language	Award if Exception
	Number	Exception is			Denied? (State "Yes"
		Taken			or "No")

Exhibit H: EXECUTIVE SUMMARY

Provide a high-level overview with a broad understanding of the Applicants's approach to meeting the RFA's business requirements. The summary must demonstrate an understanding of the goals and objectives for this Grant Opportunity. (1 Page)

PROGRAM NARRATIVE

Applicant's Background and Experience

- 1. What is the Applicant's experience with administering programs of a similar scale and scope?
- 2. What is the Applicant's experience with working with Youth in a prevention capacity and Youth development programming?
- 3. How is your organization currently performing on any existing DFPS and/or CYD grants or contracts? In the response, address whether, over the current contract term, the organization: meets output and outcome performance measures; submits timely program reporting and billing; has or has had monitoring findings.
- 4. Please list all organizational affiliations.
- 5. None of the funds, materials, property or services contributed by the parties under this contract will be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office. In addition, none of the funds reimbursed under this contract will be used to pay the salary or the expenses of anyone for any activity designed to influence legislation or appropriation pending before legislative bodies of the state or federal government.

Please list any potential conflicts of interest.

6. Optional: Provide Letters of Support and label as <u>Attachment I-1 Letters of Support</u>.

Exhibit J: APPLICANT INFORMATION

This form requests basic information about the Applicant and project, including the signature of the authorized representative.

Α	PPLICANT INFORM	IATION				
1) LEGAL BUSINESS NAME :						
2) MAILING Address Information (include mailing)	ng address, street,	city, county, stat	e and 9-digit zi	p code):		
3) PAYEE Name and Mailing Address, including	9-digit zip code (if	different from a	bove):			
3) Unique Entity ID (generated by SAM.gov) (12	2-digit):					
4) Federal Tax ID No. (9-digit), State of Texas Co	mptroller Vendor	ID Number (14-	digit):			
5) TYPE OF ENTITY (check all that apply): Nonprofit Organization* Individual City Nonprofit Organization* Individual County For Profit Organization* Federally Qualified Health Centers Other Political Subdivision HUB Certified State Controlled Institution of Higher State Agency Community-Based Hospital Organization Organization Private Indian Tribe Minority Organization Private Faith Based (Nonprofit Org) Other Other *If incorporated, provide 10-digit charter number assigned by Secretary of Secretary of						
7) PROPOSED PERIOD OF PERFORMANCE:	-	/1/2024	End	8/31/2025		
	Date:		Date:			
8) REGION/COUNTIES SERVED BY PROJECT: Tarrant County						
9) TOTAL AMOUNT OF FUNDING REQUESTED FO ONE FISCAL YEAR:	OR		CONTACT PERS	ON		
10) PROJECTED EXPENDITURES		Name: Phone:				

Does Applicant's projected federal expenditures exceed \$750,000, or its projected state expenditures exceed \$750,000,	Fax: Email:
for Applicant's <u>current fiscal year</u> (excluding amount requested in line 9 above)? **	12) FINANCIAL OFFICER Name:
Yes No	Phone: Fax: Email:
**Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.	
The facts affirmed by me in this Application are truthful, and I warra and conditions, including DFPS's Uniform Contract Terms and Condi noted on the Applicant Information and Disclosure Form. I understa the continuing compliance with these requirements are conditions has been duly authorized by the governing body of the Applicant an represent the Applicant.	tions, and other RFA requirements unless specifically and the truthfulness of the facts affirmed herein and precedent to the award of a contract. This document
13) AUTHORIZED REPRESENTATIVE Name: Title:	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Phone: Fax: Email:	15) DATE

Exhibit J: APPLICANT INFORMATION

Instructions

This form provides basic information about the Applicant and the proposed project with the Texas Department of Family and Protective Services (DFPS) and Tarrant County, including the signature of the authorized representative. It is the cover page of the Application and must be completed. Signature affirms the facts contained in the Application are truthful and the Applicant is in compliance with the RFA terms and conditions, including DFPS's Grant Uniform Terms & Conditions, attached as Exhibit B of this RFA, and other RFA requirements unless specifically noted on the Applicant Information Form and acknowledges that continued compliance is a condition for the award of a grant. Please follow the instructions below to complete the Applicant Information form and return with the Applicant's Application.

- 1) **<u>LEGAL BUSINESS NAME</u>** Enter the legal name of the Applicant.
- 2) <u>MAILING ADDRESS INFORMATION</u> Enter the Applicant's complete physical address and mailing address, city, county, state, and 9-digit zip code.
- 3) <u>PAYEE NAME AND MAILING ADDRESS</u> Payee Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the Applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- UNIQUE ENTITY ID Enter the 12-character alphanumeric ID assigned to the entity by SAM.gov.
- 5) <u>FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER</u> Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit).
- 6) <u>TYPE OF ENTITY</u> <u>Check</u> the type of entity <u>as</u> defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml and/or the Texas State Comptroller at

https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.

<u>Historically Underutilized Business</u>: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161.

(http://www.window.state.tx.us/procurement/prog/hub/)

<u>State Agency</u>: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii

Institutions of Higher Education as defined by §61.003 of the Education Code.

<u>Minority Organization</u> is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

- 7) <u>PROPOSED PERIOD OF PERFORMANCE</u> The Period of Performance for this Grant Opportunity. Period of Performance is defined in the RFA.
- 8) <u>REGION/COUNTIES SERVED BY PROJECT</u> Enter the Region and proposed target counties to be served by the project.
- **9) TOTAL AMOUNT OF FUNDING REQUESTED** Enter the amount of funding requested from DFPS for proposed project activities for one fiscal year.
- 10) <u>PROJECTED EXPENDITURES</u> If Applicant's projected federal expenditures exceed \$750,000 or its projected state expenditures exceed \$750,000 for Applicant's current fiscal year, Applicant must arrange for a financial compliance audit (Single Audit).
- 11) <u>PROJECT CONTACT PERSON</u> Enter the name, phone, fax, and email address of the person responsible for the proposed project.
- **12)** <u>FINANCIAL OFFICER</u> Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
- **13)** <u>AUTHORIZED REPRESENTATIVE</u> Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant.
- **14)** <u>SIGNATURE OF AUTHORIZED REPRESENTATIVE</u> The person authorized to represent the Applicant must sign in this blank.
- **15) DATE** Enter the date the authorized representative signed this form.

Exhibit K-1: GOVERNMENTAL ENTITY INFORMATION

Authorized Officials

Legal Business Name of	
Applicant:	

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the Applicant.

Name: Title: Phone: Fax: Email:	Ext.	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Fax: Email:	Ext.	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Fax: Email:	Ext.	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Fax: Email:	Ext.	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Fax: Email:	Ext.	Mailing Address (incl. street, city, county, state, & zip):
Name: Title: Phone: Fax: Email:	Ext.	Mailing Address (incl. street, city, county, state, & zip):

Exhibit K-2: NON-PROFIT ENTITY INFORMATION

Board of Directors and Principal Officers

Legal Business Name	
of Respondent:	

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the board of directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).

Name: Title: Phone:	Ext.	Mailing Address (incl. street, city, county, state, & zip):
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		

Exhibit L: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the Applicant, executive management, project management, governing board members, and/or principal officers. Respond to each request for information **or provide the required supplemental document behind this form.** If responses require multiple pages, identify the supporting pages/documentation with the applicable request.

NOTE: Administrative Information may be used in screening and/or evaluating applications.

Legal Business Name of	
Applicant:	

1. Is Applicant a nonprofit organization?

	YES		NO
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If YES, Applicant must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

a. A copy of a currently valid IRS exemption certificate.

b. A statement from a state taxing body, state attorney general, or other appropriate state official certifying that the Applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

- c. A copy of the organization's certificate of formation or similar document if it clearly establishes the nonprofit status of the organization.
- d. Any of the above proof for a state or national parent organization, and a statement signed by the parent organization that the Applicant organization is a local nonprofit affiliate.

Conflict of Interest and Contract History

The Applicant must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFA. Examples of potential conflicts include an existing or potential business or personal relationship between the Applicant, its principal, or any affiliate or subcontractor, with the Health and Human Services Commission (HHSC), the Texas Department of Family and Protective Services (DFPS), Tarrant County, or any other entity or person involved in any way in any project that is the subject of this RFA. Similarly, any existing or potential personal or business relationship between the Applicant, the principals, or any affiliate or subcontractor, with any employee of HHSC, DFPS, or Tarrant County must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the application. If, following a review of this information, it is determined by HHSC, DFPS, or Tarrant

County that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, an Applicant is ineligible to receive an award under this RFA if the bid includes financial participation with the Applicant by a person who received compensation from HHSC, DFPS, or Tarrant County to participate in preparing the specifications or the RFA on which the bid is based.

2. Does anyone in the Applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFA?



If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page)

- 3. Will any person who received compensation from HHSC, DFPS, or Tarrant County for participating in the preparation of the specifications or documentation for this RFA participate financially with Applicant as a result of an award under this RFA?
 - 🗌 YES 🗌 NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

4. Will any provision of services or other performance under any contract that may result from this RFA constitute an actual or potential conflict of interest or create the appearance of impropriety?



If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page)

5. Are any current or former employees of the Applicant current or former employees of HHSC, DFPS, or Tarrant County (within the last 24 months)?



If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

- 6. Are any proposed personnel related to any current or former employees of HHSC, DFPS, or Tarrant County?
 - 🗌 YES 🗌 NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. Has any member of Applicant's executive management, project management, governing board or principal officers been employed by HHSC, DFPS, or Tarrant County 24 months prior to the application due date?



If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8. If the Applicant is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?



- 09. Is Applicant or any member of Applicant's executive management, project management, board members or principal officers:
 - Delinquent on any state, federal or other debt;
 - Affiliated with an organization which is delinquent on any state, federal or other debt; or
 - In default on an agreed repayment schedule with any funding organization?
 YES NO

If YES, please explain. (Attach no more than one additional page)

10. Has the Applicant had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?

YES 🗌 NO

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity. 11. Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code Section 2261.053?



If YES, please explain. (Attach no more than one additional page)

12. Please disclose any information required under Section 13.2, Litigation and Contract History of the RFA.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO THIS FORM, SHOULD BE INSERTED HERE.

	pt. of Family octive Services		ture Questionnaire (ICS ursement Contracts	Q) Form 9007CR December 2019
Cont	ractor Name:		Procurement Number:	CYD - EXHIBIT M
	Fiscal Year:	2024	Contract Number:	HHS000841700005
		er to instructions at the end of th	is questionnaire.	
		ANCIAL POSITION be answered about your organization	on as a whole.)	
1.	Please indica	te the accounting system in place (e.g., accrual, cash, or modified acc	rual)
2.		ganization complete yearly financia ment, Cash Flow)?	l statements (e.g., Balance Sheet,	□Yes □No
	lf yes:			
		t the name(s) of the person(s) resp statement(s):	oonsible for preparing the annual	
	lf no, please p	tach a copy of your most current st provide any manual or automated in sial position (e.g., assets versus liab	nformation maintained regarding yo	ur
	c. Does your		(e.g. Schedule C, Form 990, Form	□Yes □No
	lf, yes, please 2C.	e include the tax return for the mos	st recent year as ATTACHMENT # ⁻	1-
	If no, please	e explain why annual returns a	re not filed.	
3.	an independe		tions audited at regular intervals by tant)? Note that this is not referring ontract Managers.	☐Yes ☐No
		ach an original, bound audit report		
	b. Please inc) as provided by the independent a dicate the frequency with which you endent auditor.	auditor as ATTACHMENT #I-3. ur accounting records are audited b <u>i</u>	V
		escribe how independent audit resu our organization.	Its are shared with the governing	

Internal Control Structure Questionnaire (ICSQ) for Cost Reimbursement Contracts

4.	Is your organization subject to the Single Audit requirement in accordance with §200.501 (b) of the <u>Uniform Grant Guidance (UGG)</u> ?	□Yes □No
	Note: For more information please see the <u>ICSQ Instructions at the end of this</u> <u>Questionnaire</u> .	
5.	Does your organization certify that there are no contingencies, outstanding liabilities or litigation that could affect your organization's financial position during the life cycle of the contract (e.g., outstanding audit exceptions or purchase of real property)?	□Yes □No
	If no, please explain.	
6.	Does your organization stay current with payment of its liabilities, loans, taxes, etc.?	□Yes □No
	If no, please provide a detailed description of any defaults on loans or violations of restricting covenants in loan agreements in the past year.	
7.	Is your organization able to obtain credit when needed?	□Yes □No
	If no, please explain any difficulty your organization has had in obtaining credit.	
8.	Has your organization been audited by the Internal Revenue Service (IRS) in the past two years?	□Yes □No
	If yes:	
	a. Please submit a copy of the IRS audit report, all related correspondence received from the IRS, and all related correspondence submitted to the IRS from your organization as ATTACHMENT #I-8A.	
	b. Have all discrepancies cited in the audit been resolved?	□Yes □No □N/A
	c. If the IRS has placed any type of lien on the organization's resources, have the liens been released?	□Yes □No □N/A
	d. If all discrepancies have not been resolved or all liens have not been released, please submit a description of the discrepancies or liens and the impact of such on your financial position and include a copy of any repayment schedule that may be required by the IRS as ATTACHMENT #I-8D.	
SEC	TION II: INTERNAL CONTROLS	
<u>II. A.</u>	GENERAL/ACCOUNTING CONTROLS	
	section should be answered about your organization as a whole. When a question mentior ng to any contract or grant you administer with funding received through DFPS or any othe ;y.)	
1.	Does your organization allocate costs between contracts and/or programs?	□Yes □No
	If yes, please attach a detailed cost allocation plan as ATTACHMENT #II-1.	
2.	Please attach a list that identifies all your contracts with state agencies, including DFPS. For each contract include: state agency name, type of service provided, contract number, dollar amount, and payment method (e.g. cost reimbursement, fee	

	for service) as AT	TACHMENT # II-2	2.			
3.	Does your financial management system contain provisions that would assure the organization is in compliance with §200.302 (financial management) of the <u>Uniform</u> <u>Grant Guidance (UGG)</u> , or the <u>Uniform Grant Management Standards</u> (UGMS), as applicable?				☐Yes ☐No	
	Note: For more in Questionnaire.	formation please	see the ICSQ Instru	ictions at the end o	fthis	
4.	Does your organization maintain a separate ledger account for:					
	a. Deposits for e	ach source of fun	ds?			□Yes □No
	b. Disbursement	of each source o	f funds?			□Yes □No
		identifies contrac	of accounts, and a ct revenues and exp			
5.	Are costs and exp	enditures under b	udgetary control:			
	a. For total contr	act budget?				□Yes □No
	b. By budget cat	egory?				□Yes □No
6.	Do all purchases require approval from an authorized individual in the requesting department?			□Yes □No		
7.	Indicate the name	and title of individ	lual(s) authorized to): 	1	
	SIGN CHECKS OR AUTHORIZE PAYMENTS	APPROVE PURCHASES (INCLUDING ON-LINE AND CREDIT CARD)	PREPARE PAYMENTS (CHECKS AND ELECTRONIC FUND TRANSFERS)	RECONCILE ACCOUNTS INTERNAL ACCOUNTS TO BANK RECORDS	CONTROL INVENTORY	RECEIVE CASH
	Name:	Name:	Name:	Name:	Name:	Name:
	Title:	Title:	Title:	Title:	Title:	Title:
	Name:	Name:	Name:	Name:	Name:	Name:
	Title:	Title:	Title:	Title:	Title:	Title:
8.	Are all expenditures reconciled with your general ledger?					
9.	9. How often are bank accounts reconciled to internal check registers?					
10.). Is your accounting system automated?				□Yes □No	
	If no, please skip to question #18.					
11.	Please describe how your accounting system is secured and/or protected (e.g. location, the use of passwords, access limits, checks and balances).					

12.	Please specify the name(s) and title(s) for the individuals with access to the accounting system to perform the following functions:		
	Review Only:		
	Record Transactions:		
	Update/Change:		
	Delete:		
13.	Please explain the process (e.g., initiation, review, approval) for making updates, chang year-end adjustments in the accounting system.	es, deletions, and	
14.	Are there controls to provide reasonable assurance that transactions are not lost, duplicated, or added before and/or after data entry and editing?	□Yes □No	
15.	Are there controls to provide reasonable assurance that transactions with errors are rejected from further processing (e.g., prevented from updating the files/database)?	□Yes □No	
16.	Is the data entered into the accounting system verified?	□Yes □No	
	If yes, please specify whom (name and title) is/are responsible for verifying the data, and how the verification is done.	d	
17.	What, if any, additional internal controls and approvals are in place within the organization payments made are valid and authorized?	on to ensure	
18.	Are all checks pre-numbered and accounted for?	□Yes □No	
	If no, please explain.		
19.	a. Are all disbursements (excluding petty cash) made by check?	Yes No	
	If no, what other means does your organization use to make disbursements?		
	b. Is a check register (disbursement journal) used to record disbursements and maintain balances?	□Yes □No	
	If no, how are disbursements and balances tracked?		

20.	Are all disbursements approved prior to payment? If no, please explain.	□Yes □No
21.	Is there any additional review or special approval required for payment transactions (check or electronic disbursement) that exceed a specific dollar amount?	□Yes □No
	If yes, please specify the dollar limit(s), name(s) and title(s) of responsible staff.	
22.	Does your organization have a system for tracking:	
	a. Voided checks?	□Yes □No
	b. Credit card transactions?	□Yes □No
	c. Other electronic transactions?	□Yes □No □N/A
	lf no, please explain.	
23.	Does your organization use a check-signing machine?	☐Yes ☐No
	If yes, please describe how facsimile signature plates are safeguarded from improper use.	
24.	Are unused checks safeguarded and in the custody of a person who does not manually sign checks, control the use of facsimile signature plates or operate the facsimile signature machine?	∏Yes ∏No
	Please indicate name and title of person who has custody of unused checks.	
25	Are the following prostings prohibited:	
25.	Are the following practices prohibited: a. the drafting of checks to "CASH"?	□Yes □No
	b. the signing of blank checks?	
	c. the removal of blank checks from the checkbook?	
	If no, please explain.	
26.	Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register)?	□Yes □No □N/A
	If yes, please attach an explanation of your purchase order/requisition controls as ATTACHMENT #II-26 .	
27.	a. Does your organization have written policies and procedures for purchases?	□Yes □No
	If yes, please attach your written policies and procedures as ATTACHMENT # II-27 .	

	b. Are your purchasing policies and procedures in compliance with §200.320 of the Uniform Grant Guidance (UGG), or Uniform Grant Management Standards (UGMS), as applicable? If no, please explain below: (you may attach additional sheets if needed)	□Yes □No
	Note: For more information please see ICSQ Instructions at the end of this Questionnaire.	
28.	Are supporting documents (e.g., service authorizations, invoices, receipts, approvals, receiving reports, canceled checks) maintained with each disbursement and clearly referenced for easy location and retrieval?	□Yes □No
	If yes, please attach an explanation as ATTACHMENT # II-28 . The attachment should describe your process for maintaining supporting documentation, such as:	
	 How supporting records are kept and filed (e.g., filed by check number, month of payment), 	
	How documents are marked when paid to prevent duplication of claims, and	
	How authorizations for service are registered internally.	
29.	Do supporting documents accompany checks for the check signer's signature?	□Yes □No
30.	Are invoices marked to identify allocation of payment?	□Yes □No
31.	If bank account balances (including Certificates of Deposit) are in excess of FDIC coverage, does your organization have a system to protect the excess amount?	□Yes □No □N/A
	If no, please explain:	
32.	Does your organization have procedures to identify costs and expenditures not allowable under federal or state regulations?	□Yes □No
	If yes, please attach an explanation of your system for identifying unallowable costs/expenditures as ATTACHMENT # II-32.	
33.	Does your organization maintain a contract file for each contract?	□Yes □No
	If yes, does each contract file contain:	
	a. The executed contract with all attachments?	□Yes □No
	b. A copy of each contract amendment (as applicable)?	□Yes □No
	c. Billing documents?	□Yes □No
	d. Documentation of contract performance?	□Yes □No
	e. Related correspondence?	□Yes □No
	f. A copy of each subcontract agreement (as applicable)?	□Yes □No □NA
	If no to any of the above, please explain.	
34.	a. Does your organization's internal control process comply with the standards of 'COSO' (Committee of Sponsoring Organizations of the Treadway Commission) or the 'Standards of Internal Control in the Federal Government', issued by the Comptroller General of the United States, as may be applicable under the Uniform	☐Yes ☐No

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	Grant Guidance (UGG) or the Uniform Grant Management Standards (UGMS)?	
	If yes, please attach an explanation of your system for following these internal control standards as Attachment # II-34a .	
	b. Does your organization have a process to prevent unauthorized access to confidential information related to your contracts (e.g., sensitive client information or records - commonly referred to as Personally Protected Identifiable Information)?	
	If yes, please attach a copy of your procedures as ATTACHMENT #II-34b.	☐Yes ☐No
	Note: For more information on parts a or b please see the ICSQ Instructions at the end of this Questionnaire.	
<u>II. B.</u>	PERSONNEL	1
35.	Does your organization have written personnel policies?	□Yes □No
	If no, please explain.	
	If yes, are the personnel policies distributed to all employees?	□Yes □No
36.	Do the personnel policies include:	
	a. Hiring?	□Yes □No
	b. Performance evaluations?	□Yes □No
	c. Time and leave?	□Yes □No
	d. Conflict of interest?	□Yes □No
	e. Nepotism?	□Yes □No
	f. Related-party	□Yes □No
37.	Does your organization require individual time or activity sheets to be prepared at least monthly for personnel (part-time, full-time, and/or in-kind volunteers)?	□Yes □No
	If no, please explain.	
	If yes, please submit a blank time sheet or activity sheet and a copy of the related policy as ATTACHMENT # II-37 .	
38.	Does your organization have on file an established rate of pay and withholding information for each employee?	□Yes □No
	If no, please explain.	
39.	Does your organization have a written job description with a set salary level for each	Yes ⊡No
	position?	
	If no, please explain.	

40.	Is the amount being paid to each employee based on documentation of actual hours worked?	□Yes □No
41.	a. Is your organization current with your payroll taxes?	□Yes □No
	b. Does your organization pay payroll taxes directly?	□Yes □No
	If no, please explain and indicate name of withholding agent.	
42.	Does your organization conduct criminal background checks on your employees and volunteers?	☐Yes ☐No
	If yes, please attach a copy of your employee/volunteer background check policy and procedures as ATTACHMENT # II-42 . The attachment should, at a minimum, include the following:	
	When criminal background checks are conducted,	
	When criminal background checks are updated, and	
	 Identify by title and/or position the employees and volunteers who are subject to criminal background checks. 	
Reim	<u>TRAVEL</u> bursements for travel expenses will be paid according to the State of Texas travel ra of travel as approved by the Office of the Comptroller of Public Accounts.	tes in effect on the
43.	Are expenditures for travel substantiated by travel vouchers, travel logs or other supporting documentation?	□Yes □No □N/A
	If no, please explain.	
	If yes, please submit a copy of your travel policy, a blank travel voucher, and a blank travel log as ATTACHMENT # II C-43.	
<u>II. D</u> .	EQUIPMENT	
44.	a. Please specify the level of capitalization (dollar amount) used by your organization.	
	b. Please provide your organization's definition of equipment:	
45.	Does your organization conduct a physical inventory of capital equipment purchased with federal funds?	□Yes □No
	If yes, how often?	
46.	Have DFPS funds been used (in whole or in part) to purchase equipment or controlled assets (e.g., computers, furniture, cameras, camcorders, laser discs (DVD) players, TVs)?	□Yes □No

	Note: Contractors should review the Comptroller's State Property Accounting User Manual at: <u>https://fmx.cpa.state.tx.us/fmx/pubs/spaproc/appendices/appa/appa_6.php</u> for the most current listing of controlled assets. Contractors must add these items classified	
	as controlled assets to their inventory list based on the noted acquisition costs. If no, please skip to Section II.E. Subcontractors.	
47.	Are inventory records maintained that include: item description, serial number, funding source(s), acquisition cost, acquisition date and inventory number?	□Yes □No
	Please attach a blank inventory form as ATTACHMENT #II-47.	
48.	Are all equipment items and controlled asset tagged for the purpose of internal tracking and inventory?	□Yes □No
49.	Does your organization have a policy regarding the documentation required for equipment that has been disposed of?	□Yes □No
	If yes, please attach a copy of your equipment disposal policy as ATTACHMENT #II-49 .	
<u>II. E.</u>	SUBCONTRACTORS	
lf you	n annaniantian da sa matan kaantaat DEDO aamiaaa an daaa matintand ta sakaanta	
mark	r organization does not subcontract DFPS services, or does not intend to subcontra N/A 🗌 here and skip to section II.F. Related Party Transactions.	act DFPS services,
-		
mark	N/A here and skip to section II.F. Related Party Transactions.	
mark	N/A here and skip to section II.F. Related Party Transactions. Does your organization have written policies and procedures for subcontracted services? If yes, please submit a copy of your policy for subcontracted services as	
mark	 N/A here and skip to section II.F. Related Party Transactions. Does your organization have written policies and procedures for subcontracted services? If yes, please submit a copy of your policy for subcontracted services as ATTACHMENT # II-50. b. Does your organization assess risk for subcontractor non-compliance with federal 	∏Yes ∏No
mark	 N/A here and skip to section II.F. Related Party Transactions. Does your organization have written policies and procedures for subcontracted services? If yes, please submit a copy of your policy for subcontracted services as ATTACHMENT # II-50. b. Does your organization assess risk for subcontractor non-compliance with federal statutes or UGMS, as applicable? 	∏Yes ∏No
<u>mark</u> 50.	 N/A here and skip to section II.F. Related Party Transactions. Does your organization have written policies and procedures for subcontracted services? If yes, please submit a copy of your policy for subcontracted services as ATTACHMENT # II-50. b. Does your organization assess risk for subcontractor non-compliance with federal statutes or UGMS, as applicable? If yes, please provide a description of the process as ATTACHMENT # II-50b. Is your organization considered a pass-thru entity for any of the Federal awards, 	☐Yes ☐No ☐Yes ☐No
<u>mark</u> 50.	 N/A here and skip to section II.F. Related Party Transactions. Does your organization have written policies and procedures for subcontracted services? If yes, please submit a copy of your policy for subcontracted services as ATTACHMENT # II-50. b. Does your organization assess risk for subcontractor non-compliance with federal statutes or UGMS, as applicable? If yes, please provide a description of the process as ATTACHMENT # II-50b. Is your organization considered a pass-thru entity for any of the Federal awards, funding, or agreements it has with DFPS? If yes, does it make subrecipient/contractor determinations according to §200.330 of 	□Yes □No □Yes □No □Yes □No
<u>mark</u> 50.	 N/A here and skip to section II.F. Related Party Transactions. Does your organization have written policies and procedures for subcontracted services? If yes, please submit a copy of your policy for subcontracted services as ATTACHMENT # II-50. b. Does your organization assess risk for subcontractor non-compliance with federal statutes or UGMS, as applicable? If yes, please provide a description of the process as ATTACHMENT # II-50b. Is your organization considered a pass-thru entity for any of the Federal awards, funding, or agreements it has with DFPS? If yes, does it make subrecipient/contractor determinations according to §200.330 of the Uniform Grant Guidance (UGG), as applicable? If yes, please provide a copy of the policy and procedure for making this 	□Yes □No □Yes □No □Yes □No

A rela	RELATED-PARTY TRANSACTIONS ated party could include a family member or relative, stockholder, or a corporation (is related in some way to the initial party.	individual or group)
54.	If your organization subcontracts with a related party to provide part or all of the program attach a description of your selection process as ATTACHMENT # II-54 .	n services, please
55.	List name and position of any employee of your corporation who is also a principal stockholder, owning 5% or more stock or who has a controlling interest.	□N/A
busin provic	blowing questions relate to "doing business" with a related party. "Doing less activities such as purchasing or leasing (e.g., a building, a computer, ling a service (e.g., legal, accounting, or banking services), even if the purc vided for free.	a vehicle), and/or
56.	List any member of your Board of Directors with whom you are "doing business".	□N/A
	a. Board Member:	
	b. Business relationship:	
57.	List anyone with whom you are "doing business" who is related by blood, adoption or marriage, to a member of your Board of Directors.	□N/A
	a. Board Member name/position:	
	b. Name/title of related party:	
	<u>c</u> . Relationship to Board Member:	
	d. Type of business transaction:	
58.	List anyone with whom you are "doing business" who is a principal stockholder of your organization.	□N/A
	a. Principle Stockholder:	
	b. Business relationship:	
59.	List anyone with whom you are "doing business" who is related by blood, adoption or marriage, to a principal stockholder.	□N/A
	a. Stockholder name:	
	b. Name of related party:	
	c. Relationship to Stockholder:	
	d. Business relationship:	
60.	List any related party (e.g., a member of your Board of Directors, a principal stockholder, or anyone related by blood, adoption or marriage, to a principal stockholder or member of the Board of Directors) from whom the organization leases a building or property.	□N/A

	a. Board Member/Stockholder name/title:	
	b. Name of related party: :	
	Please include a copy of the lease for each item as ATTACHMENT #II-60 .	
	ollowing questions relate to "conflict of interest." Key employees (e.g., lent, chief executive officer, administrator) exert a degree of control.	executive director,
61.	List any key employee with whom your organization is "doing business".	□N/A
	a. Employee name/position:	
	b. Business Relationship:	
62.	List anyone with whom your organization is "doing business" who is related by blood, adoption or marriage, to any key employee.	□N/A
	a. Key employee name/position:	
	b. Name of related party:	
	c. Relationship to key employee:	
	d. Please specify business relationship:	
63.	List any key employee from whom the organization leases a building and/or property.	□N/A
	a. Employee name/position:	
	Please submit a copy of each lease as ATTACHMENT #II-63.	
64.	Does your organization maintain an appraisal of market value or market rental rates for each property resulting from a related-party transaction?	□Yes □No □N/A
	If no, please explain.	
65.	List any key employee related by blood, adoption or marriage, to a member of your Board of Directors.	□N/A
	a. Board Member name/position:	
	b. Key Employee name/title of:	
	c. Relationship to Board Member:	
66	List any key employee related by blood, adoption or marriage, to anyone related, by blood, adoption or marriage, to a member of your Board of Directors.	□N/A
	a. Board Member name/position:	
	b. Key Employee name/title of:	
	c. Relationship to Board Member:	
67.	List any key employee related by blood, adoption or marriage to a principal stockholder or to anyone related by blood, adoption or marriage to a principal stockholder.	□n/A
	a. Stockholder or related party:	

	<u>b. Name/position of Key Employee or related party:</u> <u>c. Relationship to Stockholder:</u>	
68.	List any employee related by blood, adoption or marriage to a key employee or to anyone related by blood, adoption or marriage to a key employee. <u>a. Key Employee name/title:</u> <u>b. Related Employee name/title:</u> <u>c. Relationship to Key Employee:</u>	□n/A

CERTIFICATION

Signed by an individual with documented authority as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

Signature

Date

Printed/Typed Name

Title

ICSQ Instructions

Every business entity should have internal controls. Internal controls consist of the policies and procedures that a business entity develops and implements to ensure that assets (such as cash and equipment) are safeguarded, that expenditure transactions (such as purchases) are authorized, and that financial data are accurately recorded. Another way of saying this is that a system of internal controls helps to ensure that assets that belong to the business entity are used only for authorized business purposes.

A system of internal controls is not designed primarily to detect errors but rather to reduce the opportunity for errors or dishonesty to occur. In an effective system of internal controls, no one person should carry out all phases of a business transaction from beginning to end. For example, if one person were permitted to order supplies, receive the supplies, write a check to pay for the supplies, and record the transaction in the accounting records, then there would be no protection against either fraud or errors.

A system of internal controls frequently may be improved by physical safeguards (acting as compensatory controls). Computers help to improve the efficiency and accuracy of record keeping functions. Cash registers, safes, and prenumbered business forms are very helpful in safeguarding cash and establishing responsibility for it. Any system of internal controls must be supervised with care if it is to function effectively.

The Internal Control Structure Questionnaire (ICSQ) consists of a series of questions related to the processes and procedures for handling cash receipts, cash disbursements, physical inventory, file maintenance, etc. Responses to the questions included in the ICSQ allow for an assessment of the effectiveness of the procedures described as compared to best practices and/or specific state and federal guidelines.

Instructions for Submitting the ICSQ

An up-to-date ICSQ is required to be submitted with each new proposal to contract with the Department of Family and Protective Services (DFPS).

No two-sided copies will be accepted. No pamphlets or books will be accepted (except for required financial reports or audits). Responses must be typed or printed. All attachments must be clearly numbered.

Instructions for Completing the ICSQ

The ICSQ has been divided into several sections, as follows:

SECTION I: FINANCIAL POSITION

This section requests background information about the business entity, including the financial system used to maintain the accounting records; preparation of financial statements; the most recent audit report and management letter; certification of the organization not having any outstanding liabilities, loans or taxes, and the organization's ability to obtain credit when needed. These questions are related to the business entity's likelihood of providing continuous services for the duration of the contract period.

Question 4:

A non-Federal entity that expends \$ 750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit, conducted for that year in accordance with the provisions of §200.501 of the <u>Uniform Grant Guidance (UGG)</u>. The state requires a for profit entity to conduct a specific engagement that mirrors the provisions of the above referenced audits. For more information about this requirement please see the Code of Federal Regulations PART 200--UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS - §200.501 Audit Requirements. You may access this information by <u>clicking this link</u>.

SECTION II: INTERNAL CONTROLS

This section addresses Internal Controls as described below:

II. A. GENERAL/ACCOUNTING CONTROLS

The general accounting section addresses file maintenance and the contractor's responsibility to meet contract terms and state/federal regulations.

Accounting controls assist with the safeguarding of assets (cash and fixed assets) and the reliability of financial records. The objective sought in the control of cash receipts is to ensure that all cash that is receivable by the business entity is collected and recorded without loss. The system of controlling cash payments should be designed to ensure that no unauthorized payments are made. Control is accomplished by division of responsibility to achieve independent verification of transactions without duplication of effort.

Question 1:

Cost allocation ensures that costs are properly allocated to a specific funding source and that all costs are properly identified.

Cost allocation is required when a cost will benefit more than one contract or funding source. If cost allocation is necessary, contractors must use reasonable methods of allocating costs consistently. Any cost allocation method used should be a reasonable reflection of actual business operations.

Question 3:

Each non-Federal entity receiving Federal award dollars is required to have the financial management systems in operation that are specified in §200.302 of the <u>Uniform Grant Guidance</u>. <u>Click here</u> to review these applicable financial management systems.

Questions 6-7:

It is a good business practice to require authorized individuals to approve purchases or electronic transactions made on behalf of their department. Designating separate individuals to sign checks or authorize payments, approve purchases, prepare payments, reconcile internal accounts to the general ledger, control assets, and receive cash is also a good business practice. For smaller staffs, it may be necessary to identify compensating controls where adequate separation of duties is not possible.

Questions 8-9:

All costs that are reported or billed to a funding source should be reconciled with the general ledger (the book or file that contains all of the organization's accounts) as well as bank account transaction records.

Questions 10-16:

If the business entity's accounting system is automated, please complete questions 9 - 15 to provide detail as to who has access to the accounting system and how the system is protected.

Questions 17-26:

These are examples of internal controls that act as safeguards against unauthorized expenditures or check disbursement.

Question 27:

§200.320 of the <u>Uniform Grant Guidance</u> specifies that all non-Federal entities that receive Federal grant dollars must use one of the methods of procurement listed in the UGG. You may <u>click here</u> to review the acceptable procurement methods that are listed.

Questions 28-29:

It is a best practice to maintain supporting documents with each disbursement. Alternatively, supporting documents should be numbered, clearly referenced, and filed for easy retrieval.

Question 30:

If more than one funding source is to be used to reimburse a cost, then it is extremely important that the invoice documents how the cost is to be allocated.

Question 31:

To ensure funds are fully protected, contractors should understand their coverage limits and confirm that their financial institution is <u>FDIC-insured</u>. The standard insurance amount currently is \$250,000 per depositor. The \$250,000 limit is permanent for certain retirement accounts (includes IRAs) and is temporary for all other deposit accounts through December 31, 2013.

Question 32:

Contractors should reference the applicable Texas Administrative Code (TAC) or the <u>Uniform Grant Guidance (UGG)</u> to identify costs and expenditures that are not allowable.

Question 33:

An element of a good file maintenance process is having a systematic approach to filing the numerous contract documents that flow through a business entity. A systematic filing approach decreases the risk of lost documents, and provides a central place for documents that pertain to a specific contract.

Question 34 (a) and (b):

(a) §200.303 of the <u>Uniform Grant Guidance</u> provides a list of certain Internal Control processes that must be in place for all non-Federal entities receiving Federal grant dollars. The list of Internal Control processes may be viewed by <u>clicking this link</u>.

(b) An important protective measure to safeguard sensitive information is controlling physical access to the information or records related to your contracts. All contract information must be cared for with the appropriate level of physical and electronic security. Procedural safeguards ensure adequate controls against unauthorized access, fraudulent activity, disclosure, loss or damage, whether accidental or deliberate, as well as to ensure the availability, integrity, authenticity, and confidentiality of information. Procedural safeguards may include adequate separation of duties, limiting physical access (e.g., storing information in a safe or fireproof filing cabinet, locks on doors or filing cabinets, passwords) or computer-related controls dealing with access privilege.

II. B. PERSONNEL

Questions 35-36:

Each business entity should have written personnel policies that are made available to all employees. The policies need to be consistently applied and should include all federally mandated policies related to human resource issues.

Questions 37-41:

The Uniform Grant Guidance addresses when documentation may be necessary to support salaries and wages. The UGG further states that when the allocation of direct service delivery staff salaries between programs and contracts must be documented.

Question 42:

DFPS requires contractor employees who will have or currently have direct contact with clients or access to client records, prior to such contact or access, to disclose and release, or cause its subcontractors to disclose and release, any allegation alleging an act of abuse, neglect or exploitation of children, the elderly, or person with disabilities, as well as any criminal history or any current criminal indictment. It is the policy of DFPS to require background checks concerning criminal and DFPS abuse/neglect history on potential contractors, contractors, their employees, subcontractors and volunteers.

II. C. TRAVEL (Travel Costs Paid with DFPS Funds)

Question 43:

Travel expenses for which reimbursement will be requested from DFPS must conform to the current state travel requirements and rates for lodging, meals, and personal vehicle mileage. Supporting documentation for travel expenses must include receipts for the following expenses: parking fees, hotel lodging, taxis, and airfare.

II. D. EQUIPMENT

Questions 44-49:

Equipment is defined in 45 Code of Federal Regulations (CFR) Part 74 and the Uniform Grant Guidance (UGG).

It is a federal requirement that a physical inventory be taken at least once every two years for equipment acquired with federal funds.

The disposition of all equipment purchased with federal funds must be made according to appropriate regulations and departmental policies, as per the <u>Uniform Grant Guidance (UGG)</u>. Equipment purchased using DFPS contract funds is subject to an equitable claim by the state (DFPS) at contract closure. No disposition should take place without prior notification to DFPS contract management.

II. E. SUBCONTRACTORS

This section must be completed if DFPS funds are or will be provided to subcontractors.

Question 50:

Subcontractor selection procedures should reflect a system in which the best subcontractor is fairly and objectively selected. Procedures should clearly identify the method of contractor selection utilized (e.g., competitive selection or bidding, negotiation with individual).

The subcontractor selection process should also include established criteria to evaluate potential subcontractors, ranking method, and the consideration of past performance factors.

Subcontractor monitoring procedures should be sufficient to ensure that subcontractors consistently provide quality services by measuring performance against well-documented outcome expectations. The monitoring function should focus on the outcomes of services provided with an appropriate emphasis on contract monitoring in proportion to the amount/extent of the contracted services. Procedures should adequately describe who is responsible for monitoring, how often monitoring occurs, the monitoring process to include follow-up procedures when corrective action is required. It is also a good business practice to include an ongoing system for ensuring that funds are spent appropriately.

Questions 51-52:

DFPS is committed to encouraging participation and increased opportunities for any minority and women-owned business that is certified as a Historically Underutilized Business (HUB). DFPS requires contractors who have contracts of \$100,000 or more to do the same.

A good faith effort requires that contractors maintain documentation in purchase and contract files of their efforts to utilize HUBs. Contractors who have contracts of \$100,000 or more may be required to have a HUB Subcontracting Plan that documents either:

- a) That contractor does not plan to subcontract any component of the DFPS contract, or
- b) That contractor does plan to subcontract and includes at minimum the contractor's written policy/procedures for subcontracting and contractor's methods for soliciting and selecting subcontractors. In this case, a <u>HUB</u> <u>Subcontracting Form</u> must be on file.

Question 53:

DFPS requires contractor employees who will have or currently have direct contact with clients or access to client records, prior to such contact or access, to disclose and release, or cause its subcontractors to disclose and release, any allegation alleging an act of abuse, neglect or exploitation of children, the elderly, or person with disabilities, as well as any criminal history or any current criminal indictment. It is the policy of DFPS to require background checks concerning criminal and DFPS abuse/neglect history on potential contractors, contractors, their employees, subcontractors and volunteers.

II. F. RELATED-PARTY TRANSACTIONS

Questions 54-68:

This section deals with doing business with related parties. A related party is a person or business entity related to the contracted provider entity by blood, marriage, adoption, common ownership, or any association which permits either entity to exert power or influence (control), either directly or indirectly, over the other. Two or more individuals or business entities constitute related parties whenever they are affiliated or associated in a manner that entails some degree of legal control or practical influence of one over the other. This affiliation or association may be based on common ownership, past or present mutual interests in healthcare or other types of enterprises, or family ties. In determining whether a related party relationship exists with the contracted provider, the tests of common ownership and control are applied separately. Control exists where an individual or business entity has power, directly or indirectly, significantly to influence or direct the actions or policies of a business entity or institution. If the elements of common ownership or control are not present in both business entities, the entities are deemed not to be related to each other. The existence of an immediate family relationship will create an irrefutable presumption of relatedness through control or attribution of ownership or equity interests where the significance tests are met. The following persons are considered immediate family: (1) husband and wife; (2) natural parent, child and sibling; (3) adopted child and adoptive parent; (4) stepparent, stepchild, stepsister, and stepbrother; (5) father-in-law, mother-in-law, brother-inlaw, son-in-law, sister-in-law, and daughter-in-law; (6) grandparent and grandchild; (7) uncles and aunts by blood or marriage; (8) nephew and nieces by blood or marriage; and (9) first cousins. (40 TAC §732.240)

Related party transactions include the purchase/lease of facilities, services, equipment, or supplies from the contracted provider's central office or related business entities. The allowable cost in a related-party transaction will be examined to determine their reasonableness, meaning that such cost must not exceed the price of comparable services, facilities, equipment or supplies if they were to be purchased from a non-related vendor on the open market.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED
		Standard Form 424B (Rev. 7-97) Back

Community Youth Development (CYD) RFA

Exhibit O: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, Ioan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000

* APPLICANT'S ORGANIZATION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: * Last Name: * Title:	Middle Name:
* SIGNATURE:	* DATE:

Exhibit P: EXPENDITURE PROPOSAL - FY24

Budget for Grant Contracts

SUMMARY

Grantee:	Tarrant County
Applicant:	
Contract Number:	HHS000841700005
Agency ID:	24821479
Contract Budget Period:	06/01/2024 - 08/31/2024
PEI Program:	Community Youth Development (CYD)

Cost Categories	Reimbursable
(1A) Personnel - Salaries	\$0.00
(1B) Personnel - Fringe Benefits	\$0.00
(2) Travel	\$0.00
(3) Supplies and Controlled Assets	\$0.00
(4) Capital Equipment (greater than \$5K)	\$0.00
(5) Other Costs	\$0.00
Indirect Costs	\$0.00
TOTAL	\$0.00

Certified By (Name):	
Title:	

Signature :

Date :

FY 2024 Budget

Applicant:

PEI Program: CYD

Total Budget: **\$0.00**

Contract Budget Period: 6/01/2024 to 08/31/2024

Budget Preparer:

Certifying Approver:

				Alloc	ations		
PERSONNEL - SALARIES	CYD Contract Budget	Methodology for Contract Budget Narrative	Total Salary	# Employees	% Time Allocated to CYD Contract	Number of months on contract	Direct Service or Admin?
	-		\$ -	0.00	0%	0	
	-		\$ -	0.00	0%	0	
	-		\$ -	0.00	0%	0	
	-		\$ -	0.00	0%	0	
	-		\$ -	0.00	0%	0	
	-		\$ -	0.00	0%	0	
	-		\$ -	0.00	0%	0	
	-		\$ -	0.00	0%	0	
	-		\$ -	0.00	0%	0	
	-		\$ -	0.00	0%	0	
Total	\$-		\$ -				

PERSONNEL - FRINGE	CYD Contract Budget	Methodology for Contract Budget Narrative
Social Security (FICA)	-	
State Unemployment Tax Act (SUTA)	-	
Retirement	-	
Insurance- Medical	-	
Insurance- Dental	-	
Insurance- Vision	-	
Insurance- Worker's Compensation	-	
Insurance- Unemployment	-	
Short-Term Disability	-	
Long-Term Disability	-	
Life Insurance	-	
Other Fringe	-	
Total	\$-	

TRAVEL	CYD Contract Budget	Methodology for Contract Budget Narrative
Mileage	-	
Airfare	-	
Meals	-	
Lodging	-	
Miscellaneous Transportation	-	
Total	\$-	

SUPPLIES and CONTROLLED	CYD Contract	Methodology for
ASSETS	Budget	Contract Budget Narrative
	-	

-	
-	
-	
-	
-	
-	
-	
-	
-	
\$-	
	- - - - - - - -

CAPITAL EQUIPMENT (greater than \$5K)	CYD Contract Budget	Methodology for Contract Budget Narrative
	-	
	-	
	-	
Total	\$-	

OTHER COSTS	CYD Contract Budget	Methodology for Contract Budget Narrative
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
Total	\$-	

INDIRECT COSTS	CYD Contract Budget	Methodology for Contract Budget Narrative
Indirect Costs	\$ -	
Total	\$-	

TOTAL FY24 BUDGET		CYD Contract Budget
	Total	\$-

Instructions for Completing Form 2030

Expenditure Proposal for Grants

These instructions will explain how to submit the Expenditure Proposal.

Form 2030 - Summary Tab

Because this is a Cost Reimbursement grant, Tarrant County is not obligated to pay unauthorized costs or to pay more than the Applicant's allowable and actual incurred costs. These costs must be in compliance with the appropriate regulations. Federally funded grants follow the Uniform Grant Guidelines (UGG) and State funded grants follow the Uniform Grant Management Standards (UGMS).

The 2030 is designed to maintain the original Approved Budget and monthly invoices for the grant. All of the expenditure information in this Summary will be carried forward from the Applicant's Proposed Budget. The only information the Applicant needs to provide on this tab is the Applicant's name, and name and title of the individual who is authorized to certify the expediture proposal. Please include the date that this budget was certified.

Reimbursable expenses will be charged to Tarrant County in the month that the cost is reflected on the Applicant's general ledger. For example, mileage was reimbursed in October (and hits the Applicant's October general ledger) for September travel- then the expense would be included on the Applicant's October Billing Reimbursement Request.

The Expenditure Proposal is composed of the following six budget categories:

- 1. Salaries
- 2. Fringe Benefits
- 3. Travel
- 4. Supplies and Controlled Assets
- 5. Capital Equipment (expense exceeding \$5,000)
- 6. Other Costs

Proposed Budget Tab

In column C, enter the methodology for the Applicant's Reimbursable budget line items. The Appliant's methodology should provide a level of detail that will allow the Tarrant County staff to approve the amount of funds being requested on a line by line basis. In many instances, it will be more efficient to provide the details and eliminate assumptions.

List the organization's name in C3. Please identify the individual in the Applicant's organization that is preparing and approving this budget. Once finalized, this tab will be renamed the "Approved" Budget.

The following sections will explain how to provide budget information for the individual Budget Categories:

SALARIES

Only enter amounts or information in non-shaded areas. The shaded cells are protected- because the data is either a formula or carried forward from another cell.

In column A, list the titles for each individual staff person directly working on this grant. Do not list employee names. This includes all staff whose salaries are all or partially reimbursable. Job titles must match job descriptions.

In column E, list the Annual Salary for each individual.

Please propose any pay raises that will occur during the grant term. In the methodology section (Column C), clearly indicate the number of months at one pay rate and the number of months at the increased pay rate. The methodology should calculate to the Annual Salary being listed in Column E.

In column F, list the number of employees working identified position.

In column G, list the amount of percentage of time this individual will be allocated to this grant. For example, list the individual at 100% or 50% or ...

In column H, list the number of months each individual will work on this grant during the fiscal year.

In column I, indicate whether the staff is in a direct service or administrative role by using the drop down arrow.

In column B, this total will represent the Reimbursable funds needed to work on this grant during the fiscal year.

The Total Salaries in B21 will be carried forward to the Form 2030 Summary tab (cell B15).

FRINGE

If all staff are not included in the calculations, specify to whom the benefits applies to or does not apply to (whichever is clearer).

The following definitions and formulas may be helpful:

Social Security is the Federal Insurance Contributions Act (FICA) and is the total of the FICA rate (7.65%) x the participating staffs' salaries.

Texas Unemployment Compensation Act (TUCA) is the total of the rate assigned by TWC (4.34% of the first \$9,000 per employee) x the participating staffs' salaries.

Retirement is the rate (dependent on the type of plan) x the participating staffs' salaries.

Health Insurance costs are also dependent on the (various) plans' benefits x the participating staffs' salaries.

Worker's Compensation is purchased through private insurance firms that determine the appropriate employment classification and rates.

Form 2030

In column B, enter the amounts requested for Reimbursable expenses for each individual type of benefit. In column C, enter the formula for calculating the Reimbursable expenses for each individual type of benefit. The Total Fringe (cell B36) will be carried forward to the Form 2030 Summary tab (cell B16).

TRAVEL

The following definitions and formulas may be helpful:

Meals, Lodging, Mileage Reimbursements and Transportation costs must be budgeted on a cost-incurred basis (follow the grant terms and conditions). The Applicant should use historical costs for calculations when available. The Applicant should specify the methodology in column C.

Receipts documenting the expense must be maintained to substantiate the reimbursement.

Items normally included in the methodology column would be positions authorized to travel, number of miles/units and mileage rate, and the travel purpose (client visit, training class, conference...)

Miscellaneous transportation costs include car rentals, fuel, taxi, toll road charges, parking fees...

In column B, enter the amounts requested for Reimbursable travel expenses.

Please ensure that the methodology (column C) will provide an adequate explanation for the budgeted expenses.

The Total Travel (cell B44) will be carried forward to the Form 2030 Summary tab (cell B17).

SUPPLIES and CONTROLLED ASSETS

In column A, the Applicant can create budgets for various supply needs. Each supply type requires a separate line item.

Controlled Assets are items of real or personal property with an estimated life of greater than one year, but an acquisition cost of less than \$5000. These items are considered high risk and have a high potential for loss; therefore, controlled assets must be maintained in the Applicant's inventory system and tagged accordingly based on specific acquisition costs. Applicants should review the Comptroller's State Property Accounting User Manual for the most current information regarding controlled assets.

In column B, enter the amounts requested for Reimbursable Supply expenses.

Please ensure that the methodology (column C) will provide an adequate explanation for the budgeted expenses.

For example, Office Supplies methodology could state "\$75 (based on last year's expenditures) x 10 FTEs = \$75.

For example, Controlled Asset- Camera methodology could state (2) Cannon Digital Rebel Xti cameras x \$800 = \$1600.

For example, Controlled Asset- Computers- could include the purchase of laptops, tablets, iPads, desktops...

The Total Supplies (cell B57) will be carried forward to the Form 2030 tab (cell B18).

CAPITAL EQUIPMENT

In column A, list any equipment that meets or exceeds the capitalization threshold (\$5,000).

The tangible personal property must have a useful life of more than one year. The equipment purchased with DFPS funds must be tagged by the Applicant and must be inventoried on an annual basis (at minimum).

Non-capitalized equipment will be budgeted in the "Supplies and Controlled Assets" budget category.

Leased equipment will be budgeted in the "Other Costs" budget category.

In column B, enter the amounts requested for Reimbursable Capital Equipment expenses.

Please ensure that the methodology (column C) will provide an adequate explanation for the budgeted expenses.

The Total Equipment (cell B63) will be carried forward to the Form 2030 Summary tab (cell B19).

OTHER COSTS

Items listed in the "Other" budget category include items that do not fit under any other cost categories. These items could include cell phone expenses, internet charges, space rental, leased items, professional dues, conference registration fee, accounting software annual maintenance fees, software for new computers...

In column A, the Applicant can create budgets for various allowable expense that does not fit in any of the previous budget categories. Each expense type requires a separate line item.

In column B, enter the amounts requested for Reimbursable Other Costs expenses.

Please ensure that the methodology (column C) will provide an adequate explanation for the budgeted expenses. The Total Other Costs (cell B76) will be carried forward to the Form 2030 Summary tab (cell B20).

TOTAL FY24 Budget (B83) will be carried forward to the Form 2030 Summary tab (cell B23)

Exhibit Q: CYD Guidelines for Allowable Food Costs

I. Basic Guidelines found in CFR 200.438 Entertainment cost:

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 for the Federal award or with prior written approval of the Federal awarding agency.

II. Food Costs for CYD Participants

PEI allows the costs of snacks and meals only when they are necessary and part of the delivery of Prevention and Early Intervention programming. Food costs must be shown as necessary to carrying out the purpose of the award. Out- of-School Time programs are the most common example of a CYD opportunity during which food for Participants, such as a snack, may be a reasonable cost. Recognition ceremonies celebrating the successes of Participants may also incur reasonable food costs. Food and meal costs for Participants are unallowable when they become the central activity.

Generally, food itself should not be used as a reward or incentive however an event such as a Youth picnic with food for program cycle completion could be allowable. Similarly a drawing for a small restaurant gift card that has nutritious menus options for Youth completing a CYD survey or returning Data Authorization forms by a due date could be allowable.

PEI recognizes that program staff working with CYD Participants may become aware of Index Youth who need meals and encourages connections to community partners or leveraging other funding streams and programs that can provide food and provide additional support to the family. Basic needs support is not an intended use of CYD funds.

PEI also wants to distinguish community events from CYD programming with Index Youth. Many CYD programs hold community meetings and events to promote CYD, recruit Participants and seek community input in conducting the Community 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 CYD. Reasonable food costs may be considered for community events that provide outreach to potential CYD Participants.

III. Food Costs for CYD Staff

Meal costs for CYD staff can be reimbursed only if eating with CYD Participants is a condition of employment or incurred during approved travel while performing activities under the Grant. CYD staff meal costs during approved travel are allowable only in

EXHIBIT Q - CYD Guidelines for Allowable Food Costs

conjunction with overnight travel of more than 50 miles from their office or residence. Examples of approved staff food expenses:

- 1. Meals of a Youth Summit chaperone may be reimbursed since the chaperone is traveling for the purposes of CYD.
- 2. Summer camp staff meal costs may be reimbursed if the staff cannot leave the premises.

IV. Budgeting and Documentation for CYD Food Costs

CYD Grantees should consider the following when budgeting, approving Sub awardee budgets, and reimbursing Subawardees for food costs for Participants:

- 1. Are the food costs an essential cost of providing CYD?
- 2. Would a snack or meal normally be served during the hours the program plans to provide the snack or meal?
- 3. Have nutritious food options been considered in the planning?
- 4. Is the cost of the food a prudent use of CYD money? Would a reasonable person recognize those making cost decisions as good stewards of public monies?
- 5. Could food costs be donated to support the maximization of CYD funds for direct programming to youth?

All food costs must be described in the Project Work Plan and the costs must be clearly outlined in the budget and budget narrative. No food costs will be allowed unless specifically approved by DFPS in the budget.

Grantees must keep and be able to provide documentation of all costs especially those related to food if requested at any time by PEI.

EXHIBIT R

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Signature ____

Х

THIS FORM MUST BE **SIGNED**.

Exhibit S: LETTER OF INTENT

TARRANT COUNTY - Community Youth Development (CYD)

REQUEST FOR APPLICATIONS - FY 2024-02

Date of Release: March 6, 2024

INTENT TO APPLY

To enable Tarrant County to calculate the number of Applicants as accurately as possible, please return this form if your organization intends to submit an Application.

Name and Position

Organization Name

Street Address

City, State and Zip Code

Telephone Number

E-Mail Address

Please return by <u>March 21, 2024</u> by email, mail or fax to: Tarrant County - Community Youth Development (CYD) Attn: Jodi Newton, CYD Project Manager 1101 S. Main Street, Room 2509 Fort Worth, Texas 76104 Fax: 817-740-4373 Email: jdnewton@tarrantcountytx.gov

Exhibit T: DEFINITIONS

Unless the context clearly indicates otherwise, the following terms and conditions used in this RFA have the meanings assigned below:

"Addendum" is a written clarification or revision to this RFA issued by DFPS.

"Amendment" is a formal revision or addition to a Grant Agreement.

"Ancillary Programming" is optional Program Components selected by the Applicant to complement the CYD program.

"Application" is a document submitted by an Applicant in response to this RFA. Used interchangeably with the term "Response" and "Grant Application."

"Applicant" is the entity applying in response to this RFA.

"Award" is the act of communicating acceptance of an Application to the Applicant, thereby forming a Grant Agreement.

"Best Value" is the optimum combination of economy and quality that is the result of fair, efficient, and practical grant award decision-making and achieves grant objectives.

"Business Day" is any day other than a Saturday, Sunday, or day in which Texas State or Tarrant County offices are authorized or obligated by law or executive order to be closed.

"Caregiver" is an individual who attends to the needs of a Child or Youth.

"Case Record" is any documentation and materials in both the electronic file and external file associated with a specific case.

"Catalog of Federal Domestic Assistance (CFDA)" is a compendium of assistance programs offered by various U.S. government agencies to the American public.

"Child(ren)" or "Youth" is a person under 18 years of age who is not and has not been married or who has not had the disabilities of minority removed for general purposes.

"Community Strengths and Needs Assessment (CSNA)" is an evaluation developed and utilized by the Applicant to identify community strengths, needs, assets, and gaps in available Youth opportunities to determine the most appropriate priorities and opportunities for the local CYD program.

"Community Youth Development Program (CYD)" is a program funded through Prevention and Early Intervention (PEI) to assist communities in alleviating conditions in the family and community that lead to juvenile crime. "Confidential Information" is any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of:

- 1. Confidential Participant information, including Protected Health Information;
- 2. All non-public budget, expense, payment, and other financial information;
- 3. All privileged Work Product;
- 4. All information designated by HHS or any other State Agency as confidential, including all information designated as confidential under the Texas Public Information Act, Texas Government Code, Chapter 552;
- 5. Unless publicly disclosed by HHS, the State, or Tarrant County the pricing, payments, and terms and conditions of the Agreement;
- 6. Information that is utilized, developed, received, or maintained by HHS, the Grantee, the Subawardee, or DFPS to fulfill a duty or obligation under this Grant Agreement and that has not been publicity disclosed; and
- 7. Any other information deemed confidential under State or federal confidentiality laws.

"Contact" is to get in touch with or communicate with via face-to-face, electronic communication (telephone, text, Email, computer or webcam), or letter.

"Contract" is a promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law. The term also encompasses the written document that describes the terms of the agreement. Used interchangeably with "Grant Agreement" in this RFA.

"Contract Performance Measures Report" is a reporting tool developed and prepared by DFPS to compare an individual Grantee's and Subawardee's performance to the metric established for the Output or Outcome.

"Contractor" is traditionally the entity awarded a Contract. To distinguish between Grants and Contracts, DFPS further clarifies that although "Contractor" may be used to describe the entity receiving a Grant pursuant to this RFA, "Grantee" is the appropriate and more frequently used term for any entity receiving a Grant.

"Child Protective Services (CPS)" is Child Protective Services, the child welfare division of Texas Department of Family and Protective Services.

"Cultural Humility" is the ability of individuals and systems to maintain an openness to on-going learning and self-reflection around culture; recognizing that people are multidimensional and have their own experiences of their respective culture or cultures; and addressing any related power dynamics to build healthy partnerships among people, organizations, and systems. Used interchangeably with the term "Cultural Competency." "CYD Youth Summit" is an annual youth leadership skill building event funded by the Texas Department of Family and Protective Services for selected Youth Advisory Committee members from all CYD Grantees.

"Data Source" is the system or process from which information about a Performance Measure will be gathered.

"Deliverable" is a written, recorded, or otherwise tangible work product prepared, developed, or procured by the Subawardee that is to be provided as part of the Subawardee's obligations under the Grant Agreement. A discrete type or increment of work. The work may involve the delivery of goods or services.

"Developmental Assets" are positive experiences and qualities that influence young people's development, helping them become caring, responsible, and productive adults. They serve as Protective Factors that have been shown by research to buffer Youth from risk.

"DFPS" is the Texas Department of Family and Protective Services, its officers, employees, or authorized agents.

"Effective Date" is the date upon which the parties agree the Grant Agreement shall take effect.

"Evidence-Based Program" is a program that:

- 1. Is research-based and grounded in relevant, empirically based knowledge and program-determined Outcomes;
- 2. Has comprehensive standards ensuring the highest quality service delivery with continuous improvement in the quality of service delivery;
- 3. Has demonstrated significant positive short-term and long-term Outcomes;
- 4. Has been evaluated by at least one rigorous, randomized, controlled research trial across heterogeneous populations or communities, the results of at least one of which has been published in a peer-reviewed journal. For Youth-serving curricula, a rigorous quasi-experiment may be substituted for a randomized control trial, at PEI's discretion;
- 5. Substantially complies with a program manual or design that specifies the purpose, Outcomes, duration, and frequency of the program; and
- 6. Employs well-trained and competent staff and provides continual relevant professional development opportunities to the staff.

"Evidence-Informed Practices" are practices that use the best available research and practice knowledge to guide program design and implementation. An allowable solution that allows for performance and success in all conditions. Components of Evidence-Informed programs have been tested using a randomized control trial or rigorous quasi-experimental design.

"Family (Families)" is a specific group of people that may be made up of Caregivers, partners, children, parents, aunts, uncles, cousins and grandparents served through this RFA.

"Grant" is an Award from Tarrant County to an entity through this RFA for CYD.

"Grant Agreement" is a promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable by law. The term also encompasses the written document that describes the terms of the agreement. For State contracting purposes, it describes the terms of a purchase of services from a Grantee. For County contracting purposes, it describes the terms of a purchase of services from a Subawardee. Grant Agreement may be used interchangeably with "Contract."

"Grant Opportunity" is this Request for Applications and includes any Exhibits and Addenda, if any.

"Grantee" is an entity awarded a Grant Agreement pursuant to this RFA to provide services.

"Health and Human Services (HHS)" is the administrative agency established under Chapter 531, Texas Government Code or its designee.

"Health and Human Services Field" is a professional field or field of study which has a focus on the safety and welfare of individuals and Families. Example fields include, but are not limited to: sociology, social work, nursing, psychology, public health, and counseling.

"Index Child" or "Index Youth" is the Child or Youth for whom a Family's eligibility for PEI services are based. This RFA refers to "Index Youth" to indicate Youth served.

"Intake" is the act of receiving, logging, and creating an individual Family record at the Subawardee's site and indicates acceptance of the Service Authorization.

"Invoice" is a Subawardee's bill or written request for payment under the Grant Agreement for services performed.

"Key Personnel" are those staff having authority and responsibility for planning, directing, and supervising aspects of this project.

"Community Collaborative Committee" is a community-based collaborative, coalition, committee or group.

"Logic Model" is a program map. It is a simple, logical illustration of what the program does, why, and how the Applicant will know if the program is successful. There are a

wide variety of Logic Model formats, but most have the same key components including resources or inputs, activities, Outputs, Outcomes, and impact.

"Mentoring" is an interaction that takes place between young persons (i.e., mentees) and older or more experienced persons (i.e., mentors) who are acting in a non-professional helping capacity to provide support that benefits one or more areas of the mentee's development.

"Memorandum of Understanding (MOU)" is a non-financial agreement between two or more parties to memorialize an agreement to cooperate or coordinate with each other for a specific purpose.

"Non-Responsive" is when the Application's noncompliance with a material aspect of the RFA results in the Application's exclusion from Grant Award consideration.

"Outcome" is a measure that demonstrates the effect a service has on Participants, typically related to improvements in the lives of Participants regarding safety, permanency, and well-being.

"Out-of-School Time" is the timeframe in which programming takes place including before school, afterschool, evenings, and weekends.

"Out-of-School Time Programming" is a supervised program that young people regularly attend when school is not in session. This can include programming before and after school, during weekends, or other school breaks. Programs may take place on a school campus or in other community locations.

"Output" is an indicator referring to activities, methods, or approaches and the immediate results generated because of program efforts (e.g. number of Families served).

"Participant" is a member of the population to be served by the Applicant's organization. For the purposes of this Grant, a Participant is a member of a Family or household eligible to receive PEI services and who is receiving services under this Grant. Used interchangeably with the term "Client" for this RFA.

"PEI" is the Prevention and Early Intervention Division of DFPS.

"PEI Program Staff" are employees who work for the Department of Family and Protective Services, Prevention and Early Intervention (PEI) Division.

"Performance Measure" is a service Output, Outcome, or Deliverable used to assess the performance of the Grantee.

"Period of Performance" is the period beginning with the commencement date or Effective Date of a Grant Agreement and ending when the Grant Agreement expires in accordance with its terms, or when it has been terminated. Period of Performance may be used interchangeably with "Grant Term."

"Positive Youth Development" is an intentional, pro-social approach that engages Youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strength.

"Post-High School Readiness" or "PHSR" is the CYD program component whereby Subawardee prepares young people for their transition from high school to the multiple pathways after graduation, equipping Youth with the experiences and skills necessary to successfully manage the responsibilities required upon entering college, career, and workplace environments.

"Prevention and Early Intervention Reporting System (PEIRS)" is the data reporting system used by PEI Grantees and PEI Program Staff to capture and report program and Grant-related information.

"Primary Caregiver" is the parent or Caregiver of the Index Youth and is the person who is the primarily involved in CYD engagement activities

"Priority Characteristics" are traits that identify the Youth, Caregivers or families who may receive services.

"Program Component" is an opportunity funded by CYD for Participants which falls under either Required Programming or Ancillary Programming (i.e. Mentoring, sport and recreation etc.)

"Program Model" is the Evidence-Based Program, Promising Practice Program, or Evidence-Informed approach implemented by the Subawardee.

"Program Staff" are employees working under the auspices of CYD Grantees, including Subawardees and volunteers who will be providing support and services to Youth or their Families.

"Project Work Plan (PWP)" is the documentation of how the Subawardee will implement and operate the program to achieve the performance measures outlined in the Grant Agreement.

"Promising Practice Program" is a Program Model that:

- 1. Has an active impact evaluation program or demonstrates a schedule for implementing an active impact evaluation program;
- 2. Has been evaluated by at least one Outcome-based study demonstrating effectiveness or random, controlled trial in a homogeneous sample;

- 3. Substantially complies with a program manual or design that specifies the purpose, Outcomes, duration, and frequency of the program services;
- 4. Employs well-trained and competent Program Staff and provides continual relevant professional development opportunities;
- 5. Is research-based and grounded in relevant, empirical knowledge, and programdetermined Outcomes.

"Protective Factors" are conditions or attributes in individuals, families, communities, or society that mitigate or eliminate risk in families and communities, thereby increasing the health and well-being of children and families.

"Protected Health Information (PHI)" is information protected by the HIPAA Privacy Rule providing federal protections for personal health information held by covered entities and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important purposes.

"Referral" is the process whereby the Subawardee provides Families with recommendations and support connecting with external services or resources that extend beyond the services the Subawardee is required to provide through this RFA.

"Reflective Supervision" is the regular collaborative reflection between a Program Staff member (clinical or other) and supervisor that builds on the supervisee's use of their thoughts, feelings, and values within a service encounter. It is a necessary, supportive process within the supervisor-staff relationship.

"Required Programming" is the Program Components which must be offered by CYD and includes Mentoring, Youth Advisory Committee (YAC), Youth Leadership Development (YLD), and Post-High School Readiness (PHSR).

"Responsive" is when an Application has been determined by Tarrant County to comply with all material aspects of the RFA, including submission of all required documents.

"Safe" is when the Index Youth is secure from maltreatment or the risk of danger or harm.

"Scope and Sequence" is a list of the areas of development, topics, and content that will be addressed within one multi-week YLD program.

"Scope of Work" is a description of what DFPS and Tarrant County requires and what an Applicant must provide. The written statement or description and enumeration of services to be performed.

"Service Authorization" is the process whereby the Primary Caregiver consents to participation in services by completing an enrollment form and any other documentation required by PEI, the Grantee, and the Subawardee.

"Service Delivery Area (SDA)" is the ZIP Code(s) proposed by the Applicant, within which Grant services are to be provided. May be used interchangeably with "Community" in this RFA.

"State" is the State of Texas and its instrumentalities, including HHS, DFPS and any other State Agency, its officers, employees, or authorized agents.

"State Agency" is an agency of the State of Texas as defined in Texas Government Code 2056.001.

"Subaward" is a written agreement that assigns portions of the obligations of a Grantee to a third party selected by the Grantee. The third party assumes some of the obligations of the Grantee while the Grantee remains completely responsible for all actions carried out by the Subawardee. Subaward may be used interchangeably with the term "Subcontract" or "Subgrant" for this RFA.

"Subawardee" is any entity that has entered into a Subaward with the Grantee to assume some of the obligations of the Grantee. Used interchangeably with the term "Subcontractor" or "Subgrantee."

"Theory of Change" is a specific type of methodology for planning, participation, and evaluation that is used by Youth-serving organizations to define long-term program goals and intended Youth outcomes, and then maps backward to illustrate and identify necessary preconditions to achieve change. A theory of change:

- 1. Illustrates how the activities are designed to explicitly bring about change, as well as other external factors that influence program effectiveness.
- 2. Explicitly shows how activities achieve meaningful and measurable results.
- 3. Draws on relevant research and theory, illustrating the validity of the program design and how the activities align with local needs, contexts, and circumstances.

"Uniform Terms and Conditions (UTCs)" is the terms and conditions applicable to any Grant Agreement resulting from this RFA that governs the Application and any resulting Grant Agreement.

"Youth Advisory Committee (YAC)" is an advisory body of young leaders currently participating in the Community Youth Development program.

"Youth Leadership Development (YLD)" is of the Youth development process and supports young people in developing:

- the ability to analyze their own strengths and weaknesses, set personal and vocational goals, and have the self-esteem, confidence, motivation, and abilities to carry them out (including the ability to establish support networks in order to fully participate in community life and effect positive social change); and
- 2. the ability to guide or direct others on a course of action, influence the opinions and behaviors of others, and serve as a role model. For CYD, the YLD program

component encompasses the following three elements 1) leadership knowledge, 2) leadership skill building and 3) leadership in action.

"Youth Program Quality Assessment" is an evidence-based tool to assess the quality of the Subawardee's activities and program offerings for responsiveness to the needs of Youth and identify opportunities for continuous quality improvement.