



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER

John J. Specia, Jr.

May 21, 2015

Stacie Talbert Anaya, Interim Director of Parks & Recreation
City of Corpus Christi
606 N. Carancahua, Suite 105
Corpus Christi, Texas 78401

RE: Fiscal Year 2015/2016 Contract Execution
Contract #: 24186672

Dear Ms. Talbert Anaya:

Enclosed is the fully executed Fiscal Year 2015 contract between the City of Corpus Christi and the Texas Department of Family and Protective Services (DFPS) to provide services for the Community Youth Development (CYD) program.

Thank you for your cooperation during the process of finalizing Fiscal Year 2015/2016 contract. I am looking forward to working with you this year! If you have any questions or concerns, please contact me by phone at 512-438-4309 or via email at carol.gordon@dfps.state.tx.us.

Sincerely,

Carol Gordon
Contract Manager
Division of Prevention and Early Intervention

Enclosure:
Form 2282, Boilerplate Contract
FY15 & FY16 Performance Measures
FY15 & FY16 Form 2030 & Budget Narrative
Plan of Operations

Cc: Peggie Laser

Purchased Client Services Contract
Contract # 24186672
Service Type: Community Youth Development (CYD) Program

1. GENERAL REQUIREMENTS	
1.1.	Parties and Governing Law. Pursuant to its authority under Texas Human Resources Code §40.058, the Texas Department of Family and Protective Services (DFPS or the Department), and <u>City of Corpus Christi</u> (Contractor) enter into this Contract (Contract or Agreement), which, together with its incorporated documents and attachments, constitutes the entire agreement under the above referenced contract number. This Contract will be governed by and construed in accordance with the laws of the State of Texas with venue in State District Court, Travis County, Texas. DFPS agrees to purchase the services noted in this Contract, and Contractor agrees to provide these services according to the terms and conditions set forth in this agreement. In this Contract, all references to DFPS will include the Texas Health and Human Services Commission (HHSC) and any other agency named in Chapter 531 of the Texas Government Code. When acting in such capacity, HHSC or such other agency is an authorized agent acting on behalf of DFPS.
1.2.	Effective Date of Contract. The effective date of this Contract is <u>March 1, 2015 to August 31, 2016.</u>
1.3.	Contract Amount. For the period of March 1, 2015 through August 31, 2015, DFPS will pay the Contractor up to \$207,233.47 from available funds for services rendered in accordance with the terms of this Contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. For the period of September 1, 2015 through August 31, 2016, DFPS will pay the Contractor up to \$396,765.44 from available funds for services rendered in accordance with the terms of this Contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department.
1.4.	Delivery of Notices. Any notice required or permitted under this Contract by one party to the other party must be in writing and correspond with the contact information noted in this section. At all times, Contractor will maintain and monitor at least one active electronic mail (e-mail) address for the receipt of Contract-related communications from DFPS. It is the Contractor's responsibility to monitor this e-mail address for Contract-related information. 1.4.1. Contractor's Contact Information. The mailing address of the Contractor for all notices is <u>606 N. Carancahua, Suite 105, Corpus Christi, TX 78401.</u> 1.4.2. State Agency's Contact Information. The mailing address of DFPS for all notices is <u>701 W. 51st Street, Austin, TX 78751.</u>
1.5.	Funds Availability. This Contract depends upon the availability and receipt of state or federal funds that the Department has allocated to this Contract. If funds for this Contract become unavailable during any budget period, DFPS may immediately terminate or reduce the amount of this Contract at the discretion of the Department. Contractor will have no right of action against DFPS if DFPS cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Agreement.
1.6.	Payment. Contractors must seek payment or adjustment to payments in accordance with the time limit specified in <u>45 CFR 95.1</u> (Code of Federal Regulations). This subpart establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for

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	<p>Needy Families (TANF). Any bill or amended bill, which 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 in a proper and timely fashion.</p>
1.7.	<p>Independent Contractor. Contractor will serve as an independent contractor in providing services under this Contract. Contractor's employees will not be construed as employees of DFPS or the State of Texas. Contractor has sole authority and responsibility to employ, discharge, and otherwise control its employees and contractors. Contractor is responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.</p>
1.8.	<p>Order of Precedence. To the extent of any conflict between the provisions of this Contract and other relevant documents, the conflict will be resolved, to the extent possible, by reference to the documents in the following order of priority:</p> <ul style="list-style-type: none"> 1.8.1. First, this Contract, including the scope of work and any attachments, and any amendments to any such items; 1.8.2. Second, the solicitation document, including all attachments and exhibits, and any modifications, addendum, or amendments issued in conjunction with the solicitation; and 1.8.3. Third, the application, response, or bid submitted by the Contractor, including all attachments and exhibits.
1.9.	<p>Taxes. DFPS is not responsible for any state, local, or federal taxes. The Contractor must comply with all federal, state, and local tax laws.</p>
1.10.	<p>Sovereign Immunity. No part of any of this Contract, nor DFPS's conduct related to this Contract, will constitute a waiver of any of the privileges, rights, defenses, remedies, or immunities available to DFPS, the State of Texas, and their officials and staff. DFPS does not waive any such privileges, rights, defenses, or immunities by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.</p>
1.11.	<p>Severability. Invalidity or unenforceability of one or more provisions of this Contract will not affect any other provision of this Contract. If a part of the Contract is determined invalid or unenforceable, a clause of as similar terms as may be legally possible may be added in order to make the prior intent of such provision legal, valid, and enforceable.</p>
1.12.	<p>Disclosures under the Public Information Act. All contracts and other information submitted to DFPS may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). If Contractor submits proprietary or otherwise confidential information to DFPS, then Contractor should clearly identify that particular information and the specific exception to disclosure in the Act. Making a blanket claim that an entire submission is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire proposal confidential. DFPS assumes no responsibility for asserting legal arguments for Contractor. Contractor should consult with legal counsel concerning disclosure issues and take precautions to safeguard trade secrets and other proprietary information. Any information generated as a result of this contract is also subject to the Act, and, as such, must be made available to DFPS in the manner and format specified by DFPS upon request.</p>
1.13.	<p>Force Majeure. Neither party will be liable for any delay in performance under this Contract related to an unavoidable cause not attributable to the fault or negligence of the respective</p>

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	party. Such delays will extend the period of performance at the discretion of DFPS. Contractor must inform the Department in writing of proof of force majeure within five (5) business days or otherwise waive this right as a defense.
1.14.	Prohibition on Non-compete Restrictions. Contractor will not require any employees or subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with other providers (including DFPS).
1.15.	Cultural Competence. Contractor will make reasonable efforts to provide services that meet the individual needs of the client. Contractor will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Contractor will take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Contractor will provide services in the client's primary language, whether provided directly by Contractor or through a translator.
1.16.	INDEMNIFICATION. CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, DFPS, AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS CONNECTED WITH ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY DFPS. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE DEPARTMENT FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF DFPS OR ITS EMPLOYEES.
1.17.	Insurance. Unless otherwise noted in this Contract, and to the extent that Contractor does not have or maintain insurance or does not have or maintain sufficient insurance, Contractor acknowledges and agrees that Contractor will be solely responsible for any losses or damages related to or caused by the Contractor's performing its duties and obligations under this Contract. DFPS will have no obligation to reimburse or otherwise pay Contractor for any costs incurred related to any such losses or damages.
1.18.	Notice of Funding. Contractor will place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this Contract. This notice will also appear in Contractor's annual financial report, if any is issued.
1.19.	Limitation on Use of DFPS Seal and Name. Contractor may not use the DFPS seal in any form or manner without the prior written approval of the Department. Contractor also may not use the name of DFPS to imply any endorsement, approval, or sponsorship of Contractor's goods or services by DFPS.
1.20.	Testimony in Proceedings. Contractor will require its employees to testify in judicial and administrative proceedings at the request of DFPS. To the extent possible, Contractor will also assist the Department in locating past employees, agents, volunteers, consultants, or subcontractors when DFPS requires past employees, agents, volunteers, consultants, or subcontractors to appear and testify in accordance with this subsection.

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1.21.	<p>Notifications. Contractor will notify the Department immediately of any significant change affecting Contractor or this Contract, including, but not limited to, change of Contractor'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. Contractor will also provide DFPS with any documentation or information related to a notification provided for under this section. Contractor will also notify DFPS of any lawsuit brought against Contractor related to the services provided for in this Contract. Unless otherwise noted in this Contract, Contractor will provide all notices in writing to the Department within ten (10) working days.</p>
1.22.	<p>Removal of Access. Contractor 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, or volunteer whose employment, subcontract, or volunteer term with Contractor has ended for any reason.</p>
1.23.	<p>Reporting Abuse, Neglect, or Exploitation. Contractor will promptly 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 twenty-four (24) hours of the discovery of abuse, neglect, or exploitation.</p>
1.24.	<p>Comptroller Status. Contractor has an affirmative duty to remain in compliance with applicable franchise tax requirements. If the Texas Comptroller of Public Accounts (CPA) designates the Contractor to be forfeited from doing business in the State of Texas, the contract will terminate effective on that date. Contractor agrees that should the Texas Comptroller of Public Accounts (CPA) ever place the Contractor on "vendor hold," then the Department will apply all payments under this Contract directly toward eliminating any of Contractor's debts or delinquencies to the State of Texas.</p>
1.25.	<p>Subcontracting. Contractor will be responsible to DFPS for any subcontractor's performance under this Contract. Subcontractors providing services under the Contract will meet the same requirements and level of experience as required of Contractor. No subcontract under the Contract will relieve Contractor of responsibility for ensuring the requested services are provided. If Contractor uses a subcontractor for any or all of the work required, the following conditions will apply:</p> <ul style="list-style-type: none"> 1.25.1. Contractors planning to subcontract all or a portion of the work to be performed will identify the proposed subcontractors. 1.25.2. Subcontracting will be solely at Contractor's expense. 1.25.3. DFPS retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors. 1.25.4. Contractor will be the sole contact for DFPS and Contractor will list a designated point of contact for all Department inquiries. 1.25.5. Subcontracts. Contractor will include a term in all proposed subcontracts that incorporates this Contract by reference and binds subcontractor to all the requirements, terms, and conditions of this Contract related to the service being provided by the subcontractor, as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Contractor's use of any subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Contractor. 1.25.6. Payment to Subcontractors. Pursuant to Chapter 2251 of the Texas Government Code, Contractor will make any payments owed to subcontractors within ten (10) calendar days of Contractor's receipt of funds from DFPS.

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<p>1.26.</p>	<p>Assignments. Contractor will refrain from transferring or assigning any portion of this Contract without prior written approval from DFPS. Contractor may collaterally assign its right to receive payments for the services provided by Contractor. Contractor must give written notice to DFPS at least ten (10) working days in advance of any assigned payment. Contractor will not assign or otherwise encumber any interest in or rights to payments of funds that Contractor must pass through to other individuals or entities per the requirements of this Contract.</p>
<p>1.27.</p>	<p>Federal and State Requirements. Contractor will comply with all applicable federal and state regulations as well as the Department's policies and procedures regarding services delivered under this Contract.</p> <p>1.27.1. Anti-Discrimination. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:</p> <p>1.27.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d <i>et seq.</i>);</p> <p>1.27.1.2. Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794): this Contract may be subject to HHS EIR Accessibility Requirements. If Contract must comply with HHS EIR Accessibility Requirements, Contractor must follow the terms and conditions at: http://architecture.hhsc.state.tx.us/myweb/Accessibility/docs/HHSUniformEIRAccessibilityClause.doc</p> <p>1.27.1.3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 <i>et seq.</i>);</p> <p>1.27.1.4. Age Discrimination Act of 1975 (42 U.S.C. §§6101–6107);</p> <p>1.27.1.5. Title IX of Education Amendments of 1972 (20 U.S.C. §§1681–1688);</p> <p>1.27.1.6. Food Stamp Act of 1977 (7 U.S.C. §2011 <i>et seq.</i>); and</p> <p>1.27.1.7. The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.</p> <p>1.27.2. Contractor agrees to comply with all amendments to the above-referenced 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 may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.</p> <p>1.27.3. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor 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. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language 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.</p> <p>1.27.4. Contractor agrees to comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. 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, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.</p>

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- 1.27.5. Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of Contractor's civil rights policies and procedures.
- 1.27.6. Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to the address below.
- HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885
- 1.27.7. If applicable, Contractor will comply with:
- 1.27.7.1. Health and Safety Code Section 85.113 (workplace and confidentiality guidelines regarding AIDS and HIV);
 - 1.27.7.2. The Immigration Reform and Control Act of 1986 and any subsequent immigration laws related to employment verification and retention of verification forms for any individuals performing any labor or services under this Contract; including The Immigration Act of 1990 and The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996;
 - 1.27.7.3. All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and DFPS;
 - 1.27.7.4. The Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*);
 - 1.27.7.5. All mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan related to the Energy Policy and Conservation Act (Pub.L.94-163);
 - 1.27.7.6. The Fair Labor Standards Act (FLSA) (29 U.S.C. § 201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor; and
 - 1.27.7.7. 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).
 - 1.27.7.8. HHS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Award 45 CFR 75.
 - 1.27.7.9. Office of Management and Budget (OMB) Circulars A-133, A-110, A-21, A-87, A-102, A-122 and/or the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 1.27.7.10. Uniform Grant Management Standards (UGMS) issued by the State of Texas.
- 1.27.8. **FFATA Reporting.** Contractor must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in 1.27.9 if Contractor is a Subrecipient. No direct payment will be made to Contractor for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in 1.27.9 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract. DFPS may provide written notice

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	<p>to Contractor of any such change in accordance with this Contract, but such notice will not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements.</p> <p>1.27.9. Subrecipient Reporting. If Contractor is a Subrecipient, Contractor will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.</p> <p>1.27.9.1. Sub-award Information. A Subrecipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of \$25,000 or more, (and any modifications to these contracts that change previously reported data):</p> <p>1.27.9.1.1. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.</p> <p>1.27.9.1.2. Name of the Contractor.</p> <p>1.27.9.1.3. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.</p> <p>1.27.9.1.4. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.</p> <p>1.27.9.2. Subrecipient Officers' Total Compensation (Top 5). According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the Contractor will report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year if—</p> <p>1.27.9.2.1. In the Contractor's preceding fiscal year, the Contractor received—</p> <p>1.27.9.2.1.1. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and</p> <p>1.27.9.2.1.2. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and</p> <p>1.27.9.2.1.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)</p>
<p>1.28.</p>	<p>Right to Audit. Contractor will cooperate fully in any review conducted by DFPS or its authorized representatives related to services provided under this Contract. DFPS has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Contractor, including all information related to any services provided under this Contract or billed to DFPS. Contractor will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by DFPS or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate actions deemed necessary by DFPS. Acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of</p>

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	<p>Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this Contract or any subcontract. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Failure to enforce any provision of the Contract does not constitute a waiver of that provision, or any other provision, of the Contract.</p>
<p>1.29.</p>	<p>Reporting. Contractor will submit all reports requested by the Department in appropriate format and within the time limits specified by DFPS. Contractor will make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives.</p>
<p>1.30.</p>	<p>Record Keeping.</p> <p>1.30.1. Unless otherwise noted in this Contract, Contractor will maintain legible copies of this Contract and all related documents for a minimum of five (5) years after the termination of the contract period or five (5) years after the completion of any litigation or dispute involving the Contract, whichever is later. Contractor will provide any records and information concerning a child to the Department upon request. Contractor must forward legible records and information to the Department within fourteen (14) calendar days. Contractor will provide any necessary records and information to DFPS upon verbal request in emergency situations. In emergency situations, Contractor must submit legible records and information within the Department's specified timeframe. THE CONTRACTOR MUST NOT DISPOSE OF RECORDS PERTAINING TO CHILDREN IN DFPS CONSERVATORSHIP BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.</p> <p>1.30.2. Contractor will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). Contractor has a duty to protect personal information and to notify all affected parties of any breach of personal information.</p>
<p>1.31.</p>	<p>Authority of Department Staff. DFPS staff are not authorized to sign non-DFPS forms unless those forms have received prior approval by the Department. DFPS is not bound by unauthorized staff actions in signing such forms.</p>
<p>1.32.</p>	<p>Single Audit. All contractors identified as subrecipients will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Contractor will submit an annual financial and compliance audit of Contractor's fiscal year in accordance with Single Audit Requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Texas Uniform Grant Management Standards. Contractor will re-procure with the objective of rotating the independent audit firm every six years. Contractor will submit verification of the re-procurement of the independent audit firm for Single Audits.</p>
<p>1.33.</p>	<p>DFPS Confidential Information. Contractor will not release confidential DFPS information to any party without the prior written approval of DFPS, including, but not limited to, records received or created by the Contractor that are identifiable to children or clients referred by the Department. Contractor will not use any information supplied by DFPS except for the</p>

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	<p>purposes that the Department intends the information to be used. If Contractor stores, collects, or maintains any data, Contractor will only use such data internally for implementing this Contract.</p> <p>1.33.1. Contractor will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state laws, rules, and regulations.</p> <p>1.33.2. This section does not limit the Department's right of access to client case records or other information relating to clients served under this Contract. The Department will have an absolute right to access to and copies of such information, upon request.</p> <p>1.33.3. If Contractor receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Contractor will provide DFPS with prompt notice of such request (no later than two (2) business days) so that the Department may determine whether to seek an appropriate protective order and/or consent to Contractor's disclosure of the requested records.</p> <p>1.33.4. The provisions of this section remain in full force and effect following termination of cessation of the services performed under this Contract.</p>
<p>1.34.</p>	<p>Intellectual Property. Except as otherwise provided in this Contract, all products produced by Contractor as a result of this Contract become the sole property of DFPS, including, without limitation, all plans, designs, software, and other contract deliverables.</p> <p>1.34.1. If Contractor develops any copyrightable material in the course of performing this Contract, then Contractor will grant the State of Texas, DFPS, any federal awarding agency, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.</p> <p>1.34.2. This section does not apply to any report, document, or other data, or any invention of Contractor which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Contract.</p>
<p>1.35.</p>	<p>DFPS Background Check Policy. Contractors will submit criminal abuse and neglect history information for background checks electronically through the DFPS Automated Background Check System (ABCS) according to the instructions in the user guide located at: http://www.dfps.state.tx.us/documents/PCS/ABCSUserGuideFY09.pdf.</p> <p>1.35.1. Disclosure and Release. Contractor will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor, or volunteer alleging the commission of:</p> <p>1.35.1.1. an act of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities;</p> <p>1.35.1.2. criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code against:</p> <p>1.35.1.2.1. the person;</p> <p>1.35.1.2.2. the family;</p> <p>1.35.1.2.3. public order or decency;</p> <p>1.35.1.2.4. public health, safety, or morals; or</p> <p>1.35.1.2.5. property;</p> <p>1.35.1.3. an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or</p> <p>1.35.1.4. any act or offense that can reasonably be associated with potential risk</p>

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	<p>of harm or loss to the Department and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.</p> <p>1.35.2. Method of Disclosure and Release. This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and will be accomplished through the use of:</p> <ul style="list-style-type: none"> 1.35.2.1. a criminal history background check; 1.35.2.2. a DFPS abuse and neglect history check; and 1.35.2.3. a signed disclosure and release by each person attesting to this information, which will be maintained by Contractor, available for review by the Department, and renewed at intervals not to exceed 24 months while the Contract is in effect. <p>1.35.3. Direct Contact with Clients. Contractor will prevent or promptly remove any employee, subcontractor, or volunteer from direct client contact and/or from access to client records who is alleged to have committed any act listed in this Contract. If it is determined with certainty that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and/or access to client records. However, the Contractor or subcontractor will notify the Department of its intent to do so no later than ten (10) business days and receive Department approval prior to the reassignment. Contractor or subcontractor must provide the Department with further information concerning the reasons for the reassignment upon the request of the Department. If the person in question is found to have committed any of the acts or offenses listed in this Contract, that person will not be reassigned to duties involving any direct contact with clients and/or access to client records.</p>
<p>1.36.</p>	<p>Changes to Contract. The parties to this Agreement may make modifications to the Contract according to the requirements of this section.</p> <ul style="list-style-type: none"> 1.36.1. Bilateral Amendment. Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties. 1.36.2. Unilateral Amendment. The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances: <ul style="list-style-type: none"> 1.36.2.1. to correct an obvious clerical error in this Contract; 1.36.2.2. to change the Contract number; 1.36.2.3. to incorporate new or revised federal or state laws, regulations, rules, or policies; 1.36.2.4. to comply with a court order or judgment; 1.36.2.5. to update service level descriptions or daily rates; 1.36.2.6. to change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State; 1.36.2.7. to change the designated DFPS mailing address for this Contract; 1.36.2.8. to change the designated Contractor mailing address for this Contract; or 1.36.2.9. to change the recorded license number of any license needed under this Contract in order to reflect the current number as issued by the licensing authority. 1.36.3. Contract Renewal. DFPS may renew this Contract at the Department's discretion on an annual basis by mutual agreement, subject to the conditions in

Purchased Client Services Contract

	<p>the terms of this Contract.</p>
<p>1.37.</p>	<p>Complaint Reporting. Unless otherwise noted in this Contract, DFPS will contact Contractor when a complaint is received, and advise the Contractor whether DFPS will conduct an investigation or will coordinate with the Contractor for an investigation and a response. When DFPS requires the Contractor to conduct any part of the complaint investigation, Contractor must respond in writing to DFPS with all information and according to DFPS requirements and specified time frames. If Contractor is unwilling or unable to provide any information within the time required, Contractor will provide a written explanation for any information that Contractor does not submit, any applicable date by which Contractor will provide the information, and the detailed reasons why Contractor is unwilling or unable to provide such information.</p>
<p>1.38.</p>	<p>Termination, Remedies, and Dispute Resolution. Failure to enforce any provision of this Contract does not constitute a waiver of that provision, or any other provision, of the Contract.</p> <p>1.38.1. Abandonment or Default. If Contractor defaults on the Contract, DFPS reserves the right to cancel this Contract without notice and either re-solicit or re-award the contract to the next best respondent or bidder. DFPS reserves the right not to consider the defaulting Contractor in the re-solicitation or in future solicitations for the same type of work, unless the specification or scope of work significantly changed. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this Contract.</p> <p>1.38.2. Immediate Suspension or Termination. The Department will immediately suspend or revoke this Contract if the Contractor is found liable for, or has a contract, license, certificate, or permit of any kind revoked for, Medicaid fraud. DFPS will also immediately suspend or revoke this Contract if a necessary license, certificate, or permit named in this Contract expires or is revoked by any applicable licensing authority for any reason.</p> <p>1.38.3. Remedies. The Department, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions, including, but not limited to:</p> <ul style="list-style-type: none"> 1.38.3.1. requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term; 1.38.3.2. withholding or recouping payments made to the Contractor or imposing other sanctions based on audit finding of violations of contract requirements; 1.38.3.3. suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services; 1.38.3.4. removing any employee of the Contractor or any subcontractor from the provision of services under this contract; and 1.38.3.5. suspending, placing into abeyance, or removal of any contractual rights including, but not limited to, withholding of payment, cessation of placement, and removal of all contract rights. <p>1.38.4. Termination. Either party may terminate this Contract at any time with the consent of the other party. In addition, either party may terminate this Contract by providing thirty (30) days written notice to the other party of the Contract's final date. Nothing in this section will be construed to prohibit the Department's right to immediately terminate this Contract.</p> <p>1.38.5. Transition after Termination. At the end of the contract term or other contract termination or cancellation, Contractor will in good faith and in reasonable cooperation with the Department, 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</p>

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	<p>expiration of this Contract, DFPS will work with Contractor to transfer all services as efficiently as possible with the goal to have all necessary services transferred by the effective date of the expiration or termination of the Contract. However, in the event that a transfer of all necessary services is not possible, Contractor will continue to provide necessary services in accordance with all terms and conditions of this Contract until all necessary client services are completely transferred.</p> <p>1.38.6. General Release. The acceptance by Contractor or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction, or any other administrative means, will constitute and operate as a general release to the State from all claims of and liability to the Contractor arising out of the performance of this Contract.</p> <p>1.38.7. Contract Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code will be used by the Department and Contractor to attempt to resolve any claim for breach of contract made by Contractor.</p>
<p>1.39.</p>	<p>Certifications. The certifications enumerated below represent material facts upon which DFPS relies when accepting a bid for this solicitation. If the Department later determines that Potential Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Contractor further agrees that it will provide immediate written notice to DFPS if at any time Contractor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. <u>If the Contractor cannot certify the accuracy of all the statements contained in this section, Contractor must provide written notice to DFPS detailing which of the below statements it cannot certify and why.</u> Contractor acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify DFPS of any changes in circumstances affecting these certifications:</p> <p>1.39.1. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Contractor certifies, to the best of its knowledge and belief, that:</p> <p>1.39.1.1. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.</p> <p>1.39.1.2. 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, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.</p> <p>1.39.1.3. The Contractor will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.</p>

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1.39.1.4. Payments of appropriated or other funds to Contractor under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

1.39.2. Suspension, Ineligibility, and Voluntary Exclusion. Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires DFPS to screen each covered Contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Contractor certifies the following:

1.39.2.1. That Contractor and Contractor's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

1.39.2.2. That Contractor will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

1.39.2.3. That Contractor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

1.39.3. Child Support. Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

1.39.4. Drug-Free Workplace Certification. Contractor certifies that it will or will continue to provide a drug-free workplace by:

1.39.4.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

1.39.4.2. Establishing an ongoing drug-free awareness program to inform employees about—

1.39.4.2.1. The dangers of drug abuse in the workplace;

1.39.4.2.2. The grantee's policy of maintaining a drug-free workplace;

1.39.4.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and

1.39.4.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

1.39.4.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement;

1.39.4.4. Notifying the employee in the statement that, as a condition of employment under the grant, the employee will—

1.39.4.4.1. Abide by the terms of the statement; and

1.39.4.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Purchased Client Services Contract

- 1.39.4.5. Notifying the agency in writing, within ten calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
- 1.39.4.6. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—
 - 1.39.4.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.39.4.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - 1.39.4.6.3. Making a good faith effort to continue to maintain a drug-free workplace.
- 1.39.5. **Anti-Trust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Contractor certifies that neither the Contractor nor the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 1.39.6. **Deceptive Trade Practices.** Contractor certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last 5 years. Contractor certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last 5 years. Contractor represents and warrants that within the last five years it has not been found guilty or liable of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.
- 1.39.7. **Prohibited Responses and Contracts.** Pursuant to Texas Government Code §2155.004–006, Contractor certifies that the individual or business entity named in this form is eligible to receive the specified contract and acknowledges that any contract concerning this certification may be terminated and payment withheld if this certification is inaccurate.
- 1.39.8. **Financial Interests and Gifts.** Contractor certifies that neither Contractor nor any person or entity that will participate financially in a contract has received compensation from DFPS for participation in preparation of specifications for a contract. Contractor certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with a contract.
- 1.39.9. **U.S. Department of Homeland Security's E-Verify System.** Contractor certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this Contract within the United States of America. Upon request, Contractor must provide an electronic or hardcopy screenshot of the

Purchased Client Services Contract

	<p>confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the Contract. If this certification is falsely made, DFPS reserves the right to take any remedial actions deemed reasonable and necessary by the Department to ensure compliance with the terms and conditions of this Contract, up to and including termination of the Contract at no fault to the state.</p>
<p>1.40.</p>	<p>Incorporation by Reference. The following documents are incorporated into the Contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s).</p> <ul style="list-style-type: none"> 1.40.1. DFPS Procurement #530-15-0004 1.40.2. Form 2031, Signature Authority Designation 1.40.3. Form 4732, Request for Determination of Ability to Contract 1.40.4. Form 2030, Budget for Purchase of Service with Narrative, if applicable 1.40.5. Form 1513, Disclosure of Ownership and Control Interest Statement, if applicable 1.40.6. HUB Subcontracting Plan, if applicable 1.40.7. Form 9007[for applicable payment type], Internal Control Structure Questionnaire (ICSQ), if applicable 1.40.8.1 Contractor's proposal submitted in response to DFPS Procurement # 530-15-0004; 1.40.8.2 Contractor's response to negotiation discussion points; 1.40.8.3 Project Work Plan; 1.40.8.4 FY15 Plan of Operation; including addendum; 1.40.8.5 FY16 Plan of Operation; including addendum.
<p>1.41.</p>	<p>Vendor Performance. Pursuant to Texas Government Code, Section 2155.144, -.1442 and 34 TAC Section 20.108, state agencies are required to report vendor performance on any purchase of \$25,000 or more from contracts administered by the CPA or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from CPA's procurement rules and procedures. DFPS reports vendor performance by means of the Vendor Performance Tracking System (VPTS), which can be accessed online at:</p> <p>http://www.window.state.tx.us/procurement/prog/vendor_performance/</p> <p>DFPS may use the VPTS to determine best value when awarding contracts in instances where past performance is included as a factor in the evaluation of a vendor for award.</p>
<p>1.42.</p>	<p>Information Security Requirements. Contractor must comply with the following:</p> <ul style="list-style-type: none"> 1.42.1 The DFPS IT Security Policy located at: http://www.dfps.state.tx.us/documents/PCS/Contractor Information Security.pdf 1.42.2 Health and Human Services Enterprise Information Security Standards and Guidelines 1.42.3 Title 1, Texas Administrative Code, Sections 202.1 and 202.3-.28 1.42.4 Texas Human Resources Code, Section 40.005 1.42.5 Texas Business and Commerce Code, Subchapter B, Sections 521.051-.053 1.42.6 Texas Family Code, Section 162.018

Purchased Client Services Contract

	<p>1.42.7 Texas Family Code, Subchapter C, Sections 261.201-.203</p> <p>1.42.8 Texas Family Code, Section 264.408</p> <p>1.42.9 Texas Family Code, Section 264.511</p> <p>1.42.10 Texas Health and Safety Code, Section 85.115 and 40 TAC Section 1404</p> <p>1.42.11 Title 40, Texas Administrative Code, Subchapter B, Sections 700.201-.209</p> <p>1.42.12 Texas Health and Safety Code, Chapter 181 and 1 TAC Sections 391.1-.2</p> <p>1.42.13 The Federal Information Security Management Act of 2002 (FISMA);</p> <p>1.42.14 Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;</p> <p>1.42.15 NIST Special Publication 800-53 Revision 3 – Recommended Security Controls for Federal Information Systems and Organizations; and</p> <p>1.42.16 NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems.</p> <p>1.42.17 In addition to the requirements expressly stated in this Section, Contractor must comply with any other State or Federal law, regulation, or administrative rule relating to the specific DFPS program area that Contractor supports.</p> <p>1.42.18 Upon reasonable notice, Contractor must provide, and cause its subcontractors and agents to provide, DFPS or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:</p> <ul style="list-style-type: none"> 1.42.18.1 Contractor information security policies; 1.42.18.2 Contractor information security procedures; 1.42.18.3 Contractor information security standards; 1.42.18.4 Contractor information security guidelines; 1.42.18.5 Contractor security plan in compliance with NIST Special Publication 800-53 Revision 3; 1.42.18.6 Contractor security violation reports; 1.42.18.7 Contractor employee security acknowledgement agreements; and 1.42.18.8 Lists of Contractor’s employees, subcontractors, and agents with authorized access to DFPS confidential information. <p>1.42.19 Items 1.42.17.1 through 1.42.17.7 above are subject to DFPS’ review and approval. Neither DFPS’ review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Contractor’s obligations under this Agreement.</p> <p>1.42.20 Contractor will provide, and will cause its subcontractors and agents to provide, to DFPS, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:</p> <ul style="list-style-type: none"> 1.42.20.1 Statement on Auditing Standards No.70, Service Organizations (SAS-70) Report; 1.42.20.2 General Security Controls Audit; 1.42.20.3 Application Controls Audit; 1.42.20.4 Vulnerability Assessment; and 1.42.20.5 Network/Systems Penetration Test.
<p>1.43.</p>	<p>Survivability. All obligations and duties of the Contractor not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the</p>

Purchased Client Services Contract

	Contract.
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2. PROGRAM SPECIFIC TERMS AND CONDITIONS

2.1.	<p>The Performance Measures as stated in the attached Attachment A - Performance Measures for FY15 and FY16 are the required performance deliverables for this contract for the Community Youth Development Program.</p> <p>Attachment II - Cost Reimbursement Supplement for 2282 provides additional terms and conditions related to contract.</p> <p>Attachment III - Prevention and Early Intervention Supplement provides additional program-specific terms and conditions.</p>
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3. SIGNATURE

3.1.	<p>This Contract constitutes the entire legal and binding agreement between the parties, who have duly authorized, executed, and delivered this Contract in accordance with its terms. The undersigned representatives have the authority to execute and agree to this Contract on behalf of their respective represented party.</p>	
3.2.	<p>Texas Department of Family and Protective Services</p> <p> _____ Signature Printed Name: Jennifer Sims Title: Deputy Commissioner</p> <p><u>5-20-15</u> _____ Date</p>	<p>Contractor City of Corpus Christi</p> <p> _____ Signature Printed Name: Stacie Talbert Anaya Title: Interim Director of Parks and Recreation</p> <p><u>4/22/15</u> _____ Date</p>

CITY OF CORPUS CHRISTI – RFP CLARIFICATION

PROGRAM

- 1. Respondent provided a general statement that "The CYD Program Manager will be responsible for ensuring procedures for screening, matching and providing assignments to volunteers." No specific details as to how this is accomplished.**

The CYD program or subcontractor will provide a job description for volunteer assignments. The CYD Program Manager or subcontractor designee will conduct an interview with potential volunteer to match with an appropriate volunteer assignment. The CYD Program Manager is to ensure the subcontractor follows the procedures for a volunteer placement, to include a background check as per contract compliance.

- 2. No specific information on how community outreach was to be accomplished.**

Community outreach will be accomplished by CYD having a presence and participating at community events and school functions throughout the 78415 area. At these events, we will be distributing informational materials and promotional items to increase the public's awareness the CYD message and to recruit youth for the CYD programs.

Recruiting for the CYD program occurs throughout the year including extra efforts for summer programs. This includes visiting school events that are held in the fall at the 78415 schools and end of year events. This allows the CYD Program Manager the opportunity to visit with each school, meet teachers and parents at the schools and engage the youth through activities while learning about CYD programs. It is also an opportunity to showcase programs, perform surveys, increase recruitment and also promote awareness of the CCC. These events will involve the CYD Collaborative Committee, providers and YAC.

- 3. No clear indication of how exactly complaints are handled from beginning to end.**

Agency complaints may be collected or filed with the Parks and Recreation Department Administration or directly with the CYD Program Manager. In addition, complaints can be collected through the city's website as well as through City Council, community meetings, and through one-on-one interactions with the public. When a complaint is collected or filed, the complaint is documented and then investigated to determine a response or resolution.

If the complaint is regarding CYD staff, disciplinary action, if any, is based according to City Policy. If the complaint is regarding subcontractors affiliated with CYD, the CYD

Program Manager will document any complaints then investigate to determine a response or resolution with the subcontractor.

4. Organizational chart not exactly clear on CYD.

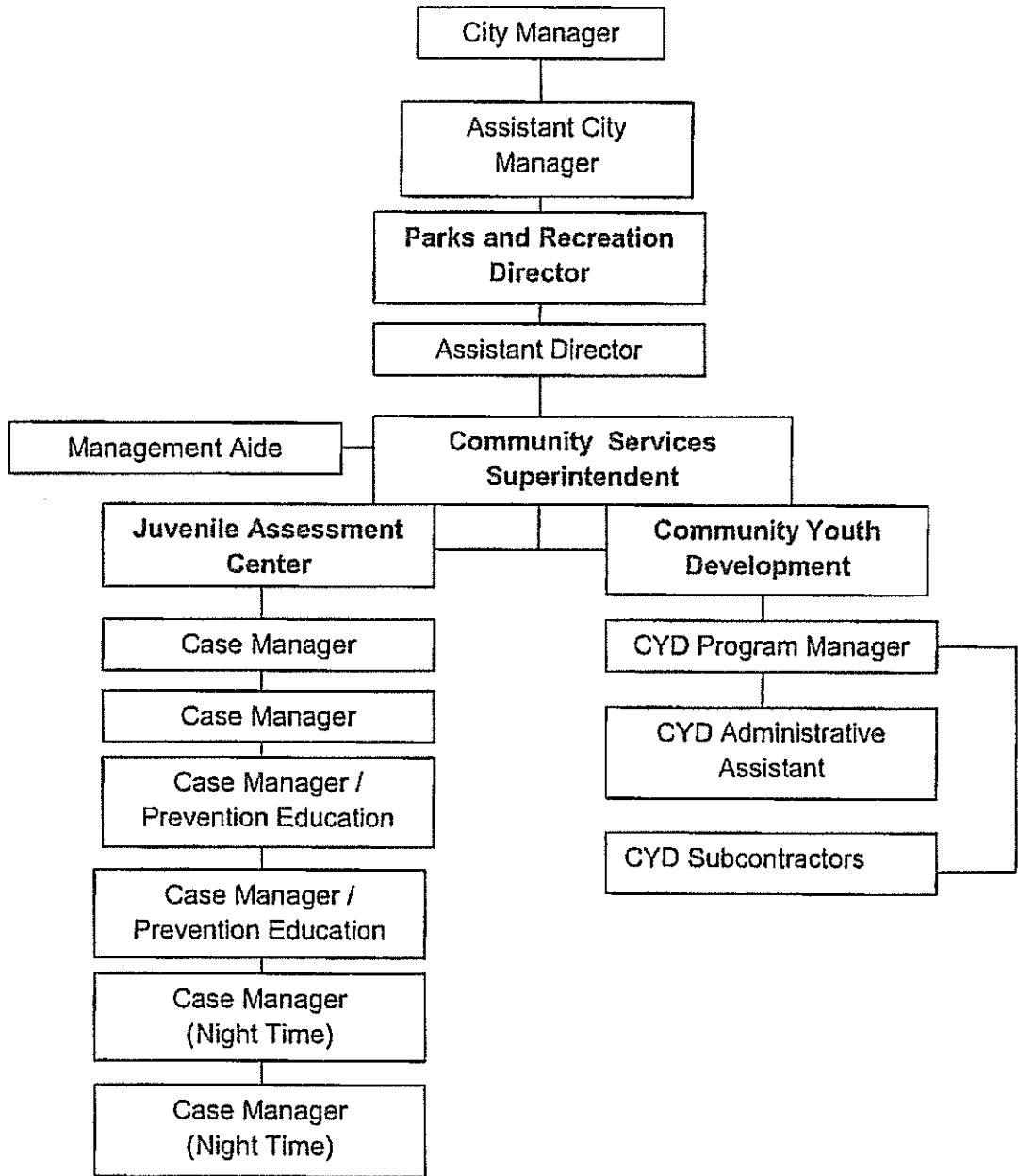
See attached Organizational Charts: City Department Organizational Chart and Parks and Recreation Department. The CYD program is housed within the Community Services Division of the Parks and Recreation Department.

5. Past monitoring reports indicate patterns of corrective actions required for findings.

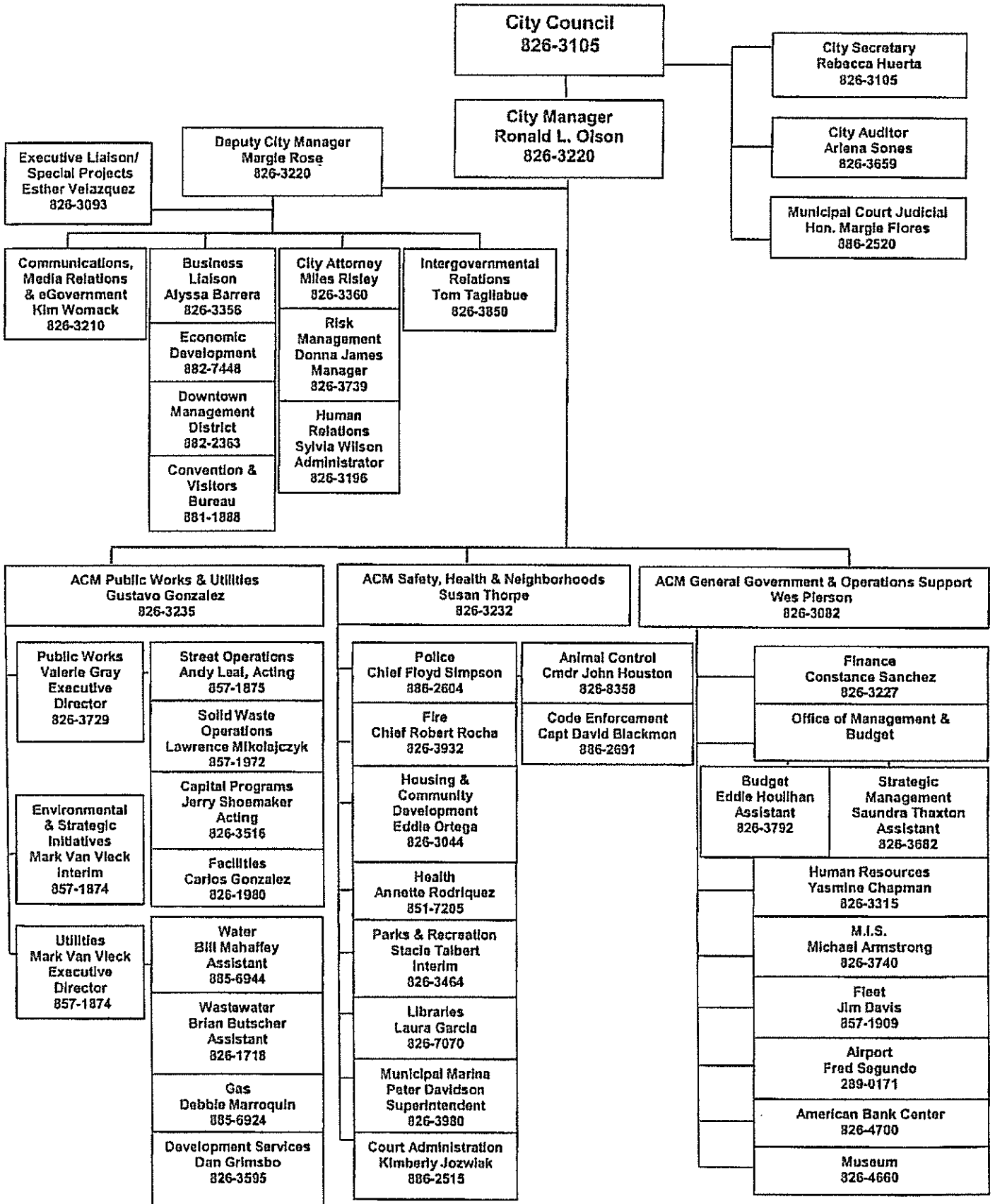
The corrective action plans submitted to the state office in prior monitoring findings for June 2014 and April 2011 have been implemented.

City of Corpus Christ Parks and Recreation

Community Services Division



City of Corpus Christi Organizational Chart



Budget for Purchase of Service Contracts

Summary

Contractor City of Corpus Christi
Contract No. 24186672
Contract Period March 1, 2015 - August 31, 2015

[click here for instructions](#)

Cost Category	A Grand Total	B Reimbursable	C Other (Match)
(1A) Personnel - Salaries	37874.34	37874.34	0
(1B) Personnel - Fringe Benefits	10605.51	10605.51	0
Subtotal	48479.85	48479.85	0
(2) Travel	1022.32	1022.32	0
(3) Materials, Supplies, and Controlled Assets	1841.5	1841.5	0
(4) Equipment (Rent/Lease/Purchase)	0	0	0
Subtotal	2863.82	2863.82	0
(5) Other Costs (list below)	155889.8	155889.8	0
Subtotal	155889.8	155889.8	0
Foster or Day Care Total (per DFPS unit rate below)			
Total Direct Costs			
Total Indirect Costs (if applicable) _____%			
Grand Total	207233.47	207233.47	0

Unit Rate Contracts	Amounts
(a) Projected service units (days, etc.) x	
(b) Cost per unit of service (i.e., unit rates) x	
(c) Projected clients to be served	688
Foster or Day Care Total	688

Certified by:	<u>Stacie Talbert Anaya</u>
Name:	<u>Stacie Talbert Anaya</u>
Title:	<u>Interim Director of Parks and Recreation</u>
Date:	<u>4/22/15</u>

Budget for Purchase of Service Contracts

(2) Travel

Contractor City of Corpus Christi
Contract No. 24186672
Contract Period March 1, 2015 - August 31, 2015

Type of Travel Expense (mileage/food/lodging etc.)	A Total	B Reimbursable	C Other (Match)
Local Mileage (30 miles x .56 x 6 months)	\$100.80	\$100.80	
CYD Provider Meeting / TNOYS Prevention & Early Intervention Conf			
Hotel (\$120 x 3 nts)	\$360.00	\$360.00	
Hotel Taxes (\$10.80 x 3 nts)	\$32.40	\$32.40	
Per Diem (2 x 4 x \$36)	\$288.00	\$288.00	
Mileage for Conference (432 miles x .56)	\$241.92	\$241.92	
Total Travel	\$1,023.12	\$1,023.12	

*For monitoring purposes, receipts and other detailed records must be kept on file.
 **Costs not allowable if already being paid by other sources.

Budget for Purchase of Service Contracts

(4) Equipment

Contractor City of Corpus Christi

Contract No. 24186672

Contract Period March 1, 2015 - August 31, 2015

Equipment (description and basis of cost)	Method Used (rent/lease/buy)	A Total	B Reimbursable	C Other (Match)
none				
Total Equipment		0	0	0

*For monitoring purposes, receipts and other detailed records must be kept on file.
 **All equipment must be tagged and numbered.
 **Costs not allowable if already being paid by other sources.

Budget for Purchase of Service Contracts

(5) Other Costs

Contractor City of Corpus Christi
Contract No. 24186672
Contract Period March 1, 2015 - August 31, 2015

Other Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
Postage/Delivery	100.80	100.80	
Copying/Printing Costs	123	123	
Recruitment Costs	425	425	
Leadership Recognition Event	750	750	
Community Needs Assessment	410	410	
Registration Fees (TNOYS)	300	300	
Lease/Rental Expenses	1,920	1,920	
Cultural Competency Training	100	100	
SUBCONTRACTOS			
Youth Odyssey	19,421	19,421	
SERCO of Texas	58,663	58,663	
Boys & Girls Club	28,971	28,971	
Communities in Schools	44,706	44,706	
Total Other Costs	155889.8	155889.8	0

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other sources.

78415 Community Youth Development Program

FY 15 BUDGET NARRATIVE

RFP No.530-15-0004

The City of Corpus Christi (City) will serve as the fiscal agent for the Community Youth Development (CYD) Program. The City will provide fiscal services necessary to ensure State funds are properly utilized to deliver the services reflected in this proposal. The City will also ensure subcontracts for the delivery of services is executed by all service delivery agencies. During the program period, the City will monitor each subcontractor to ensure services are being delivered in accordance with State guidelines and as specified in the subcontract for services.

Personnel – Salaries \$37,874.84

Positions are salary-based with the exception of the Administrative Assistant which is paid on an hourly-base. The Program Manager and the Administrative Assistant are charged for 100% of their time, the Accountant is charged for time spent working on the CYD program. Timesheets are prepared each month by the persons in the three positions and their hours worked on CYD business is verified by the Program Manager. The Fiscal Agent is reimbursed by DFPS for only those hours worked on CYD.

FA Non-Service Operational Salaries: \$37,874.84

CYD Program Manager – Salary \$21,061.86

A full-time (40 hours a week) CYD position responsible for preparing correspondence, plans, contracts, agreements, budgets, and monitoring reports all related to CYD. Monitors subcontractor and fiscal agent budgets and expenditures and ensures contract compliance. Conducts annual subcontractor formal monitoring and quarterly site visits. Collects and analyzes data to monitor contract compliance. Works with subcontractors on resolving problems and answering questions. Oversees the management of database on CYD participants. Reviews monthly subcontractor billings and reports for payment processing. Performs Community Outreach by creating collaborative relationships. Maintains inventory of all capital purchases by subcontractors and maintains an inventory list. In addition, this position also assists in CYD data entry as needed. 40 hours per week spent on CYD.

\$3,510.31 mo. x 100% x 6 mos. = \$21,061.86

Accountant – Salary \$4,573.50

Full-time (40 hours a week) position responsible for processing payment requests to vendors and subcontractors. Records and reports expenditures and processes time reimbursement for Fiscal Agent. 9-10 hours per week spent on CYD. \$3,049 mo. x 25% x 6 mos. = \$ 4,573.50

Administrative Assistant – Salary \$12,238.98

A full-time (40 hours a week) CYD position reimbursed 100%, responsible for all data entry into

the PEIS data system and assisting the CYD Program Manager. Also responsible for maintaining files, assisting with community events and some correspondence with providers (40 hours per week spent on CYD)..

$$\underline{\$2,039.83 \times 100\% \times 6 \text{ mos} = \$ 12,238.98}$$

Personnel – Fringe Benefits \$10,605.51

FA Non-Service Operational Fringe Benefits: \$10,605.51

TMRS (retirement) Percentage on the (2) full-time salaries (CYD Program Manager \$21,061.86 and CYD Administrative Assistant \$12,238.98 = \$33,300.84
For 6 months (March-Aug) - $15\% \times \$33,300.84 = \$4,995.12$ or approx \$832.52 per month.

FICA Percentage of tax on the (2) full-time salaries (CYD Program Manager (\$21,061.86 and CYD Administrative Assistant (\$12,238.98) – $7.65\% \times \$33,300.84 = \$2,547.51$ or approx \$424.58 per month.

Worker's Compensation (Program Manager and Administrative Assistant) $\$40 \times 2 \text{ personnel} \times 12 \text{ pay periods} = \960.00

Health Insurance (Program Manager only; the Administrative Assistant does not participate in the City's Health Insurance Program) $\$350.48 \times 6 \text{ mos.} = \$2,102.88$

Fringe Benefits will be charged at 100% to the State for the two full-time positions. Fringe Benefits for the Accountant are being paid by the City of Corpus Christi and not being charged to the State.

Personnel – Travel \$1,022.32

FA Non-Service Operational Travel: \$1,022.32

Local mileage – Local travel by CYD Program Manager and/or Administrative Assistant at a rate of \$0.56/mile, estimated miles for year to travel to subcontractor sites to coordinate and monitor programs. Basis is derived from historical usage from previous years. In the event there is a mileage rate increase, we will reimburse at a level no higher than the standard federal level.
Approximately 30 miles / month x .56 cents per mile x 6 months = \$100.80

Out-of-town travel: Funds are allocated to cover expenses for the Texas Network of Youth Services Annual Prevention and Early Intervention Conference held in San Antonio, Texas. We will request for reimbursement at this rate, but in the event of an increase, we will request at a level no higher than the standard DFPS rate.

Trip 1 – CYD Provider Meeting/TNOYS Conf Total Trip - \$922.32

Hotel rooms for (CYD Program Manager and Administrative Assistant)

2 staff members x 3 nights x \$120.00 night = **\$360.00**

\$104. X Hotel Tax (\$10.80 x 3 nts = **\$32.40**

Per Diem: 2 staff x 4 days x \$36/day = **\$288.00**

Transportation (car): 1 vehicle x 432/miles Austin X .56 = **\$241.92**

Materials and Supplies \$1841.50

FA Non-Service Operational Material and Supplies: \$1841.50

Routine office supplies – \$724.50

Office supplies to be utilized by the CYD Program Manager and Administrative Assistant in overseeing all projects under the Community Youth Development Program. Office supplies including but not limited to paper, pens, pencils, note pads, folders, printer cartridges, binders, computer hardware and software, craft supplies, camera, items for CYD meetings, subcontractor trainings, pre-bid conferences, publications, and correspondence. Approximately \$120.75 per mo. x 6 mos. = \$724.50 This figure is based on historical usage from previous years.

Community Awareness Supplies – \$1,027.00

Community Awareness for the CYD program will be done throughout the 78415 area including attendance at community events and school functions. At these events, we will be distributing small items to spread the CYD message and to recruit youth for the CYD programs. Items to be purchased will include the CYD logo and phone number and will include such items not limited to pens, pencils, lanyards and notebooks to be distributed to participants at events. This also includes supplies to conduct community meetings and attend school events at the three high schools, three middle schools and seven elementary schools. These items include but are not limited to decorations, banners, activity supplies etc. for community events. This figure is based on historical usage from previous years.

Community Awareness Items (High School) – 500 items @ \$1.08 ea = \$540.00

Community Awareness Items (Elementary) – 750 items @ .65 ea = \$487.00

Food/snacks (for Youth) – \$90.00

Costs associated with the purchase of food, drinks and/or snacks for youth that attend the CYD Collaborative Committee meetings. Youth attendance to each monthly meeting averages about 7-10 youth. We invite a number of YAC students to attend the meetings and get a feel for the Collaborative Committee and to voice their opinion on programs. In addition, the CYD Program Manager with assistance from YAC youth, will visit each of the 78415 schools to raise awareness of the program by participating in the school's festivals.. All food costs will be in accordance with DFPS guidelines. Basis is from historical data.

Food for CYD Youth at CCC Meetings & Summit meetings 2 meetings at \$45 each (approx. 15 kids each) -	\$ 90.00
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Rental, Lease or Purchase of Equipment - \$0.00

FA Non-Service Rental, Lease or Purchase of Equipment: \$0.00

None

Other Costs \$155,889.80

FA Non-Service Operational Other Costs: \$4,128.80

Postage, delivery charges – \$100.80

Costs associated with mailings and deliveries of CYD documents. Fiscal agent is charged per piece, not cost allocation. The estimate of \$0.48 per piece is an average cost which includes processing the outgoing mail plus postage. 35 pieces x 6 x \$0.48/piece = \$100.80.

Copying/printing charges – \$123.00

Cost for copying documents for CYD meetings, copies to subcontractors and DFPS. Based on prior year's volumes. Fiscal agent is charged per copy at .07 each, not by cost allocation. The estimate of \$0.07 per copy includes the City of Corpus Christi lease agreement and the maintenance contract. Copies made - 150 copies/mo. x \$0.07 x 6 mos. = \$63. Specialty outside print jobs (i.e. display boards, banners, postcards and/or posters for distribution) estimated at \$20 x 3 months = \$60.

Recruitment Costs – \$425.00

Costs associated with recruiting for the CYD program throughout the year including extra pushes for summer programs. This includes visiting school events that are held in the fall at the 78415 schools and end of year events. This will give the CYD Program Manager the opportunity to visit

with each school, meet teachers and parents at the schools and engage the youth through activities while learning about CYD programs. This will also give us the opportunity to showcase programs, perform surveys, increase recruitment and also promote awareness of the CCC. These events will involve the CYD Collaborative Committee, providers and YAC. In order to increase awareness at the events, for larger events we will create more of a presence with larger booths and activities for YAC youth to interact with while discussing the program. Costs associated with these events include but are not limited to t-shirts for working youth, staff and volunteers, booth costs, decorations, and supplies.

Booth Costs (1 x \$125, 3 x \$50)	\$ 275.00
Booth supplies (6 x \$25)	<u>\$ 150.00</u>
Total Cost	\$ 425.00

Leadership Recognition Event - \$750.00

We will collaborate with providers to provide a Leadership Recognition event for CYD Youth. This event will invite CYD youth to receive recognition for the jobs/community service that they provided throughout the year while being recognized within their community. Costs will include but not limited to a Speaker, projector and sound system including microphone rental, award certificates and recognition token, and decorations. Cost is based on historical data.

Recognition Event Site Rental	\$ 150.00
Presentation Services (system rental & décor)	\$ 175.00
Certificates	\$ 75.00
Food (50+ youth in attendance for the Recognition Event)	<u>\$ 350.00</u>
Total cost for Leadership Recognition Event	\$ 750.00

Community Needs Assessment – \$410.00

The Community Needs Assessment will require special meetings with the YAC and CCC. A youth survey will be distributed to YAC peers in the 78415 zip code. Incentive to complete the form for the youth will include a small item either a CYD wristband, CYD ID tag or similar item in cost. In the past, these items have helped to bring in more surveys and have offered more incentive to the YAC students to approach their friends and peers. Also, in order to bring about competition amongst the youth, the CYD youth who represent the school with the most surveys returned receive a prize, such as an educational field trip. In addition, the CYD Program Manager will enlist assistance from the Dr. Philip W. Rhoades at Texas A&M University-Corpus Christi for compilation of data. Basis on cost derives from historical data from previous years and does not have a formula readily available.

Survey Incentives 300 x \$.60 -	\$ 180.00
Recognition event for school -	\$ 115.00
Data compilation	<u>\$ 115.00</u>
	\$ 410.00

Registration Fee – \$300.00

Registration Fee for 2 staff for TNOYS conference = \$300

Cultural Competency Training - \$100.00

As a grant contract, everyone must be trained in Cultural Competency. We will enlist the

assistance of a speaker in order to fulfill this portion of the contract.
Speaker (1.5 hours of cultural competency training) = \$100.00

Lease / Rental Expenses - \$1,920

The CYD Program Manager's Office is now located at a City of Corpus Christi's, "Parks and Recreation" rental office area located at 606 Carancahua, Ste 105 Corpus Christi, Texas. The space that utilized for CYD business is 320 square footage (CYD Program Manager – 120 sq ft, CYD Administrative Assistant – 110 sq. ft, CYD Storage – 90 sq ft). The monthly lease amount paid to Wilson Plaza Associates L.P. is \$4,802. The monthly rental fee paid to the City of Corpus Christi for housing the CYD office at 606 N. Carancahua, Ste 105 is \$320. This amount includes utilities and electricity.

Lease / Rental Expense Breakdown:

CYD Office Square Footage: 320
Total Square Footage for the building: 4,802
Monthly Rental for the building: \$4,802.00

$4,802' / \$4,802 = \1.00 per square foot
 $320' \times \$1.00 = \320 per month $\times 6$ months = \$1,920.00

Total Subcontractor Services/Other Costs: \$151,761.00

Youth Odyssey	\$ 19,421.00
SERCO of Texas	\$ 58,663.00
Boys & Girls Club of CC	\$ 28,971.00
Communities In Schools	<u>\$ 44,706.00</u>
Total Subcontract Service Dollars:	\$ 151,761.00

TOTAL AMOUNT OF CYD CONTRACT: \$207,233.47

2 – PERFORMANCE BASE CONTRACTS

A. Monitoring

- Provide a preliminary schedule for formal on-site monitoring of subcontracts during the March 1, 2015 – August 31, 2015 contract period and attach copies of monitoring tools (IF NOT INCLUDED IN INITIAL PROPOSAL) utilized to review subcontracted service providers including fiscal, programmatic and administrative information and label as Attachment I-Monitoring Tools.

NOTE: All subcontracted service providers should be monitored at least once within the first six months of their contract with the CYD fiscal agent in all three areas.

Preliminary Monitoring Schedule:

Schedule for FY15					
Month	Subcontract	Type of Monitoring*	Month	Subcontract	Type of Monitoring*
September			March		
October			April		
November			May	Boys & Girls Club	Programmatic/Administrative
December			June	Communities in Schools	Programmatic/Administrative
January			July	SERCO	Programmatic/Administrative
February			August	Youth Odyssey	Programmatic/Administrative

* Type of Monitoring: Fiscal, Programmatic and/or Administrative

B. Community Collaborative Committee (CCC)

- Complete the attached roster of Community Collaborative Committee Members found on Attachment II-CCC Roster & Review Committee. Indicate on the roster which members also serve on the Review Committee.

3 – MENTORING PROGRAM(S)

NOTE: A separate Mentoring section must be completed for each service provider (both Fiscal Agent and subcontractors) providing the mentoring service type.

Program Outputs	
Output #1: Number of unduplicated youth served:	Monthly (average)*: 20
Output #2: Number of unduplicated youth served:	Annually**: 140

- Is this Mentoring Program a stand-alone program or component of a larger program?

- Stand-alone
 Component of a larger program (Name of the larger program SERCO)

- Check the protective factors this program will identify for change:

- Involvement with positive peer group activities and norms
 Social competencies such as decision making skills, assertiveness and interpersonal skills
 Caring adults other than parent
 Strong bond between children and parents
 Emotional support and absence of severe criticism
 High parental expectations
 Clear rules and expectations
 Involvement with school/community
 Friendship network
 Positive perception of self and others
 Places high values on helping others
 Sense of purpose

Program Description

3. Describe the mentoring services to be provided in detail, and the mentoring guidelines, if applicable. (Who, What, When, Where, and How). Provide page(s) of where this information is provided in your proposal.

A group mentor program will be implemented at the elementary school campus to provide students with positive support, counsel, and friendship. Students will alternate meeting during breakfast or lunch once a month to hear presentations from guest speakers from various career fields; to learn life skills; and, to participate in educational field trips.

Career Mentoring--A Career Club will be implemented on the middle and high school campuses to provide students with guidance to make career decisions and promote long term goals such as college exploration and career exploration. These Career Clubs have been a very successful component of the SERCO CYD Program. Students will have the opportunity to learn about various career fields through guest speakers and field trips as well as attending College Career Fairs and Industry Fairs such as the Del Mar Health Careers Fair and the Driscoll Children's Hospital Career Fair students have attended in past years. Students enjoyed numerous field trips throughout the year such as campus tours at Texas State University in San Marcos, Texas A&M University Corpus Christi and Del Mar College; Girls in Engineering Day at University of Texas in Austin; Explore UT; a visit to the Alamo and the Witte Museum in San Antonio to name a few. Guest speakers will be scheduled bi-weekly so that all the career clusters can be covered over the school year.

The high school students will also be offered the opportunity to participate in workshops for resume writing, interviewing techniques, appropriate interview attire, etc. The YAC will plan a Career Day inviting various employers to conduct mock interviews with the students while providing feedback for improvement of interviewing skills. In addition, speakers from various fields of interest will be recruited to present information to students on a bi-weekly basis as part of a lunch "career club" during the three scheduled lunch shifts. High school students will be offered the opportunity to participate in National Groundhog Job Shadow Day where they will be placed at a worksite in a career field of interest.

4. Identify the frequency, intensity and duration of services for clients:

Service Type <i>(use JD01-JD12 service type names first and individual program names in parentheses)</i>	For Whom	Average Frequency Identify daily, weekly, monthly service amounts (1 service does <u>not</u> equal 1 hour)	Average Intensity Total # of sessions, visits, or interactions per participant	Average Duration Identify the average amount of time it will take a participant to complete the program
<i>Example: Mentoring (Rites of Passage)</i>	Youth	4 sessions per month	12 Sessions (frequency x duration)	3 months
Mentoring (Group/Career Mentoring)	Youth	1-2 sessions per month	6-12 sessions	6 months

5. What is the mentor to youth ratio: 1 to 4

6. Indicate who will serve as mentors and what recruitment/retention efforts and training will be provided.

SERCO has established Personnel Policies and Procedures for recruiting and screening (including criminal background checks) of staff and volunteers. SERCO's Standard Operating Procedures related to staff development and staff oversight/supervision conforms to City of Corpus Christi requirements and the contracted program activities. Criminal background checks have been and will continue to be completed for staff and volunteer mentors once the mentor application has been processed. All information will be kept in a secure location and available for review as needed. SERCO staff will meet one on one with each volunteer to ensure that they bring added value to the program and that they possess the interpersonal skills necessary to work with youth. Campus teachers will provide tutorial opportunities to CYD youth to improve grades or STAAR scores later in the year. Presenters from various industries in the community will be recruited for one time presentations to students on designated campuses and for Career Days planned. Mentors to be recruited for the group mentoring program at the elementary school campus will be scheduled monthly on those campuses and will also receive support and guidance by program staff each month to ensure that program policies are being adhered to. Volunteers who will serve as career presenters will serve in this capacity on a one time only basis and always with campus staff and/or the Program Manager/Liaison in attendance

NOTE: All volunteers and mentors must be cleared with a DPS Criminal Background Check and a DFPS Child Abuse Registry check through the ABCS system.

7. Identify the target population to be served:

Youth	
<input checked="" type="checkbox"/> Males <input checked="" type="checkbox"/> Females	Ages: <input type="checkbox"/> 9 <input checked="" type="checkbox"/> 10 <input checked="" type="checkbox"/> 11 <input checked="" type="checkbox"/> 12 <input checked="" type="checkbox"/> 13 <input checked="" type="checkbox"/> 14
Grades Targeted:	<input checked="" type="checkbox"/> 4th <input checked="" type="checkbox"/> 5th <input checked="" type="checkbox"/> 6th <input checked="" type="checkbox"/> 7th <input checked="" type="checkbox"/> 8th

8. Identify the program model or curriculum (if applicable) to be implemented, to include the developer of the program:

EXAMPLE:
Big Brothers Big Sisters Mentoring Program, developed by Big Brothers Big Sisters

4 – YOUTH ADVISORY COMMITTEE PROGRAM

Service Provider Information	
Organization Name: City of Corpus Christi	Total Program Funding Amount: \$ 58,663
Program Name: SERCO of Texas	
Contract Period: (Inclusive Dates of Service):	From: 03/01/2015 To: 08/31/2015 Same as contract period Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> If not, From: To:
All addresses (locations) where services will be provided, (please use full address):	
1. Mary Carroll High School 5301 Weber Rd, Corpus Christi, TX 78411	

1. Check the protective factors this program will identify for change:

- Involvement with positive peer group activities and norms
- Social competencies such as decision making skills, assertiveness and interpersonal skills
- Caring adults other than parent
- Strong bond between children and parents
- Emotional support and absence of severe criticism
- High parental expectations
- Clear rules and expectations
- Involvement with school/community
- Friendship network
- Positive perception of self and others
- Places high values on helping others
- Sense of purpose

Program Description

2. Describe the services to be provided in detail. Provide page(s) of where this information is provided in your proposal. (Who, What, When, Where, and How).

The SERCO CYD program will strive to develop leadership skills in all the youth its serves but will provide the opportunity for approximately forty (40) high school students to begin to establish the skills and knowledge it takes to be a leader in their communities. A YOUTH SUMMIT will be planned and led by the Youth Advisory Committee (YAC) in the 78415 community to encourage leadership development. The YAC will be recruited to choose date, topics, speakers, location and to coordinate and facilitate the summit activities. Adults will be on hand to assist and offer guidance but youth will coordinate all activities as a leadership development activity.

Community Service will play an integral part in the effectiveness of this program. Studies have shown that students involved in community service projects have increased positive feelings and mental health, and decreases in depression and stress. Students participated in many community service projects this past program year such as visiting nursing

homes, toy drives for foster youth, awareness walks, city cleanups and many more. Projects will also be solicited from the 78415 community through formal requests to the campuses. Applications will be taken for one-day projects such as yard work, painting, cleaning, minor carpentry, etc for economically disadvantaged senior citizens and others. Applications will be reviewed by YAC youth and selected for implementation each month. Community service projects help redirect energies of at-risk youth to more positive social activities. Participating in community service projects can be an effective tool in instilling a sense of belonging or stability that these youth need to feel connected

Service Type <i>(use JD01-JD12 service type names first and individual program names in parentheses)</i>	For Whom	Average Frequency Identify daily, weekly, monthly service amounts (1 service does <u>not</u> equal 1 hour)	Average Intensity Total # of sessions, visits, or interactions per participant	Average Duration Identify the average amount of time it will take a participant to complete the program
<i>Example: YAC (Champions)</i>	Youth	4 sessions per month	48 Sessions (frequency x duration)	12 months
Youth Advisory Committee	Youth	1 session per month	6 sessions	6 months

5 – YOUTH LEADERSHIP DEVELOPMENT PROGRAM

Note: Complete one Youth Leadership Development (YLD) Program section for each service provider (both Fiscal Agent and subcontractors) that meets all the YLD requirements found on page 27 of the December 17, 2014 RFP. Per the RFP, YLD program requirements:

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

Program Outputs	
Output #1: Number of unduplicated youth served:	Monthly (average)*: 40
Output #2: Number of unduplicated youth served	Annually**: 240

1. Is the Youth Leadership Development (YLD) Program a stand-alone program or component of a larger program?

- Stand-alone
- Component of a larger program (Name of the larger program _____)

2. Check the protective factors this program will identify for change:

- Involvement with positive peer group activities and norms
- Social competencies such as decision making skills, assertiveness and interpersonal skills
- Caring adults other than parent
- Strong bond between children and parents
- Emotional support and absence of severe criticism
- High parental expectations
- Clear rules and expectations
- Involvement with school/community

- Friendship network
- Positive perception of self and others
- Places high values on helping others
- Sense of purpose

Program Description

3. Describe the services to be provided in detail. Provide page(s) of where this information is provided in your proposal. (Who, What, When, Where, and How).

The SERCO CYD program will strive to develop leadership skills in all the youth its serves but will provide the opportunity for approximately forty (40) high school students to begin to establish the skills and knowledge it takes to be a leader in their communities. A YOUTH SUMMIT will be planned and led by the Youth Advisory Committee (YAC) in the 78415 community to encourage leadership development. The YAC will be recruited to choose date, topics, speakers, location and to coordinate and facilitate the summit activities. Adults will be on hand to assist and offer guidance but youth will coordinate all activities as a leadership development activity. Applications will be reviewed by YAC youth and selected for implementation each month.

4. Identify the frequency, intensity and duration of services for clients:

Service Type <i>(use JD01-JD12 service type names first and individual program names in parentheses)</i>	For Whom	Average Frequency Identify daily, weekly, monthly service amounts (1 service does <u>not</u> equal 1 hour)	Average Intensity Total # of sessions, visits, or interactions per participant	Average Duration Identify the average amount of time it will take a participant to complete the program
<i>Example: YLD (All Stars)</i>	Youth	4 sessions per month	12 Sessions <i>(frequency x duration)</i>	3 months
Youth Leadership Development	Youth	2 session per month	12 sessions	6 months

5. Describe the process for ensuring opportunities are provided for youth to serve in leadership roles in their community.

Community Service will play an integral part in the effectiveness of this program. Studies have shown that students involved in community service projects have increased positive feelings and mental health, and decreases in depression and stress. Students participated in many community service projects this past program year such as visiting nursing homes, toy drives for foster youth, awareness walks, city cleanups and many more. Projects will also be solicited from the 78415 community through formal requests to the campuses. Applications will be taken for one-day projects such as yard work, painting, cleaning, minor carpentry, etc for economically disadvantaged senior citizens and others. Community service projects help redirect energies of at-risk youth to more positive social activities. Participating in community service projects can be an effective tool in instilling a sense of belonging or stability that these youth need to feel connected.

6 – FISCAL AGENT PROGRAM(S) SERVICES

NOTE: Complete a separate Fiscal Agent Program section for each individual program provided by the Fiscal Agent, except if the service type is mentoring, YAC, or YLD which would be indicated in the appropriate section.

Program Outputs For Services Provided By Fiscal Agent	
Output #1: Number of unduplicated youth served:	Monthly (average)*: N/A
Output #2: Number of unduplicated youth served:	Annually**: N/A

1. Check all the service types to be provided in this program:

- Youth-Based Curriculum Activity - 01
- Family-Based Curriculum Activity - 02
- Parent/Caregiver-Based Curriculum Activity - 03
- Family Focused Service - 05
- Recreational Services – 07
- Academic Support Services - 08
- Life Skills Classes - 09

2. Check the protective factors this program will identify for change:

- Involvement with positive peer group activities and norms
- Social competencies such as decision making skills, assertiveness and interpersonal skills
- Parental/guardian supervision
- Caring adults other than parent
- Strong bond between children and parents
- Emotional support and absence of severe criticism
- High parental expectations
- Clear rules and expectations
- Involvement with school/community
- Friendship network
- Positive perception of self and others
- Places high values on helping others
- Sense of purpose

Program Description

3. Describe the services to be provided in detail. Provide page(s) of where this information is provided in your proposal. (Who, What, When, Where, and How including the days and hours).

4. Identify the frequency, intensity and duration of services for clients:

Service Type <i>(use JD01-JD12 service type names first and individual program names in parentheses)</i>	For Whom	Average Frequency Identify daily, weekly, monthly service amounts <i>(1 service does not equal 1 hour)</i>	Average Intensity Total # of sessions, visits, or interactions per participant	Average Duration Identify the average amount of time it will take a participant to complete the program
<i>Example: Recreation (CYD Lions)</i>	<i>Youth</i>	<i>4 sessions per month</i>	<i>12 Sessions (frequency x duration)</i>	<i>3 months</i>

5. Identify the target population to be served:

Youth

Males Females
 6-9 years of age 10-17 years of age

7 – SUBCONTRACTED PROGRAMS

NOTE: Complete a separate Subcontracted Programs section for each individual program provided by a subcontracted service provider, except if the service type is mentoring, YAC, or YLD which would be indicated in the appropriate section.

Program Outputs

Output #1: Number of unduplicated youth served:	Monthly (average)*: 35
Output #2: Number of unduplicated youth served:	Annually**: 175

1. Check all the service types to be provided in this program:

- Youth-Based Curriculum Activity - 01
- Family-Based Curriculum Activity - 02
- Parent/Caregiver-Based Curriculum Activity - 03
- Family Focused Service - 05
- Recreational Services – 07
- Academic Support Services - 08
- Life Skills Classes - 09

2. Check the protective factors this program will identify for change:

- Involvement with positive peer group activities and norms
- Social competencies such as decision making skills, assertiveness and interpersonal skills
- Parental/guardian supervision
- Caring adults other than parent
- Strong bond between children and parents
- Emotional support and absence of severe criticism
- High parental expectations
- Clear rules and expectations
- Involvement with school/community
- Friendship network
- Positive perception of self and others
- Places high values on helping others
- Sense of purpose

Program Description

4. Describe the services to be provided in detail. Provide page(s) of where this information is provided in your proposal. (Who, What, When, Where, and How including the days and hours).

After-school Program: M - F, 3:00 p.m. – 6:00 p.m.; Includes: *Power Hour* and *Triple Play*

Athletic leagues: Basketball, Flag Football, Kick Ball and Volleyball

Summer Program: M – F; 8:00 a.m. – 5:00 p.m.; includes: *Triple Play*, *Swimming*, *educational programs*

Power Hour offers extended learning opportunities and educational enrichment programming during non-school hours. It helps to improve academic performance by providing the one-on-one help that many youth do not receive either at home or at school. Students are expected to complete homework assignments before participating in recreational activities.

Triple Play demonstrates how eating right, keeping fit and forming positive relationships add up to a healthy lifestyle. The focus is on three components: Mind, Body and Soul. We have an agreement with A&M School of Nursing that provides an added educational and mentoring component to our *Triple Play* program. The student nurses come to the Club twice each week to work with the kids and to serve their families with health issues.

Athletic Leagues offer 6-8 weeks of skill development in one particular sport, offering youth a chance to compete in organized sports leagues and learn good sportsmanship behavior as well as sense of responsibility and self-worth. We currently offer league opportunities to CYD kids in Basketball, Volleyball, Kickball and Flag Football.

Service Type and for Whom Served (Who targeted participants are) <i>(use JD01-JD12 service type names first and individual program names in parentheses)</i>	For whom	Average Frequency Identify daily, weekly, monthly service amounts (1 service does <u>not</u> equal 1 hour)	Average Intensity Total # of sessions, visits, or interactions per participant	Average Duration Identify the average amount of time it will take a participant to complete the program
<i>Example: Academic Support (Future Kids)</i>	Youth	4 sessions per month	12 Sessions (frequency x duration)	3 months
Academic Support (Power Hour)	Youth	Daily	60 sessions	3 months
Recreational (Boys & Girls after school program)	Youth	Daily	60 sessions	3 months
Recreational (Athletic Leagues)	Youth	4 sessions per month	24 sessions	6 months
Recreational (Summer Program)	Youth	Daily	45 sessions	3 months

Staffing Plan For Subcontractors

5. Describe the staffing plan, including staff supervision and support, and how adequate staffing will be ensured, in the event of vacancies or extended absences. (What staff positions will work directly on the CYD contract and which position will supervise whom and provide backup if necessary).

Position title (indicate if a volunteer)	Services for which this position is responsible	Position supervised by:	Position has backup by this position:
Unit Director	Overall Programming	Executive Director	Executive Director
Learning Center	All Educational Programs	Unit Director	Youth Development staff
Front Desk	All KidTrax Documentation	Unit Director	Unit Director

Our staff is well trained to function without constant supervision; however performance is monitored on a daily basis, and there is always a lead staff responsible for each program area. There is an established chain of command for every area and adequate support staff is assigned to handle larger than usual groups. There is a staff-to- youth ratio of 1:25.

The three positions charged to this grant are as follows:
 Unit Director – 18 yrs experience; college courses at TX Tech; extensive BGCA training
 Learning Center – 8 yrs. experience; BA degree; extensive BGCA training
 Front Desk – 8 yrs. Experience; assoc. Del Mar; extensive BGCA training

7 – SUBCONTRACTED PROGRAMS

NOTE: Complete a separate Subcontracted Programs section for each individual program provided by a subcontracted service provider, except if the service type is mentoring, YAC, or YLD which would be indicated in the appropriate section.

Program Outputs	
Output #1: Number of unduplicated youth served:	Monthly (average)*: 25
Output #2: Number of unduplicated youth served:	Annually**: 175

1. Check all the service types to be provided in this program:

- | | |
|--|--|
| <input type="checkbox"/> Youth-Based Curriculum Activity - 01 | <input checked="" type="checkbox"/> Recreational Services – 07 |
| <input type="checkbox"/> Family-Based Curriculum Activity - 02 | <input checked="" type="checkbox"/> Academic Support Services - 08 |
| <input type="checkbox"/> Parent/Caregiver-Based Curriculum Activity - 03 | <input checked="" type="checkbox"/> Life Skills Classes - 09 |
| <input type="checkbox"/> Family Focused Service - 05 | |

2. Check the protective factors this program will identify for change:

- Involvement with positive peer group activities and norms
- Social competencies such as decision making skills, assertiveness and interpersonal skills
- Parental/guardian supervision
- Caring adults other than parent
- Strong bond between children and parents
- Emotional support and absence of severe criticism
- High parental expectations
- Clear rules and expectations
- Involvement with school/community
- Friendship network
- Positive perception of self and others
- Places high values on helping others
- Sense of purpose

Program Description

3. Describe the services to be provided in detail. Provide page(s) of where this information is provided in your proposal. (Who, What, When, Where, and How including the days and hours).

CIS is proposing to serve two (2) sites: South Park Middle and Gloria Hicks Elementary. Communities In School's CYD program includes students, who have been referred because of a specific need such as behavior, academics and/or attendance and other students who will be registered under activities who will take part in all activities. All enrolled students attending a school in 78415 will have access to these services with CIS placing emphasis on youth 10-17 years of age. The school sites will provide a safe environment where youth can learn and grow and serve as a resource center for other programs and agencies. Programs are age appropriate and customized per school site based on an assessment utilizing information from school staff, students and families. Some of the activities the case managers provide include support groups, individual guidance, family activities, homework help/tutoring, presentations and information on issues such as drug awareness, teen pregnancy, HIV/AIDS, and educational field trips. Case managers working full-time will invest time for preparation, coordination, and implementation of direct services. After school activities will be coordinated and implemented directly by the case manager. Case managers work with the families to provide a full-structure of assistance to the youth. Families are invited to various activities at the schools. This gives the families an opportunity to participate with their youth, to include speakers, presentations and one-on-one counseling. Academic Support Services will be provided once a week every other week for 1 hour for 4 months. Life skills which will include presentations and individual guidance will be provided for 1 hour once a week every other week for four months. Recreational services will also be provided for 4 months 1 hour once a week every other week.

CIS/CYD staff will develop a monthly activity plan which will provide a tentative schedule of all activities. This monthly activity plan will be turned into the Project Coordinator for the prior month and a tentative activity plan for the current month. CIS/CYD programs will provide structured activities at two (2) school sites where eligible youth, parents and siblings are welcomed to participate. Coordinated activities are geared towards knowledge,

personal growth, and enhancing family life. Activities will be varied to meet the needs of the participants. Activities will be implemented before and during school at the elementary school and middle school site. Identified elementary school sites will also include recreational activities immediately after school. Participation is voluntary with a CYD registration form signed by the parent/guardian.

Service	Location	Day	Time
Academic Support and Life Skills	Gloria Hicks Elementary	Monday-Friday	8:00-4:00
Academic Support and Life Skills	South Park Middle School	Monday-Friday	8:00-4:30

Service Type and for Whom Served (Who targeted participants are) <i>(use JD01-JD12 service type names first and individual program names in parentheses)</i>	When (months served per program)	Average Frequency Identify daily, weekly, monthly service amounts (1 service does <u>not</u> equal 1 hour)	Average Intensity Total # of sessions, visits, or interactions per participant	Average Duration Identify the average amount of time it will take a participant to complete the program
<i>Example: Academic Support (Future Kids)</i>	<i>Youth</i>	<i>4 sessions per month</i>	<i>12 Sessions (frequency x duration)</i>	<i>3 months</i>
Life Skills (Case Management)	Youth	Daily	60 sessions	3 months
Life Skills (Life Skills Training Classes)	Youth	Weekly	12 sessions	3 months
Academic Support	Youth	Daily	60 sessions	3 months
Recreational Services	Youth	2 sessions per month	8 sessions	4 months

Staffing Plan For Subcontractors

4. Describe the staffing plan, including staff supervision and support, and how adequate staffing will be ensured, in the event of vacancies or extended absences. (What staff positions will work directly on the CYD contract and which position will supervise whom and provide backup if necessary).

The Project Coordinator will oversee the CIS/CYD program and work closely with case managers in providing services. The Project Coordinator will monitor all aspects of the program and be responsible for the completion the CYD monthly status reports. The Project Coordinator has five years of experience with the CIS/CYD program and has demonstrated a clear knowledge of the program. This position will not be funded through CYD grant but will be an in-kind contribution. The case manager will be responsible for their campus only. They will prepare, coordinate, and implement direct services on their perspective campuses. Case managers have various year of experience with the program and have been trained in working with the youth they service and in the mission of the CYD grant. The minimum qualification for all case manager positions is a Bachelor's degree in a social service field and/or 5 years of experience working as a case manager. In case of staff vacancy/absence, the Project Coordinator will fulfill the duties of the staff. In the event of a vacancy with the Project Coordinator, other Coordinators from various schools will be pulled to fulfill the duties until the position is filled.

Position title (indicate if a volunteer)	Services for which this position is responsible	Position supervised by:	Position has backup by this position:
Case manager	Responsible for maintaining the CYD program at South Park MS	Gloria Taylor	Project Coordinator
Case manager	Responsible for maintaining the CYD program at Hicks Elementary	Gloria Taylor	Project Coordinator

CIS has Personnel Policies, Standard Operating Procedures, Directives, and Memorandums in place to maintain the internal integrity of the agency. These policies are reviewed yearly by Management and Board Committees to make sure current state and federal guidelines are being followed. Attracting and maintaining educated and trained personnel is essential for CIS and this grant if children and families are to continue to succeed. It is imperative for our organization to be in compliance with changes in laws regarding hiring practices.

Staff will be trained by the Project Coordinator in all aspects of the program and in the necessary documentation. Continual support and working as a team builds a strong staff commitment to the CIS/CYD mission and ensures success. The Project Coordinator will conduct job shadowing to assist new personnel in fully understanding the program.

CIS will maintain a ratio of 25 youth to 1 staff member during activities at the school. CIS will plan ahead and utilize approved volunteers, parents, and recreational leaders should the need arise for more supervision.

7 – SUBCONTRACTED PROGRAMS

NOTE: Complete a separate Subcontracted Programs section for each individual program provided by a subcontracted service provider, except if the service type is mentoring, YAC, or YLD which would be indicated in the appropriate section.

Program Outputs	
Output #1: Number of unduplicated youth served:	Monthly (average)*: 8
Output #2: Number of unduplicated youth served:	Annually**: 45

1. Check all the service types to be provided in this program:

- | | |
|--|--|
| <input type="checkbox"/> Youth-Based Curriculum Activity - 01 | <input checked="" type="checkbox"/> Recreational Services – 07 |
| <input type="checkbox"/> Family-Based Curriculum Activity - 02 | <input type="checkbox"/> Academic Support Services - 08 |
| <input type="checkbox"/> Parent/Caregiver-Based Curriculum Activity - 03 | <input checked="" type="checkbox"/> Life Skills Classes - 09 |
| <input type="checkbox"/> Family Focused Service - 05 | |

2. Check the protective factors this program will identify for change:

- Involvement with positive peer group activities and norms
- Social competencies such as decision making skills, assertiveness and interpersonal skills
- Parental/guardian supervision
- Caring adults other than parent
- Strong bond between children and parents
- Emotional support and absence of severe criticism
- High parental expectations
- Clear rules and expectations
- Involvement with school/community
- Friendship network
- Positive perception of self and others
- Places high values on helping others
- Sense of purpose

Program Description

2. Describe the services to be provided in detail. Provide page(s) of where this information is provided in your proposal. (Who, What, When, Where, and How including the days and hours).

Youth Odyssey Programming Sessions last 6 – 9 weeks and are comprised of the following:

- o 8 Portable Ropes Course Challenge Sessions that will serve a max of 15 youth per session. The onsite activities are two-hour sessions.
 - After school 4-6 pm Monday through Thursday
 - Throughout the day during school breaks
- o 2 Stationary Ropes Course Challenge Sessions that will serve a max of 13 youth per session. These are from 8:30 a.m. until 4:00 p.m.
 - Saturdays & Holidays (*days off from school*)
- o 1 Adventure Wilderness Trip that will serve a max of 12 youth on each trip. The trips are from Friday afternoon till Sunday afternoon.
 - Weekends during the school year
 - 3-5 day trips during the school breaks
- o 1 Graduation Session that will serve a max of 15 youth per session. The onsite activities are two-hour sessions.
 - After school 4-6pm Monday through Thursday
 - Throughout the day during school breaks

ADVENTURE CHALLENGE PROGRAM - ONGOING
PORTABLE AND STATIONARY ROPES CHALLENGE COURSE

Ropes Courses are a unique and powerful way to foster team development and personal growth. The Portable Ropes Challenge Course consists of Portable Team Challenges and are typically 2-hour sessions conducted onsite at the referring agency. The Stationary Ropes Challenge Course is located on I-37 and is comprised of a full day session.

Low Elements

During the low elements portion of a Ropes Challenge Course, the focus is on the team. Activities draw on the knowledge and ideas of every group member and require the participation and cooperation of the entire team. Activities are performed on or close to the ground, gradually increasing in difficulty so the team can learn from its successes and build trust and confidence as obstacles are overcome.

High Elements

The High Elements of a Ropes Course emphasizes individual challenge, accomplishment, and is built upon the team development and trust established on the Low Elements. The High Elements are an extremely powerful developmental tool because of the perceived risk of each activity. The High Elements allow the youth to expand their comfort zones and overcome fears that can block personal development and achievement.

Processing at the closure of each experience includes reflection, evaluation and goal review to help the youth derive meaning from the experience and how it applies to their lives.

ADVENTURE WILDERNESS TRIP

The wilderness is a place where nature is dominant and situations and their consequences are real. Camping in these conditions, away from the distractions of modern civilization fosters self-reliance, respect and a sense of responsibility for youth's own actions. Youth Odyssey's programs are designed based on the nationally recognized National Outdoor Leadership Schools (NOLS) and Outward Bound.

Through the outdoor experience, in addition to learning outdoor skills, youth respond to physical challenges and learn to overcome obstacles through problem solving. Youth are guided through activities, which enable them to build self-esteem, self-confidence, cooperation, leadership skills, and team building. They expand their horizons beyond concrete and asphalt and to learn about themselves, nature and their environment. Each youth spends 3 days with caring adults in an environment that teaches them more effective ways of relating to others and healthier ways of valuing themselves.

Each Youth Odyssey Adventure Wilderness Trip meets at 5:00 p.m. on Friday evening for transportation by Youth Odyssey's 15-passenger van to a campsite. They return by 4:00 p.m. Sunday evening to the original meeting place. Youth Odyssey provides all equipment and supplies for each trip and gives each youth a list of suggested clothing and personal accessories that may be needed. Basic camp craft, hiking, and backpacking are taught on each trip. In addition depending on the location of the trip, kayaking, rock climbing and other activities are also taught. Youth are also introduced to the concept of environmental stewardship through "Leave No Trace" ethics. This concept teaches an acceptance of personal responsibility for maintaining the health and beauty of the natural environment.

Each activity during the weekend includes reflection, evaluation and goal review to help the youth derive meaning from what they have experienced and how the experiences apply to their lives. Also, the whole team processes the entire day's activities through a reflection exercise, Saturday night around the campfire. This is reported as one the youth's favorite part of the trip.

In addition to life skills curriculum the youth develop strong bonds with each other and staff as they learn to step out of their comfort zone to try new activities and skills. These bonds are hardened by the fact that they all have shared experiences camping, rock climbing, kayaking, participating in Ropes Courses and so much more. Many times youth will return to our program time and time again because of the "safe and friendly" environment Youth Odyssey creates. Often times strong friendships are established and are sustained throughout the years (case in fact for many YO participants).

Sequence of Development

Whether on an Adventure Wilderness Trip or on a Ropes Challenge Course, our youth progress through carefully planned activities that build leadership, problem-solving skills, and trust, teamwork, self-confidence, and communication skills.

Learning and development follows a sequential process and the effectiveness and mastery at one level contributes to each subsequent level. They are:

- o Goal Setting – is a critical component since it provides a source of measure.

- Awareness –activities that are designed to assist youth in feeling more comfortable in their group environment and to appreciate the relationship between peers / adults.
- Trust –activities that focus on one-to-one as well as group trust.
- Cooperation –activities at this level gives the youth a sense of accomplishment through cooperation.
- Group Challenge – activities that are “problem-solving” in nature and experiences are related to real life.
- Leadership –activities that assist youth in developing leadership skills and experience following a leader.
- Application – a follow-up program at the closure of the on-site experience, through a final processing session (Reflection, evaluation, and goal review)

YOUTH MENTOR/LEADERSHIP PROGRAM – ON GOING

Our mentor program is designed for returning youth 8th – 12th grades. Youth Odyssey begins formal training with interested youth on the Ropes Course, Kayaking, and Camping trips. These opportunities give them more responsibility and ownership over the program. They use their experiences in YO and their personal life to mentor younger youth in our programs. As they progress and are able to demonstrate their skills, staff will begin formal training in the teambuilding activities and the processing (real life application) of those activities. The purpose of this Mentor program is to provide professional experience/development, real life application of skills learned, and further Life Skills training/application. Please note that there is always a staff member present when youth mentors are teaching/assisting with our programs.

RESTORATION PROGRAM - ONGOING

In addition to our normal programs we conduct a monthly restoration project in partnership with Richard Thompson (City Parks and Recreation – Tourism Department). This partnership began in January 2008 at Blucher Nature Park and continues today on a regular basis.

It is very important to add that this was not the idea of Youth Odyssey Staff. Our youth and youth mentors who have enjoyed free programming for years decided that they wanted to “give back to their community”. They asked if they could start a restoration project and we were ecstatic at this selfless pursuit. So every second Sunday of the month we pick the youth up and transport them to the designated park. To date they have mulched out trails, removed invasive species, planted trees / flowers, painted a footbridge, and so much more. Another noteworthy item is that Richard Thompson (past Superintendent of CC Parks and Rec Tourism Dept.) mentioned that in the past he had send his staff to go and “fix” what volunteer groups have done....”This is not so with Youth Odyssey,” he says. Karen Smith of the Audubon Society is constantly praising our youth mentors about their dedication and hard work at Blucher. She and her members also educate the youth about the plant and wildlife present; and explain why invasive species need to be removed. Our youth work hard, are dedicated, and produce quality work for their community because of the Youth Odyssey programming sponsored by people like CC Parks and Recreation.

This restoration project is three things:

- Youth restoring and repairing the area’s natural areas back to health
- Youth learning about nature, its’ processes and purpose
- Youth selflessly giving their time back to the community

Service	Location	Day	Time
Recreational Service: Portable Team Challenge	Schools / Recreation Centers/ CC Parks	Mon – Thurs	During School: 4-6pm Breaks: Throughout the day
Recreational Service: Ropes Course	OELS Ropes Course, I-37 @ Exit 20b Cooper RD	Saturday	8am – 4pm
Recreational Service: Adventure Wilderness Trip	State Parks throughout Texas	Fri - Sun, / during breaks	Fri 430pm – Sun 4pm
Recreational Service: Graduation	Schools / Recreation Centers/ CC Parks	Mon – Thurs	During School: 4-6pm Breaks: Throughout the day
Life Skills Classes: Portable Team Challenge	Schools / Recreation Centers/ CC Parks	Mon – Thurs	During School: 4-6pm Breaks: Throughout the day
Life Skills Classes: Ropes Course	OELS Ropes Course, I-37 @ Exit 20b Cooper RD	Saturday	8am – 4pm
Life Skills Classes: Adventure Wilderness Trip	State Parks throughout Texas	Fri - Sun, and during breaks	Fri 430pm – Sun 4pm
Life Skills Classes: Graduation	Schools / Recreation Centers/ CC Parks	Mon – Thurs	During School: 4-6pm Breaks: Throughout the day

Service Type and for Whom Served (Who targeted participants are) <i>(use JD01-JD12 service type names first and individual program names in parentheses)</i>	When (months served per program)	Average Frequency Identify daily, weekly, monthly service amounts (1 service does <u>not</u> equal 1 hour)	Average Intensity Total # of sessions, visits, or interactions per participant	Average Duration Identify the average amount of time it will take a participant to complete the program
<i>Example: Academic Support (Future Kids)</i>	Youth	4 sessions per month	12 Sessions (frequency x duration)	3 months
Recreational	Youth	1/2 sessions/week	12 sessions	9 weeks /year around
Life Skills	Youth	1/2 sessions/week	12 sessions	9 weeks /year around

Staffing Plan For Subcontractors

5. Describe the staffing plan, including staff supervision and support, and how adequate staffing will be ensured, in the event of vacancies or extended absences. (What staff positions will work directly on the CYD contract and which position will supervise whom and provide backup if necessary).

Position title (indicate if a volunteer)	Services for which this position is responsible	Position supervised by:	Position has backup by this position:
Executive Director	Oversight	Board of Directors	Lead Program Facilitator
Lead Prg. Facilitator	Oversight and facilitation	Executive Director	Program Leader
Program Leader	Facilitation	Program Director	Volunteers / Part time staff
Part time staff	Facilitation and support	Program Director / Leader	Board members / volunteers

The Executive Director and Lead Program Facilitator supervise all staff. Weekly meetings are held to address any on-the-job issues, issues/concerns with the programs, ways to better reach the youth, and general checks on personal well-being and satisfaction with their job and performance. Training is provided on a case-by-case basis by their supervisor or another qualified entity. In the situation that a staff member has to leave without notice or short notice, the Lead Program Facilitator, Executive Director, and our volunteers are able to take over the programs and responsibilities. These volunteers are past employees and teachers; and all have professional training in the activities conducted by Youth Odyssey.

The CYD program is charged for only two positions, Executive Director (23% of time) and Lead Program Facilitator (20% of time). The Executive Director's time is spent on the implementation and supervision of the CYD program. The Lead Program Facilitator's time is spent on facilitating the sessions. Volunteers are used throughout the program but this is an in-kind match.

- o Weekly meetings take place with all staff members.
- o Before leaving on a trip, all adults (staff, volunteers) get together and share information about the trip, expectations, concerns, plans, etc... so that we are all on the same page
- o We constantly do "check ins" with other staff members during the trip to make sure nothing has gone unnoticed or unaddressed
- o Likewise at the close of a trip we debrief the trip
- o There is always a "head" facilitator on the trip (usually the one who is running the specific program) and the other adults are there for support and guidance for the youth.
- o At the end of the trip head staff member checks in with their superior to let them know that everyone is back and safe
- o Chain of command: Executive Director – Lead Program Facilitator – Program Leader (these are the potential "heads" in charge of each group/trip)

The procedure, for utilizing volunteers, is the same as when hiring Youth Odyssey staff members.

- o A thorough background check nationally is conducted
- o Must be trained in CPR / First Aid at minimum and keep the certifications current
- o Demonstrate their ability to relate and care for youth
- o Demonstrate group control and behavior management

The minimum age requirement for an Adult Volunteer is 18 years old. Although there are no maximum age requirements for adult volunteers, selection will be based on the ability of the volunteer to perform certain skills. Some rigorous physical activities such as hiking five to ten miles a day carrying a 50-lb backpack is required on some trips. Past experience in the outdoors is imperative to the selection of the volunteer for the Extreme Outdoor Activities. Evidence of fitness and a release from a health care practitioner if a health condition is present is mandatory.

All staff and volunteers will undergo background checks prior to working with youth and in accordance with DFPS regulations. The Staff Policy and Procedure Manual for Youth Odyssey are 65 pages. Copies are available upon request. Youth Odyssey provides training when needed or requested by the volunteer. All volunteers are updated on the Emergency action plan and familiarity with the area around the activity site.

All volunteers will be paired with a minimum of one full time staff member of Youth Odyssey. Volunteers are allowed to come to any portion of the program but their track record is that they only attend the camping trips and not the two-hour or ropes course sessions. Their tasks are simply:

- o Being another set of eyes to watch out for the youth and their surroundings -safety
- o Listen to the youth when they need to talk
- o Help out with camping craft and whatever else is needed.
- o When trained, help with outdoor activities

All staff are required:

- o To hold current Emergency Medical Technician – Basic certification or a Wilderness First Responder certification
- o Ropes Course facilitator experience and/or certification
- o Kayak and Tote Rope experience and/or certifications
- o Practical experience working with youth in a camp/program setting
- o Masters or Bachelors in psychology, social work, kinesiology, wilderness therapy, environmental education, or similar field
- o Minimum of 5 years leading backcountry trips
- o Clean driving record
- o Demonstrated mastery in leading youth through curriculum, safety rules, etc...
- o Good track record with youth, parents, other agency staff members, found effective and approachable

Staff to youth ratios

Portable Team Challenges (at youth agency w/ their staff nearby)	1:15 maximum
Ropes Courses/ Kayaking	2:12 minimum
Adventure Wilderness Trips (volunteers often join us, which will raise ratio)	2:12 minimum
Graduation (at youth agency with staff nearby)	1:15 maximum

Tips for Completing the Plan of Operation

1. **DUPLICATION** – When youth participate in multiple CYD services they can only be counted once by the fiscal agent during the fiscal year for the fiscal agent's performance measures. Therefore, fiscal agents must take into account the estimated number of youth who will participate in multiple CYD services when negotiating output targets with service providers to ensure that the fiscal agent will meet its contracted annual output. Duplication between service providers may be assessed using historical data from the PEIS database.

At the Service Provider level, the unduplicated youth to be served annually should count each CYD youth participant served by the provider once during the inclusive dates of service for its CYD program.

2. **AVERAGE MONTHLY** – In order for costs to be reasonable, service providers should be serving close to the maximum number of participants they are able to (full capacity) based on the funding provided for the CYD program and should include, but not be limited to factors such as the number of staff and service locations. As some dropout is expected, the number of participants served each month may be slightly less than the full capacity at which the service provider is capable of operating. A reasonable dropout rate may be accounted for when assessing the number of participants to be served each month. For *Service Providers* the average number of youth to be served monthly equals the sum of the number of youth to be served each month during the inclusive dates of service divided by the number of months in the service period. For the *Fiscal Agent*, the average number of youth to be served monthly will be the sum of youth served by each service provider each month minus duplicated youth, which is then divided by 12.

Ideally, the operating capacity of a service provider should determine the average monthly and annual outputs. Fiscal agents are responsible for negotiating contracts with service providers that will ensure that the fiscal agent's contracted performance targets are met.

3. **FREQUENCY, INTENSITY AND DURATION** - The PEIS Services Provided Report may be used to track whether or not participants have received the average frequency and intensity of services within the specified duration as outlined by the service provider. Be sure to list programs separately if the frequency, intensity or duration is different during the school year and the summer. If your service lasts for a short period of time (3 months), please indicate how many cycles will be provided during the inclusive dates of service (e.g. 3 month cycle, 4 times a year). Do you run multiple cycles concurrently or consecutively?

4. **BACKGROUND CHECKS** – Remember all staff and volunteers working on the contract with access to clients or client data must be entered into the ABCS system and cleared with a DPS Criminal Background Check and a DFPS Child Abuse Registry check through. An FBI fingerprinting background check will also be needed if they have lived outside the State of Texas in the last 5 years. You can find information about fingerprinting services through the Texas Department of Public Safety Website (http://www.txdps.state.tx.us/administration/crime_records/pages/applicantfingerprintservices.htm) and locations at <http://www.t1enrollment.com/locations/?st=tx>

5. **SUBCONTRACTOR MONITORING** - Keep in mind that the role of the fiscal agent includes the responsibility for monitoring subcontractors. Consider all methods available for monitoring outputs for subcontractors. The PEIS Database is available and has reports that may be useful. Please consider corrective action steps to be taken when performance measures and other requirements are not being met.

6. **AGE RESTRICTIONS** - Keep in mind the age eligibility as per the RFP p. 16. Keep in mind the three mandatory service types (Youth Advisory Committee (YAC), Youth Leadership Development (YLD) and mentoring) and the specific age requirements for those service types (middle and high school for YAC and YLD and mentoring 90% 4th-8th grades.)

7. **TRANSPORTATION** - If your "safe passage" plan for youth/families without transportation includes driving youth, please consider including agency policy on parental consent and safety measures such as car insurance, seat belts, drivers licenses, and/or driving records, etc.

8. **RACE AND ETHNICITY** - All Races/Ethnicities must be served unless a program or curriculum is designed specifically for a particular race/ethnic group. If a specific race/ethnicity is to be targeted, then a description of how other races/ethnicities will be served is required.

9. **REQUIRED SERVICE TYPES** – Mentoring, Youth Advisory Committee, Youth Leadership Development and Parental Involvement are the four required service types and are separated out for greater detail. If these service types are being offered as part of a larger program, then the rest of the program needs to be detailed in Section 6 – Fiscal Agent Program(s) or Section 7 – Subcontracted Programs as applicable.