

CONTRACT
(Cover Sheet)

TITLE OF CONTRACT: Community Youth Development
CONTRACT NO.: CYD 2014-1

This contract ("**Contract**") is entered into by the City of Corpus Christi ("**City**" or "**Fiscal Agent**") and the following named Subcontractor:

CITY:

City of Corpus Christi- P&R Dept. - CYD
615 Leopard, Ste 105
Corpus Christi, TX 78401
Telephone: (361) 826-4028
FAX: (361) 826-4038
Contact Person: Celina Pulcher

SUBCONTRACTOR:

Boys & Girls Club of Corpus Christi
3902 Greenwood Drive
Corpus Christi, TX 78416
Telephone: (361) 361-853-2505
FAX: (361) 361-853-1943
Contact Person: Anne Baker

Subcontractor agrees to provide services in accordance with the provisions of this Contract and under the Community Youth Development Program ("**CYD**") funded by the Texas Department of Family and Protective Services ("**DFPS**"). This Contract consists of the following attached documents which are incorporated herein by reference:

Contract (Cover Sheet)
Performance Measures (Attachment A-1)
Plan of Operation (Attachment A-2)
Program Requirements (Attachment A-3)
Budget, Reimbursement Request Form & Budget Narrative (Attachments B-1, B-2, and B-3)
Standard Terms and Conditions (Attachment C)
Subcontractor Certification, Form 4733 (Attachment D)

Subcontractor agrees to abide by all terms and conditions specified herein, and it certifies that the information provided to the City is true and correct in all respects to the best of its knowledge, information, and belief.

The obligations of the City of Corpus Christi under this Contract are expressly contingent upon the availability of funds for such purpose under the funding sources:

CONTRACT PERIOD: *From: September 1, 2013 Through: August 31, 2014*

FUNDING OBLIGATION: **Not to exceed \$53,337.00 for FY 2014 for Contract Period stated above.**

Executed in triplicate, each of which recognized as an original.

ATTEST:

City of Corpus Christi

Armando Chapa
City Secretary

Ron Olson
City Manager

Legal form approved _____, 2013;

Subcontractor:
Boys & Girls Club of Corpus Christi

By: _____
Name:
Title:

By: Anne Baker
Anne Baker, Chief Professional Officer
Date: 7-29-13

78415 COMMUNITY YOUTH DEVELOPMENT PROGRAM
Boys & Girls Club of Corpus Christi
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Attachment A-1

Contractor: Boys & Girls Club
Program Name: After School and Summer Programs
Contract Number: 23792861-1
Contract Period: September 1, 2013 – August 31, 2014

Performance Measures:

Pursuant to Texas Human Resources Code §40.058 all contracts for client services must include clearly defined goals and outcomes that can be measured to determine whether the objectives of the program are being achieved. The City will use the following Performance Measures to evaluate the success of the Sub-Contractor's performance of services under this contract.

Goal of the Contract: To prevent delinquency in Target Youths

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OUTPUT MEASURES

OUTPUT #1: The expected average number of Target Youths are served monthly.

Performance Period: Contractor performance for this output is determined for each month of the contract period, either wholly or partially, depending on the contract start and end dates.

Indicator: Average number of unduplicated Target Youths served in the Contractor's CYD Program each month

Target: 25-31

Purpose: To evaluate the Contractor's effort at providing services to youths in the CYD Program

Data Source: PEIS Database

Methodology: The numerator is the total number of unduplicated Target Youths served by the Contractor during the most recent completed month, added to the total number of unduplicated Target Youths served by the Contractor during each previous completed month (if any). The denominator is the total number of completed months. Divide the numerator by the denominator.

OUTPUT #2: The expected average number of Target Youths are served during the contract period.

Performance Period: Contractor performance for this output is determined annually but measured quarterly throughout the contract period.

Indicator: Total number of unduplicated Target Youths served in the Contractor's CYD Program during the contract period.

Target: 300 - 380

Purpose: To evaluate the Contractor's effort at providing services to youths in the CYD Program

Data Source: PEIS Database

Methodology: Total number of unduplicated Target Youths with unique client ID numbers that were served by the Contractor during the contract period.

OUTPUT #3: Pre-Service and Post-Service Protective Factors Survey Questionnaires are completed by the 6-9 year old Target Youths served.

Performance Period: Contractor performance for this output is determined annually but measured quarterly throughout the contract period.

Indicator: Percentage of eligible 6-9 year old Target Youths served in the Contractor’s CYD Program from whom completed Pre-Service Protective Factors Survey Questionnaires and matching Post-Service Protective Factor Survey Questionnaires are obtained by the Contractor

Target: 60%

Purpose: To evaluate the Contractor’s effort at obtaining outcome data

Data Sources: PEIS Database

Methodology: The numerator is the number of eligible 6-9 year old Target Youths served by the Contractor during the contract period from whom completed Pre-Service Protective Factors Survey Questionnaires and matching Post-Service Protective Factor Survey Questionnaires were obtained. The denominator is the total number of eligible 6-9 year old Target Youths served by the Contractor during the contract period. Divide the numerator by the denominator, multiply by 100 and state as a percentage.

OUTPUT #4: Pre-Service and Post-Service Protective Factors Survey Questionnaires are completed by the 10-17 year old Target Youths served.

Performance Period: Contractor performance for this output is determined annually but measured quarterly throughout the contract period.

Indicator: Percentage of eligible 10-17 year old Target Youths served in the Contractor’s CYD Program from whom completed Pre-Service Protective Factors Survey Questionnaires and matching Post-Service Protective Factor Survey Questionnaires are obtained by the Contractor

Target: 60%

Purpose: To evaluate the Contractor’s effort at obtaining outcome data

Data Sources: PEIS Database

Methodology: The numerator is the number of eligible 10-17 year old Target Youths served by the Contractor during the contract period from whom completed Pre-Service Protective Factors Survey Questionnaires and matching Post-Service Protective Factor Survey Questionnaires were obtained. The denominator is the total number of eligible 10-17 year old Target Youths served by the Contractor during the contract period. Divide the numerator by the denominator, multiply by 100 and state as a percentage.

OUTCOME MEASURES

OUTCOME #1: 6-9 year old Target Youths report an increase in the protective factors

Performance Period: Contractor performance for this outcome is determined annually.

Indicator: Percentage of unduplicated 6-9 year old Target Youths who indicate an absolute increase in protective factors, as determined by comparison of the Pre-Service Protective Factors Survey scores to the Post-Service Protective Factors Survey scores

Target: 75% (The Contractor’s ability or inability to meet or exceed this target will not be the sole means for assessing their success in providing the contracted client services. DFPS reserves the right to revise the target for this outcome measure for any subsequent contract periods based on statewide Contractor performance data.)

Purpose: To evaluate the Contractor’s success at increasing protective factors in the 6-9 year old Target Youths who are served by the Contractor’s CYD Program

Data Sources: PEIS Database

Methodology: For each eligible 6-9 year old Target Youth from whom both Pre- and Post-Service Protective Factors Survey Questionnaires are obtained by the Contractor:

1. Calculate the scores for both the Pre- and Post-Service Questionnaires per instructions in the Protective Factors Survey User Manual.
2. For each set of matching Pre- and Post-Service Questionnaires from the same 6-9 year old Target Youth, subtract the score in the Pre-Service Protective Factors Survey Questionnaire from the corresponding score in the Post-Service Protective Factors Survey Questionnaire to determine an absolute increase, if any.
3. Count the number of Post-Service Protective Factors Survey Questionnaires that indicate an absolute increase.
4. The numerator is the number of Post-Service Protective Factors Survey Questionnaires that indicate an absolute increase in the score. The denominator is the total number of Post-Service Protective Factors Survey Questionnaires completed by eligible 6-9 year old Target Youths. Divide the numerator by the denominator, multiply by 100 and state as a percentage. (The Contractor must meet or exceed the target for Output #3 in order to achieve the target for this outcome.)

OUTCOME #2: 10-17 year old Target Youths report an increase in the protective factors

Performance Period: Contractor performance for this outcome is determined annually.

Indicator: The number of Protective Factors Survey subscales (protective factors) for which 10-17 year old Target Youths indicate an absolute increase by comparing Pre-Service Protective Factors scores to Post-Service Protective Factor scores.

Target: On protective factor which 75% of 10-17 year old Target Youths indicated an absolute increase (The Contractor’s ability or inability to meet or exceed this target will not be the sole means for assessing their success in providing the contracted client services. DFPS reserves the right to revise the target for this outcome measure for any subsequent contract periods based on statewide Contractor performance data.)

Purpose: To evaluate the Contractor’s success at increasing protective factors in the 10-17 year old Target Youths who are served by the Contractor’s CYD Program

Data Sources: PEIS Database

Methodology: For each eligible 10-17 year old Target Youth from whom both Pre- and Post-Service

Protective Factors Survey Questionnaires are obtained by the Contractor:

1. Calculate the subscale scores for both the Pre- and Post-Service Questionnaires per instructions in the Protective Factors Survey User Manual.
2. For each 10-17 year old Target Youth, subtract the subscale scores in the Pre-Service Protective Factors Survey Questionnaire from the corresponding subscale scores in the Post-Service Protective Factors Survey Questionnaire to determine an absolute increase, if any.
3. For each subscale, count the number of Post-Service Protective Factors Survey Questionnaires that indicate an absolute increase.
4. For each subscale, the numerator is the number of Post-Service Protective Factors Survey Questionnaires that indicate an absolute increase in that subscale score (protective factor). The denominator is the total number of Post-Service Protective Factors Survey Questionnaires completed by eligible 10-17 year old Target Youths. Divide the numerator by the denominator, multiply by 100 and state as a percentage.
5. Count the number of subscales (protective factors) for which the percentage equals 75% or more. (The Contractor must meet or exceed the target for Output #4 in order to achieve the target for this outcome.)

OUTCOME #3: 10-16 year old Target Youths served in the Contractor’s CYD Program will not engage in delinquent behavior.

Outcome Performance Period: Contractor performance for this outcome is determined annually.

Outcome Indicator: Percentage of 10-16 year old Target Youths that are not referred to a county juvenile probation program while registered in and receiving services from the Contractor’s CYD Program

Outcome Target: 95%

Purpose: To evaluate the Contractor’s success in providing services that deter delinquent behavior in 10-16 year old Target Youths receiving services from the CYD Program

Data Sources: Texas Juvenile Justice Department database and PEIS database

Methodology: The numerator is the total number of unduplicated 10-16 year old Target Youths served in the Contractor’s CYD Program during the contract period who were also referred to a county juvenile probation program while registered in the Contractor’s CYD Program. An existing protocol for matching youth data maintained in the CYD database with youth data maintained by the Texas Juvenile Justice Department database will be used to establish the numerator. The denominator is the total number of unduplicated 10-16 year old Target Youths served in the Contractor’s CYD Program during the contract period. Divide the numerator by the denominator, subtract this number from one, multiply by 100 and state as a percentage.

DEFINITIONS

Absolute Increase – A documented increase in the score for the Post-Service Protective Factors Survey Questionnaire relative to the corresponding score for the matching Pre-Service Protective Factors Survey Questionnaire.

Completed Protective Factors Survey Questionnaire – For the Child (age 6-9) Protective Factors Survey Questionnaire, the Child must have responded to a minimum of 15 items. For the Youth (age 10-17) Protective Factors Survey Questionnaire, the Youth must have responded to a minimum of 20 items.

Contract Period – The total length of this time frame is limited to all or part of the current fiscal year and shall not exceed 12 months.

Eligible (to respond to the Post-Service Protective Factors Survey Questionnaire) – A 6-17 year old Target Youth that has completed a Pre-Service Protective Factors Survey Questionnaire and;

- Completed the prescribed CYD Program; or
- Participated in the CYD Program for 12 months from the date the Pre-Service Protective Factors Survey Questionnaire was completed.

The Post-Service Protective Factors Survey Questionnaire must be the same version (Age 6-9 or Age 10-17) that was administered to the youth as the Pre-Service Protective Factors Survey Questionnaire. The youth's age is calculated as of the date of registration or September 1st of the current fiscal year if the youth was registered in a previous fiscal year.

Eligible (to respond to the Pre-Service Protective Factors Survey Questionnaire) – A 6-17 year old Target Youth must be newly registered into the CYD Program during the current contract period. The youth's age is calculated as of the date of registration in the contract period assessed.

Post-Service Protective Factors Survey Questionnaire – A tool identical to the Pre-Service Protective Factors Survey Questionnaire administered to the 6-17 year old Target Youth following the receipt of services and designed to assess changes in the levels of the Target Youth's protective factors.

Pre-Service Protective Factors Survey Questionnaire – A tool administered to the 6-17 year old Target Youth prior to the receipt of services and designed to assess the levels of the Target Youth's protective factors.

Protective Factors – Personal characteristics or environmental conditions that interact with risk factors to reduce the likelihood of problem behaviors.

Subscale – Groups of questions on the Youth (age 10-17) Protective Factor Survey Questionnaire indicative of one of five protective factors: Family Bonding/Communication; School Involvement; Individual Self-Esteem/Self-Efficacy; Positive Peer Association; Community Involvement.

Target Youths – Youths through 17 years of age who live in and/or attend school in one of the designated ZIP Code areas or attend school at another eligible public middle or high school located outside of the designated ZIP Code area that has at least 30% enrollment from the designated ZIP Code area as determined by DFPS.

Unduplicated Target Youth – A Target Youth with a unique client ID number who receives at least one service is only counted one time during the performance period.

**Attachment A-2
 Boys & Girls Club – Plan of Operation**

Service Provider Information			
Subcontractor Name: Boys & Girls Club of Corpus Christi		Total Requested CYD Funding Amount: \$53,337.00	
Program Name: After-school and Summer Programs			
Subcontractor Contact Information			
Name:	Title:	E-mail:	Phone Number:
Anne Baker	CPO	annebaker@the-i.net	361-853-2505
Address: 3902 Greenwood Drive Corpus Christi, TX 78416			
Inclusive Dates of Service: From: 9/01/13 To: 8/31/14			
All addresses (locations) where services will be provided, (please use full address):			
1. 3902 Greenwood Drive Corpus Christi, TX 78416			

Program Outputs			
Output #1: Average number of unduplicated youth served monthly* :	32	Output #3: Average number of unduplicated adults served monthly*:	0
Output #2: Number of unduplicated youth served during the fiscal year**:	300-380***	Output #4: Number of unduplicated adults served during the fiscal year**:	0
Calculate the cost of the overall program per youth (Cost per = \$Contract amount / # youth served annually.): \$177.80			

NOTE:
 * *Monthly Average: each youth or adult receiving services within a month is counted once, during each month.*
 ** **Annually: each youth or adult receiving services within the contract period (the fiscal year) is counted once for the fiscal agent**
 *** **Subcontractor will be upheld to lowest number, in the event that the State requires higher outcomes, then the goal will change to the higher number**

Please fill in the following chart to explain how you will reach your target outputs during the fiscal year. If clients will be served only in individual or group services, add the Annual Outputs for both services and enter the sum above. On the other hand, if clients will be served by BOTH individual AND group services, the annual outputs should be identical and that number should be entered above. Be sure to include all services that will be provided. Copy and paste multiple rows as needed.

Individuals:

	Maximum Caseload per staff	Number of staff	Total Number of youth served per program cycle (caseload x # of staff)	Number of program cycles per year	Average number of youth served monthly (caseload x staff - 10%)	Annual Output (monthly output x number of cycles per year)

Groups:

	Maximum group size	Number of group sessions running concurrently	Total number of youth served per program cycle (group size x # of concurrent group sessions)	Number of program cycles per year	Average Monthly Output: (group size x # of group sessions - 10%)	Annual Output (monthly output x number of group cycles per year)
Academic Support	28	1	28	1 (10week)	25	50
Recreational	10	4	40	5 (6 week)	36	180
Recreational-summer	20	4	80	1	72	72

1. Is this CYD Program a stand-alone program or component of a larger program? The program is the amalgam of all the separate services provided.

- Stand-alone
- Component of a larger program (Name of the larger program **Boys & Girls Club**)

2. Check the services to be provided:

- Youth-Based Curriculum Activity
- Family-Based Curriculum Activity
- Family Focused Service
- Recreational Services
- Academic Support Services
- Life Skills Classes
- Mentoring
- Youth Leadership Development
- Youth Advisory Committee Business

3. 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

CYD Program Description

4. Describe the services to be provided. Be sure to include every service indicated in the check box above.

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.

5. Identify the days and times that services will be provided. Be sure to include every service indicated in the check box above.

Service	Location	Day	Time
Academic Support (<i>Power Hour</i>) [during school year]	Club	Monday – Friday	3:00 – 6:00
Academic Support (Summer)	Club	Monday – Friday	8:00 – 5:00
Recreational (After-school) [during school year]	Club	Monday - Friday	3:00 – 6:00
Recreational (Summer)	Club	Monday – Friday	8:00 – 5:00
Recreational (Athletic Leagues) [during school year]	Club	Saturday	10:00 – 3:00

6. Describe what startup activities will be necessary, including but not limited to hiring and training staff,

publicizing your program in the community, and recruiting youth to the program. Provide a brief timeline for all activities.

Our program has been in operation for years, so there is no need for “startup activities” to begin serving 78415 youth in the next cycle of funding. However, we do provide ongoing training to current staff and orientation to all new staff (typically, summer only).

We publicize our program in the community through visits to feeder schools and through the media on a regular basis. Fortunately, the quality of our programming is well known and recognized just through “word-of-mouth” in our community.

7. Identify the frequency, intensity and duration of services for a client:

The beauty of our programming is that it serves each child on a daily basis, every day of the week during both the school year and summer.

During the school year, on a daily basis, each child receives help in academics, opportunities to be physically active, and is fed a healthy snack after school.

During the summer program each child is enriched through educational opportunities provided by A&M University students, is fed a hot meal and snack, and benefits from swimming, fieldtrips and a variety of recreational programs.

The frequency, intensity and duration of our services are what set us apart from any other youth development organization in our community. We truly believe we save lives, one child at a time, by being available throughout the year. When members attend the Club regularly, they are more likely to demonstrate positive outcomes.

Service Type use the service type names first and individual program names in parentheses, if needed	For Whom target youth, primary caregiver	Frequency daily, weekly, monthly (1 service does <u>not</u> equal a time period such as an hour)	Duration the amount of time it will take <u>a client</u> to complete the program	Intensity The total # of sessions <u>per client</u>
Academic Support (<i>Power Hour</i>)	Youth	Daily (30 days/month)	1 month	30 sessions (30-day terms)
Recreation Services (includes <i>Triple Play</i> and Athletic Leagues as well as daily gym activities)	Youth	Daily (30 days / month)	1 month	30

Copy and paste additional rows if needed.

8. Describe specific strategies of the proposed program that will reduce or prevent the impact of juvenile

crime.

To prevent a child from embracing juvenile crime, he/she needs:

1. to feel he/she “belongs”
2. to experience academic success
3. To have fun in a safe, caring and nurturing environment.

The Boys & Girls Club provides each child with a means to fulfill these needs.

1. A member of the Boys & Girls Club has a *membership* card that is scanned every day. This simple mechanism gives us the capability of tracking our kids, but it also gives the child a very strong sense of “belonging.”
2. The academic success achieved through one-on-one tutoring and the benefit of actually having an adult staff person care about each child’s academic performance is what enables our kids to succeed academically.
3. We provide a safe, caring and nurturing environment for each child. Our Club is a safe haven from the crime-filled environment of many neighborhoods where gang wars are a daily issue.

Neighborhood-centered Clubs such as ours provide programming in specialized areas, including character development, educational enhancement and career exploration. Through a system of informal guidance, Club staff form strong bonds with our members, helping them to make smart choices in life. For many Club members, Club staff are the most influential positive adult role models in their lives.

- 9. Identify the program target in terms of the specific number of unduplicated (the first time a youth is seen) CYD participants to be served over the proposed contract period. Describe any variances in the average number of youth served that may occur per month (i.e. December is typically slower because the program is closed for half the month, etc).**

Our target is to serve 300-380 youth over the contract period. Our experience has been that the average number of youth served on a daily basis during the school year will be less than during the summer. It will also rise during the athletic league season (October through April); however the summer has always been our highest daily attendance season.

- 10. Describe how you will work to keep the duplication rate down to below 20% of the entire target. (Duplication rate is calculated by the number of youth that participate between programs).**

Keeping the duplication rate down to below 20% of the entire target will certainly be a challenge, as we do not have any control of what other services our youth may take advantage of outside of the Boys & Girls Club. We will make every effort to work toward that goal by noting what other programs our clients are taking advantage of and trying to adjust accordingly.

- 11. If you have been previously funded by this program, what were your target goals and did you meet or exceed your target goals?**

We have always met our target goals, and we have often exceeded them. For the last few years our goals have been between 350 and 420 clients served. This year our goal was 463 and we met it on June 8 – well before the end of the funding period.

- 12. Identify the target population to be served:**

Youth
<p>Is any part of the program designed to serve ages other than the CYD target population of 10-17? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please describe: We serve youth ages 6 – 18, so our programs are designed accordingly. However, since we separate our youth into age groups: 6 – 9 yrs.; 10 – 12 yrs.; and teens; our Age-appropriate programming serves us well in the expectations of the CYD program.</p>
<p>Is any part of the program specifically designed to serve only males or females? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please describe: Our regular academic and recreational programs are not designed to serve only males or females. However, In some instances, such as our athletic leagues, we offer separate but equal experiences (e.g. girls’ volleyball, boys’ basketball, girls’ kickball).</p>
<p>Is any part of the program specifically designed to serve a specific racial or ethnic group? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please describe:</p>

13. If applicable, identify any program model or curriculum to be implemented and include the developer of the program (e.g. All Stars Curriculum by Tanglewood).

Triple Play is a key curriculum used by the Boys & Girls Club on a weekly basis in an effort to address the healthy life-style issues facing our young members. *Triple Play* is part of Boys & Girls Clubs of America’s Sports, Fitness and Recreation core program areas. This core program area consists of an array of effective programs for equipping Club members with crucial skills needed to become healthy, fit and successful adults.

Healthy Habits, the *MIND* component, is a Club-wide strategy to promote health and well-being through active learning from the gym to the learning center.

The *BODY* component boosts a Club’s traditional physical activities to a higher level by providing sports and fitness activities for all our members.

The *SOUL* element has redefined the game room, where kids play board and table games, compete in tournaments and enjoy each others’ company. The staff helps members learn social skills while teaching them how to work together.

The *Triple Play* program consciously incorporates elements of belonging, competence, usefulness and influence.

14. Identify the CYD Program’s goals and objectives. All goals and objectives should address the impact on juvenile delinquency. Goals are broad statements of what your program is intended to achieve. Objectives are specific, measurable, achievable, relevant and time-focused statements.

Goal(s):

During the school year, our After-school program goal is to provide services that enhance a child’s academic performance in school, thereby promoting educational excellence and discouraging delinquent behavior.

Our summer program goal is to provide a safe haven from exposure to juvenile delinquency while promoting healthy life skills through educational and recreational programs.

Objective(s):

To track grade progression and content mastery of each child served in our After-school program.

To promote healthy living skills, as measured by our Triple Play Program

- 15. Describe the evaluation plan for the program to include: staff responsible for evaluation, how evaluation data will be collected, how evaluation data will be conveyed to relevant staff and how evaluation data will be used to revise or improve the program, to include at least the results of the satisfaction surveys. Include a list of measurement tools that will be collected, if applicable, to demonstrate on-going program effectiveness and implementation of the program design.**

We administer the surveys provided by CYD program, and we track academic progress by through the kids' reports cards (each grading period). The staff at our front desk manages the CYD surveys, and the education coordinator handles the academic evaluation. We have our own Pre- and Post- surveys for the Triple Play and other programs. The staff responsible for each area handles their respective component of the *Triple Play* program.

Client Recruitment and Retention

16. Recruitment

a. Describe the process for recruitment of at-risk youth and their families. Provide a description of any outreach strategies used to encourage referrals and collaboration. Include recruitment efforts to address cultural diversity. Identify those agencies and organizations which are likely to refer clients.

At the beginning of each school year, our staff visits each 78415 school to distribute flyers, make presentations to the PE classes, and meet with principals to establish a cordial partnership. We have an established relationship with several of the schools whose students we serve.

b. Describe any community based outreach and awareness events or activities your program will implement or participate in this year. We participate in United Way rallies, area Health Fairs and Community festivals; however our greatest recruitment tool remains our visits to 78415 schools.

17. Retention

a. Describe strategies used to engage youth and their families. Describe any techniques you will implement to establish trust, build rapport, and maintain relationships with your target population.

Our retention rate is quite exceptional. Retaining our members is more a matter of parental stability than it is our programming; though we certainly make every effort to keep our kids positively engaged and happily productive in all program areas. The satisfaction rate among our families is very high, as our staff works hard to build rapport with the youth and parents.

b. Will your program offer incentives for participation? Yes No

If yes, describe the types of incentives and how they will be used (Note: Please refer to the PEI policy on

incentives). Every season the A&M, Hooks, Hammer Heads and others give us free tickets to games and other events. We use these as incentives. We do not buy incentives, as the community provides plenty without our having to purchase anything.

c. Describe your plans to retain youth in the program and ensure youth complete the program. Describe how you will recover youth who stop attending services to return to the program. Our programs run year-round and offer parents a much needed alternative for after-school and summer programs. Most of our parents understand the limited openings and the need to keep their children returning for our after-school and summer programs. We do keep track of our youth, and will make phone calls to check up on any who are absent for unknown reasons.

Volunteer Recruitment, Training, and Retention

18. Will this program use volunteers? Yes No

If yes, describe the procedures for recruiting and screening volunteers and what criteria will be used to ensure they are a good fit to deliver the proposed services.

19. Explain the tasks which will be assigned to volunteers (mentoring, tutoring, presenting), how they will be trained, supervised, and retained (once a month supervision is required per the RFP).

20. If volunteers will serve as mentors, state the adult to youth ratio.

NOTE: All volunteers must be cleared with a DPS Criminal Background Check and a DFPS Child Abuse Registry check through the ABCS system PRIOR to access to clients and/or client records. All volunteers must be given monthly support for their work with youth.

Accessibility

21. Discuss potential barriers (e.g. transportation, child care, etc.) to providing services to program participants and how you will overcome those barriers. If transportation will not to be offered, identify the processes that are used to ensure that these factors are not obstacles to accessing services.

We have no shortage of youth due to lack of transportation. We provide van pick-up services to several 78415 schools, and we have an RTA bus stop right in front of our Club on Greenwood. Also, many students walk to the Club.

22. Describe the “safe passage” plan for youth/families without transportation. There is no higher priority than the safety of our program participants. We provide only licensed drivers vetted by our insurance company. We use parental consent forms prior to transporting any youth and each must buckle up before the van moves. Whenever transportation for larger groups is required, we use buses provided by the school district or RTA.

Staffing Plan

23. Use the table below to describe the staffing plan, including the back up staffing plan 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 coverage, if necessary).

The Boys & Girls Club only charges 40% of three staff salaries to the CYD grant. All remaining staff and payroll is included in our in-kind match.

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

24. Describe staff supervision and support. 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.

25. Describe the use of sub-subcontractors, if any are used. We do not sub-contract.

26. Describe the ratio of staff to youth served. There is a staff-to- youth ratio of 1:25.

27. Describe the required position qualifications, including level of experience and education for all positions that work with the CYD program. 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

Company History and Demonstrated Effectiveness

28. Give a brief history of the organization in terms of the length of time it has been a youth service provider, and explain any gaps in service. If there is no history of the organization, then describe the guiding principles/philosophy of the organization.

We celebrated 50 years of service in 2007! The Boys & Girls Club of Corpus Christi daily fulfills our mission: *To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens* through our youth development programs.

The Club was chartered as a *Boys Club* in 1957 by Sheridan Lewis, President of Southern Community Gas Company, in response to a growing delinquency problem in our area. The first clubhouse opened in the La Armada Housing project. The response was so overwhelming that he built the Greenwood Unit in 1969.

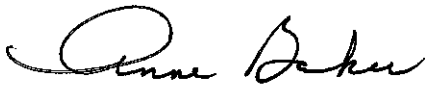
Still operational today, the Greenwood Unit is a 30,000 square foot facility, on 15 acres, on the west side of Corpus Christi. The Greenwood Unit features an air-conditioned modern gym, a learning center, two

computer labs (one for 6 to 12 year olds and one for 13 to 18 year olds), a game room, a teen room, a commercial kitchen, and an auditorium that can hold 300 people. Located behind the building, kickball, soccer and flag football fields keep youth active. A pool and a playground complete the site. Our enrollment in 2010 was 1,998 members, ages 6 – 18.

29. Describe the capability of working with at-risk youth related to the organizations past experience or guiding principles/philosophy. We are extremely capable of working with at-risk youth, as that is our mission, and our role in doing is what we're all about.

30. Describe your past history (if any) with the CYD program. Have you previously been funded, if so, provide total number of years and dollars in funding you have received? In six years of funding, we've received \$302,965, averaging \$50,400 per year. This year, as of June 8, we have 463 CYD youth enrolled.

Signature of Person completing the Plan of Operation for the Subcontractor:



Signature

Anne Baker
Printed Name

7-29-13

Date

Attachment A-3

Program Requirements - FY2014

78415 Community Youth Development

Plan changes. Plan changes to budgets and plan of operation are each limited to three during the fiscal year with the final plan change to be submitted no later than June 1. Any additional request for plan changes will require a waiver prior to requesting the change. All waiver requests must be submitted to the CYD Program Manager with the original signature of the contract's authorized signatory and must completely document specific compelling reasons for the request. Waiver requests must be submitted at least 30 days in advance of the anticipated plan change and are subject to DFPS's approval.

Automated Background Checks. All staff and volunteers that work or will work on the contract are required to have background checks conducted through the Automated Background Check System (ABCS) who have contact with client or client information or if salary is reimbursed through the contract. It is assumed that staff including, but not limited to, Executive Directors and Chief Financial Officers will have access to clients or client records due to their oversight roles; therefore, require a cleared background check.

Quarterly Reports and Corrective Action Plans. Each quarter the Subcontractor is required to submit a Quarterly Report no later than 30 days after the end of the first, second and third quarters. The Quarterly Report must include information on the program, how the subcontractor is performing and any corrective action plans that are required. At the end of the year the subcontractor is required to submit a Fourth Quarter/Annual Report that provides ongoing information regarding achievements and challenges in implementing the CYD program during the 4th quarter and the full contract year.

A corrective action plan must include a statement of the problem, proposed steps to be taken, timeline for each step, person(s) responsible for implementing each step, and person responsible for oversight of the plan to ensure it is implemented correctly. Corrective action plan/s must be submitted on the required template and must outline the measures that will be taken by subcontractor to address each performance measure that is off track.

Program Services. Youth may not participate solely in one-time activities. If one-time activities are planned as a service, they should be an added value for youth already participating in other CYD Program Services and cannot be a stand-alone service.

Direct service staff of the Subcontractor must be at least 18 years of age, have a High School Diploma or GED, and 1 year of experience in the health and human services field to include work with youth.

Program Forms and Social Security Numbers. Contractors are required to complete **ALL** fields of the program form such as the registration form, in its entirety including the **social security numbers field**. If a client refuses to provide their social security number, contractors must document refusal in the case file. The expectation is that contractors make a good faith effort to obtain social security numbers and other information listed on the program form. Sections of the program registration forms that have an asterisk are required fields in the database; however, the expectation is that the form is completed thoroughly.

All services provided in accordance with the Subcontractor's approved Plan of Operation must be tracked using the appropriate documentation forms. Service documentation must be complete, accurate and maintained in an organized fashion. Subcontractor must maintain records in a manner which protects the confidentiality of the clients being served. Service documentation must include, but is not limited to:

- Sign-in sheets, particularly for group activities
- Monthly Service Tracking Forms
- Satisfaction Surveys

Documentation may also include, if applicable:

- Service plans
- Referral logs
- Case notes, including phone logs, home visit notes, office visit notes, etc

All services provided by subcontractor must have valid documentation that supports verification of participant attendance, such as sign-in sheets or attendance rolls, including a **signature certifying the validity** of the information, individual/group progress notes, materials/hand-outs used and additional documentation as appropriate to the program.

Client files must include, at a minimum, the following forms completed:

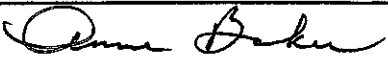
- The DFPS Registration Form
- CYD Risk Factor Survey
- Pre-service Protective Factors Survey
- Post-service Protective Factors Survey

Cost Reimbursements. Subcontractors must submit reimbursement requests by the 5th of each month. The City nor DFPS is obligated to pay unauthorized costs or to pay more than Subcontractor's allowable and actually incurred costs consistent with federal and state regulations. The reimbursement made to Subcontractor will not exceed actual costs to provide the services under this Contract and Subcontractor's actual costs, both direct and indirect, must be **allowable, reasonable, and allocable**.

Reallocation of Funds. Subcontractor agrees that if after careful review by the Fiscal Agent it does not appear that the subcontractor will utilize all funding by the end of the third quarter (April 30), the Subcontractor could lose uncommitted funds in excess of \$2,500, subject to reinstatement through the appeals process set below. Fiscal Agent will notify Subcontractor in writing of the pending budget reduction to Subcontractor's budget and give Subcontractor fourteen (14) calendar days to respond. If Subcontractor does not respond within fourteen (14) calendar days, then the budget adjustment will be made and Subcontractor must submit an adjusted budget to Fiscal Agent that reflects the reduced budget amount within fourteen (14) calendar days thereafter. However, if Subcontractor disagrees that excess funds are available, then Fiscal Agent and Subcontractor will meet at an agreed upon time and Subcontractor will be given the opportunity to present their case. Fiscal Agent will make the final decision whether to reinstate or forfeit any of Subcontractor's excess uncommitted funds. Any excess funds forfeited by any Subcontractor will be used for other CYD programs.

Controlled Assets. Subcontractors must complete an inventory list of any controlled assets (ex. computers, furniture, etc) purchased either in part or in full by DFPS funds using an inventory list form. A new inventory list will need to be submitted to the City during each contract renewal cycle.

Budget for CYD Service Contracts
Attachment B-1 - Budget Forms

Summary Page		SubContractor	Boys & Girls Club of Corpus Christi
		Contract Period	09/1/13 - 08/31/14
Cost Category		<i>A</i>	
		Grand Total	
(1A) Personnel - Salaries		\$49,550.40	
(1B) Personnel - Fringe Benefits		\$3,786.60	
Subtotal		\$53,337.00	
(2) Travel		\$0.00	
(3) Materials, Supplies and CA		\$0.00	
(4) Equipment (Rent/Lease/Purchase)		\$0.00	
Subtotal		\$0.00	
(5) Other Costs (list below)		\$0.00	
Subtotal		\$0.00	
Grand Total		\$53,337.00	
% of Total		16.7%	
Total estimated number of participants to be served:			300 - 380
Total Cost per Youth			\$178 - \$140
Certified by:		Anne Baker	
Signed:			
Title:		Chief Professional Officer	
Date:		7-29-13	

Budget for CYD Service Contracts
Attachment B-1

(1A) Personnel - Salaries		<i>Contractor</i>		Boys & Girls Club of Corpus Christi	
		<i>Contract Period</i>		09/1/13 - 08/31/14	
Position or Title	A #Staff	B Avg. Monthly Salary	C %Time (on contract)	D #Months of Service	E Total AxBxCxD
Unit Director/over-all programming	1	\$3,750.00	40.00%	12	\$18,000.00
Learning Center	1	\$4,073.00	40.00%	12	\$19,550.40
Front Desk	1	\$2,500.00	40.00%	12	\$12,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total Salaries	\$49,550.40
For monitoring purposes, timesheets and payroll data must be kept on file.					
Costs not allowable if already being paid by other sources.					

**Budget for CYD Service Contract
Attachment B-1**

(1B) Personnel - Fringe Benefits	<i>Contractor</i>	Boys & Girls Club of Corpus Christi	
	<i>Contract Period</i>	09/1/13 - 08/31/14	
Type of Fringe Benefits	A Total		
Programming	\$1,372.60		
Learning Center	\$1,496.00		
Front Desk	\$918.00		
Total Fringe Benefits	\$3,786.60		
For monitoring purposes, payroll data must be kept on file.			
Costs not allowable if already being paid by other sources.			

SUBCONTRACTOR: Boys & Girls Club
CONTRACT PERIOD: 9/01/2013 to 8/31/2014
TITLE: Community Youth Development Program

Request No.
 Reporting Month

**ATTACHMENT B-2
 BUDGETED INFORMATION SUMMARY AND REIMBURSEMENT REQUEST**

	Amount Budgeted	% of Budget	(1) YTD Expended	% Expended	(2) YTD Invoiced	(1) - (2) Amount Requested*	*City Use Only Amnt. Paid
Personnel - Salaries							
Programming	\$ 18,000.00	34%	\$ -	0%	\$ -	\$ -	
Learning Center	\$ 19,550.40	37%	\$ -	0%	\$ -	\$ -	
Front Desk	12,000.00	22%	-	0%	-	-	
TOTAL	49,550.40	93%	-	0%	-	-	
Personnel - Fringe							
Programming	1,372.60	3%	-	0%	-	-	
Learning Center	1,496.00	3%	-	0%	-	-	
Front Desk	918.00	2%	-	0%	-	-	
TOTAL	3,786.60	7%	-	0%	-	-	
Personnel - Travel							
Local Travel	-	0%	-	#DIV/0!	-	-	
TOTAL	-	0%	-	#DIV/0!	-	-	
Materials and Supplies							
Materials & Supplies	-	0%	-	#DIV/0!	-	-	
Program Supplies	-	0%	-	#DIV/0!	-	-	
Digital Camera	-	0%	-	#DIV/0!	-	-	
Summer Program Supplies	-	0%	-	#DIV/0!	-	-	
TOTAL	-	0%	-	#DIV/0!	-	-	
Equipment							
Copier Leases	-	0%	-	#DIV/0!	-	-	
TOTAL	-	0%	-	#DIV/0!	-	-	
Other Costs							
Registration	-	0%	-	#DIV/0!	-	-	
Insurance-Students	-	0%	-	#DIV/0!	-	-	
Transportation	-	0%	-	#DIV/0!	-	-	
Food & Snacks	-	0%	-	#DIV/0!	-	-	
RIS-General	-	0%	-	#DIV/0!	-	-	
TOTAL	-	0%	-	#DIV/0!	-	-	
TOTAL	\$ 53,337.00	100%	\$ -	0%	\$ -	\$ -	

* Amounts expended cannot exceed amount budgeted.

I certify that the expenditures shown above are true and that supporting documentation is attached to substantiate them.

 Subcontractor's Authorized Signature Date

 Payment Authorization Signature Date

Attachment B-3

Boys & Girls Club of Corpus Christi

Budget Narrative FY14

(1a) Personnel-Salaries = \$49,550.40

Salaries charged to this grant are based on current year compensation and potential increases in next year's budget. The percentage is based on the portion of staff's time being charged to the grant. The number of staff for each position is limited to the most important salaried staff who are responsible for the over-all program operations and documentation of all CYD data requirements as well as one hourly staff. Typically, we have ten staff during the After-School program and 25 or more during the Summer Program. However, these three positions are full-time salaried positions that assume the most responsibility for all programs, and the one hourly serves at the front desk and in the program.

Programming	18,000.00
Social Recreation	19,550.40
Front Desk	12,000.00

(1b) Personnel-Fringe Benefits, Employer's Share = \$3,786.60

The only benefits charged are FICA at 7.65%.

Programming	1,372.60
Social Recreation	1,496.00
Front Desk	918.00

(1c) Personnel-Travel = \$0

No travel is being charged.

(2) Materials and Supplies = \$0

No materials/supplies are being charged.

(3) Rental, Lease, or Purchase of Equipment = \$0

No rental, lease, or purchase of equipment is being charged.

(4) Other Costs = \$0

It actually cost us over \$250 per member to serve our youth at the Greenwood site. The total charged to the grant equates to an average of \$140 per youth for an entire year of services. Total cost of serving 300-380 CYD youth is \$95,000. Our share of cost will be \$37,663.00.

Attachment C

STANDARD TERMS AND CONDITIONS (Community Youth Development Program Contracts)

Parties. For the purposes of this document, the *Texas Department of Family and Protective Services* will hereinafter be referred to as the **Department**. The *City of Corpus Christi* will hereinafter be referred to as the **Fiscal Agent**. "*Boys & Girls Club*" will hereinafter be referred to as the **Subcontractor**. The Community Youth Development Program will hereinafter be referred to as **CYD Program**.

SECTION 1. LEGAL AUTHORITY

Subcontractor assures and guarantees that it possesses the legal authority to enter into this Contract, to receive the funds authorized by this Contract, and to perform the services Subcontractor has obligated itself to perform under this Contract. The person signing this Contract on behalf of Subcontractor hereby warrants that he/she has been fully authorized by Subcontractor to execute this Contract on behalf of Subcontractor and to validly and legally bind the Subcontractor to all the terms, performances, and provisions herein set forth.

Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Subcontractor further agrees to cooperate fully with the State Auditor's Office or its successor, including providing all records requested. Subcontractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subcontractor and the requirements to cooperate is included in any subcontract it awards.

The Subcontractor agrees to be in compliance with all applicable Federal, State and local laws, including but not limited to, the following: 45 Code of Federal Regulations ("**CFR**") Part 74, Office of Management and Budget ("**OMB**") Circulars A-133, A-110, A-21, A-87 and A-122 as applicable, the Uniform Grant Management Standards (UGMS) as applicable and 40 Texas Administrative Code ("**TAC**") 732.240-256 as applicable and amended. In the event of any conflict or contradiction between or among the regulations referenced in this Contract, the regulations shall control in the following order of precedence: 45 CFR Part 92, OMB Circulars A-87, A-122, A-110, and 40 TAC 732.240-256.

SECTION 2. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Fiscal Agent is contracting with Subcontractor as an independent contractor. No provision of this Contract or act of the Fiscal Agent in performance of this Contract shall be construed as making Subcontractor the agent, servant, or employee of the Fiscal Agent; employees of Subcontractor are not employees of the Fiscal Agent; and Subcontractor is solely responsible for employee payrolls and claims arising therefrom.

SECTION 3. FINANCIAL LIMITATIONS AND CONSIDERATIONS

- A. This Contract is at all times contingent upon the availability and receipt of State or Federal funds that has been allocated to the Fiscal Agent of this Contract and, if funds for this Contract become unavailable during any budget period, this Contract may be immediately terminated or reduced at the discretion of the Fiscal Agent.
- B. The Fiscal Agent agrees to pay the Subcontractor from available funds for each service 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 Fiscal Agent. If program income accrues, the Subcontractor agrees to return to the Fiscal Agent any income that exceeds actual costs

incurred for services rendered under this Contract. In no event shall payments exceed the total budgeted amount as originally approved in this Contract or as subsequently amended by both parties.

- C. The basis for payment for services rendered under this Contract is indicated in the service terms in the budget. The Subcontractor agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures of the Fiscal Agent. The Fiscal Agent is not obligated to pay unauthorized costs or to pay more than the Subcontractor's allowable and actually incurred costs consistent with Federal and State regulations.

The method of payment is cost reimbursement. This means that costs should only be billed after they have actually been incurred and have been paid by the Subcontractor. Costs should be billed to the month in which they were incurred, either on the primary billing voucher for that month or on a supplemental billing, if they are not paid in time to include them on the primary voucher. Costs should not be billed to the Fiscal Agent if they have not yet been paid.

- D. Payment for services rendered under this Contract will be made in accordance with the documentation outlined in the Budget Information Summary and Reimbursement Request, as set out in Attachment B-2 to this Contract. Payment shall be authorized only upon the submittal of an appropriate invoice and supporting documentation to the Fiscal Agent.
- E. Funds under this Contract cannot be earned prior to the first day nor after the last day of the Contract Period. Funds also cannot be charged prior to the execution of the signed contracts. All signatures must be obtained before contract is deemed active.
- F. The Fiscal Agent shall not be liable to Subcontractor for any charges under this Contract which exceed the total funding amount specified.
- G. All funds unearned or unexpended in the performance of this Contract shall be retained by the Department.
- H. The Subcontractor is responsible for submitting bills in an accurate and timely manner by the 5th day following the month in which services are provided. The Fiscal Agent will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment. Reimbursements to Subcontractor will be paid by the Fiscal Agent when payment is received from the Department.
- I. The Subcontractor understands and agrees that prior written approval must be secured:
1. For transfers between line items for any dollar amount. Lack of prior approval in these instances will be grounds for nonpayment of the item or items involved;
 2. When transfers, regardless of the amount, would result in a significant change in the character or scope of the programs. Lack of prior approval in these instances will be grounds for recovery of unapproved payments and termination of this Contract at the option of the Fiscal Agent; and
 3. When needing to add a line item, cost, or expenditure to the budget. Approval must be obtained in writing prior to incurring the expense/cost.
- J. *For unit rate Contracts only:* The Subcontractor shall provide the Fiscal Agent a total bill each month in the format prescribed by the Fiscal Agent and shall accept as payment in full the Contracted unit rate reduced by an amount equivalent to the required percentage of certified local

resources as applicable.

- K. Buy Texas. In accordance with Texas Government Code § 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

SECTION 4. LIABILITY FOR REPAYMENT

- A. All payments under this Contract are subject to audit by the Department and the Fiscal Agent. Subcontractor shall assume liability for repayment of funds disbursed where such disbursement is subsequently determined to be improper or unauthorized. Subcontractor shall provide the Fiscal Agent with a feasible plan for repayment of disallowed costs with non-Federal funds. Repayment of such funds to the Fiscal Agent shall be in accordance with the Prompt Payment Act. Subcontractor shall also repay to the Fiscal Agent any funds found to have been paid for the same service from funds other than CYD Program funds. In the case of duplicate payments, the Fiscal Agent may also withhold any earned funds of Subcontractor under this Contract or any other Contract pending satisfaction of any repayment obligations under this Contract or any other Contract due to payments which were improper or unauthorized.

SECTION 5. CHANGES AND AMENDMENTS

The Subcontractor agrees to notify the Fiscal Agent immediately of any significant change affecting the Subcontractor including, but not limited to, change of Subcontractor's name or identity, ownership or control, governing board membership, personnel, or payee identification number. Subcontractor shall provide notice in writing to Fiscal Agent within ten (10) working days of change.

No changes or amendments to this Contract shall be made except in writing and signed by both parties hereto, unless such change is in the form of a written notice of modification or directive issued by the Fiscal Agent as described below.

- A. The Fiscal Agent may give a notice of modification or directive in the event any alterations, deletions, or additions are required due to changes in Federal or State laws or regulations applicable to CYD programs, which changes shall take effect automatically upon the effective date of such Federal or State laws or regulations.
- B. The Fiscal Agent may give a notice of modification or directive to reduce the level of funding under the Contract in the event of a reduction of funding to the Fiscal Agent under any Federal, State or local program.
- C. The Fiscal Agent may issue a policy directive that shall have the effect of establishing, interpreting, clarifying or qualifying the terms of this Contract. Such policy directives may not alter the terms of this Contract in order to relieve the Fiscal Agent of any obligation to pay for performance rendered or costs incurred by Subcontractor prior to the date of such directive.
- D. The Fiscal Agent may give a notice of modification to increase the amount of funds available under this Contract if such funds become available and it is in the best interest of the Fiscal Agent to do so without the solicitation of additional proposals.

SECTION 6. ACCOUNTING REQUIREMENTS

The Subcontractor agrees to adhere to Generally Accepted Accounting Principles promulgated by the

American Institute of Certified Public Accountants and to follow Fiscal Agent and Department fiscal management policies and procedures in submitting timely billing and maintaining financial records required to be kept under this Contract.

SECTION 7. RECORD KEEPING / REPORTING REQUIREMENTS

- A. The Subcontractor agrees to submit service delivery reports required by this Contract, self-evaluations of performance, and other reports requested by the Fiscal Agent or Department in appropriate format and on a timely basis; and 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 Fiscal Agent, the Department, the U.S. Department of Health and Human Services (“**DHHS**”), or their authorized representatives.
- B. The Subcontractor agrees to maintain financial, programmatic, and supporting documents, statistical records, inventories of nonexpendable property acquired, and other records pertinent to claims submitted during the Contract Period for a minimum of five (5) years after the termination of the Contract Period, or for five (5) years after the end of the Federal fiscal year in which services were provided if this Contract has no specific termination date. If any litigation, claim, or audit involving these records begins before the five (5) year period expires, the Subcontractor will keep the records and documents for not less than five years and until all litigation, claims, or audit findings are resolved. The case is considered resolved when a final order is issued in litigation, or a written agreement is entered into between the Department/Fiscal Agent and the Subcontractor. Contract Period means the beginning date through the ending date specified in the original Contract; extensions are considered to be separate Contract periods.
- C. Subcontractor shall complete and submit all necessary data on participants enrolled in its program and must do so according to instructions and definitions prescribed by the Department and the Fiscal Agent.
- D. Failure to submit required reports to the Fiscal Agent may result in withholding by the Fiscal Agent of any payments otherwise due until such time as the Subcontractor meets the delinquent obligations.
- D. Subcontractor shall submit a self-evaluation report within 30 days following the end of the Contract Period. The self-evaluation report should address the accomplishments of the program/services, the effectiveness of the services provided, and the attainment of output measures, evidence-based performance measures and program goals listed in this Contract.

SECTION 8. SUBCONTRACTING

- A. Subcontractor agrees not to sublet, assign, transfer, convey or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written approval of the Fiscal Agent, which includes full disclosure of the particulars of such agreement and special assurances that such third party shall comply with all provisions of the governing laws, the terms and conditions of this Contract, State of Texas policies, Federal regulations and Fiscal Agent policies, including the qualifications of the Subcontractor to perform and meet standards of this Contract and the Community Youth Development Plan of Operation. A non-governmental Subcontractor shall assume full liability for any third party actions and shall hold harmless the Fiscal Agent, the Department, and the State of Texas from the actions of any third party. Failure by a non-governmental Subcontractor to inform the Fiscal Agent of the intent to involve any third party shall relieve the Fiscal Agent, the Department, and the State of Texas of any and all liability and may result in initiation of procedures to terminate this Contract, among other remedies that Fiscal Agent or Department may be entitled to seek. The Fiscal Agent shall not be obligated or liable under this

Contract to any party other than Subcontractor for payment of any monies or for provisions of any goods or services unless the Fiscal Agent in writing specifically agrees to such liability.

- B. The Subcontractor further agrees to provide statements from Sub-subcontractors signed by an official duly authorized to legally obligate the Sub-subcontractor and attest to the fact that it shall provide the services as represented in this Contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each Sub-subcontractor who will provide services as part of this Contract. Each Sub-subcontractor may be required to submit ownership information and other information related to this Contract. The Subcontractor must disclose to Fiscal Agent any and all information regarding the Sub-subcontractors as it pertains to this Contract, during the Contract Period.
- C. Subcontractor shall have protest procedures in place to handle and resolve disputes relating to its procurement.
- D. Any of the work or services specified in this Contract which shall be performed by other than Subcontractor shall be evidenced by a written Contract specifying the terms and conditions of such performance. Subcontractor shall maintain and adhere to an appropriate system, consistent with Federal, State, and local law, for the award and monitoring of Contracts which contain acceptable standards for ensuring accountability.
- E. Subcontractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by Subcontractor.

SECTION 9. PUBLICITY

The Subcontractor agrees to place prominent notices acknowledging the funding it receives from the Fiscal Agent and Department in all of its literature that describes services covered by this Contract. This notice will also appear in the Subcontractor's annual financial report, if any is issued. Additionally, the Subcontractor agrees to the following:

- A. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with CYD Program funds, Subcontractor shall state the percentage of the total costs of the program or project which will be financed with those CYD Program funds.
- B. Subcontractor shall give credit to the Department and Fiscal Agent as the funding source in all oral representations, written documents, publicity and advertisements regarding any CYD activities. Wording shall be as follows: **A Program Funded through the City of Corpus Christi by the Texas Department of Family and Protective Services.**
- C. Subcontractor shall not publish or cause to have published the results of its function and participation in the program activity without prior review and approval by the Fiscal Agent and Department.

SECTION 10. TECHNICAL ASSISTANCE

- A. The Fiscal Agent will provide a central information system for complete information on each participant and will maintain a central communication system for the proper and timely disbursement of information and resource documents. The Fiscal Agent will provide technical assistance found to be needed through performance reviews or monitoring reports.

- B. The Fiscal Agent may schedule staff meetings, other meetings or training sessions to assist in the administration of this Contract. Subcontractor shall ensure the attendance of its director or other specified personnel at such meetings.

SECTION 11. MONITORING AND ASSESSMENT

- A. The Subcontractor agrees to provide services in accordance with the provisions of this Contract and to allow the Fiscal Agent and Department, and their representatives, to monitor, audit, evaluate, and otherwise review the services provided and related documentation.
- B. The Subcontractor agrees to cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Subcontractor which may be conducted by the Fiscal Agent, the Department or DHHS, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this Contract or subcontracts, which may be found after review by the Fiscal Agent, the Department or DHHS; and to be responsible for the timely and proper collection and reimbursement to the Fiscal Agent and the Department of any amount paid in excess of the proper billing amount.
- C. Representatives of the Fiscal Agent and Department may periodically, without advance notice, monitor Subcontractor for compliance, financial management and performance of the terms and conditions of this Contract. The monitoring process will include an analysis of program data provided by the Subcontractor to assess the performance of this Contract and the quality of services. Monitoring shall include review of results of criminal background checks and affidavits required under this Contract of all Subcontractor employees or volunteers in direct client contact.
- D. Upon conclusion of a monitoring review, the Fiscal Agent or Department will present all findings and recommended corrective actions, if applicable, to Subcontractor.
- E. Unless otherwise directed, Subcontractor shall respond in writing to the Fiscal Agent within thirty (30) calendar days after receipt of the monitoring report with all corrective actions planned or taken and specific detailed procedures and actions initiated to preclude any recurrence of the practices, discrepancies, and irregularities identified in the monitoring report.
- F. The Fiscal Agent or Department, as may be applicable, upon receipt of Subcontractor's written response to the monitoring report, shall evaluate the corrective action plan and determine whether the corrective action plan shall be undertaken, whether an alternative plan is needed, or whether the goals or standards need to be modified. Regardless of the course of action taken, the Fiscal Agent shall ensure that positive actions, procedures, and practices are initiated to preclude recurrence or non-compliance. Upon written request, the Fiscal Agent shall provide technical assistance to Subcontractor in correcting the deficiencies noted. Fiscal Agent shall conduct follow-up visits to review pending deficiencies and to assess the efforts made to correct them. If such deficiencies persist, Fiscal Agent may withhold funds and move to terminate this Contract in accordance with Section 33.
- G. All such corrective actions shall remain open pending completion and issuance of a written statement of closure by the Fiscal Agent or Department, as applicable.

SECTION 12. PROPERTY

- A. The Subcontractor agrees to assume responsibility for the protection of all physical property and equipment used at facilities being maintained to carry out this Contract and take appropriate measures to meet this obligation. All such property will be adequately safeguarded against

vandalism, loss, damage, or theft. Subcontractor must acquire and maintain property insurance for any and all equipment purchased with CYD Program funds. The Fiscal Agent, the Department, and the appropriate authorities shall be notified in writing in the case of theft, or suspected theft, within twenty-four (24) hours of discovery. Any missing, damaged, or destroyed property will be reported immediately in writing to the Fiscal Agent and the Department and will include the circumstances concerning the loss. An investigation shall be conducted by the Subcontractor to determine the cause, and the results shall be reported in writing to Fiscal Agent and the Department. Any property missing, damaged or destroyed shall be replaced by the Subcontractor, at Subcontractor's own expense. In addition, in the event of any theft, vandalism, or other offense against the property or equipment, the Subcontractor shall notify the appropriate local law enforcement authorities.

- B. The Subcontractor agrees to adhere to the provisions of 45 CFR Part 92 regarding the return to the Department of any equipment bought under this Contract with funds allocated to the Fiscal Agent or the Subcontractor. The Subcontractor agrees that it will not give any security interest, lien, or otherwise encumber any item of equipment purchased with Contract funds. The Subcontractor agrees to permanently identify all equipment with appropriate tags or labels affixed to the equipment and to maintain a current inventory record of the equipment which must be made available to the Fiscal Agent and the Department upon request.
- C. The property shall be maintained in good condition at all times. Unless waived by the Fiscal Agent and Department, all maintenance and repair costs associated with any property shall be borne by the Subcontractor. All property must be returned to original condition, except for normal wear and tear, prior to return of the property to the Fiscal Agent.

SECTION 13. TAXES

The Fiscal Agent and the Department will not be liable for Federal, State, or local excise taxes incurred by or assessed against Subcontractor. The Subcontractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with the issuance of Internal Revenue Service Form W-2s to common law employees. The Subcontractor is responsible for both Federal and State unemployment insurance coverage and standard workers' compensation insurance coverage. The Fiscal Agent and Department will not be liable to the Subcontractor or its employees for any unemployment or workers' compensation coverage, or Federal or State withholding requirements. The Subcontractor must comply with all Federal and State tax laws and withholding requirements. The Subcontractor shall indemnify the Fiscal Agent and Department and pay to the Fiscal Agent or Department all costs, penalties, or losses whatsoever occasioned by the Subcontractor's omission or breach of this section.

SECTION 14. DISPUTES

The Fiscal Agent is responsible for hearing any grievances, including disputes, claims or protests, arising out of the administration and operations of programs funded under CYD Program. Non-discrimination complaints alleging a violation of the CYD Program must be initiated by filing a Grievance Information Form within 365 days of the action complained of. Non-discrimination complaints that do not allege a violation of the CYD Program may be initiated by filing a Grievance Information Form within 30 days of the action complained of. Correspondence regarding a complaint or grievance should be directed to the attention of the Fiscal Agent.

SECTION 15. INDEPENDENT AUDIT

The Subcontractor agrees to submit an annual financial and compliance audit of the Subcontractor's fiscal year-end in accordance with the Single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations).

- A. Subcontractor understands and agrees that it shall be liable for all costs associated with said audit.
- B. Subcontractor understands and agrees that it shall be liable to the Fiscal Agent for any costs disallowed as a result of said audit in accordance with the "Liability for Repayment" provisions of this Contract, as set out in Section 4 of these Standard Terms and Conditions.
- C. The Fiscal Agent and Department reserve the right to conduct an independent audit of all funds received under this Contract. The audit may be performed by the Fiscal Agent, a certified public accounting firm, or other auditors as designated by the Fiscal Agent or the Department. Such audit will be conducted in accordance with applicable professional standards and practices.
- D. In the event a final audit has not been performed prior to termination of this Contract, the Fiscal Agent shall retain the right to recover funds after fully considering the recommendations on disallowed costs resulting from such final audit.
- E. Subcontractor and auditors performing monitoring or audits of Subcontractor or its Sub-Subcontractors shall immediately report to the Fiscal Agent and the Department any incidents of fraud, abuse, or other criminal activity in the relation to the provisions of this Contract or applicable State Regulations.

SECTION 16. PREVENTION OF CONFLICTING INTERESTS

- A. Every reasonable course of action shall be taken by the Subcontractor to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Contract shall be administered in an impartial manner, free from personal, financial, or political gain. Subcontractor, its executive staff, and employees, in administering this Contract, shall avoid situations that give an appearance or suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- B. No member, officer, agent, or employee of the Fiscal Agent or the Department who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her financial interest.
- C. Executives and employees of Subcontractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and shall exercise due diligence to avoid situations which give rise to an appearance or assertion that favorable treatment is being granted by friends and associates who are also members, officers, agents, or employees of the Fiscal Agent or the Department. A permanent record of any transaction involving a Subcontractor who is also a friend or associate of a member, officer, agent, or employee of the Fiscal Agent or the Department shall be retained when it is in the public interest for the Fiscal Agent or the Department to conduct business with such person.
- D. Members, officers, agents, and employees of the Fiscal Agent or the Department and elected officials shall not solicit nor accept money or any other consideration from Subcontractor or any other third person for the performance of an act reimbursed in whole or in part by the Fiscal Agent or the Department. Supplies, materials, equipment, or services purchased with Contract funds shall be used solely for the purposes allowed under this Contract. No member of the Fiscal Agent or the Department shall cast a vote on the provision of services by that member or by any organization which that member represents or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

SECTION 17. FRAUD AND ABUSE PREVENTION

- A. Subcontractor shall establish, maintain, and utilize internal program management procedures sufficient to provide for proper and effective management and the prevention of fraud and abuse in all activities funded under this Contract.
- B. Failure on the part of Subcontractor to comply with the provisions of this Contract or with the Department, or applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds and termination of this Contract for cause.
- C. Subcontractor shall ensure diligence in maintaining programs under this Contract including the carrying out of appropriate monitoring activities and in taking immediate corrective action against known violations of Department regulations.
- D. Subcontractor shall notify the Fiscal Agent and Department immediately, by the fastest means available, upon discovery of any incident of fraud, or suspected fraud, involving this program.

SECTION 18. INDEMNIFICATION

The Subcontractor shall indemnify and hold harmless the Fiscal Agent and the Department, their officers, agents, representatives, and employees, from and against any and all claims or losses for physical damage to property or injury to persons resulting from negligence, misconduct, or any act or omission on the part of the Subcontractor, its officers, agents, employees, representatives, or Sub-subcontractors. In the event of loss, damage, or destruction of any property due to the negligence, misconduct, act or omission of the Subcontractor, the Subcontractor shall indemnify and pay full cost of repair, reconstruction, or replacement, at the discretion of the Fiscal Agent and Department. Such cost shall be due and payable by the Subcontractor within ten (10) calendar days after the date of receipt of written notice from the Fiscal Agent or Department of the amount due. The State of Texas, Department, and Fiscal Agent, and their respective employees, officers, agents, and representatives can neither agree to hold the Subcontractor harmless nor agree to indemnify the Subcontractor and any provisions to the contrary are void.

SECTION 19. SECTARIAN INVOLVEMENT PROHIBITED

Subcontractor shall ensure that no funds under this Contract shall be used directly or indirectly in the support of any religious or anti-religious activity, worship, or instruction.

SECTION 20. POLITICAL ACTIVITY/LOBBYING

The Subcontractor will not use any funding under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.

No funds provided under this Contract may be used in any way to influence or attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress or for lobbying with State or local legislators. Subcontractor shall comply with the requirements of New Restrictions on Lobbying imposed by 29 CFR 93, dated February 26, 1990, clarified by Notice in the Federal Register, Vol. 55, No. 116, dated June 15, 1990, and codified at 31 United States Code (“**USC**”) 1352, as amended. Subcontractor shall comply with the certification and disclosure requirements in Attachment F to this Contract.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. Subcontractor shall comply with all applicable Federal and State regulations and with Department policies and procedures regarding services delivered under this Contract including, but not limited to, the following:

1. Title VI of the Civil Rights Act 1962 (Public Law 88-352)
Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)
Americans with Disabilities Act of 1990 (Public Law 101-336)
Age Discrimination Act of 1975
Title IX of Education Amendments of 1972
Food Stamp Act of 1977; and
The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

and all amendments to each, and all requirements imposed by the regulations issued pursuant to these Acts. In addition, the Subcontractor agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code, as amended. These laws provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, physical/mental disability, drug or alcohol abuse or alcoholism, 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;

2. Texas Health and Safety Code, Section 85.113, as amended, relating to workplace and confidentiality guidelines regarding AIDS and HIV;
3. Immigration Reform and Control Act of 1986, as amended, regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this Contract;
4. 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. This provision does not limit the Fiscal Agent's or the Department's right of access to client case files or other information relating to clients served under this Contract. The Department shall have an absolute right of access to and copies of such information, upon request;
5. Promptly report any suspected case of child abuse or neglect to the appropriate Child Protective Services offices within the Department as required by the Texas Family Code, Chapter 261, as amended. All reports must be made within 24 hours of the discovery of abuse or neglect;
6. If specific qualifications are set forth in job descriptions required by the Department, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the Department;
7. Verify and disclose, or cause its employees and volunteers to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 481 of the Texas Health and Safety Code. This verification and disclosure will be required of all who have direct contact with clients or who have access to personal client information prior to such contact or access, and shall be accomplished through use of (a) a criminal history background check and (b) a signed declaration by each employee or volunteer testifying to this information, both of which shall be maintained by the Subcontractor available for review by the Fiscal Agent or the Department

and renewed every two years.

8. Comply with Federal ,State and local licensing and certification requirements, health and safety standards, and regulations prescribed by the DHHS and TDPRS;
 9. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 USC 7401 et seq., as amended, and the Federal Water Pollution Control Act, 33 USC 1251 et seq., as amended;
 10. Immediately remove any agent, officer, employee, representative, or volunteer from direct client contact who is alleged to have committed child abuse, neglect, or exploitation, or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code, as amended, or an offense under the Texas Controlled Substances Act. If it is determined that the employee or volunteer has not committed such offenses, the employee or volunteer may again be assigned to direct client contact; provided however, the Subcontractor shall notify the Fiscal Agent and the Department of its intent to reassign within ten (10) working days prior to the reassignment. The Subcontractor must provide the Fiscal Agent and the Department with further information concerning the reasons for the reassignment upon the request of the Fiscal Agent or the Department. If the employee or volunteer is found to have committed any of the offenses listed in this paragraph, the employee or volunteer shall not be reassigned to duties involving any direct contact with clients. Subcontractor may request that the Fiscal Agent and Department waive this Contract provision with respect to a specific employee or volunteer and specific misdemeanor charges;
 11. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations and Federal circulars, as amended;
 12. Allow any of Subcontractor’s employees to testify in judicial proceedings and administrative hearings, at the request of the Department or Fiscal Agent; and,
 13. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163), as amended.
- B. The Subcontractor shall have written participant and employee grievance procedures consistent with applicable Federal and State requirements. The Subcontractor shall establish and maintain complaint procedures to resolve all complaints arising directly or indirectly out of this Contract.
- C. As subcontracts and supplier contracts become necessary to carry out the requirements of this Contract, Subcontractor covenants to make a good faith effort to contract with historically underutilized or disadvantaged businesses certified as such by the State of Texas. Subcontractor shall make a good faith effort to contract at least thirty (30) percent of the total value of all subcontracts and supplier contracts for the performance of the activities required by this Contract to historically underutilized or disadvantaged businesses.

SECTION 22. REPORTING ABUSE, NEGLECT, OR EXPLOITATION

Subcontractor 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.

SECTION 23. HEALTH AND SAFETY STANDARDS

Health and safety standards established under Federal, State and local laws are applicable to working conditions of participants in programs under this Contract. With respect to any participant in a program conducted under this Contract who is engaged in activities which are not covered by health and safety standards under the Occupational Safety and Health Act of 1970, as amended, the Fiscal Agent and the Department may prescribe such standards as may be necessary to protect the health and safety of such participants.

SECTION 24. INSURANCE

- A. When Subcontractor is not a governmental entity with taxing authority, the following provisions shall apply: Insurance shall be provided for direct delivery of protective services and other services under this Contract. The Subcontractor shall obtain and furnish proof of the following bonding and insurance coverage within forty-eight (48) hours of the award of this Contract or at such other time as may be specified by the Fiscal Agent or the Department:
1. Dishonesty bonding under a commercial crime policy or business services bonding, at a \$10,000.00 minimum or up to the Contract amount, whichever is greater;
 2. Commercial General Liability Coverage at a five hundred thousand dollar (\$500,000) minimum for each occurrence limit and one million dollars (\$1,000,000) minimum aggregate limit. The Fiscal Agent and Department shall be provided with at least 30 days notice of policy or bond cancellation, intent to not renew, or material change in the policy or bond;
 3. Automobile liability insurance in the broad form, applicable if Subcontractor uses an automobile, whether owned, leased, or non-owned in conducting its performance under this Contract, is required which shall have a minimum required coverage of \$500,000 combined single limit. In the event Subcontractor requires its employees, trainees, volunteers, or other agents to utilize their own automobiles in the performance of this Contract, Subcontractor shall secure and maintain on file from all such persons a self-certification of such coverage; and
 4. Workers' compensation and adequate on-site medical and accident insurance shall be required for all of Subcontractor's employees and enrolled participants, respectively, appropriate to participant activity. Workers' compensation coverage shall be required of all organizations serving as employers of record for any participant, whether that organization is the Subcontractor or a third party; on-site medical and accident insurance shall be required for all non-work setting and classroom training activities for participants not qualifying as employees under the workers' compensation laws. Participants who are employees must be given comparable benefits afforded by the employer to other employees of similar standing in the employer's workforce.
- B. All coverage must be with insurance companies or carriers rated for financial purposes "A" or better whose policies cover risks located in the State of Texas. All bonds, policies, and coverage described above shall be maintained during the entire term of Contract awarded. Lapse of any coverage or bond required herein shall be considered breach of Contract and Contract awarded shall be immediately cancelled.
- C. The Department may waive all or part of these insurance requirements at its discretion.
- D. When Subcontractor is a governmental entity with taxing authority, Subcontractor shall be required to provide only the workers' compensation insurance coverage, as set out above, but shall also be subject to the indemnification provisions contained in Section 19 (Indemnification) of these

Standard Terms and Conditions.

- E. The Fiscal Agent shall be named as a Certificate Holder on all policies named above and such coverage shall not be canceled or materially changed unless, 30 days prior to the effective date, a written notice is sent to the Fiscal Agent at the address specified in this Contract. Unless waived by the Fiscal Agent, the Fiscal Agent shall not be responsible for the payment of premiums or assessments on such policies.

SECTION 25. DEBARMENT AND SUSPENSION

- A. The Subcontractor shall comply with the Federal regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, as amended, and, in so doing, provide to the Fiscal Agent and the Department, upon Subcontractor's signature and execution of this Contract and prior to Fiscal Agent's execution of this Contract, a certification bearing the following statement:

Subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

A copy of this certificate and regulations shall be provided to Subcontractor by Fiscal Agent.

- B. Additionally, the Subcontractor shall comply with this regulation and requirement with regards to its subcontractors. Subcontractor shall require the same certification from its subcontractors, which shall be forwarded to Fiscal Agent along with the request for Sub-subcontractor approval as required by Section 8 (Subcontracting) of these Standard Terms and Conditions.

SECTION 26. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

- A. In developing, copying, and disseminating reports or other information under this Contract, the Subcontractor agrees to the following:
 - 1. Grant to the Department the right to copyright, use, reproduce, and distribute any material written or produced by the Subcontractor that is the subject of this Contract; and
 - 2. Defend any claims, suits, or proceedings brought against the State of Texas, the Department or the Fiscal Agent on the issue of infringement of any copyright by any product, or any product part, supplied by the Subcontractor to the Fiscal Agent or Department under this Contract. The Subcontractor will pay, subject to limitations specified in this section, any final judgment entered against the State of Texas, the Department, or the Fiscal Agent on this issue in any suit or proceeding defended by the Subcontractor. The Subcontractor will be relieved of this obligation if, within 30 days after the Fiscal Agent and Department receive notice, the Fiscal Agent or Department fails to notify the Subcontractor in writing of any claim, suit, or proceeding and, at the Subcontractor's expense, give the Subcontractor all information needed to defend any claim, suit, or proceeding subject to the jurisdiction of the Attorney General of Texas.
- B. With respect to any invention resulting from this Contract, the Fiscal Agent and the Department have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.
- C. The Subcontractor shall report to the Fiscal Agent and the Department within 30 days and in

reasonable written detail each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Subcontractor has knowledge.

- D. In the event of any claim or suit against the Fiscal Agent or the Department on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed under this Contract, the Subcontractor shall furnish to the Fiscal Agent and the Department, when requested, all evidence and information at the expense of the Fiscal Agent or the Department except where the Subcontractor has agreed to indemnify the Fiscal Agent or the Department.
- E. The Subcontractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services expected to exceed \$15,000.

SECTION 27. DISCLOSURE OF CONFIDENTIAL INFORMATION

Subcontractor agrees to maintain the confidentiality of any information regarding applicants, program participants, and their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the applicant or participant, such information may be disclosed only as necessary for purposes related to the performance or evaluation of this Contract and to persons having responsibilities under this Contract. However, Subcontractor's information may be subject to required public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code.

SECTION 28. COMMUNICATIONS

All notices and requests given to or made to the parties must, except as otherwise specified, be in writing and delivered or mailed at the notice addresses specified on the Cover Sheet of this Contract. The parties may change their notice addresses upon five (5) written days notice to the other party. Any notices or requests are deemed given upon actual delivery or depositing the same with the U.S. Postal Service, properly addressed, postage prepaid, certified mail, return receipt requested. In some instances, email correspondence may be utilized and this communication is to be treated as having received a written correspondence.

SECTION 29. GENERAL STANDARDS OF PERFORMANCE

- A. Subcontractor agrees that the level of services and activities performed shall be maintained in accordance with the terms and conditions of this Contract.
- B. The Performance Measures, Attachment A-1 to this Contract, Plan of Operation, Attachment A-2 to this Contract, Budget, Attachment B-1 to this Contract, Budget Narrative, Attachment B-3 to this Contract and Program Requirements, Attachment C-1 to this Contract, constitute promised performance under this Contract. If Subcontractor fails to meet the performance goals for any monthly period as specified under this Contract, this Contract is subject to obligation or termination in accordance with this Contract.

SECTION 30. ENTIRE AGREEMENT

- A. All oral or written agreements between the parties relating to the subject matter of this Contract made prior to the execution of this Contract have been incorporated herein.
- C. Subcontractor understands and agrees that the Attachments designated on the Cover Sheet of this Contract are a part of this Contract and constitute promised performance by Subcontractor under this Contract.

SECTION 31. CONTINGENT ON FUNDING

This Contract is at all times contingent upon the availability and receipt of Federal or State funds that the Fiscal Agent and Department have allocated to this Contract; and if funds for this Contract become unavailable during any budget period, this Contract may be immediately terminated or reduced at the discretion of the Fiscal Agent or Department.

The Fiscal Agent's obligation is contingent upon the availability of funds from which payment for the Contract can be made. No legal liability on the part of the Fiscal Agent for payment of any money arises unless and until funds are made available to the Fiscal Agent.

SECTION 32. TRAINER QUALIFICATIONS

- A. Subcontractor agrees to ensure that instructors, trainers, counselors and other professional and paraprofessional staff shall be properly certified where required by the Federal, State or local laws. Subcontractor agrees to ensure that instructors, trainers, counselors professional and paraprofessional and other staff shall possess education, training, and or experience to provide the skills, knowledge, and abilities necessary to perform the duties of the position. The Fiscal Agent or Department reserves the right to review and approve all staff qualifications and certifications.
- B. Staffing personnel must be maintained at the level negotiated and contracted for between the Subcontractor and the Fiscal Agent. Changes in staff positions or reduction in hours shall be immediately reported to Fiscal Agent for review and approval.
- C. Subcontractor agrees and understands the performance of work proposed, negotiated, and contracted for must be maintained at the level agreed upon at initiation of this Contract. Any deviation from these requirements must be reported to Fiscal Agent. Failure to maintain qualified personnel, the required level of performance, approved curriculum, and other pertinent quality control standards required by the Fiscal Agent and Department may constitute a breach of this Contract, grounds for termination of this Contract by the Fiscal Agent or the Department, and refund of amounts to Fiscal Agent or Department.

SECTION 33. TERMINATION

- A. If the Subcontractor fails to provide services according to the provisions of this Contract, the Fiscal Agent or Department may, upon written notice of default to the Subcontractor, with opportunity to cure within 30 to 60 days, terminate all or any part of the Contract. Termination may be exercised in addition to any other rights and remedies provided by law or under this Contract.
- B. The Fiscal Agent or the Department, based on information from monitoring or other verifiable sources, may terminate this Contract for cause, upon written notice of default to the Subcontractor and opportunity to cure within 30 to 60 days, or take other actions, including, but not limited to:
 - 1. requiring the Subcontractor to take specific corrective actions in order to remain in compliance with any contractual provision;
 - 2. to recoup payments made to the Subcontractor or impose administrative error sanctions based on audit findings of violations of Contract requirements; and,
 - 3. to suspend, place into abeyance or remove any contractual rights to include, but which are not limited to, withholding of payment, cessation of placement and removal of all Contract rights.

- C. If Federal or State laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligations under this Contract.
- D. This Contract may be terminated at any time by mutual consent. In addition, either party to this Contract may consider it to be canceled by giving 14 calendar days advance written notice to the other party. This Contract will be terminated at the end of the 14 day period. Nothing in this section shall be construed to prohibit immediate termination of the Contract pursuant to the sections above. This Contract shall otherwise terminate by the date specified in the Contract Cover Sheet.
- E. At the end of the Contract term or other Contract termination or cancellation, the Subcontractor, in good faith and in reasonable cooperation with the Fiscal Agent and the Department, shall 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.
- F. The Department shall suspend or revoke this Contract if the Subcontractor is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The Fiscal Agent shall also suspend or revoke this Contract if the Subcontractor's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Legislature of the State of Texas, as it may be amended.

SECTION 34. FORCE MAJEURE

The Subcontractor agrees to be financially liable for undue delays or failures in Contract performance except for any delay in or failure of performance of any requirement caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance at the discretion of the Department, in the exercise of reasonable diligence, until these exigencies have been removed. The Subcontractor shall inform the Fiscal Agent and the Department in writing of proof of such force majeure within three (3) business days or otherwise waive this right as a defense. The Subcontractor agrees that breach of this provision entitles the Fiscal Agent or Department to reduce or stop payments, immediately terminate this Contract, collect partial or whole payment for services not timely delivered, collect other liquidated damages including the amount of any bond for Contract amount, and any other remedies available to the Fiscal Agent and Department under the terms of this Contract, in equity, or under Texas law.

SECTION 35. MONTHLY PERFORMANCE REVIEW

Subcontractor will be notified monthly and/or quarterly by written correspondence to identify the Subcontractor's performance in accordance with the performance measures identified in Attachment A-1. These reviews will be considered as Notice of Performance and may be used as a determination of performance.

SECTION 36. SUSPENSION OF PAYMENTS.

If the Fiscal Agent determines in its sole discretion that Subcontractor is not meeting all performance measures in Attachment A-1, or if Fiscal Agent determines in its sole discretion that Subcontractor is not in compliance with all provisions of the Contract, the Fiscal Agent shall provide written notice of such deficiency to Subcontractor and Fiscal Agent may suspend payments to Contractor until such time as Contractor is in full compliance with the performance measures and all other provisions in this contract. Subcontractor will be given prompt written notice and the opportunity for a hearing within fourteen (14) calendar days from such suspension.

SECTION 37. REPAYMENT OF FUNDS.

Subcontractor shall issue repayment of funds to Fiscal Agent within 14 calendar days of Fiscal Agent's written demand for repayment if Fiscal Agent determines in its sole discretion that Subcontractor has not met the Performance Measures identified in Attachment A-1.

SECTION 38. SUBCONTRACTOR COMPLIANCE WITH PRIMARY CONTRACT

Subcontractor accepts and agrees to abide by all terms and conditions of the primary contract between the City of Corpus Christi and the Texas Department of Family and Protective Services ("Primary Contract") regarding the Community Youth Development Program. The Primary Contract is incorporated by reference and the Subcontractor is bound to all the requirements, terms, and conditions of the Primary Contract. The Primary Contract controls in the event of any conflict with this subcontract.

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. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify the accuracy of all the statements contained in this section, Signor must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

A. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Executive Orders 12549 and 12689 require DFPS to screen each covered Signor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Signor certifies the following:

1. That Signor is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
2. That Signor will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.
3. That Signor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

B. Certification Regarding Lobbying.

State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Signor certifies, to the best of its knowledge and belief, that:

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 Signor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

3. The Signor shall require that the language of this certification be included in the award documents for subcontracts and that all subcontractors shall certify and disclose accordingly.

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

C. Certification Regarding 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.

D. Drug-Free Workplace Certification.

Signor certifies that it will or will continue to provide a drug-free workplace by:

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;
2. Establishing an ongoing drug-free awareness program to inform employees about—
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (D)(1);
4. Notifying the employee in the statement required by paragraph (D)(1) that, as a condition of employment under the grant, the employee will—
 - a. Abide by the terms of the statement; and
 - b. 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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (D)(4)(b) 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 shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(4)(b), with respect to any employee who is so convicted—

a. 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

b. 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;

7. Making a good faith effort to continue to maintain a drug-free workplace.

E. Anti-Trust Certification.

Pursuant to 15 U.S.C. Sec. 1, *et seq.* and Tex. Bus. & Comm. Code Sec. 15.01, *et seq.*, Signor certifies that neither the Signor nor the firm, corporation, partnership, or institution represented by the Signor, 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.

F. Deceptive Trade Practices.

Signor 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. Signor 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. Signor 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.


concerning this certification may be terminated and payment withheld if this certification is inaccurate.

G. Prohibited Responses and Contracts.

Pursuant to Texas Government Code §2155.004–006, Signor certifies that the individual or business entity named in this form is eligible to receive the specified contract and acknowledges that any contract

H. Financial Interests; Gifts. Signor certifies that neither Signor 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. Signor 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.

As the duly authorized representative (Signor) of the Potential Contractor, I hereby certify that the Potential Contractor will comply with the above certifications.

Anne Baker	
Printed Name of Authorized Representative	Signature of Authorized Representative
CPO	7-29-13
Title of Authorized Representative	Date
Boys & Girls Club	23792861-1
Legal Name of Potential Contractor	Procurement or Contract Number