

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 12, 2017

☒ **Consent**

☐ **Regular**

☐ **Ordinance**

☐ **Public Hearing**

Department

Submitted By: Youth Services Department

Submitted For: Outreach and Community Programming Division

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** Community Based Agency Contract with Prime Time Palm Beach County, Inc., (Prime Time) for the period beginning October 1, 2017, through September 30, 2018, with two (2) one-year options to renew at the County's sole discretion, in an amount not to exceed \$275,984, to provide afterschool programs throughout Palm Beach County schools.

Summary: Since 2015, the Board has contracted with Prime Time for middle school out-of-school programs. This Contract will enable Prime Time to continue to provide services to practitioners and youth at 17 sites throughout the County. Prime Time will also provide additional learning and enhanced professional development to practitioners through the ACHIEVE Out-of-School Time (OST), a tiered incentive award program to practitioners with a middle school population. Prime Time will contract with Palm Beach Zoo to serve 150 additional youth for a middle school specific summer camp, focusing on STEM related careers (environmental science, biology, veterinary medicine, mathematics and computer science). The trainings will continue using an outcome-driven approach. Countywide (HH)

Background and Justification: The funding provided under this Contract, will allow Prime Time to continue its programs using an outcome-driven approach. Prime Time utilizes: (i) the Palm Beach County Program Quality Assessment (PBC-PQA), a nationally vetted evaluation method for measuring quality and gauging progress; and (ii) the Quality Improvement System (QIS), a system known as the most established QIS across the country. Additional services include credit and non-credit pathways (courses offered to obtain professional certificates and for future associate degrees) offered at Palm Beach State College (College), which have been developed by Prime Time and the College. These services have proven to have a positive impact on the program quality in the schools, and on the youth.

Attachment:

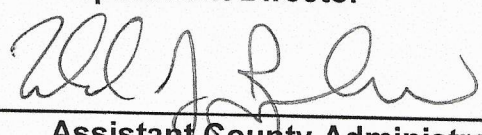
1. Community Based Agency Contract w/Prime Time (2)

Recommended by:


Department Director


Date

Approved by:


Assistant County Administrator


Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs		\$275,984			
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		\$275,984			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Yes X No

Budget Account	Exp No:					
	Fund	<u>0001</u>	Dept	<u>154</u>	Unit	<u>2529</u>
	Rev No:				Obj	<u>3401</u>
	Fund	<u> </u>	Dept	<u> </u>	Unit	<u> </u>
					Obj	<u> </u>

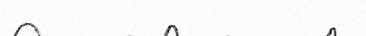
A. Recommended Sources of Funds/Summary of Fiscal Impact:


The fiscal impact associated with this contract will be funded by proposed FY 2018 ad valorem.

Departmental Fiscal Review: Michelle Lysna (12)

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


 8/23/17
 OFMB KP EO
 8/22 8/23


 9/1/17
 Contract Development & Control
 9/1/17

B. Legal Sufficiency:

Helene Colford
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

COMMUNITY BASED AGENCY CONTRACT

This Contract is made as of the _____ day of _____, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Prime Time Palm Beach County, Inc., a not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is 65-1071628.

WHEREAS, the AGENCY is a not-for-profit agency providing services to residents of Palm Beach County; and

WHEREAS, the AGENCY has agreed to assure access to funded services for the COUNTY departments, divisions and/or programs; and to assure that individuals referred from the COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the attached **Exhibit A** (Scope of Work). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. No changes in the Scope of Work or services are to be conducted without the written approval of the Palm Beach County Youth Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency with offices in Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

The COUNTY'S representative/liaison during the performance of this Contract shall be Geeta Loach-Jacobson, Director of Outreach & Community Programming (telephone no. 561-242-5700).

The AGENCY'S representative/liaison during the performance of this Contract shall be Suzette L. Harvey, President/Chief Executive Officer, (telephone no. 561-732-8066).

ARTICLE 2 - SCHEDULE

- A. The AGENCY shall commence services on October 1, 2017, and complete all services by September 30, 2018.

- B. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 13.
- C. This Contract may be extended for two (2) one (1) year terms, at the COUNTY'S sole discretion. If the COUNTY wishes to extend this Contract, DEPARTMENT shall request the AGENCY to submit a proposed Scope of Work and Schedule of Payments for the next fiscal year (October 1 – September 30) that would be due by May 1st of the then current fiscal year. Annual contract extensions will be subject to a review of contract adherence, program performance, and implementation fidelity. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this Contract may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

ARTICLE 3 - PAYMENTS TO THE AGENCY

- A. The COUNTY shall pay to the AGENCY for services rendered under this Contract not to exceed a total amount of TWO HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS (\$275,984). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in the attached **Exhibit B** (Schedule of Payments) for services rendered toward the completion of the attached Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 15th of each fiscal year. Any amounts not requested by October 15th, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- C. Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with this Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by the COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.
- D. The COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 6 – INSURANCE

The AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as the COUNTY'S review or acceptance of insurance maintained by the AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the AGENCY under this Contract.

- A. **Commercial General Liability** – The AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis and shall include Sexual Abuse/Molestation Coverage at a sublimit of not less than **\$250,000**.
- B. **Business Automobile Liability** – The AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event the AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing the AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The AGENCY shall provide this coverage on a primary basis

- C. **Worker's Compensation Insurance & Employers Liability** – The AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes. The AGENCY shall provide this coverage on a primary basis.
- D. **Additional Insured** – The AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Waiver of Subrogation** – The AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then the AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should the AGENCY enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance** - Prior to execution of this Contract, the AGENCY shall provide initial evidence to the COUNTY'S representative, at the address below, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect.

Palm Beach County Youth Services Department
Attn: Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

During the term of this Contract, and prior to each subsequent renewal thereof, the AGENCY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation ten (10) days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the Certificate Holder:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

- G. **Umbrella or Excess Liability** - If necessary, the AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Right to Review** – The COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. The COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 7 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

ARTICLE 9 – WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or clients' demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. The AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions within their control and within their Contract responsibilities that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. The AGENCY may hire employees prior to obtaining the Level 2 Background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 10 – NON-DISCRIMINATION

The AGENCY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The AGENCY has submitted to the COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the AGENCY does not have a written non-discrimination policy or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to the COUNTY that the AGENCY will conform to the COUNTY'S non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 11 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or the AGENCY.

ARTICLE 12 – AGENCY’S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. The AGENCY shall maintain separate financial records for Community Based Agency (CBA) Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. CBA’s cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT will be requested as desk and/or on-site monitoring on a periodic basis. The administrative cost is to be maintained separately for each individual service category and be available as in the detailed general ledger. These costs must support the unit rate and number of units billed.
- B. The AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent or unspent, or are for any reason deemed to have been spent on ineligible expenses.
- C. The AGENCY shall maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
- D. The AGENCY shall not disseminate any private or confidential data collected, maintained, or used during the course of the Contract period except as authorized by statute during the Contract period or thereafter.
- E. The AGENCY shall allow the COUNTY through the DEPARTMENT to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the attached Scope of Work. All contracted programs/services will be reviewed at least yearly. Outcome reports will be reviewed on a quarterly basis.

The DEPARTMENT staff may utilize and review other funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

F. Reporting requirements.

1. The AGENCY shall submit reports to identify outcomes and information so that DEPARTMENT staff is able to determine performance of services being provided.
2. Reports shall be provided at the following intervals and in the report formats as identified in **Exhibit A**.
 - i. Quarterly reports shall be due no later than the 15th of the month and shall include the applicable data for the preceding quarter.
 1. Quarterly reports shall be due in January, April, July and October.
 2. The first report is due no later than January 15th.
 - ii. Failure to provide any of the above report information in a timely fashion in a format acceptable to the COUNTY, may be grounds for financial reimbursements to be held by the COUNTY staff, or may be considered in future funding decisions.

G. Mandatory meetings.

The AGENCY shall have a representative attend mandatory meetings as may be set by COUNTY.

H. The AGENCY shall participate in further evaluation, conducted by DEPARTMENT, or on behalf of DEPARTMENT. In addition to monitoring, this may include assessment to investigate program effectiveness. Accordingly, the AGENCY shall:

1. Collect individual participant pre and post-implementation data, if applicable.
2. Submit enrollment, attendance, and any necessary data and reports to DEPARTMENT program monitor and/or evaluator, or to other data collector working on behalf of DEPARTMENT.
3. Administer client satisfaction surveys provided by the COUNTY.

ARTICLE 13 - ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Sections 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable account principles:

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two bound originals of the audit are due thirty (30) days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Palm Beach County Youth Services Department
Attn: Geeta Loach-Jacobson, Director of Outreach & Community Programming
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

The AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 14 - CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

ARTICLE 15 – DRUG-FREE WORKPLACE

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Contract a copy of the statement specified in this Article, Paragraph A.
- D. In the statement specified in this Article, Paragraph A, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.

- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 16 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans with Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), Miami Tower, 100 SE 2nd Street, Suite 1500, Miami, FL 33131.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 18 - CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

Notwithstanding anything contained herein, the AGENCY shall be required to submit each subcontractor's information to the COUNTY, and the COUNTY will provide written acceptance/non-approval to the AGENCY.

ARTICLE 20 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 21 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 22 - ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 23 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract. These documents shall include data for monitoring and evaluation as applicable. Client files and records will remain the property of the AGENCY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 24 - TERMINATION

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another agency funded by the COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the Contract within thirty (30) days of the termination date.

ARTICLE 25 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a contract amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 27 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Youth Services Department
Attn: Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

Prime Time Palm Beach County, Inc.
Attn: Suzette L. Harvey, President/CEO
2300 High Ridge Road, Suite 330
Boynton Beach, FL 33426

ARTICLE 28 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the COUNTY.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 29 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such

application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26 - Modifications of Work.

{Remainder of page left blank intentionally}

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and the AGENCY has hereunto set its hand the day and year above written.

ATTEST:

COUNTY:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Tammy K. Fields, Director

WITNESS:

AGENCY:

Signature

Prime Time Palm Beach County, Inc.
Company Name

Name (type or print)

Signature

Suzette L. Harvey
Typed Name

President/Chief Executive Officer
Title

(corp. seal)

EXHIBIT A SCOPE OF WORK

PROJECT DESIGN

Quality Improvement

The PBC-PQA measures how well out-of-school time programs adhere to the Palm Beach County Quality Standards for Afterschool (Attachment A.1). Developed more than a decade ago by Prime Time and local community stakeholders, the standards address essential elements found in high quality programs. A high quality out-of-school time program:

- 1) has a solid organizational framework;
- 2) fosters supportive ongoing relationships for youth;
- 3) creates positive and inclusive environments;
- 4) offers challenging learning experiences; and
- 5) conducts outreach to families.

The Palm Beach County Quality Standards for Afterschool have been the leading catalyst for the QIS for afterschool. The QIS is recognized as one of the most established quality improvement systems across the country with 146 afterschool programs enrolled and has well-developed services and incentives to support program staff in their efforts to deliver best practice strategies.

Middle school programs participating in this initiative are encouraged to be active participants in the Palm Beach County's Quality Improvement System. Based on the Palm Beach County Quality Standards for Afterschool, Prime Time's QIS uses the PBC-PQA tool; one-on-one consultation, coaching and technical assistance; and specialized trainings to help programs effectively develop and deliver high-quality OST experiences for children, youth and their families.

Active participation in the QIS is defined by: signing a Memorandum of Agreement to participate in QIS, completion of annual external assessments; bi-annual progress checks documented by a Prime Time Quality Advisor; participation in the self-assessment process and completion of a Program Improvement Plan within 90 days of external assessments.

Programs assessed using the PBC-PQA receive their results, then meet with their assigned Prime Time quality advisor to review the data and create a plan to address areas where they scored the lowest on the tool. The quality advisors will conduct progress checks at least once per quarter with each participating program to review the process toward goals in their improvement plan. During the progress checks, the quality advisors meet with staff to discuss challenges, model youth development strategies and/or conduct independent and joint observation sessions with the program director. The implementation of the QIS process and coaching for both elementary and middle school afterschool programs in the QIS is a responsibility shared across the Quality Improvement team members as they strive to support programs to achieve maintenance-level status, the highest quality level in the QIS.

Professional Development

Complementary professional development and trainings have been and continue to be tailored to meet the needs of the middle school OST programs by a Prime Time professional development specialist. This individual serves as a link to the other components of Prime Time's Professional Development system. These components include scholarships to encourage continuation and/or completion of education, guidance from a career advisor for those interested in completing individual career plans, including trainings and coursework, monetary incentives for completion of educational milestones and access to the Out-of-School Time Registry, which is a depository for the practitioners' professional and educational achievements.

The new trainings address the core competencies for afterschool practitioners and are focused on specific topic areas that are relevant to the middle school community. Based on data that has been collected through focus groups with middle school practitioners, these trainings include or will include the following topic areas:

- College and career readiness
- Health and wellness
- STEM (science, technology, engineering and math) programming
- Social skills/behavior management
- Families/Family Involvement
- Youth leadership programming and Youth Advisory Councils
- Creation of positive social-emotional environments for staff
- Teen engagement

Practitioners will also have access to other professional development training opportunities available on Prime Time’s training calendar (Attachment A.2). From time to time Attachment A.2 may be revised and provided to the County’s representative without a formal contract amendment.

All Prime Time trainings are created in an outcomes-driven approach and are directly linked to the Palm Beach County Core Competencies for Afterschool Practitioners. The approach is hands-on to give the practitioners the opportunity to practice implementation of key concepts in real time and in a supportive environment. As a result, they become more comfortable with implementing activities with youth when they return to their sites. Curricula are also being suggested but not prescribed. Rather, practitioners are encouraged to adopt concepts and create their own lesson plans based on their knowledge of the youth they supervise. In this way, the professional development specialist assists in developing the skills and competencies of the practitioner so that change may be sustained over time.

Trainings are being offered in a variety of modalities and locations to accommodate as many learning styles and schedules as possible. The trainings are held in large group settings as well as delivered on-site at the programs. Prime Time is also developing a new online training platform to broaden our reach to practitioners. A STEM-specific blended learning course will be offered with an online and in-person component and will incorporate a community of practice model in order to keep practitioners engaged long after they have participated in the training. Prime Time is also working on a system of micro-credentialing (which entails a point system and electronic badging) for completion of these online and blended learning opportunities. Micro-credentialing will be used to engage and excite practitioners and encourage them to continue along their professional development journeys.

In addition to the informal education offered through these trainings, Prime Time has worked with Palm Beach State College to develop both credit and non-credit educational pathways for out-of-school time professionals. The School Age Professional Certificate, which is part of the non-credit educational pathway, provides students with an option to articulate three college credits toward the Youth Development College Credit Certificate, which can then lead to an Associate’s degree in Human Services from the college. If practitioners wish to continue their education, the Associate’s degree in Human Services leads directly into the Bachelor of Applied Science degree in Supervision and Management. Prime Time has invested substantial time and resources in developing these educational pathways as research has shown that the professional development of out-of-school time staff has a substantial impact on program quality.

As part of the professional development system of supports, Prime Time will continue to collect practitioner education data – housed in the Registry – to determine and support formal education needs of the middle school practitioners.

Professional development training hours and achievements will also be connected to monetary awards in the ACHIEVE Out-of-School Time Project. ACHIEVE OST is a tiered incentive award program that rewards practitioners for participating in trainings and earning certificates and degrees, with an emphasis on best practices in youth development. ACHIEVE OST is designed to increase afterschool program stability and improve program quality by reducing staff turnover and encouraging afterschool practitioners to continue their training and education. Children and youth benefit from continuous care from practitioners who are specialists in the out-of-school-time field, understand best practices in youth development and are sensitive to their needs. Funding would be available for scholarships opportunities for practitioners pursuing degrees or certificate programs relevant to their work in the OST field with a middle school population.

Expanded Learning Opportunities

Another significant component of the Middle School Out-of-School Time Initiative is program enrichment offered to the participating sites free-of-charge. Referred to as “expanded learning opportunities” (ELOs), these enrichment activities are delivered by content experts from partnering community organizations already contracted through Prime Time to serve elementary school-age out-of-school time programs. ELOs will be offered in the following areas, but could be expanded: Academics; Integrated Arts and Creativity; Health and Wellness; and Positive Youth Development.

Prime Time would contract with the Palm Beach Zoo to serve 150 additional youth in a middle school specific summer camp. The camp is designed to improve biological/environmental science education for middle school students and potentially increase the number of students pursuing degrees in STEM related careers such as; environmental science, biology, veterinary medicine, mathematics and computer science. The program curriculum is rich in the use of technology and application based. Zoo staff encourage interaction, communication and cooperation as middle school campers seek solutions to real-world work place challenges. In addition, the camp will emphasize group dynamics and foster teamwork as necessary activities to the environmental decision-making process and encourage participants to discover their individual strengths and abilities.

Additional Services

Services and support to middle school out-of-school time providers will be supplemented by information shared through Prime Time’s website, e-newsletter, and through an online learning platform/ community of practice that has been developed through Facebook.

OUTCOMES

To determine the impact on the quality of the out-of-school programs and to measure the engagement of youth in programming related to Prime Time’s services, success will be gauged according to the following anticipated outcomes at both the program and youth levels.

Program Level

- Programs participating in the Quality Improvement System (Attachment A.3) will achieve and/or maintain satisfactory program quality. At least 85 percent of programs served will attain an average score of 3.4 or above (on a scale of 1 to 5) on Form A of the current Palm Beach County Program Quality Assessment (PBC-PQA) at the point of annual assessment. From time-to-time Attachment A.3 may be revised and provided to the County’s representative without a formal amendment.
- At least 85 percent of practitioners served will report satisfaction (defined as a rating of 8 or higher on a scale of 1 to 10) with the services and supports provided by Prime Time.

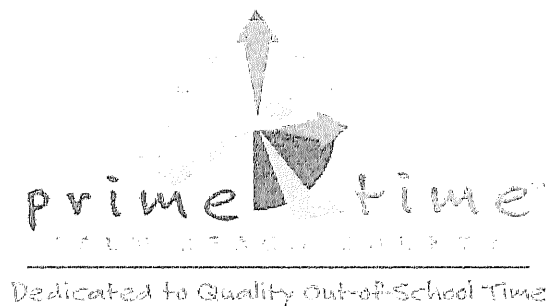
Youth Level

- Youth will develop their social and emotional skills. Social and emotional learning (SEL) will be measured with a valid, reliable and standardized assessment tool at the beginning and end of the academic year.
- Providers of ELOs will serve at least 550 duplicated youth annually in middle out-of-school time programs.
- Youth will be cognitively, behaviorally and socially/emotionally engaged in sessions with the ELO providers. On average, youth in randomly selected, sufficiently large samples participating in each ELO, will report experiencing the following, between some and most of the time:
 - 1) learning and problem solving;
 - 2) opportunities for collaboration, leadership, and choice;
 - 3) interest and enjoyment; and
 - 4) a socially supportive environment.

Reports Submission:

The AGENCY shall provide quarterly data for programs funded in this Contract. The reports shall be presented in a format acceptable to the COUNTY.

- Quarterly Report format (Logic Model), Exhibit A, Attachment A.4



Palm Beach County Quality Standards for Afterschool

STANDARD ONE: Solid Organizational Framework

The afterschool program is structured and organized to ensure the health and safety of children and youth in the program. The administration utilizes sound business practices and promotes the development, training, and retention of qualified staff.

Program Administration/Management

- The administration utilizes sound business practices
- Organizational logistics are effective
- The organization promotes staff development
- The organization promotes supportive social norms
- Staff education and field specific training meet county standards
- Youth have influence on structure and policy in the organization

Physical Program Environment

- The physical environment is safe and free of health hazards
- Program space and furniture/materials accommodate activities

Safety, Health and Nutrition

- Emergency and safety procedures are in place to protect youth
- Healthy Food and drink are provided



The Children's Services Council of Palm Beach County provides significant funding for Prime Time's overall operations. The Palm Beach County Youth Services Department provides support for Prime Time's Middle School Out-of-School Time Initiative.



STANDARD TWO: Supportive Ongoing Relationships

The afterschool program staff involves youth as partners in the program and encourages children and youth to work together.

- Session flow is planned, presented and paced for youth
- Staff effectively maintain clear limits
- Staff support youth in building new skills
- Staff support all youth with encouragement
- Youth have opportunities to participate in small groups
- Youth have opportunities to act as group facilitators and mentors
- Youth have opportunities to partner with adults

STANDARD THREE: Positive and Inclusive Environment

The afterschool program promotes psychological and emotional safety. The afterschool program staff creates a welcoming environment that fosters a sense of belonging for children and youth, families and staff.

- Psychological and emotional safety are promoted
- Staff provide a welcoming atmosphere
- Staff encourage youth to manage feelings and resolve conflicts appropriately
- Youth have opportunities to develop a sense of belonging
- Youth have opportunities to develop positive peer relationships

STANDARD FOUR: Challenging Learning Experiences

The afterschool program provides positive learning experiences for children and youth which build upon youth interest and supports active engagement in enrichment activities.

- Activities support active engagement
- Youth have opportunities to set goals and make plans
- Youth have opportunities to make choices based on their interests
- Youth have opportunities to reflect
- Program offerings tap youth's interests to build multiple skills
- The organization supports academic enrichment

STANDARD FIVE: Family Outreach and Involvement

The afterschool program promotes positive communication with families and supports parental involvement in the educational experiences of children and youth.

- The organization supports positive communication with families
- The organization supports family involvement



Professional Development Training Calendar

How to select the most relevant trainings: Training topics are grouped so that practitioners can clearly see which trainings may be most beneficial for them based on the core knowledge area that is addressed. We recommend that a practitioner start his/her professional development journey with *The Progressive Afterschool Practitioner*. This training helps practitioners to navigate the *Core Competencies for Afterschool Practitioners* to create a personalized training plan. Training descriptions and their relation to core knowledge areas and competencies are on the following pages.

Register at www.primetimephc.org: For Afterschool Providers – Professional Development Training. Training dates are subject to change. Please check the Prime Time website for the most current information.

All trainings are held at the Children’s Services Council of Palm Beach County from 9:00 a.m. – 12:00 p.m. If you do not sign-in by 9:00 a.m. you cannot participate in the training.

Date	Training Name	Core Knowledge Area
8/29/2017	Building Community	CYGD, LEC, ICY
8/30/2017	The Progressive Afterschool Practitioner	PDL
9/6/2017	Planning and Reflection	CYGD, LEC
9/7/2017	The Progressive Afterschool Director (Part 1)	PDL
9/8/2017	Youth Voice	CYGD, ICY
9/13/2017	Raising the Cultural Vibration in Out-of-School Time	ICY
9/14/2017	The Progressive Afterschool Director (Part 2)	PDL
9/19/2017	Reframing Behavior Management	CYGD, ICY
9/19/2017	Progressive Too: A Deeper Look	PDL
9/20/2017	Inspired to Empower Teens	PDL
9/20/2017	Cooperative Learning	CYGD, LEC, ICY
9/26/2017	Navigating the Lesson Plan	PPD, LEC
9/27/2017	Ask-Listen-Encourage	LEC
9/27/2017	Super Kids! A Guideline for Empowering Youth to be Heroes of Health	LEC, HSN
9/28/2017	Active Learning	CYGD
9/29/2017	Reframing Conflict	ICY
10/3/2017	Global Graffiti Wall: Exploring and Embracing Our Uniqueness	ICY
10/4/2017	Structure and Clear Limits	ICY
10/5/2017	Engaging Teens	PDL
10/6/2017	Homework Help	LEC
10/11/2017	The Progressive Afterschool Practitioner	PDL
10/11/2017	Reframing Behavior Management	CYGD, ICY
10/12/2017	Planning and Reflection	CYGD, LEC
10/13/2017	Quality Coaching	PPD, PDL

Core Knowledge Area	Abbreviation	Core Knowledge Area	Abbreviation
1: Child/Youth Growth and Development	CYGD	5: Interaction With Children and Youth	ICY
2: Family and Community Relationships	FCR	6: Child/Youth Observation and Assessment	CYOA
3: Program Planning and Development	PPD	7: Professional Development and Leadership	PDL
4: Learning Environment and Curriculum	LEC	8: Health, Safety, and Nutrition	HSN

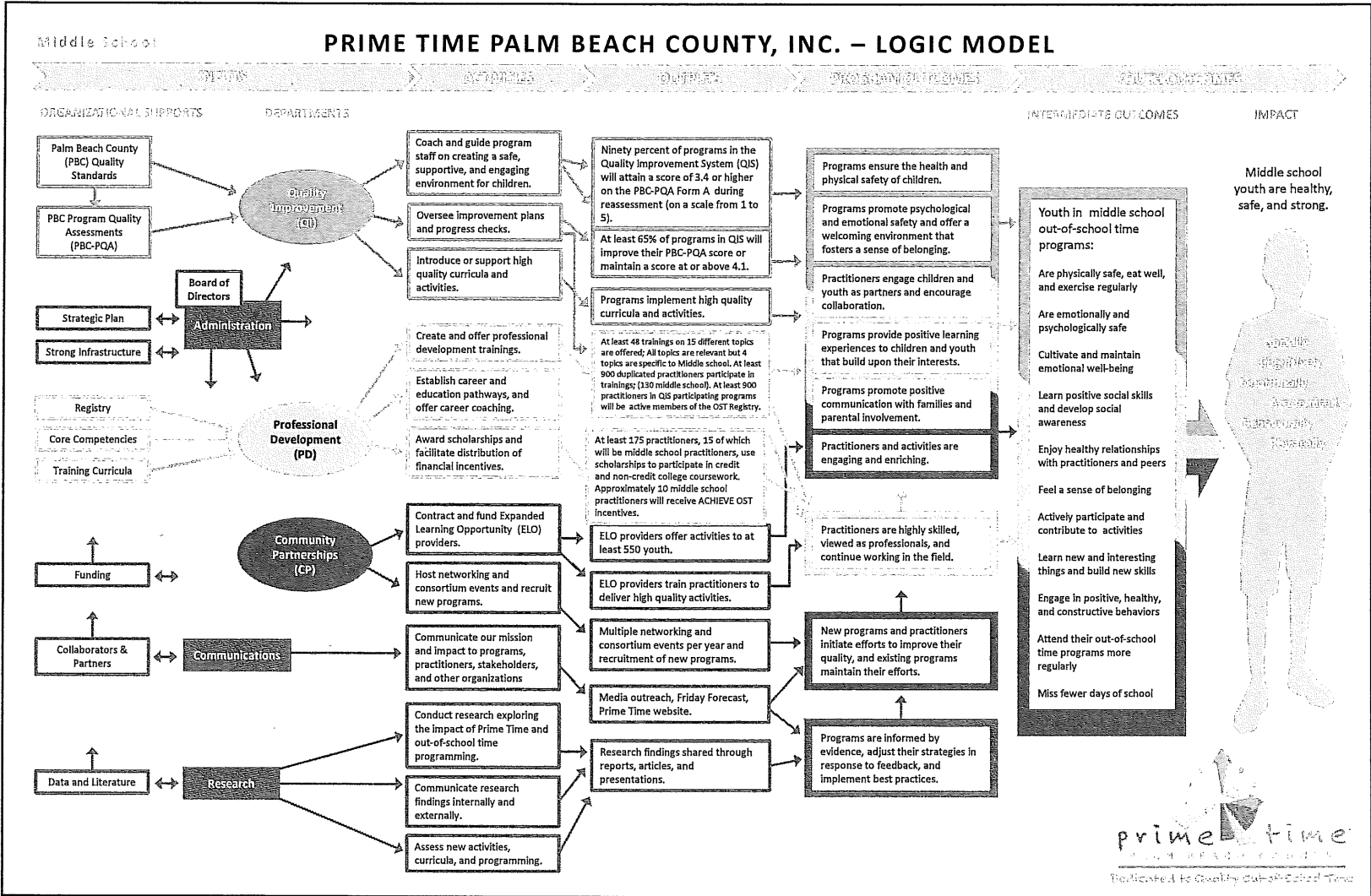


Prime Time Palm Beach County, Inc. receives significant funding from the Children's Services Council of Palm Beach County.
© 2017 Prime Time Palm Beach County, Inc. (Document Last Modified July 31, 2017)



Middle School Afterschool Programs Participating in Prime Time Palm Beach County's
Quality Improvement System
(as of July 15, 2017)

- Achievement Centers for Children and Families Village Academy Middle School
- Bak Middle School of the Arts
- Boys & Girl Club - Naoma Donnelley Haggin Teen
- Boys & Girls Club - Belle Glade Teen Center
- Boys & Girls Club - Neil S. Hirsch Teen
- City of Greenacres Youth Programs - Cool Zone
- City of Pahokee Parks & Recreation Afterschool Program Middle School
- City of West Palm Beach - Gaines Park Teen Center
- City of West Palm Beach Parks & Recreation - Vedado Park Middle School
- Faith's Place Middle School
- For the Children Teen Center
- Milagro Center Teen Center
- Pahokee Middle School
- The Salvation Army Northwest Community Center Middle School
- Urban Youth Impact - Youth
- Western Academy Charter Middle School



SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1

Tasks to be completed:

- Continue external reassessments of QIS middle school programs using PBC-PQA.
- Develop program improvement plans based on baseline assessment scores for each participating out-of-school time program.
- Provide ongoing support and coaching by quality advisors.
- Visit programs to determine eligibility. Programs must meet the following minimum requirements to be eligible to participate in the Quality Improvement System:
 - Current license or license exempt from the Florida Department of Health with no Class I violations within the past 24 months
 - A daily attendance of at least 20 youth
 - Dedicated program staff
 - Dedicated program space
- Facilitate kick-off meeting for any new programs participating in the Quality Improvement System.
- Access current ELO programming /services for targeted middle school out-of-school time providers and promote and offer ELO programming to middle school out-of-school time sites.
- Attend middle school youth-focused trainings or conferences to ensure project staff remains abreast of current age-appropriate curricula and coaching and training strategies for working with middle school youth in out-of-school time settings.
- Facilitate a community of practice model for training participants.
- Recruit practitioners to join Prime Time's Out-of-School Time Registry.
- Develop and deliver trainings focused on establishing youth advisory councils.
- Maintain social media supports- Facebook's "The Zone."
- Provide coaching and follow-up to practitioners implementing youth advisory councils.
- Assess the social and emotional skills of youth.

Completion Time: October 1, 2017 – December 31, 2017

Compensation for Phase 1: \$64,354

Deliverables Required:

- Quality Improvement System status report to include the reassessment dates, dates that the letters of recommendations were issued, improvement plan dates and quality advisor progress checks.
- List of new programs evaluated and selected for participation in the Quality Improvement System.
- Provide dates and agenda for relevant trainings and conferences and name of Prime Time staff who attended.
- List of proposed trainings that will be offered to the middle school practitioner population.
- Dates, agendas and list of participants from kick-off meeting.
- Report on the number of ELO providers, out-of-school-time programs and youth served.
- List of trainings offered and attendance rosters.
- Number of middle school practitioners in Registry.
- Status of the community of practice.
- Links to social media supports - Facebook's "The Zone."
- Report on formation of youth advisory councils and an outline of operation.

PHASE 2

Tasks to be completed:

- Develop program improvement plans based on baseline assessment scores for each participating out-of-school-time program.
- Practitioners will have access to a series of STEAM trainings offered in a variety of modalities - hybrid or in-person - and will also receive support from Prime Time's STEM Professional Development Specialist as learning gains and implementation are monitored.
- Provide ongoing support and coaching by quality advisor.
- Encourage practitioner attendance at self-assessment and professional development training as outlined in their improvement plans.
- Deliver trainings on appropriate middle school program offerings and other content based on assessment results.
- Maintain social media supports - Facebook's "The Zone."
- Promote and offer ELO programming to middle school out-of-school time sites.
- Provide incentives for practitioners to continue implementing youth advisory councils at their sites.
- Award scholarships and ACHIEVE incentives awarded on an ongoing rolling basis throughout the year.

Completion Time: January 1, 2018 – March 31, 2018

Compensation for Phase 2: \$55,219

Deliverables Required:

- Quality Improvement System status report to include the date that the improvement plans were generated, the areas of focus and any progress visits conducted by the quality advisors
- List of trainings and professional development offered and attendance rosters
- Links to social media supports - Facebook's "The Zone."
- List of ELOs and the number of youth served at the participating programs
- Regular practitioner-held youth advisory council meetings are held at participating middle school programs
- Provide information on the number of award scholarships and ACHIEVE incentives awarded

PHASE 3

Tasks to be completed:

- Provide ongoing support and coaching by quality advisors.
- Develop program improvement plans based on reassessment scores for each participating out-of-school-time program.
- Encourage staff to attend self-assessment and professional development training as outlined in their improvement plans.
- Provide trainings on appropriate middle school program offerings and other content based on assessment results.
- Maintain social media supports- Facebook's "The Zone."
- Promote and offer ELO programming to middle school out-of-school time sites.
- Administer youth surveys to measure cognitive, social, emotional, and behavioral engagement during sessions with ELO providers.
- Begin analyzing Quality Improvement System data and prepare annual summary report.
- Ongoing coaching and follow-up to practitioners implementing youth advisory councils.
- Provide congratulatory/achievement-based incentives for program sites that have implemented and maintained successful youth advisory councils.
- Reassess the social and emotional skills of youth.

Completion Time: April 1, 2018 – June 30, 2018

Compensation for Phase 3: \$53,719

Deliverables Required:

- Quality Improvement System status report to include the dates the program staff completed self-assessment and quality advisor progress check.
- List of trainings and professional development offered and attendance rosters.
- Links to social media supports - Facebook's "The Zone."

- List of ELOs provided and the number of youth served at participating programs.
- Regular practitioner-held youth advisory council meetings at participating middle school out-of-school time programs.
- Provide information on the number of award scholarships and ACHIEVE incentives awarded.

PHASE 4

Tasks to be completed:

- Promote and offer ELO programming to middle school out-of-school time sites.
- Begin conducting PBC-PQA reassessments of middle school afterschool programs that are operational.
- Develop program improvement plans based on reassessment scores for each participating out-of-school time program.
- Provide ongoing support and coaching by quality advisor.
- Provide ongoing coaching and follow-up to practitioners implementing youth advisory councils.
- Review of QIS middle school programs eligible for maintenance level status.

Completion Time: July 1, 2018 – September 30, 2018

Compensation for Phase 4: \$102,692

Deliverables Required:

- Quality Improvement System status report to include the reassessment dates, dates that the letters of recommendations were issued, improvement plan dates and quality advisor progress checks.
- Results of youth engagement survey.
- List of QIS middle school programs achieving maintenance status.
- List of ELOs provided and the number of youth served at participating programs
- List of active youth advisory councils.
- Results of social and emotional learning assessments.
- Provide information on the number of award scholarships and ACHIEVE incentives awarded.

** "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.*