Agenda Item No.: 3BB-1

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### **AGENDA ITEM SUMMARY**

| Meeting Date:                                 | September 15, 2020                         | [X] | Consent<br>Ordinance | [ ] Regular<br>[ ] Public Hearing |
|---|--|-----|----------------------|-----------------------------------|
| Department<br>Submitted By:<br>Submitted For: | Youth Services Departs Outreach and Commun |     |                      | ivision                           |

# I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a Community Based Agency Contract with Prime Time Palm Beach County, Inc., (Prime Time) for the period beginning October 1, 2020, through September 30, 2021, with two (2) automatic one-year renewal options, in an amount not to exceed \$272,534 annually for a total contract amount of \$817,602, to provide out-of-school programs throughout Palm Beach County schools.

**Summary:** This Contract will enable Prime Time to continue to provide services to practitioners and youths at 16 sites throughout the County. This will include 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 provide training virtually until in person training are safe to conduct. In FY2019, Prime Time served 696 youth, which exceeded their projected 550 youth. In FYs 2021 – 2023, Prime Time anticipates serving 550 youths annually. After completion of each contract year, a report will be generated detailing Prime Time's progress in meeting their performance measurements. Countywide (HH)

Background and Justification: Since 2015, the County has provided funding to Prime Time for its programs using an outcome-driven approach based on: (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. Program outcomes align with Palm Beach County Youth Master Plan's action item, Social and Emotional Learning. Prime Time regularly reports to be on track with meeting this outcome through verified quarterly reports.

### **Attachment:**

1. Community Based Agency Contract w/Prime Time Palm Beach County, Inc.

| Recommended by: | Department Director            | 8/17/2020<br>Date |
|-----------------|--------------------------------|-------------------|
| Approved by:    | Assistant County Administrator |                   |

# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

| Fiscal Years                              | 2020 | 2021      | 2022      | 2023      | 2024   |
|---|------|-----------|-----------|-----------|--|
| Capital Expenditures                      |      |           |           |           |  |
| Operating Costs                           |      | \$272,534 | \$272,534 | \$272,534 |  |
| External Revenue                          |      |           |           |           |  |
| Program Income (County)                   |      |           |           |           |  |
| In-Kind Match (County)                    |      |           |           |           |  |
| NET FISCAL IMPACT                         |      | \$272,534 | \$272,534 | \$272,534 |  |
| No. ADDITIONAL FTE POSITIONS (Cumulative) |      |           |           |           | and a second |

|      | In-Kind Match (Count                             | :y)                                |              |                  |           |              |                |            |         |
|------|--|------------------------------------|--------------|------------------|-----------|--------------|----------------|------------|---------|
|      | NET FISCAL IMPACT                                | Т                                  |              | \$272,534        | \$272,    | 534          | \$272,53       | 34         |         |
|      | No. ADDITIONAL FTI<br>POSITIONS (Cumula          |                                    |              |                  |           |              |                |            |         |
|      | Is Item Included in Prop                         | osed Bud                           | get?         | Yes              | ×         | No           |                |            |         |
|      | Does this item include t                         | he use of t                        | federal fun  | ıds? Yes         |           | No           | X              |            |         |
|      | F<br>R   | Exp No:<br>Tund<br>Rev No:<br>Tund | 0001         | Dept _           |           | Unit<br>Unit | 2529           | Obj<br>Obj | 3401.   |
| В.   | Recommended Source                               | es of Fui                          | nds/Sum      | mary of F        | iscal In  | npact        | :              |            |         |
|      | The fiscal impact associated and valorem funding |                                    | th this Co   | ontract sh       | all be fu | nded         | by prop        | osed       | FY      |
|      | Departmental Fiscal R                            | eview:                             | Chu          | chule            | Lysn      | li           |                |            |         |
|      |  | III. <u>R</u>                      | EVIEW C      | OMMEN            | <u>TS</u> |              |                |            |         |
| Α. ( | OFMB Fiscal and/or Control Blief                 |                                    |              | Control Contract | g.        | Su           | when<br>& Cont | 18%        | 241 Jus |
| B.   | Legal Sufficiency:  All County Atto              | d 8-25-                            | <u>#</u> 020 |                  |           |              |                |            |         |

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            | , 2020        | , by and be | tween Pal  | lm B   | each  |
|--|-------------------|---------------|-------------|------------|--------|-------|
| County, a Political Subdivision of the | State of Florida, | by and throug | h its Board | of Comm    | issioı | iers, |
| hereinafter referred to as the COUNT   | Y, and Prime Tir  | ne Palm Beac  | h County, I | nc., a not | for p  | rofit |
| corporation, authorized to do busine   | ess in the State  | of Florida, h | nereinafter | referred   | to as  | the   |
| AGENCY, whose Federal I.D. is 65-1     | 071628.           |               |             |            |        |       |

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. 561-242-5702).

The AGENCY'S representative/liaison during the performance of this Contract shall be Suzette Harvey, President & Chief Executive Officer, (telephone no. 561-732-8066, Ext. 104).

### **ARTICLE 2 - SCHEDULE**

A. The term of this Contract shall be for one (1) year, starting October 1, 2020 and will automatically renew for two (2) one-year terms, unless either party notifies the other prior to the expiration of the initial term or any extended term of its intent not to renew in accordance with the time parameters stated in Article 24 - Termination. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 12.

- The parties shall amend this Contract if there is a change to the Scope of Work, increase in funding, and/or federal, state, and local laws or policies affecting this Contract.
- B. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 12.

### **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 EIGHT HUNDRED SEVENTEEN THOUSAND SIX HUNDRED AND TWO DOLLARS (\$817,602). Budgeted for FY 2021, is a not to exceed amount of TWO HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS (\$272,534). For each subsequent Fiscal Year under the term of this Contract, the anticipated annual allocation is TWO HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS (\$272,534). 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 5<sup>th</sup> of each fiscal year. Any annual amounts not requested by October 15<sup>th</sup> of each fiscal year, 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 submitted through the Services and Activities Management Information System (SAMIS) website, no later than the 15<sup>th</sup> of each month, separately for each corresponding program, as well as being shown as a separate expense for any evidence-based/promising programming expenditure, 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 each fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.
- D. 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.
- E. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the AGENCY will clearly state "<u>final invoice</u>" on the AGENCY'S final/last billing to the COUNTY. This

- shall constitute the AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.
- F. In order to do business with Palm Beach County, the AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <a href="https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService">https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService</a>. If AGENCY intends to use sub-consultants, the AGENCY must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. The COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-consultants are registered in VSS.

### **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 maintain in full force and effect at all times during the term of this Contract, at least the insurance coverage and minimum limits (including endorsements), as described herein. The AGENCY shall agree to provide the COUNTY with at least ten (10) days' prior notice of any cancellation, non-renewal or material change to the insurance coverage. Failure to maintain the required insurance shall be a basis for termination of this Contract. 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. Where applicable, coverage shall apply on a primary and non-contributory basis.

- A. <u>Commercial General Liability</u> The AGENCY shall maintain Commercial General Liability insurance at a limit of not less than \$500,000 each occurrence. Policy shall not contain any endorsement(s) limiting or excluding coverage for Contractual Liability, or Cross Liability.
- B. <u>Sexual Abuse and Molestation</u> The AGENCY shall maintain coverage for Sexual Abuse and Molestation at a limit of not less than \$250,000 each occurrence. Coverage may be provided by endorsement to the Commercial General Liability policy.
- C. <u>Business Automobile Liability</u> 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 does not 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.
- D. <u>Worker's Compensation Insurance & Employers Liability</u> The AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes.
- E. <u>Additional Insured</u> 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."
- F. 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.
- G. <u>Certificates of Insurance</u> Prior to execution of this Contract or within forty-eight (48) hours of a request by the COUNTY, and at least five (5) days prior to the expiration of any required coverage, the AGENCY shall provide to the below address a signed Certificate(s) of Insurance evidencing that all of the insurance coverage required by this Contract are in full force and effect. Said Certificate(s) of Insurance shall include a project description, and, 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. The **Certificate Holder** shall read:

Palm Beach County Board of County Commissioners c/o Youth Services Department 50 S. Military Trail, Suite 203 West Palm Beach, FL 33415

- H. <u>Umbrella or Excess Liability</u> 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.
- I. <u>Right to Review</u> 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, coverage, 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 COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The AGENCY shall include this language in its subcontracts.

### **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.

### <u>ARTICLE 12 – AGENCY'S PROGRAMMATIC REQUIREMENTS</u>

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 action areas, by administration and program costs. CBA's cost allocations are to be completed and posted by action area, 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 may be requested as desk and/or on-site monitoring on a periodic basis. The administrative cost is to be maintained separately for each individual

- action area and be available as in the detailed general ledger. These costs must support the unit cost of service rate and number of units billed.
- B. The AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, 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 Exhibit A, and the attached Exhibit B are adhered to. 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 demographic information so that the DEPARTMENT staff is able to determine performance of services being provided.
- 2. Reports <u>shall</u> be provided at the following intervals, and in the report formats identified in **Exhibit A**, by entering program specific data into the CBA Monitoring Portal.
  - i. Quarterly reports shall be due no later than the 15<sup>th</sup> 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 reports are due no later than January 15, 2021.
  - ii. Logic Model Annual reports shall be due no later than October 15<sup>th</sup> of each year, and shall include annual actual outcome results data for the preceding year in column 5. These results shall be as evidenced by the outcomes measurement tools specified in column 6 of the Logic Model. Logic Model Annual reports shall be due no later than October 15<sup>th</sup> and shall include the applicable data for the preceding year.
    - 1. The first Logic Model Annual report will be due no later than October 15, 2021.

- 2. The final Logic Model Annual report will be due no later than October 15, 2023.
- 3. The AGENCY agrees to submit final outcomes by the stated time-frame in order to be in contract compliance so that the DEPARTMENT staff is able to determine the AGENCY'S progress in attaining its goals as outlined in the attached Scope of Work.
- iii. 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 the COUNTY.

H. Birth to 22 and Community Outreach Events

The AGENCY is strongly encouraged to actively participate in Birth to 22 Action Teams and Birth to 22 and DEPARTMENT Community Outreach Events.

- I. The AGENCY shall participate in further evaluation, conducted by the DEPARTMENT, or on behalf of the 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 the DEPARTMENT program monitor and/or evaluator, or to other data collector working on behalf of the DEPARTMENT.
  - 3. Administer client satisfaction surveys provided by the COUNTY.
  - 4. Review the accuracy of their program information listed on the *Birth to 22:* United for Brighter Futures directory and ensure information is maintained current.

# **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 five (5) 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 (2) 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.

### <u>ARTICLE 15 – DRUG-FREE WORKPLACE</u>

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 of 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 2<sup>nd</sup> 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 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 cause upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' 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, except as otherwise directed by the COUNTY, in writing, 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., Sixth Floor West Palm Beach, FL 33401

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

Prime Time Palm Beach County, Inc. Attn: Suzette Harvey, President & Chief Executive Officer 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.

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 <u>not</u> 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.

# **ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) Florida Statutes, the AGENCY shall comply with the requirements of Section

119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of this Contract, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of this Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of this Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to the COUNTY, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Contract. The COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

### **ARTICLE 32 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 33 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. The AGENCY shall execute the Contract by manual means only, unless the COUNTY provides otherwise.

{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.

# **COUNTY:**

APPROVED AS TO TERMS

| AND CONDITIONS  By:  Youth Services Department |                      |
|--|----------------------|
| AGENCY:  | WITNESS:             |
| Prime Time Palm Beach County, Inc.             | Softal               |
| Company Name                                   | Signature            |
| Inthe LH                                       | DWIGHT PRUDE         |
| Signature                                      | Name (type or print) |
| Suzette Harvey Typed Name                      |                      |
| President & Chief Executive Officer            |                      |
| Title  |                      |
| (corp. seal)                                   |                      |

# *{SIGNATURE PAGES CONTINUED}*

| ATTEST:                                      | COUNTY:  |  |  |  |  |
|--|--|--|--|--|--|
| SHARON R. BOCK<br>CLERK AND COMPTROLLER      | PALM BEACH COUNTY<br>BOARD OF COUNTY COMMISSIONERS |  |  |  |  |
| By:  | By: Dave Kerner, Mayor                             |  |  |  |  |
| APPROVED AS TO FORM<br>AND LEGAL SUFFICIENCY |  |  |  |  |  |
| By: /s/Helene C. Hvizd County Attorney       |  |  |  |  |  |

### **EXHIBIT A**

#### **SCOPE OF WORK**

Project Design for Prime Time Palm Beach County Middle/High School Out-of-School Time Initiative

Contract Period: October 1, 2020 – September 30, 2023

### **Quality Improvement**

The PBC-PQA measures how well out-of-school time programs adhere to the Palm Beach County Quality Standards for Afterschool (Exhibit A, Attachment A.1). From time to time Exhibit A, Attachment A.1 may be revised and provided to the County's representative without a formal contract amendment. Developed more than 15 years 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 148 afterschool programs currently enrolled and has well- developed services and incentives to support program staff in their efforts to deliver best practice strategies. (Middle school QIS sites Exhibit A, Attachment A.2) From time to time Exhibit A, Attachment A.2 may be revised and provided to the County's representative without a formal contract amendment.

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, the 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; quarterly 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.

Due to COVID-19, there will be adjustments to how Prime Time can assess program quality. Until sites are fully-functioning in-person and outside vendors are allowed entry and to maintain consistency on how Prime Time will measure quality this year, the following plan will be adopted to address quality:

The programs will complete a process to measure program quality using elements of the PBC-PQA. This may include but not limited to observing virtual sessions delivered by the program or training program staff to complete a self-assessment that will provide a quality score based on the program's own observations using elements of the PBC-PQA.

Instead of letters of recommendation that are based on an external assessment by contracted external assessors, programs work with their assigned Prime Time quality advisor to review any data and create a plan to address areas their programmatic needs. The quality advisors will conduct progress checks as needed with each participating program to discuss the process toward their goals.

During the progress checks, the quality advisors meet with staff to discuss challenges, model youth development strategies, 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 improvement in their areas of need.

### **Professional Development**

Prime Time's Middle School Professional Development specialist will continue to deliver existing and new training offerings that have been created exclusively for practitioners who serve middle and high school populations. 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 and access to the Out-of-School Time Registry, which is a depository for the practitioners' professional and educational achievements.

Additionally, the middle school specialist will work in partnership with Prime Time's social and emotional learning specialist to provide offerings specific to social and emotional learning and wellbeing. All trainings align with the core competencies for afterschool practitioners and are focused on specific topic areas that are relevant to the targeted community. Based on data that has been collected through focus groups with middle school practitioners, these trainings include or may include the following topic areas:

- > Restorative Practices
- Social and emotional learning and well-being;
- Behavior Management
- > STEM (science, technology, engineering and math) programming;
- > Families/family involvement;
- > Youth leadership programming and responsive youth advisory councils;
- > Stress reduction and wellbeing with a trauma-informed lens;
- > Teen engagement via virtual platforms

Practitioners will also have access to other professional development training opportunities available on Prime Time's training calendars and descriptions (Exhibit A, Attachment A.3). From time to time Exhibit A, Attachment A.3 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 middle school professional development specialist and social emotional learning specialist can assist in developing the skills and competencies of the practitioner so that change may be sustained over time.

### Social Emotional Learning Supports

- 1. Professional learning and support for middle/high school staff focused on adult SEL practice and responsive SEL practices and programs in learning spaces.
- 2. Provide support to the Birth to 22 Behavioral Health-Focused High School Pilot by developing and delivering mindfulness/SEL module to middle/high students; and collaborating with other experts and partners in planning and design.
- 3. Function as a resource for Birth to 22 partners serving youth as appropriate for consultation on SEL-related issues and events.
- 4. Collaborate closely with Prime Time middle school specialist to embed SEL content and practice into existing and new professional learning and site support.

These supports will be delivered in phases from year one to three, progressing from introductory and foundational skill-building to more robust practice and implementation.

Trainings will be offered in a variety of modalities and locations to accommodate as many learning styles and schedules as possible. The trainings are held in group settings as well as delivered on-site at the programs. Additionally, virtual trainings will be developed and offered in a live online format as well as a self-paced format.

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 formal education needs of the middle school practitioners.

Due to the COVID-19 pandemic, Prime Time was forced to discontinue live in-person gatherings for training offerings to our afterschool practitioner population. The Professional Development team quickly began adapting existing content to the virtual training space and creating new content to meet the needs of out-of-school time practitioners. It became extremely important to provide incentivized opportunities to keep practitioners engaged and learning, to help them develop tools for stress management and to prepare for working with youth in a virtual environment, and to provide connection. This was all done with a focus on preserving the newly displaced field of practitioners.

New offerings included:

- "The Seven Day Self-Care Challenge" a virtual on-demand series designed to provide basic practice tools that can help to cultivate awareness, self-care empathy and resilience, particularly during challenging times. The series was launched as a resource on the Prime Time website for families and community, and was promoted on social media and websites of Birth to 22 and national OST and SEL partners. There has been over 1400 visits to the page.
- Integrating SEL and Mindfulness in OST Activities this training offers simple and effective strategies to integrate social and emotional learning skills in any virtual session using signature practices. Participants also learn how to use mindfulness tools to get their audience grounded, self-aware, and mentally focused and emotionally ready to engage in any activity.
- Keeping Connected: Facilitating Online Learning in this training, practitioners are introduced to the basics of the Zoom and Google Classroom online platforms, gain tips and tricks for engaging youth in these formats and introduce practitioners to resources for online learning that can be used right away when working virtually with youth.
- The Power of Circles Practitioners learn how Circles in the OST environment can help build the relationships and skills youth need to support one another and successfully face challenges. An introduction to Restorative Circles, Responsive meetings and employing an equity lens are also included.

### **Expanded Learning Opportunities**

Another significant component of the Middle/High 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. ELOs will be offered in the following areas: Supporting school-day academic learning; Exploring technology; Caring for the whole child; Discovering arts and culture; and Leadership and career pathways.

### **Additional Services**

Services and support to middle and high 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.

#### TASKS TO BE COMPLETED

# PHASE 1 (ANNUALLY) – OCTOBER 1 THROUGH DECEMBER 31

- Continue Prime Time's Quality Improvement System (QIS)
  - o Baseline or external reassessments of QIS middle school programs using PBC-PQA.
  - o Reviewing letter of recommendation for program's improvement,
  - O Develop program improvement plans based on baseline assessment or reassessment scores for each participating out-of-school time program.
  - o Encourage staff to attend self-assessment and professional development training as outlined in their improvement plans. Conduct progress checks to track program's implementation of improvement plan goals.
  - o Provide ongoing support and coaching by quality advisors.
- During the COVID-19 crisis, the QIS tasks would be adjusted to the following:
  - o QIS middle school programs will engage in a process to measure program quality using elements of the PBC-PQA.
  - o Develop program improvement plans based on the needs of the program.
  - o Encourage staff to attend self-assessment and professional development training as outlined in their improvement plans. Conduct progress checks to track the program's implementation of improvement plan goals.
  - o Provide ongoing support and coaching by quality advisors.
- Contact 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
  - o A daily attendance of at least 15 youth
  - o Dedicated program staff
  - Dedicated program space

- Facilitate kick-off meeting for any new programs participating in the Quality Improvement System. (No meeting will be held, if no new programs join the QIS).
- Access current ELO programming/services for targeted middle school and select high school out-of-school time providers for entering programs or promote and offer ELO programming to middle school and select high school out-of-school time sites.
- 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 and maintaining youth advisory councils.
- Maintain social media supports (e.g., blog, Pinterest page, community of practice, etc.).
- Provide coaching and follow-up to practitioners implementing youth advisory councils and social and emotional learning practices.
- Assess the social and emotional skills of youth. (possible only if programs are serving youth in person.) If fall assessment is not possible, it will be attempted again in the spring, and the spring assessment would constitute the single assessment time point for the year.

### PHASE 2 (ANNUALLY) – JANUARY 1 THROUGH MARCH 31

- Continue Prime Time's Quality Improvement System (QIS)
  - o Baseline or external reassessments of QIS middle school programs using PBC-PQA.
  - o Reviewing letter of recommendation for program's improvement.
  - o Develop program improvement plans based on baseline assessment or reassessment scores for each participating out-of-school time program.
  - o Encourage staff to attend self-assessment and professional development training as outlined in their improvement plans.
  - Continue progress checks to track program's implementation of improvement plan goals.
  - o Provide ongoing support and coaching by quality advisors.
- During the COVID-19 crisis, the QIS tasks would be adjusted to the following:
  - o QIS middle school programs will engage in a process to measure program quality using elements of the PBC-PQA
  - o Develop program improvement plans based on the needs of the program.
  - Encourage staff to attend self-assessment and professional development training as outlined in their improvement plans. Conduct progress checks to track the program's implementation of improvement plan goals.
  - o Provide ongoing support and coaching by quality advisors.
- 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 (e.g., blog, Pinterest page, community of practice, etc.).
- Promote and offer ELO programming to middle school and select high school out-of-school time sites.

- Provide incentives for practitioners to continue implementing youth advisory councils at their sites.
- Award scholarships incentives awarded on an ongoing rolling basis throughout the year.

# PHASE 3 (ANNUALLY) - APRIL 1 THROUGH JUNE 30

- Continue Prime Time's Quality Improvement System (QIS)
  - o Baseline or external reassessments of QIS middle school programs using PBC-PQA.
  - o Reviewing letter of recommendation for program's improvement
  - o Develop program improvement plans based on baseline assessment or reassessment scores for each participating out-of-school time program.
  - o Encourage staff to attend self-assessment and professional development training as outlined in their improvement plans.
  - o Continue progress checks to track program's implementation of improvement plan goals
  - o Provide ongoing support and coaching by quality advisors.
- During the COVID-19 crisis, the QIS tasks would be adjusted to the following:
  - o QIS middle school programs will engage in a process to measure program quality using elements of the PBC-PQA
  - o Develop program improvement plans based on the needs of the program.
  - o Encourage staff to attend self-assessment and professional development training as outlined in their improvement plans. Conduct progress checks to track the program's implementation of improvement plan goals.
  - o Provide ongoing support and coaching by quality advisors.
- Provide trainings on appropriate middle school program offerings and other content based on assessment results.
- Maintain social media supports (e.g., blog, Pinterest page, community of practice, etc.).
- Promote and offer ELO programming to middle school and select high school out-ofschool time sites.
- Administer youth surveys to measure cognitive, social, emotional, and behavioral engagement during sessions with ELO providers. (Supplemented by interviews of practitioners.)
- 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. (possible only if programs are serving youth in person.) If fall assessment is not possible, it will be attempted again in the spring, and the spring assessment would constitute the single assessment time point for the year.

### PHASE 4 (ANNUALLY) – JULY 1 THROUGH SEPTEMBER 30

- 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
- Continue Prime Time's Quality Improvement System (QIS)
- Baseline or external reassessments of QIS middle school programs using PBC-PQA.
- Reviewing letter of recommendation for program's improvement
- Develop program improvement plans based on baseline assessment or 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.
- Continue progress checks to track program's implementation of improvement plan goals
- Provide ongoing support and coaching by quality advisors.
- During the COVID-19 crisis, the QIS tasks would be adjusted to the following:
  - QIS middle school programs will engage in a process to measure program quality using elements of the PBC-PQA
  - o Develop program improvement plans based on the needs of the program.
  - Encourage staff to attend self-assessment and professional development training as outlined in their improvement plans. Conduct progress checks to track the program's implementation of improvement plan goals.
  - o Provide ongoing support and coaching by quality advisors.
- Provide ongoing coaching and follow-up to practitioners implementing youth advisory councils and social and emotional learning strategies for self and with youth.
- Review of QIS middle school programs eligible for maintenance level status.

### **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 (Exhibit A, 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 Exhibit A, 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 a positive impact (defined as a rating of 8 or higher on a scale of 1 to 10) of 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 (possible only if OST programs serve youth in person). Measurement may be limited to a single time point during the year; two measurements will be conducted if possible.
- ➤ 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 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.

The sample of youth completing the engagement survey will represent only OST programs operating in-person.

Reports Submission: The AGENCY shall provide logic model data for program initiatives funded in the Contract. The reports shall be presented in a form acceptable to the COUNTY.

Logic Model Format, Exhibit A, Attachment A.4

### Exhibit A, Attachment A.1

# 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.

# STANDARD TWO: Supportive Ongoing Relationships

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

### 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.

### 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.

### 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.



# Exhibit A, Attachment A.2

# Prime Time Palm Beach County Middle/High School Out of School Time Initiative

# 2019-2020 Middle School QIS programs

Achievement Centers for Children and Families Village Academy Middle School

Bak Middle School of the Arts

Boys & Girls Club - Belle Glade Teen Center

Boys & Girls Club - Naoma Donnelley Haggin Teen

Boys & Girls Club - Neil S. Hirsch Teen

City of Greenacres - Teen Programs

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

Pahokee Middle School

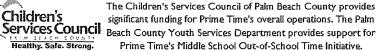
The Salvation Army Northwest Community Center Middle School

The Virginia & Harvey Kimmel Milagro Junior Teen Center

Urban Youth Impact - Youth

Western Academy Charter Middle School











# Exhibit A, Attachment A.3

### **Prime Time's Middle School-Focused Training Descriptions**

### Revised 2/3/2020

### "Inspired to Empower Teens"

How can you empower teens? That's the driving question behind this engaging foundational training that focuses on your powerful role as a middle school practitioner and addresses factors influencing teen feelings of empowerment. By considering the purpose and motive behind your work as a Youth Development Professional, you will be encouraged to embrace your role as a leader while learning how to set goals that can help you develop your potential to strengthen, inspire and empower the youth you work with each day.

**Please note:** Only afterschool practitioners working with middle school youth should register for this training.

### **Core Competencies Addressed**

Core Knowledge Area - Professional Development and Leadership

- 7. A1: Model a positive attitude toward working with youth Entry Level and Level 1
- 7. B5: Set goals to improve professional skills and abilities Entry Level and Level 1

### **Training Objectives**

### Participants will

- a. describe the role of a Youth Development Professional
- b. identify the factors influencing teen feelings of empowerment
- c. determine how to use SMART goals to improve empowerment potential

### "Engaging Teens"

In this age of distraction, getting the attention of teens can seem nearly impossible. However, with the right knowledge and approach, it can be done! Learn how to attract and engage middle school youth in a way that empowers and motivates them. This training examines the thought processes of the adolescent brain and provides specific strategies for developing and offering effective and engaging programs and activities that keep teens coming back.

**Please note:** Only afterschool practitioners working with middle school youth should register for this training.

### **Core Competencies Addressed**



Core Knowledge Area - Child/Youth Growth and Development

1. A3: Recognize typical and atypical development in youth - Level 2

Core Knowledge Area - Interaction with Children/Youth

- 5. A7: Offer activities that tap into youth's interests and allow them to make choices based on those interests Level 2
- 5. A8: Apply strategies and best practices to enhance learning and promote engagement during activities Level 2

### **Training Objectives**

### Participants will

- a. describe the features of adolescent development
- b. identify the four pillars of effective teen engagement
- c. develop a project charter to help guide the process of improving teen engagement

### "Teen Advisory Councils (Part 1 & 2)"

Do you want to really engage your teens while helping them to become future leaders? Starting a Teen Advisory Council (TAC) is a great way to do both! TAC involvement allows teens to become your partners in designing, planning and implementing programs and often leads to stronger youth engagement and higher program participation and attendance. In this captivating two part hands-on training, you'll learn how to create, run, and sustain a fun and effective TAC that will strengthen your community and provide numerous benefits for both teens and adults.

**Please note:** Only afterschool practitioners working with middle school youth should register for this training.

### Core Competencies Addressed

Core Knowledge Area - Program Planning and Development

3. B15: Work effectively with advisory groups – Level 3

Core Knowledge Area - Learning Environment and Curriculum

4. C9: Develop strategies that encourage youth to take on leadership and citizenship roles - Level 3

**Training Objectives: Part 1** 



- a. name the step-by-step process of developinging a teen advisory council
- b. identify the three core components of an effective teen advisory council

### **Training Objectives: Part 2**

### Participants will

a. examine the teen advisory council program year cycle and reflect on its importance

### "Teens and the Family Connection (Part 1 & 2)"

Today's families are busier than ever before. The demands of modern life can make it difficult for parents to stay fully involved in their children's education. Yet, studies have shown that parent involvement is one of the biggest predictors of student success. Family engagement has a life-long impact on the lives of youth and is a critical part of any effort to engage and empower teens. So how can you increase connection with families and involve them more fully in their children's efforts in your out-of-school time program? This lively two-part training provides the answer, along with key principles and strategies to help you actively build strong engagement with the families of the teens with whom you work.

**Please note:** Only afterschool practitioners working with middle school youth should register for this training.

### **Core Competencies Addressed**

Core Knowledge Area - Community and Family Relationships

- 2. B1: Establish frequent contact with parents through a variety of communication strategies Level 2
- 2. C2: Communicate with families about program curriculum, learning goals and activities Level 2
  - 2. C4: Look for opportunities to involve families in learning activities Level 2
- 2. C6: Work cooperatively with families on mutually agreed upon practices (e.g., homework, behavior guidance) Level 2

### **Training Objectives: Part 1**

### Participants will

- a. describe the social factors and family demands that make maintaining contact with parents a challenge
- b. identify the five building blocks of strong family involvement

### **Training Objectives: Part 2**



- a. implement the five essential elements of strong developmental relationships
- b. discuss the six shifts of approach which improve efforts to partner with families
- c. identify practices for supporting and empowering teens

# "Building a Positive Community with Teens (Part 1 & 2)"

In order to learn, stay engaged, and develop as individuals, teens need a safe, predictable, joyful and inclusive space where they can experience belonging, significance and emotional safety. They also need to feel comfortable taking risks and working with their peers. How can you create such a space for the teens you work with? This active and interactive two-part training provides specific strategies, fun group activities, and relationship-building meeting structures that will help you to establish a community that promotes positive experiences for teens.

**Please note:** Only afterschool practitioners working with middle school youth should register for this training.

### **Core Competencies Addressed**

Core Knowledge Area - Learning Environment and Curriculum

- 4. C1: Build a sense of community and help youth and staff feel like part of a larger community Level 3
- 3. C2: Guide youth in expressing their feelings and asserting themselves in positive ways Level 3

### **Training Objectives: Part 1**

### Participants will

- a. discuss the importance of belonging, significance and emotional safety for youth
- b. outline the methods involved in establishing a positive community
- c. utilize interactive learning structures and brain breaks that provide opportunities for youth to feel a sense of belonging and significance

# **Training Objectives: Part 2**

- a. explain the Responsive Advisory Meeting structure
- b. practice developing Responsive Advisory Meetings as a way to help youth build positive relationships



# "The Responsive Teen Advisory Council"

Now that you have a Teen Advisory Council at your program, what's the next step? This activity-filled training provides the answer by introducing a strong SEL-based framework and routines that can help council members build valuable communication and social-emotional learning skills while cultivating positive, meaningful relationships with their peers and with adults. The end result will be more focused, connected, fun, and effective council meetings!

**Please note:** Only afterschool practitioners working with middle school youth should register for this training. Completion of **"Teen Advisory Councils (Part 1 & 2)"** is recommended before taking this training.

### **Core Competencies Addressed**

Core Knowledge Area - Interaction with Children/Youth

- 5. C1: Use strategies to assist youth in learning to express emotions, solve problems, and make decisions in positive ways Level 3
- 5. C2: Develop and implement strategies to practice complex communication skills such as assertiveness, conflict resolution, and positive decision making Level 3

### **Training Objectives**

- a. participate in a Responsive Advisory Meeting
- b. examine the steps involved in getting started with a Responsive Advisory Meeting
- c. practice using Responsive Advisory Meeting plans to address specific Teen Advisory Council meeting goals or purposes

# Prime Time Palm Beach County, Inc.

# ☐ Family ☑ Agency ☐ Community

| Column 1                                 | Column 2  | Column 3  | Column 4  | Column 5   | Column 6   | Column 7  | Column 8   |
|--|---|---|---|--|--|---|--|
| Problem/ Need/<br>Situation              | Service/Activity  | Outcome   | Indicator   | Results  | Measurement Tool   | Data Source   | Frequency  |
| Instruction: Need/ Problem/<br>Situation | Instruction: What your Agency is doing, such as meetings, trainings, and events in order to achieve outcomes; include # of Clients Serviced, Timeframe & # of Units | Instruction: Statement of<br>Results Expected, such as<br>change in knowledge,<br>attitudes, skills, behaviors,<br>conditions | Instruction: Number (#) and<br>Percent (%) of Clients Expected to<br>Achieve Outcome (# of Clients ÷ by<br># Served)  | Instruction: Actual Number (#) and<br>Percent (%) of Clients who<br>Achieve the Outcome (# of Clients<br>who achieved the outcome ÷ #<br>Served) | Instruction: Evidence Collected (provide specific name of tool; examples of tools include: pre/post surveys or assessments, progress reports | Instruction: Collection<br>Procedure & Personnel<br>Responsible | Instruction: Time &<br>Frequency of<br>Evaluation/Outcome<br>Measurement |
| N/A                                      | Quality Improvement<br>System (Program Level)   | Satisfactory Program<br>Quality   | Programs participating in the Quality Improvement System will achieve and/or maintain satisfactory program quality. At least 85% of programs served will attain an average score of 3.4 or above (on a scale of 1 to 5) |  | Program Quality<br>Assessments   | Quality Improvement<br>System                                   | Annually   |
| N/A                                      | Quality Improvement<br>System (Program Level)   | Practitioner Satisfaction   | At least 85% 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  |  | Prime Time Annual<br>Satisfaction Survey/Tool  | Quality Improvement<br>System                                   | Annually   |
| N/A                                      | Expanded Learning<br>Opportunities (ELO) (Youth<br>Level)   | Developed social and emotional skills (SEL)   | Youth will develop their social and emotional skills.   |  | Assessment Survey  | Quality Improvement<br>System                                   | Bi-annually; once at<br>beginning and end of<br>academic year            |
| N/A                                      | Expanded Learning<br>Opportunities (ELO) (Youth<br>Level)   | Expanded Learning<br>Opportunities provided   | Providers of ELOs will serve at least<br>550 duplicated youth annually in<br>middle out-of-school time<br>programs.   |  | Assessment Survey  | Quality Improvement<br>System                                   | Quarterly  |

#### EXHIBIT A, ATTACHMENT A.4

| Column 1                                 | Column 2  | Column 3  | Column 4  | Column 5 | Column 6   | Column 7  | Column 8   |
|--|---|---|---|----------|--|---|--|
| Problem/ Need/<br>Situation              | Service/Activity  | Outcome   | Indicator   | Results  | Measurement Tool   | Data Source   | Frequency  |
| Instruction: Need/ Problem/<br>Situation | Instruction: What your<br>Agency is doing, such as<br>meetings, trainings, and<br>events in order to achieve<br>outcomes; include # of<br>Clients Serviced,<br>Timeframe & # of Units | Instruction: Statement of<br>Results Expected, such as<br>change in knowledge,<br>attitudes, skills, behaviors,<br>conditions | Instruction: Number (#) and<br>Percent (%) of Clients Expected to<br>Achieve Outcome (# of Clients ÷ by<br># Served)  | - '      | Instruction: Evidence Collected (provide specific name of tool; examples of tools include: pre/post surveys or assessments, progress reports | Instruction: Collection<br>Procedure & Personnel<br>Responsible | Instruction: Time &<br>Frequency of<br>Evaluation/Outcome<br>Measurement |
| N/A                                      | Expanded Learning<br>Opportunities (ELO) (Youth<br>Level)   | ELO Engagement  | Youth will be cognitively, behaviorally and socially/emotionally engaged in sessions with the ELO provides. 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: learning and problem solving; opportunities for collaboration, leadership, and choice; interest and enjoyment; and a socially supportive environment. |          | Assessment Survey  | Quality Improvement<br>System                                   | Quarterly  |
| Mission Statement                        | To help children and youth succeed by strengthening and expanding quality in the out-of-school time field.  |   |   |          |  | ·   |  |

### **EXHIBIT B**

### **SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by the AGENCY 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 (ANNUALLY) - OCTOBER 1 - DECEMBER 31 \$68,132

### Deliverables Required:

- Quality Improvement System Status Report to include a measurement of program quality using elements of the PBC-PQA, improvement plan dates, improvement plan focus areas, and quality advisor's progress check dates.
- List of new programs evaluated and selected for participation in the Quality Improvement System, if applicable.
- List of proposed trainings that will be offered to the middle/high school practitioner population.
- Dates, agendas and list of participants from kick-off meeting.
- Report on the number of ELOs provided, 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 (e.g., blog, Pinterest page, community of practice, etc.)
- Report on formation of youth advisory councils and an outline of operation.

### PHASE 2 (ANNUALLY) - JANUARY 1 - MARCH 31

\$68,134

# Deliverables Required:

- Quality Improvement System Status Report to include a measurement of program quality using elements of the PBC-PQA, improvement plan dates, improvement plan focus areas, and quality advisor's progress check dates.
- List of trainings and professional development offered and attendance rosters
- Links to social media supports (e.g., blog, Pinterest page, community of practice, etc.)
- Report on the ELOs provided, out-of-school-time programs and youth served
- Regular practitioner-held Youth Advisory Council meetings at participating middle school programs
- Provide information on the number of award scholarships incentives awarded

### Deliverables Required:

- Quality Improvement System Status Report to include a measurement of program quality using elements of the PBC-PQA, improvement plan dates, improvement plan focus areas, and quality advisor's progress check dates.
- List of trainings and professional development offered and attendance rosters
- Links to social media supports (e.g., blog, Pinterest page, community of practice, etc.)
- Report on the ELOs provided, out-of-school-time programs and youth served
- Regular practitioner-held youth advisory council meetings at participating middle school out-of-school time programs

### PHASE 4 (ANNUALLY) - JULY 1 THROUGH SEPTEMBER 30 \$68,134

### Deliverables Required:

- Quality Improvement System Status Report to include a measurement of program quality using elements of the PBC-PQA, improvement plan dates, improvement plan focus areas, and quality advisor's progress check dates.
- Provide dates and agenda for relevant trainings and conferences and name of Prime Time staff who attended.
- Results of youth engagement survey
- List of QIS middle school programs achieving maintenance status
- Report on the ELOs provided, out-of-school-time programs and youth served
- List of active youth advisory councils
- Results of social and emotional learning assessments
- Results of ELO youth surveys and focus groups
- Results of Prime Time impact survey (practitioner ratings of Prime Time services)
- Provide information on the number of award scholarships 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.

Deliverables shall be reviewed by the COUNTY'S Contract representative set forth in Article 1 of this Contract. The COUNTY'S Contract representative shall confirm receipt of deliverables by approving the AGENCY'S invoice(s).