

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$280,710	\$280,710	\$280,710		
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$280,710	\$280,710	\$280,710		
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Yes x No
 Does this item include the use of federal funds? Yes _____ No x

Budget Account **Exp No:**
 Fund 0001 **Dept** 154 **Unit** 2529 **Obj** 3401
 Rev No:
 Fund _____ **Dept** _____ **Unit** _____ **Obj** _____

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

The fiscal impact associated with this Contract shall be funded by proposed FY 2024 ad valorem funding.

Departmental Fiscal Review: Michelle Davis

8/23/23

III. REVIEW COMMENTS

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

ASDCR 8/24/23
 OFMB MF 8/23/23 & 8/24

Ar. S. Jankov 9/11/23
 Contract Development & Control
 9/11/23

B. Legal Sufficiency:

Debra Coburn 9-1-23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

COMMUNITY BASED AGENCY CONTRACT

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

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

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

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

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the attached **Exhibit A** (Scope of Work). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 12. 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 Ike Powell, Director of Outreach & Community Programming (telephone no. 561-242-5704).

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 AGENCY shall commence services on October 1, 2023, and complete all services by September 30, 2026.
- 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 FORTY-TWO THOUSAND ONE HUNDRED AND THIRTY DOLLARS (\$842,130) over a three (3) year period of which TWO HUNDRED EIGHTY THOUSAND SEVEN HUNDRED AND TEN DOLLARS (\$280,710) is budgeted in FY24, and anticipated to be budgeted in each subsequent fiscal year for the term of this Contract. 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 5th of each fiscal year. Any annual amounts not requested by October 15th 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 15th 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.
- F. Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" 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.
- G. 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 <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. 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 maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as AGENCY'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 the Contract. The AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: The AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Sexual Abuse and Molestation: 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. Business Automobile Liability: The AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident for all owned, non-owned and hired automobiles. In the event the AGENCY 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. Workers' Compensation Insurance & Employer's Liability: The AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- E. Waiver of Subrogation: Except where prohibited by law, the AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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, then the AGENCY shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should the AGENCY enter into such an agreement on a pre-loss basis.
- F. Certificates of Insurance: On execution of this Contract, renewal, within forty-eight (48) hours of a request by the COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

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

- G. Right to Revise or Reject: 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.

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.

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.

ARTICLE 12 – AGENCY’S PROGRAMMATIC REQUIREMENTS

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

- A. The AGENCY shall maintain separate financial records for Community Based Agency (CBA) Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual 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 shall be provided at the following intervals and in the report formats identified in **Exhibit A**, by entering program specific data into the CBA Portal.
 - i. Quarterly/Phase reports shall be due no later than the 15th of the month and shall include the applicable data for the preceding quarter.
 1. Quarterly/Phase reports shall be due in January, April, July and October.
 2. The first reports are due no later than January 15, 2024.
 - ii. Logic Model Annual reports shall be due no later than October 15th 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 15th 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, 2024.
 2. The final Logic Model Annual report will be due no later than October 15, 2026.
 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.

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. Signed 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 YSD-CBA@pbcgov.org, or via U.S. Mail:

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 – DRUG-FREE WORKPLACE

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Contract a copy of the statement specified in this Article, Paragraph A.

- D. In the statement specified in this Article, Paragraph A, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 16 - AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 18 - CONTINGENT FEES

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

ARTICLE 19 - SUBCONTRACTING

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

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

ARTICLE 20 - PUBLIC ENTITY CRIMES

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

ARTICLE 21 - EXCUSABLE DELAYS

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

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

ARTICLE 22 - ARREARS

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

ARTICLE 23 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 24 - TERMINATION

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY 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: 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 not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 - 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 section 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, 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 section 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, 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 section 287.135, Florida Statutes. 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.

ARTICLE 34 - E-VERIFY – EMPLOYMENT ELIGIBILITY

The AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the AGENCY'S subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

The AGENCY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. The AGENCY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

The COUNTY shall terminate this Contract if it has a good faith belief that the AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If the COUNTY has a good faith belief that the AGENCY'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, the COUNTY shall notify the AGENCY to terminate its contract with the subconsultant and the AGENCY shall immediately terminate its contract with the subconsultant. If the COUNTY terminates this Contract pursuant to the above, the AGENCY shall be barred from being awarded a future contract by the COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, the AGENCY shall also be liable for any additional costs incurred by the COUNTY as a result of the termination.

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.

AGENCY:

Prime Time Palm Beach County, Inc.
Company Name

DocuSigned by:
Suzette Harvey
115C0907A899413...

Signature

Suzette Harvey
Typed Name

President & Chief Executive Officer
Title

ATTEST:

COUNTY:

**JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER**


**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *Helene C. Shingd*
County Attorney 

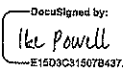
By: 
Youth Services Department

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, 2023 – September 30, 2026

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 in the early 2000s 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 Quality Improvement System (QIS) for afterschool. The Palm Beach County QIS, recognized as one of the most established quality improvement systems across the country with 139 afterschool programs currently enrolled, 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 QIS. Based on the Palm Beach County Quality Standards for Afterschool, the QIS uses the Palm Beach County-Program Quality Assessment (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 site supports documented by a Prime Time quality advisor; participation in the self-assessment process and completion of an action 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 provide site supports at least once per quarter with

each participating program to review the progress toward goals in their action plan. During the site supports, 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 highest quality in the QIS.

Professional Development

Prime Time's Middle School Professional Development specialist will continue to deliver existing and new training offerings 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 core knowledge, skills and competencies for afterschool and youth development professionals and are focused on specific topic areas. Based on data collected through the PBC-PQA tool, 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

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 trainings are created using an outcomes-driven approach and directly linked to the core knowledge, skills and competencies for afterschool and youth development professionals. 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 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.

Well-Being and Life Skills Supports

1. Professional learning and support for middle/high school staff focused on adult Well-Being and Life Skills 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/Well-Being and Life Skills 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 Well-Being and Life Skills Supports -related issues and events.
4. Collaborate closely with Prime Time middle school specialist to embed Well-Being and Life Skills content and practice into existing and new professional learning and site support.

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 have been 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 of Human Services from the college. If practitioners wish to continue their education, the Associate of Human Services leads directly into the Bachelor of Applied Science in Supervision and Management or Human Services. 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.

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 cover 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

- Participate in the Palm Beach County Quality Improvement System (QIS)
 - Baseline assessments or reassessments of QIS middle school programs using PBC-PQA.
 - Reviewing letters of recommendation for program improvement,
 - Develop action 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 action plans.
 - Provide site supports to track programs' implementation of action plan goals.
 - 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 QIS:
 - Current license or license exempt from the Florida Department of Health with no Class I violations within the past 24 months
 - A daily attendance of at least 15 youth
 - Dedicated program staff
 - Dedicated program space
- Facilitate kick-off meeting for any new programs participating in the QIS. (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.
- Practitioners assess positive youth behaviors and skills. Practitioners rate youth engagement in, and benefits from, ELO programming.

PHASE 2 (ANNUALLY) – JANUARY 1 THROUGH MARCH 31

- Participate in the Palm Beach County Quality Improvement System (QIS)
 - Baseline assessments or reassessments of QIS middle school programs using PBC-PQA.
 - Reviewing letters of recommendation for program improvement.
 - Develop action 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 site supports to track programs' implementation of action plan goals.
 - Provide ongoing support and coaching by quality advisors.
- 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.
- Administer practitioner surveys to measure youth cognitive, social, emotional and behavioral engagement during sessions with ELO providers. (Supplemented by interviews of practitioners.)
- Provide incentives for practitioners to continue participating in Prime Time's youth advisory council and/or implement youth advisory councils at their sites.
- Award scholarships and ACHIEVE incentives on an ongoing rolling basis throughout the year.
- Practitioners rate youth engagement in, and benefits from, ELO programming.

PHASE 3 (ANNUALLY) – APRIL 1 THROUGH JUNE 30

- Participate in the Palm Beach County Quality Improvement System (QIS)
 - Baseline assessments or external reassessments of QIS middle school programs using PBC-PQA.
 - Reviewing letters of recommendation for program improvement
 - Develop action 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 site supports to track programs' implementation of action plan goals.
 - 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-of-school time sites.

- Begin analyzing QIS 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 participated in Prime Time's youth advisory council and/or implemented and maintained successful youth advisory councils at their sites.
- Practitioners reassess positive youth behaviors and skills.
- Practitioners rate youth engagement in, and benefits from, ELO programming.
- Practitioners rate overall value and benefit of Prime Time services and supports throughout the program year.
- Conduct a youth focus group to assess the positive impact of one middle-school ELO program offering.

PHASE 4 (ANNUALLY) – JULY 1 THROUGH SEPTEMBER 30

- Promote and offer ELO programming to middle school out-of-school time sites.
- Administer practitioner surveys to measure youth cognitive, social, emotional, and behavioral engagement during sessions with ELO providers. (Supplemented by interviews of practitioners.)
- 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.
- Participate in the Palm Beach County 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 action 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 site supports to track programs' implementation of action plan goals.
 - Provide ongoing support and coaching by quality advisors.
- Provide ongoing coaching and follow-up to practitioners implementing youth advisory councils and best practices to support practitioners and youth.
- Practitioners rate youth engagement in, and benefits from, ELO programming.

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 satisfactory program quality. Across the QIS, programs served will attain

an average score of 3.0 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.

- Practitioners served will report a positive impact of services and supports provided by Prime Time (defined as an average QIS-wide rating of 8 or higher on a scale of 1 to 10)

Youth Level

- Youth will develop positive behaviors and skills, as measured by a valid, reliable and standardized adult-report rating tool. Average results across all middle and high school programs will indicate an increase in overall youth score and/or an increase in at least one subscale over the course of the school year. Providers of ELOs will deliver at least 2,500 youth experiences annually in middle and high school out-of-school time programs.
- Youth will be cognitively, behaviorally and socially/emotionally engaged in sessions with the ELO providers. Across all middle and high school-serving ELOs, adult practitioners' ratings of overall youth engagement will average at least 7 out of 10.

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 Annual Format, Exhibit A, Attachment A.4

Exhibit A, Attachment A.1

Palm Beach County Quality Standards for Afterschool

The following standards were developed in partnership with the School District of Palm Beach County, Palm Beach State College, Palm Beach County Parks and Recreation, Family Central, local afterschool providers and various funding agencies. The contributions of these diverse stakeholders helped to ensure that this system addresses the varying needs of out-of-school time programs across Palm Beach County.

STANDARD 1: 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 2: Supportive Ongoing Relationships

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

STANDARD 3: 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 4: Challenging Learning Experiences

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

STANDARD 5: Family Outreach and Involvement

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

Prime Time offers the quality standard posters to all OST programs in the Palm Beach County Quality Improvement System.



Exhibit A, Attachment A.2

2023 – 2026 QIS Middle School Programs

- Achievement Centers for Children and Families Village Academy Middle School
- Bak Middle School of the Arts
- Boys & Girls Club - Naoma Donnelley Haggin Teen
- Boys & Girls Club - Neil S. Hirsch Teen
- Boys & Girls Club - Smith & Moore Family Teen Center
- 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
- 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/Teen-focused Professional Development Trainings

2023-2024

Location: Virtual Online

Workshop Name	Date	Location	Focus Areas	Core Knowledge Area
Inspired to Empower Teens: First Steps	9/7/2023	Virtual	passion, purpose & motive	PDL
Inspired to Empower Teens: Cultivating Your Potential	9/21/2023	Virtual	passion, purpose & motive	PDL
Engaging Teens: Why Necessary?	10/4/2023	Virtual	planning & reflection; youth voice; ask, listen & encourage	LEC
Engaging Teens: Charting Your Course	10/18/2023	Virtual	planning & reflection; youth voice; ask, listen & encourage	LEC
Teen Advisory Councils: Getting Started	11/2/2023	Virtual	youth voice & leadership	CYGD, ICY
Teen Advisory Councils: Core Components	11/16/2023	Virtual	youth voice & leadership	CYGD, ICY
Teen Advisory Councils: Finding Clarity	11/30/2023	Virtual	youth voice & leadership	CYGD, ICY
Teen Advisory Councils: Focus for Success	12/14/2023	Virtual	youth voice & leadership	CYGD, ICY
Teens and the Family Connection: Building Blocks	1/10/2024	Virtual	involvement, commitment & awareness	ICY
	1/24/2024	Virtual		ICY

Teens and the Family Connection: Strong Partnerships			involvement, commitment & awareness	
Building a Positive Community with Teens: Laying the Foundation	2/7/2024	Virtual	inclusivity, belonging & emotional safety	PPD, ICY
Building a Positive Community with Teens: Meaningful Relationships	2/21/2024	Virtual	inclusivity, belonging & emotional safety	PPD, ICY
The Responsive Teen Advisory Council	4/9/2024	Virtual	SEL skill-building and positive relationships	FCR
The Power of Circles in OST	TBD	Virtual	SEL community building, trauma-informed and restorative practices	ICY

Core Knowledge Areas

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

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/ Situation	Service/Activity	Outcome	Indicator	Results	Measurement Tool	Data Source	Frequency
<u>Instruction:</u> Need/ Problem/ Situation	<u>Instruction:</u> What your Agency is doing, such as meetings, trainings, and events in order to achieve outcomes; include # of Clients Served, Timeframe & # of Units	<u>Instruction:</u> Statement of Results Expected, such as change in knowledge, attitudes, skills, behaviors, conditions	<u>Instruction:</u> Number (#) and Percent (%) of Clients Expected to Achieve Outcome (# of Clients ÷ by # Served)	<u>Instruction:</u> Actual Number (#) and Percent (%) of Clients who Achieved the Outcome (# of Clients who achieved the outcome ÷ # Served)	<u>Instruction:</u> Evidence Collected (provide specific name of tool; examples of tools include: pre/post surveys or assessments, progress reports	<u>Instruction:</u> Collection Procedure & Personnel Responsible	<u>Instruction:</u> Time & Frequency of Evaluation/Outcome Measurement
There is an identified need for high quality out-of-school time engagement of middle and high school students.	Quality Improvement System (Program Level)	Satisfactory Program Quality	Programs participating in the Quality Improvement System will achieve satisfactory program quality. Programs served will attain an average score of 3.0 or above (on a scale of 1 to 5).		Program Quality Assessments	Quality Improvement System	Annually
There is an identified need for high quality out-of-school time engagement of middle and high school students.	Quality Improvement System (Program Level)	Positive impact of services and supports provided by Prime Time	Practitioners served will report a positive impact of services and supports provided by Prime Time (defined as an average QIS-wide rating of 8 or higher on a scale of 1 to 10).		Prime Time QIS-Wide Rating Tool	Quality Improvement System	Annually
There is an identified need for high quality out-of-school time engagement of middle and high school students.	Expanded Learning Opportunities (ELO) (Youth Level)	Developed Well-Being and Life Skills	Youth will develop positive behaviors and skills as measured by a valid, reliable and standardized rating tool. Average results across all middle-school programs will indicate an increase in overall youth score and/or an increase in at least one subscale over the course of the school year.		Standardized Rating Tool	Quality Improvement System	Annually
There is an identified need for high quality out-of-school time engagement of middle and high school students.	Expanded Learning Opportunities (ELO) (Youth Level)	Expanded Learning Opportunities provided	Providers of ELOs will deliver at least 550 youth experiences annually in middle out-of-school time programs.		Assessment Survey	Quality Improvement System	Quarterly

EXHIBIT A, ATTCHMENT A.4

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Problem/ Need/ Situation	Service/Activity	Outcome	Indicator	Results	Measurement Tool	Data Source	Frequency
<u>Instruction:</u> Need/ Problem/ Situation	<u>Instruction:</u> What your Agency is doing, such as meetings, trainings, and events in order to achieve outcomes; include # of Clients Served, Timeframe & # of Units	<u>Instruction:</u> Statement of Results Expected, such as change in knowledge, attitudes, skills, behaviors, conditions	<u>Instruction:</u> Number (#) and Percent (%) of Clients Expected to Achieve Outcome (# of Clients ÷ by # Served)	<u>Instruction:</u> Actual Number (#) and Percent (%) of Clients who Achieve the Outcome (# of Clients who achieved the outcome ÷ # Served)	<u>Instruction:</u> Evidence Collected (provide specific name of tool; examples of tools include: pre/post surveys or assessments, progress reports	<u>Instruction:</u> Collection Procedure & Personnel Responsible	<u>Instruction:</u> Time & Frequency of Evaluation/Outcome Measurement
There is an identified need for high quality out-of-school time engagement of middle and high school students.	Expanded Learning Opportunities (ELO) (Youth Level)	ELO Engagement	Youth will be cognitively, behaviorally and socially/emotionally engaged in sessions with the ELO providers. Across all middle school-serving ELOs, adult practitioners' ratings of overall youth engagement will average at least 7 out of 10.		Assessment Survey	Quality Improvement 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 **\$70,179**

Deliverables Required:

- Quality Improvement System Status Report to include a measurement of program quality using elements of the PBC-PQA, action plan dates, action plan focus areas, and quality advisor's site support 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 **\$70,177**

Deliverables Required:

- Quality Improvement System Status Report to include a measurement of program quality using elements of the PBC-PQA, action plan dates, action plan focus areas, and quality advisor's site support 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 scholarships and ACHIEVE incentives awarded

PHASE 3 (ANNUALLY) - APRIL 1 – JUNE 30

\$70,177

Deliverables Required:

- Quality Improvement System Status Report to include a measurement of program quality using elements of the PBC-PQA, action plan dates, action plan focus areas, and quality advisor's site support 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 participation at Prime Time youth advisory council meetings and/or youth advisory council meetings held at participating middle school out-of-school time programs

PHASE 4 (ANNUALLY) - JULY 1 THROUGH SEPTEMBER 30

\$70,177

Deliverables Required:

- Quality Improvement System Status Report to include a measurement of program quality using elements of the PBC-PQA, action plan dates, action plan focus areas, and quality advisor's site support dates.
- Provide dates and agenda for relevant trainings and conferences and name of Prime Time staff who attended.
- Results of the Adult Perceptions of Youth Engagement Survey (practitioner ratings of youth engagement in, and benefits from, ELO programming)
- Report on the ELOs provided, out-of-school time programs and youth served
- List of programs participating in Prime Time's youth advisory council and/or maintaining active youth advisory councils at their sites
- Results of Staff Rating of Youth Behavior (practitioner ratings of youth positive behaviors and skills)
- Results of ELO youth focus group
- Results of Prime Time Customer Impact Survey (practitioner ratings of Prime Time services and supports)
- Provide information on the number of scholarships and ACHIEVE incentives awarded

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

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).