



Expanded Learning Opportunities (ELO) Provider Contract and Unit Cost Agreement Policies & Procedures

Revised September 24, 2014

General Description:

Prime Time contracts with third party organizations (Providers) to deliver Expanded Learning Opportunities (ELOs) for eligible afterschool and summer programs in Palm Beach County.

Purpose:

Prime Time's ELOs provide children and youth with new learning experiences through high quality enrichment activities in the areas of Academics; Health and Wellness; Integrated Arts and Creativity; and Positive Youth Development. These activities, provided by contracted content experts, enhance or supplement existing out-of-school time programming (i.e., afterschool, summer, school breaks, etc.).

Procurement Process:

Prime Time will issue a request for proposals (RFP) through a formal procurement process, on a five-year cycle, to solicit proposals for providing ELOs in Palm Beach County. The process will allow for the review of existing Providers' services and the opportunity for new Providers to propose other services. The RFP procedure is outlined below. However, Prime Time reserves the right to alter the procedure or service categories to address changing programmatic needs or priorities.

The solicitation for proposals for ELO Providers will be released to the public via newspaper advertisements (print and online) and on the Prime Time website. Print copies will also be available for pick-up at the Prime Time main office. The RFP will seek services in the following four broad categories to supplement existing out-of-school time programming (i.e., afterschool, summer, school breaks, etc.):

- **Academics** – related to the school-day curriculum; addressing subjects such as, but not limited to, language arts, literacy, mathematics, science, social studies, etc.
- **Health and Wellness** – related to physical activity, non-competitive sports, healthy eating habits, obesity prevention, mind-body connection, etc.
- **Integrated Arts and Creativity** – related to dance, music, theater, visual arts, digital arts, writing, etc.
- **Positive Youth Development** – related to socio-emotional and non-cognitive skill development of children and youth; for example, activities that support positive attitude, cultural competency, bullying prevention, healthy behaviors, personal ethics, etc.

The RFP document will contain, at a minimum, a description of the scope of services for which the RFP pertains; all administrative requirements; the targeted geographic areas to be served; and the programmatic requirements and expected minimum deliverables. It will include a complete description of the proposal process including, but not limited to, instructions for submission, limitations on contacting Prime Time personnel, acceptance of proposals, and criteria for proposer disqualification. The RFP will also include all relevant forms and instructions, a list of frequently asked questions and answers, and a description of the proposal review and selection process.

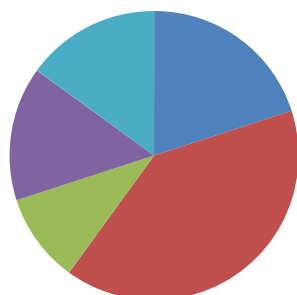
The Director of Community Engagement & Supports and the CFO/COO will facilitate an ELO Provider RFP Bidders Workshop for interested Providers, within two weeks after the RFP is posted, to answer any questions regarding the RFP. All questions and answers regarding the RFP posed at the workshop and via email throughout the process will be posted on the Prime Time website so that all proposers have access to all responses.

Selection Process:

The RFP Review Committee will be established to evaluate all qualified proposals received by Prime Time before the published deadline. The committee will consist of a minimum of seven professionals: five individuals representing a cross-section of oversight, administrative and programmatic functions at Prime Time and representatives from at least two external organizations. Review Committee guidelines, criteria for scoring proposals, and a Conflict of Interest Form for the Review Committee will be distributed to the reviewers. The scoring criteria for proposals are outlined below:

- ▶ **Organizational Background and Qualifications (20 Points):**
 - Overview of the proposer’s history and mission.
 - Experience and qualifications providing comparable services and/or ELO programming to similar populations.
- ▶ **Project Design (40 Points):**
 - Description of the ELO to be offered; a detailed description regarding the Prime Time ELO category to be addressed: Academics; Health and Wellness; Arts and Culture; or Positive Youth Development.
 - Description of the population to be served; minimum number of participants to be served. Does the proposer offer extension activities after the ELO Provider activities end?
 - Does proposed programming complement or align with the school-day curriculum and, if so, how? Does the proposer indicate if activities are included that support the Common Core Standards in particular?
- ▶ **Staffing Plan (10 Points):**
 - Who is going to deliver the programming?
 - What are their qualifications?
 - Did they provide resumes and job descriptions for each position to be supported by the project?
- ▶ **Evaluation Plan (15 Points):**
 - Outcomes or impact of the ELO; did the proposer describe in detail how they would show an increase in a particular measure such as, but not limited to, knowledge, skills, awareness, attitude, etc.?
- ▶ **Budget (15 Points):**
 - Did they provide a detailed line item budget using the required Excel spreadsheet?
 - Did they include a budget narrative to explain all proposed expenses as well as the total cost per participant to be served to establish reasonableness of costs?

Scoring Criteria



- Background and Qualifications
- Project Design
- Staffing Plan
- Evaluation Plan
- Budget

Based upon the scoring, the Review Committee will recommend awards for service Providers within the indicated categories. Prime Time staff will prepare a report of the committee's recommendations for the Board of Directors Program Committee to review the programmatic aspects and the Board's Finance Committee to review the financial aspects of the proposals recommended for funding by the Review Committee. The Prime Time Board of Directors has the final approval for all Prime Time contract awards.

Awards will be subsequent to, and contingent upon, available funding allocated to Prime Time from the Children's Services Council of Palm Beach County (CSC) for the contracted provision of enhancement programming, i.e., expanded learning opportunities.

Prime Time will notify ELO Providers within two business days of the Board's decision. Selected ELO Providers will be notified in writing of their total allocation amounts. If the award amount is different than the amount proposed through the RFP process, the Provider will be asked to complete a Revised Line Item Budget Form (exhibit A) based on the approved amount and scope of work, taking into consideration any recommendations from Prime Time. Prime Time staff will meet with all Providers selected for awards to review, discuss and negotiate contract deliverables and terms of agreement.

ELO Award Requirements:

Selected ELO Providers will offer direct services to youth OR will train practitioners to deliver content-specific activities.

- **Direct service ELOs will provide children and youth with new learning experiences through high quality enrichment activities** in the areas of Academics; Health and Wellness; Integrated Arts and Creativity; and Positive Youth Development. ELO Providers will be expected to provide practitioners with extension activities (i.e., activities practitioners can lead after the ELO sessions are completed), which will continue to reinforce learning beyond the ELO offering.
- **Through a train-the-trainer model, other ELO Providers will offer training and supports to practitioners** who work with children and youth in out-of-school time programs to deliver content-specific enrichment activities themselves, independently, on an ongoing basis at their sites.

Prime Time will contract with ELO Providers that are not only content experts in their fields, but also who can provide the highest quality services for the most practical cost per participant. In order to be considered for a contract with Prime Time, a prospective Provider must satisfy all administrative requirements, provide services within the targeted geographic areas, and meet programmatic requirements and deliverables outlined in the RFP.

Contract Terms:

The general contract terms and provisions will be standard for all Providers. However, specific terms of agreement will be based upon the Providers' individual scopes of work and deliverables, which were included in their original proposals submitted in response to the RFP. Providers must comply with the following required conditions of award as stated in the contract or formal vendor agreement:

- A designated Provider representative(s) must attend and participate in all appropriate scheduled Provider meetings held by Prime Time;

- Providers will make every effort to employ staff who have the cultural competency and language skills to work successfully in the community with the population being served;
- Based on the law and/or best practices, Provider staff and volunteers must be screened (at Level II), trained, and receive ongoing supervision by qualified professionals;
- Providers must notify Prime Time of any changes that affect the provision of the services, such as changes in personnel;
- All Provider staff delivering Prime Time-funded services will follow the child abuse reporting requirements under Florida law;
- ELO Providers must complete nine hours of training offered by Prime Time by the last day (i.e., September 30) of the first contract year;
- Providers must offer services only to programs eligible for ELOs through Prime Time. The criteria are as follows:
 - Afterschool programs that are actively engaged in the afterschool Quality Improvement System (QIS);
 - Afterschool programs located in Title 1 public schools;
 - Community-based programs in the following zip codes:
 33403 33406 33409 33417 33460 33476
 33404 33407 33410 33430 33461 33493
 33405 33408 33415 33438 33462 33435
 - Any exception to the above needs the pre-approval by Prime Time.
- Prime Time retains the right of ownership to all non-consumable, non-disposable supplies, equipment, and/or other materials purchased with Prime Time funding. Should this Agreement be terminated or not renewed, any or all such materials shall be returned to Prime Time, or its designee(s) upon request.

Prime Time will reimburse Providers on a unit cost basis. Prime Time understands that unit costs may vary among Providers based on their individual scopes of work and deliverables. However, in order to ensure that all project costs are reasonable and support CSC’s goals, Prime Time reserves the right to negotiate unit costs and to request revised scopes of work, deliverables, and supporting line item budgets.

ELO Providers **servicing youth directly** must offer a series of at least six sessions lasting approximately one hour each. ELO Providers are required to enroll a maximum of 30 children/youth per *series*. As an example, a *series* is defined as each six week session; every session must serve a minimum of 15 to a maximum of 30 children per series; ideally the same children should be served in each session and 20 children at each session. Providers will be responsible for scheduling the ELO sessions with the afterschool programs and working with them to ensure attendance of at least 15 participants for each session. Sessions within a series may be scheduled at varying intervals (e.g., daily, weekly, monthly, etc.) but, to the extent possible, should serve cohorts of the same youth throughout each series. The series may be repeated several times during the year to different groups of youth at different locations.

All ELO Providers servicing youth directly may also offer services through either special events or series of sessions. Special event ELOs are defined as specialized, time-limited, and ‘stand-alone’ activities which may include, but are not limited to, performances, exhibits, and rallies (such as anti-bullying/Pink Shirt Day, Read Across America, etc.), festivals/fairs (e.g., Kids Fitness Festival, Delray Resource Festival, etc.).

ELO Providers of **train-the-trainer sessions** are not required to offer a series of trainings but must meet attendance requirements for each session. There should be a minimum of 15 participants and a maximum of 30 participants per class. If there are more than 30 participants interested in the training, please schedule another class.

The individual participant (i.e., child or practitioner) served in a qualified session will be considered a “unit” for reimbursement.

- Providers will NOT be reimbursed for units (i.e., participants) related to sessions for which fewer than 15 participants were present as documented on an attendance log.

Special events are considered one unit and are reimbursed based on a pre-approved line item budget. Special events must have stated deliverables including anticipated attendance and approved related expenses. The Provider’s contract will include details of the special event such as date, time, location, target audience, type of event, projected number of attendees, and the overall event unit cost (i.e., the total of the approved line item budget for the event).

- If a Provider fails to serve enough participants to expend its entire budgeted amount and additional funds are available as a result of unit cost reimbursement, Prime Time reserves the right to reallocate unexpended funds to serve additional youth or practitioners.
- If a Provider elects to serve more participants than contracted thereby exceeding its allocated amount, units in excess of the contracted number will not be reimbursed without prior written approval by Prime Time. It is the responsibility of the Provider to negotiate reimbursement of additional units prior to providing services.

Successful delivery of ELO services requires collaboration among ELO Providers, Prime Time, and out-of-school time programs. Each partner has specific roles and responsibilities with regard to offering ELOs with fidelity to the greatest number of children possible.

Prime Time will maintain a list of ELO services and Providers’ contact information and will disseminate information on an ongoing basis and upon request to eligible out-of-school time (OST) programs. In order to receive ELO services, OST programs are responsible for determining, with the input of the children they serve, which ELOs they wish to receive and for contacting ELO Providers to arrange sessions or special events at their sites.

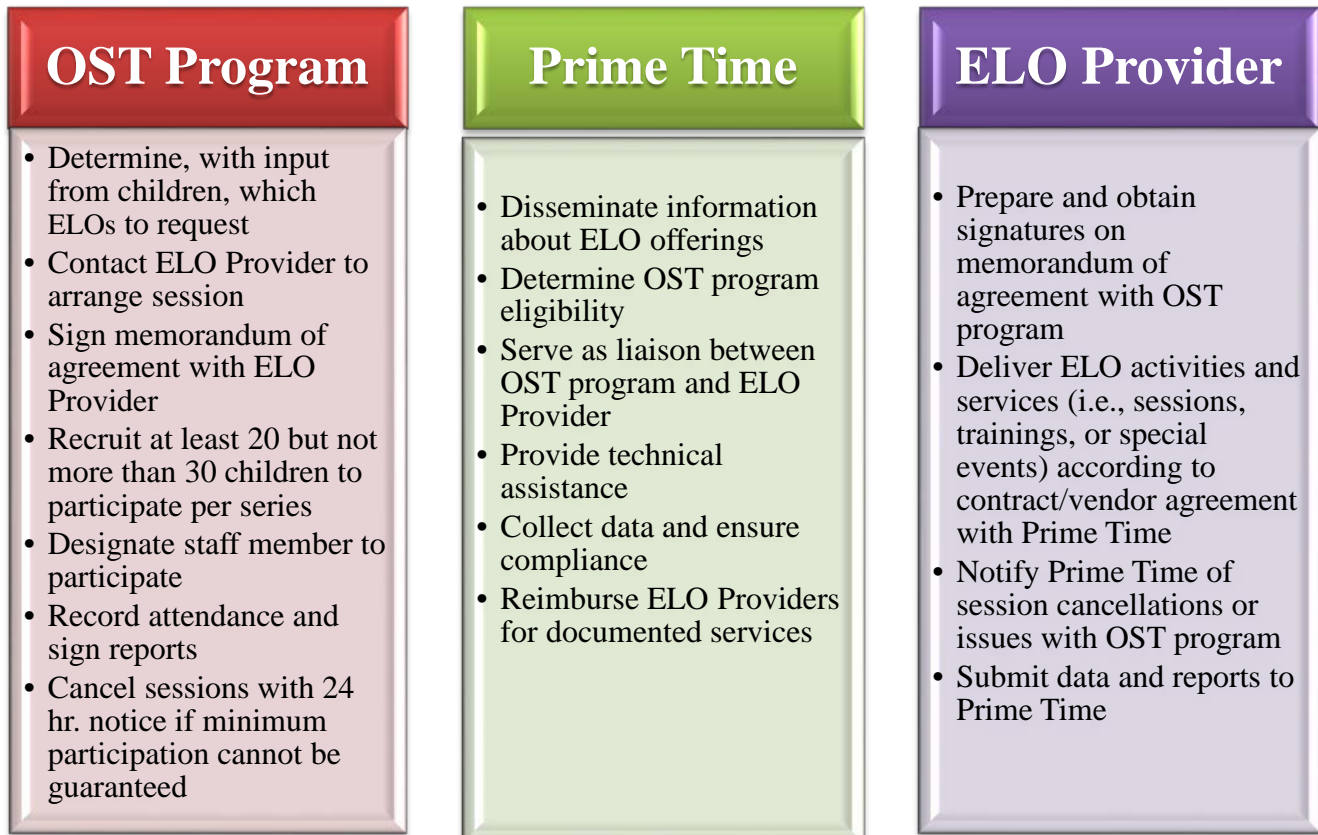
Once ELO services are arranged, the OST program director will sign a memorandum of agreement (MOA) with the ELO Provider, outlining the logistics, rules/requirements, and expectations. The ELO Provider is responsible for preparing and obtaining signatures on the MOA.

The OST program is responsible for ensuring that a minimum of 15 children attend each session scheduled and that at least one staff member participates in each session. In the event at least 15 children are not expected to be available for a scheduled session, the OST program staff must contact the ELO Provider within 24 hours prior to the session. The ELO Provider will not be reimbursed for sessions delivered to fewer than 15 children and must notify Prime Time of any cancellation or rescheduling of a session. Prime Time reserves the right to suspend ELO services to any OST program that cancels three sessions within a given academic year.

Prime Time will serve as a liaison between the OST program and ELO Providers and will be responsible for determining OST program eligibility for ELO services and for administering

contracts and/or vendor agreements with ELO Providers. Prime Time will provide technical assistance to ELO Providers as needed to ensure delivery of high quality services.

Prime Time will also track ELO services and will collect data regarding ELOs and related youth outcomes. OST programs and ELO Providers will be jointly responsible for collecting attendance information (and, if applicable, youth surveys or pre-/post-tests) for all ELO sessions, trainings, and/or special events. A representative from both the OST program receiving the ELO services and the Provider delivering the services must sign the attendance report, verifying its accuracy and validity. The ELO Provider is responsible for submitting all reports and data to Prime Time on a timely basis. Reimbursement will not be issued until required supporting documentation for the related service (i.e., session, event, or training) is submitted.



Unit Cost Calculation and Reimbursement:

Providers will be reimbursed based on the following calculations:

- ▶ The actual number (“units”) of youth and/or practitioners served multiplied by an agreed upon “unit cost” or cost of service per participant per session.
- ▶ The number of special events multiplied by the agreed upon unit cost of the event.

To determine the appropriate unit cost amount, Providers must complete a Proposed Unit Cost for Reimbursement Form (exhibit B) and submit it to Prime Time within one week of notification of award. Prime Time staff will then meet with all individual Providers within two weeks of receipt of the form to discuss contract terms, which will include unit cost

reimbursement rates, deliverables, and required documentation. Specifically, Prime Time will require Providers to submit attendance reports along with monthly invoices as verification that the service was delivered and the number of participants (i.e., billable units) for all direct service and train-the-trainer model Providers. Likewise, for special events, Providers will be required to submit to Prime Time an attendance report and supporting documentation for the event (such as copies of flyers, brochures, advertisements, agendas, etc.) along with the invoice for the event unit cost.

The line item budgets submitted as part of Providers’ original proposals, or revised to reflect a different award amount, will be used to project the overall cost of services to be provided. Budgets may include administrative or indirect costs up to a maximum of 15% of the total budget amount for direct service costs.

An example of a line item budget follows:

Line Item	Amount
Salaries & Benefits	\$65,000
Program Supplies	15,000
Travel (Local)	5,000
Professional Fees (outside contractors)	35,000
Other Direct Costs	10,000
Total Direct Cost	\$130,000
Administrative/Indirect Cost	<u>\$20,000</u>
Total line item budget (Cost of Services)	<u>\$150,000</u>

The line item budget is used to determine the unit cost based on the number of youth served and the number of sessions provided as follows:

Total Cost of Services \$150,000

Number of Youth Served ÷ 2,000

Cost per youth	\$75
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Number of sessions in a series	6
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Unit Cost (per youth per session)	\$12.50
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Providers will be reimbursed based on the actual number of youth served at each session for each group to determine the number of units provided. The total number of units is multiplied by the unit cost specified in the Provider’s contract to determine the reimbursement for the month.

A simple example is as follows:

	<u>Group A</u>	<u>Group B</u>	<u>Group C</u>
Number of youth enrolled <i>(Total names on the roster)</i>	25	20	22
Number of youth attended	20	16	18
Number of sessions held in the month	<u>4</u>	<u>3</u>	<u>3</u>
Number of units per group	80	48	54
Total number of units	182		
Unit Cost	\$12.50		
Total reimbursement	\$2,275		

Prime Time will provide a standard Excel spreadsheet template (i.e., the ELO Reimbursement Attendance Tally Summary Sheet) that can be used to summarize the units served and calculate the reimbursement for the month. The ELO Reimbursement Attendance Tally Summary Sheet must accompany invoices in SAMIS for all completed ELO or train-the-trainer sessions or services.

Providers must also upload supporting documentation each month in SAMIS along with the Attendance Tally Summary Sheet. Detailed supporting attendance reports must include, at a minimum, the following data elements:

- ELO Provider
- ELO Category (Academics, Health & Wellness, Integrated Arts & Creativity, Positive Youth Development)
- Date of Session
- Session Title
- Afterschool Program/Site Name
- Afterschool Program/Site Address
- First Name and Last Names of All Participants (Enrolled and attended)
- Grade Levels of All Children Served (if applicable)
- Total Number of Participants Served

Attendance reports must be signed by the Provider’s representative/session facilitator to certify accuracy and the ELO Provider representative. Providers must retain original copies of signed attendance records for their own reference and for audit purposes.

On an annual basis, Prime Time will monitor the actual signed attendance documents maintained by the Provider and compare them with the detailed documents provided in SAMIS for

reimbursement. Attendance documents that are not signed or differ from the detail provided for reimbursement purposes will result in a disallowance. In the past, disallowances were related to line item cost discrepancies. Under unit cost agreements, however, any failure to document, in writing, that a unit of service as defined herein was provided will result in a disallowance. It is the responsibility of the Provider to ensure that it can document any and all services provided for audit purposes.

Any disallowances identified in the monitoring report must be refunded by the Provider to Prime Time within 30 days after the report is issued. All funds for disallowances will be returned by Prime Time to CSC.

Providers are responsible for maintaining accounting records to determine the actual cost of providing services. Line item 'budget to actual' comparisons will be performed half-way through the contract period. Prime Time will work with Providers to review these reports to determine that the established unit cost reimbursement rate is fair and reasonable. (See Exhibit A). Line item budget changes can be made by the Provider throughout the contract year with a copy to Prime Time as long as it does not change the total budget. Prime Time reserves the right to review line item budget changes to ensure that they are fair and reasonable.

Any change to the unit cost reimbursement rate requires prior approval from Prime Time in the form of a revised contract. All revised contracts will be forwarded to CSC for its records.

Providers will not be reimbursed for costs that exceed the total allocated amount stated in the contract.

Providers will submit invoices and supporting attendance reports on or before the 10th of each month for services delivered the previous month. Prime Time may charge a 5% late fee for invoices submitted after the due date, beginning with the third occurrence. The process for calculation of the late fee is detailed in the Provider agreement. Appropriate documentation supporting all expenditures included must be maintained and accessible for review when requested by Prime Time and/or CSC. Subject to the availability of funds, Prime Time will issue payment to the Provider within forty-five (45) days after receipt of the invoice. The Provider shall submit a final invoice to Prime Time no later than October 20th of the contract year along with appropriate documentation. Prime Time will not remit payment for invoices submitted after the October 20 deadline. Any overpayments made by Prime Time, through inadvertence or miscalculation or because payment is later disallowed as not having been properly earned by the Provider shall be refunded in full by the Provider to Prime Time within the timeframe specified in the contract.

Prime Time Monitoring Procedure:

For each ELO activity provided, as defined in the Provider's contract, the Provider must maintain all appropriate supporting documentation as to prove it satisfied the requirements for delivering each unit of service as it is defined, as well as proof supporting the number of units provided and paid for during the contract period.

In order to evaluate the quality of the services being delivered by Providers, Prime Time will conduct annual observations/site visits, periodic quality improvement progress checks, and annual monitoring, using an approved CSC format. Prime Time will verify that all applicable Provider licenses and/or other certifications are current and that all other programmatic requirements are being met. Specifically, Prime Time, as the lead agency, is responsible for the following:

- Verifying delivery of services and contract deliverables.
- Measuring the quantity of the services provided (capacity) and implementing actions to improve utilization and quality of services.
- Monitoring to ensure responsiveness and excellence in customer service.
- Collecting client data relevant to the program operation and reporting the data as required by CSC.
- Attending all meetings required by CSC.
- Ensuring all licenses and other certifications are current.
- Ensuring all other program requirements are being met in compliance with CSC's contract.
- Collecting all certification documents to ensure the Provider remains a viable business entity.

Prime Time will review Provider services as compared to the contracted scope of work to verify that the services are being delivered with fidelity and according to budget. Prime Time will be responsible for monitoring not only the quantity of the services provided (capacity) but also the quality of services (to ensure responsiveness and excellence in customer service) and for implementing actions to improve capacity or quality according to a corrective action plan.

Prime Time staff will monitor Provider session attendance records and/or event expenditures on a periodic basis (i.e., at least quarterly and in the event of questionable invoices) to verify attendance reports and to ensure ongoing fiscal compliance with the contract.

Per current CSC guidelines for sub-contractor monitoring,

... fiscal monitoring is defined as the examination of amounts requested by the sub-contractor to determine that they are billing in accordance with their approved budget. The determination will require the examination of all supporting documentation and any other information required by CSC's approved monitoring format.

➔ **NOTE:** *Prime Time will follow the CSC monitoring guidelines in effect at the time of the monitoring visit. Prime Time will notify ELO Providers of any new requirements as soon as they become available.*

Prime Time receives funding from the Children's Services Council of Palm Beach County (CSC) to offer ELO services. As such, all ELO Providers that receive funding from Prime Time must also adhere to CSC guidelines as applicable. In the event that there is a conflict between the two organizations' policies, the CSC policy will supersede Prime Time's policy. As such, Prime Time will convey relevant policy information to subcontracted Providers as soon as Prime Time becomes aware of any new or additional information. Providers must comply with all applicable Prime Time and CSC policies and procedures, effective immediately upon written notification, and must acknowledge in writing, receipt of, and agreement to comply with, said policies and procedures.

Prime Time will contact, via telephone and/or email, the Provider's Executive Director and appropriate fiscal/program managers to schedule the monitoring visit at a mutually convenient time. The Program Verification/Programmatic Site Visit monitoring checklist will be sent ahead of the visit so that the Provider is aware of what to expect. Where possible, site visits will be arranged approximately thirty (30) days in advance. Prime Time will notify its cognizant CSC program officer of the scheduled Provider monitoring visit so he/she may choose whether or not to attend. Attendance of the CSC program officer and/or other CSC staff is for observation purposes only.

Prime Time's fiscal review will focus on the unit cost reimbursement rate. The purpose of the review is to determine that the rate is fair and reasonable. The review will include a line item budget to actual comparison. The monitoring may include a review of Provider salaries and invoices as compared to budgeted amounts. The monitoring will review that the Provider is on track to meet its deliverables within the contract period. If the Provider is not providing services and invoicing Prime Time according to the timeline in the contract, Prime Time will work with the Provider to revise the timeline or will adjust the Provider's funding allocation accordingly.

Prime Time's program review will include, but may not be limited to, verification of the following elements to confirm fidelity with the contracted service scope of work:

- ✓ *Capacity:* Prime Time will determine whether enhancement provider is on target with youth served and/or adults served.
- ✓ *Provider Meetings:* A designated member of the funded Provider agency shall attend and participate in all quarterly enhancement Provider meetings.
- ✓ *Disaster/Evacuation Plan:* Prime Time will ensure that the Provider has a disaster/evacuation plan in place to protect staff and property and to ensure that the Provider can still provide essential services in the event of a disaster.
- ✓ *Child Abuse Reporting Requirements:* Prime Time will ensure that the Provider is aware of the Child Abuse Reporting Requirements. Under Florida law, all Provider staff providing services funded by Prime Time must be trained on the mandatory reporting requirements.
- ✓ *Background Screening:* Any and all Provider staff who provide services funded by Prime Time directly to children and youth must have documentation of Level II background screening.
- ✓ *Mandatory Staff Training:* All Provider staff who deliver the contracted ELO services are required to complete nine hours of Prime Time training.
- ✓ *Prime Time's Service Eligibility:* Prime Time staff monitors the monthly schedules and monthly data reports to ensure that services are provided only to eligible afterschool programs, i.e., QIS sites, Title I public schools, and community-based OST programs in designated zip codes. Prime Time will obtain a list of OST programs being served.
- ✓ *Data:* Providers are required to submit monthly reports (attendance and satisfaction surveys) by the tenth (10th) of each month.
- ✓ *Invoices/Reimbursements:* Monthly invoices must be completed in SAMIS or by electronic invoice with proper documentation (when requested).
- ✓ *Acknowledgement:* Providers must acknowledge Prime Time and CSC on their marketing materials and obtain approval of such materials prior to their production.

Providers are also required to issue a press release announcing their funding award and acknowledging Prime Time and CSC as stated in the general conditions of the contract. Furthermore, Providers must notify Prime Time and CSC of Prime Time-funded events.

- ✓ *Attendance Rosters & Sign-in Sheets:* Prime Time will review and audit the attendance rosters and sign-in sheets against the units/children billed for monthly on the SAMIS report and submitted at the end of the series.
- ✓ *Memorandum of Agreement:* Prime Time will verify that each ELO Provider has a memorandum of agreement, which documents the rules, roles and responsibilities of both the ELO Provider and the afterschool/summer camp program.

Prime Time will issue an annual monitoring report and letter, signed by the Executive Director of Prime Time, to the Provider within 30 days of the monitoring visit. The report will identify any disallowances and explain any findings or concerns as a result of the monitoring along with recommendations for improvement to be incorporated into a corrective action plan. A copy of the monitoring report and letter will be copied to CSC. Prime Time will be responsible for collecting any unit cost reimbursement disallowances from the Provider and for working with the Provider to implement any corrective action plans resulting from program operation. Prime Time will be the responsible agency to appear before CSC's Program Review Committee if necessary.

At the end of the second quarter, Prime Time will do an overall progress check of all Providers' cumulative spending. In the event Prime Time finds that a pool of funds are likely not to be expended by the contracted Providers, Prime Time may reallocate all or a portion of said funds for services in accordance with the scope of the original RFP.

As the lead agency, Prime Time will be subject to audit by CSC's agency compliance audit staff and will be responsible for addressing any concerns as they relate to the lead agency or sub-contracted Providers identified in the course of said audit.

Corrective Action Plan:

Prime Time may issue a corrective action plan to any Provider found not to be in compliance with the terms of its contract; not to be providing services as described in its approved scope of work; or not to be providing adequate documentation of services, unit cost justification, etc. The corrective action plan will be developed and reviewed with the Provider and will include a complete description of the problem(s) to be addressed and a detailed plan to rectify the issue(s). The plan will include a timeline for completion of each task as well as identification of persons responsible for implementation. Prime Time will monitor adherence to the corrective action plan according to the timeline included in said plan.

Prime Time expects that Providers cooperate fully with any corrective action plan issued and reserves the right to cancel a Provider's contract for non-compliance in the event the corrective action plan is not followed.

Funding Reallocation:

Prime Time reserves the right to reallocate funding among Providers in the following instances:

- ▶ A Provider is not able to utilize its entire contract allocation amount. Providers are expected to invoice Prime Time in a timely manner and to expend its budget as proposed. In the event a Provider is unable to provide services as proposed and/or, based upon a trend analysis by

Prime Time, is unable to expend its entire allocation, Prime Time may reallocate said Provider's funding to another Provider.

- ▶ A Provider fails to comply with its contract terms or corrective action plan, which results in cancellation or failure to extend a contract. In the event a Provider's contract is cancelled or not renewed, that Provider's funding may be reallocated to other Providers to meet the demand of OST programs served by Prime Time.
- ▶ Prime Time's total annual funding allocation from CSC and/or other funders is reduced or increased.

In the event that that additional funds come available – whether due to funds not being expended by contracted Providers; as a result of failed negotiations; or upon notification of award of additional funding from CSC or another funder, Prime Time may strategically reallocate funds to meet the needs and demands of the OST programs Prime Time serves via one or more of the following processes:

- Informal Written Quotes – Prime Time may consider informal written requests from agencies that wish to serve as ELO Providers as pilots (i.e. summer) with a dollar value greater than \$10,000 and less than \$50,000. Prospective providers will submit quotes for pricing and deliverables information in writing for specific contractual services.
- Invitation to Bid (ITB) – Prime Time may issue an ITB to seek specific, defined ELO services for which contractual ELO Provider services are required to fill gaps for services for which there is unmet demand or need.
- Request for Proposals (RFP) – The full, formal RFP process shall be used to provide potential Providers the latitude to develop and recommend ELO services that satisfy the need as stated in the RFP. With the exception of unusual circumstances, Prime Time intends to issue a competitive RFP only once every five years.

Contract Renewal:

Contingent upon satisfactory contract compliance and positive monitoring reports, ELO Providers' contracts may be renewable annually for up to five years. All contract renewals are contingent upon available funding from CSC.

Providers that do not meet the contract deliverables or fail to comply with improvement plans issued as a result of a Prime Time monitoring test will not be eligible for contract renewal, and their funding will be reallocated as described above.

The contract renewal process will include a review of actual costs/expenditures to deliver services compared to the proposed line item budget and a review of the unit cost reimbursement rate to determine that the rate is fair and reasonable. If the actual cost to deliver services changes over time, the unit cost reimbursement rate will be modified during the annual contract renewal process.

Prime Time may strategically reallocate funds among existing ELO Providers during the contract renewal process, based on CSC funding availability, to meet the needs and demand of the OST programs served by Prime Time. Reallocation of funding during the contract renewal process

will be predicated upon a review of prior year performance of each Provider with regard to contract deliverables, unit cost analysis, and contract compliance, including adherence to corrective action plans if applicable. All contracts recommended for renewal require the approval of the Prime Time Board of Directors.

Prime Time will issue a new RFP every five years to guarantee equal opportunities for all interested, qualified agencies to compete for ELO Provider contracts and funding. Prior and current Providers in good standing at the time an RFP is issued will be eligible to reapply for subsequent contracts under the RFP.

STATEMENT OF AGREEMENT

This is to certify that I, _____, have received a copy of the Expanded Learning Opportunities (ELO) Provider Contract and Unit Cost Agreement Policies & Procedures and the Children’s Services Council of Palm Beach County’s Fiscal Guidelines. I have read and understand the contract and the aforementioned policies and procedures and funder guidelines, and I agree to comply.

Signature

Date

[NAME OF AUTHORIZED PROVIDER REPRESENTATIVE]

[NAME OF ELO PROVIDER AGENCY]