CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY FIRST CONTRACT RENEWAL AGREEMENT FOR CITY OF HOLLYWOOD CONTRACT # 17-2750

This CONTRACT RENEWAL AGREEMENT, entered into between the CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY, an independent special tax district of the State of Florida, hereinafter referred to as "CSC," and CITY OF HOLLYWOOD, a Florida municipality, hereinafter referred to as "PROVIDER," renews and amends the above-referenced Contract by deleting, as indicated by "strikethrough" and adding as indicated by "underscore," the section(s) below:

TERMS OF AGREEMENT, SECTION I, PAGE 1

The CSC exercises the <u>first</u> renewal option of <u>three one-year renewal options</u> for Contract #17-2750 for the period of October 1, 2017, through September 30, 2018, 2019. This Agreement may be renewed for <u>two</u> additional periods comprising the Renewal Option Period from October 1, 2019, through September 30, 2020; and October 1, 2020 through August 31, 2021 at the end of the term at the sole option of the CSC.

FUNDING AND METHOD OF PAYMENT, SECTION IV, PAGES 3-4, A. & B.

- A. The annual maximum amount payable by CSC to PROVIDER shall be \$40,682.00 for FY 16/17 and for FY 17/18 FY 18/19 shall be \$555,890.00 for a total of \$596,572.00 \$572,567 ("Contract Amount").
- B. The PROVIDER agrees to provide a CSC-required Match in the amount of \$4,173.00 for the period of August 1, 2017, through September 30, 2017; and \$105,664.00 \$100,846 for the period of October 1, 2017 2018, through September 30, 2018 2019.

This Contract Renewal Agreement shall become effective on <u>October 1, 2018</u>. All terms and conditions of said original Contract and any attachments and amendments thereto shall remain in full force and affect for this Contract Renewal Agreement. Any provisions of said original Contract and any supplements and amendments thereto in conflict with this Contract Renewal Agreement shall be and are hereby changed to conform to this Contract Renewal Agreement. This Contract Renewal Agreement is hereby made a part of the Contract.

IN WITNESS WHEREOF, this 16-page Contract Renewal Agreement,	inclusive of Exhibit AScope
of Work, and Exhibit DInsurance, is hereby executed as follows:	·

Approved as to form by:

JOHN MILLEDGE, ESQ. 200 SW First Avenue, Suite 800 Ft. Lauderdale, FL 33301

John Milledge, Esq.

PROVIDER: City of Hollywood	CSC:	
or Honywood		
SIGNED BY:	SIGNED BY:	
NAME: <u>Josh Levy</u>	NAME: <u>Beam Furr</u>	
ΓΙΤLE: <u>Mayor</u>	TITLE: Chair	
Provider Federal Identification #: 59-6000338 Attachments: Exhibit A, and <u>D</u>		
Provide notary attestation for Provider's signat	ure below:	
STATE OF FLORIDA)		
COUNTY OF BROWARD)		
The foregoing Agreement was acknowledged before me	_	
oy(Name of Signatory) on behalf of	(Title)	
	of Entity)	• ·
Personally known OR Produced Identification Type of identification produced:		
(Seal)		
	Notary Public – State of Florida	*
	(Name of Notary Typed, Printed, or	Stamped)

EXHIBIT A

SCOPE OF WORK

SECTION I, C, SERVICE DELIVERY—CORE SERVICES, PAGES 23-27

Program Services shall be provided to address the specific needs of clients. They shall include:

Service Name and Description	# of Participants to be served School Year	# of Participants to be served Summer
Homework/Supplemental Activities – A minimum of 60 minutes daily of homework assistance, remediation, individualized tutoring, and/or academic enrichment activities shall be offered during the school year by a certified teacher for a minimum of four (4) days per week. Homework shall be the primary focus of the afterschool academic hour. When a child's homework takes less than one hour, engaging supplemental activities (no worksheets) shall be delivered by creative and qualified staff members. They should be creative, engaging, incorporate the use of varied learning modalities and be fun. Examples of supplemental activities include:	105	400
 Arts and Crafts Chess Building Blocks and Fine Motor Manipulatives STEAM (Science, Technology, Engineering, Art, Mathematics) Literacy Activities Digital Game Based Learning Supplemental activities, during the summer, shall be offered as time allows, and be delivered by creative and qualified staff members. Examples of supplemental activities are listed above.		
Project Based Learning – Project Based Learning is the major focus in the summer. All academic components shall be included in the PBL lesson plan and shall be aligned with the Florida Standards. These include STEAM (Science, Technology, Engineering, Art and Math); Reading, Writing and Social Studies. There is no daily minimum time requirement for each academic component while incorporated into the Project Based Learning theme, but a minimum of two hours per day of PBL shall be offered daily. During the summer a community service initiative may be incorporated into the Project Based Learning.		400
Project based learning themes must be a minimum of one (1) week in length, but could be up to three (3) weeks.		

Service Name and Description	# of Participants to be served School Year	# of Participants to be served Summer
Physical Fitness – A minimum of 40 minutes per day during the school year and 40 minutes for every three and one-half (3 ½) hours of programming during the summer of structured physical fitness activities that meet the recreational needs of the population shall be offered daily. The SPARK curriculum shall be implemented a minimum of 30 minutes per day during the school year and 60 minutes per day during the summer. Fitness activities shall be fun, engaging, and promote teamwork and cooperative play.	105	400
Drowning Prevention / Water Safety - Children shall attend 8-10 in-water, participatory safety lessons provided by Swim Central. The lessons shall expose children to water safety and swimming skills.		400
Nutrition – The PROVIDER is required to research participation in the Afterschool Meals Program (AMP) administered by the Florida Department of Health (FDOH). The meal program is funded by the U.S. Department of Agriculture and provides reimbursement for nutritious meals and snacks served at eligible afterschool program sites. One (1) healthy snack and supper shall be offered to each child daily afterschool throughout the school year . The PROVIDER shall use mealtime as an opportunity to discuss nutrition and healthy lifestyle choices.	105	400
For the summer , PROVIDERS are required to participate in the Summer Food Service Program (SFSP), administered by the Florida Department of Agriculture and Consumer Services (FDACS), if applicable. On summer days, breakfast or snack shall be offered in the mornings, lunch must be offered in the middle of the day, and a snack must be offered in the afternoons. Two of these three snacks/meals shall come through a federally funded program. On non-school days parents should be alerted to send their child(ren) with lunch and snack provisions. The PROVIDER is required to have emergency food provisions onsite to be used as needed. The PROVIDER shall use mealtime as an opportunity to discuss nutrition and healthy lifestyle choices.		
Social Skills Building – Social-emotional learning shall be utilized daily during the school year and the summer. Components related to social skills building shall be interwoven throughout the overall program design and follow the Promoting Alternative Thinking Strategies (PATHS) curriculum. Social skills activities shall be presented interactively, creatively and in a way that will promote positive self-esteem, pro-social peer relationships, and good citizenship.	105	400

# of Participants to be served School Year	# of Participants to be served Summer
105	
105	400
	served School Year 105

Service Name and Description	# of Participants to be served-School Year	# of Participants to be served Summer
Cultural Arts Education and Enrichment Activities— An array of high quality opportunities and experiences that expose children to art and culture, music, social studies and science shall be offered throughout the school year. The PROVIDER must use a minimum of four (4) Broward County cultural artists, which can be found in The Arts in Education Directory (http://www.broward.org/Arts/ArtsEducation/AIEDirectory/Pages/D efault.aspx) maintained by the Broward County Cultural Arts Division. Activities may include off-site field trips and/or on-site shows or presentations.	105	400
Cultural arts and enrichment Activities shall be offered weekly during the summer . The PROVIDER must use a minimum of three (3) Broward County cultural artists, as described above. Activities may include off-site field trips and/or on-site shows or presentations.		
Non School Days – The PROVIDER shall offer MOST services on a minimum of (14) (21) non-school days during the school year. A full day of structured activities on the non school days shall be available.	105	

The PROVIDER shall ensure that a certified teacher instructs a maximum of thirty (30) children, alongside a staff member, during the Homework Help/Supplemental Activities component of afterschool and the summer Project Based Learning component to ensure a teacher to child ratio of 1:30. Smaller ratios for inclusion of children with special needs require CSC approval. A certified teacher is identified as a teacher with a current or prior five year Professional Teacher Certificate or a current Temporary Teacher Certificate. During SPARK, Social Skills, and Cultural Arts and Enrichment Activities, and during all other activities a 1:20 staff to child ratio must be maintained. Ratios for children with special needs will be based on the individual populations within a program.

SECTION I, E. DATES/DAYS/HOURS OF OPERATION, PAGE 27

The PROVIDER shall operate the year round program for a portion of the students from August 9, 2017 through September 30, 2018, during the renewal period and for the remainder of the students from August 21, 2017 through September 30, 2018, Monday through Friday, on all school days (inclusive of early release days, teacher planning days, and agreed upon summer and school holidays) in accordance with the School Board of Broward County's official school calendar. On regular afterschool days and early release days, the program shall begin immediately after school. and end at 6:00 p.m. The hours of operation for school holidays, teacher planning days and summer days shall be from 7:30 a.m. until 6:00 p.m.

SECTION II, STAFF QUALIFICATIONS, PAGES 28-29

Staff positions, qualifications and duties shall be as follows:

# of Staff	Position	Education	Position Code	Experience	Duties	% of time devoted to the
						program
3 4 PT	Recreation Leaders 1 Year Round 2 <u>3</u> Summer Only	High School Diploma or GED	DS/P/ Oth	Minimum of 6 months' experience in recreation work, one year or more preferred.	Direct and supervise team activities, organize games, demonstrate crafts, operate office equipment, keep reports.	100%
4 PT	Recreation Coordinator 2 Year Round 2 Summer Only	Associate's Degree from an accredited University or College in Parks and Recreation, Physical Education, Sports Management or a related field.	PM	Minimum of 3 years' experience	Plan and execute recreation, cultural and athletic activities and events; coordinate recreation facility programs and activities. Organize and supervise the work of subordinate staff, contract personnel and volunteers. Receive, review, prepare and/or submit various operational records and reports. such as monthly activity reports, time sheets, surveys, staff schedules, purchase requisitions, program proposals, program evaluations, program attendance, contracts, registration forms, insurance agreements, deposits, facility and vehicle inspections.	100% Match
18 19 PT	Recreation Aide 6 <u>5</u> Year Round 12 <u>14</u> Summer Only	High School Diploma or GED	DS/P/ Coun	Minimum of 6 months' experience in recreation work, one year or more preferred	Participate, assist and lead in games, teach rules and play skills. Maintain safety and health standards at center; provide first-aid to injured persons, record attendance, and issue equipment.	100%

# of Staff	Position	Education	Position Code	Experience	Duties	% of time devoted to the program
4 PT	Clerical 2 Year Round 2 Summer	High School Diploma or GED	AS	Minimum of one (1) year of responsible experience including use of computers and standard software applications such as MS Word; or an equivalent combination of training and experience. Demonstrate ability to type thirty (30) corrected words per minute.	Operate a computer, photocopier, respond to telephone inquiries; greet the parents; provide information and direct callers; act as a receptionist. Enter test scores and attendance. Maintain filing systems of correspondence, forms, cards, receipts, permits, plans, reports, and records; maintain log books, ledgers or other audit and tracking records.	100%
17 14 PT	Certified Teachers 1 School Year Only 5 Year Round 11 9 Summer Only	Current or Expired Certified Teaching Certificate.	DS/Pf/ Tch	Classroom teaching experience.	During school year: homework assistance & implement supplemental activities. During summer: PBL activities, social skills, & supplemental activities.	100% Contractual

This staffing chart and the aligned proposed budget are the basis for the Unit of Service cost in this contract. Any staffing pattern changes, differences in the corresponding salary/benefit costs or prolonged vacancies must be reported to your CSC Programs Manager in a timely manner. Your contract and/or budget may be adjusted if there are significant divergences from the proposed staffing pattern.

SECTION III, GENERAL OPERATING INFORMATION, PAGE 29

A minimum of **105** unduplicated children shall be served during the school year <u>in this renewal period</u>. A minimum of **400** children shall be served during the summer <u>in this renewal period</u>.

SECTION IV, A. UNITS OF SERVICE DEFINITIONS, PAGE 31

MOST – General Population/Inclusion

Afterschool Day Unit - GP (#9220)

One (1) unit of afterschool care is defined as a minimum of two (2) hours per child per day of afterschool care on regular school days or on days of early dismissal. Attendance of each participant must be timed in by a staff member and out in writing each day by an approved parent or parent designee. General Population, partial attendance of one (1) or more hours may be billed at a single partial rate of 50%, as needed for children from schools with late dismissal times.

Non School Day (School year) / Summer Unit – GP (#9221)

One (1) unit of non school day care is defined as six (6) or more hours per child per day on non school days such as Teacher Planning Days and holidays, during the school year, and during the summer. Attendance of each participant must be timed in and out in writing each day by an approved parent or parent designee. Days of Non School Day, General Population, partial attendance of three (3) or more hours may be billed at a single partial rate of 50%, as needed for children attending a School Board sanctioned summer academic program.

SECTION IV, B, UNIT AMOUNTS, PAGES 31-32

The maximum number of units to be provided under this contract renewal agreement is as follows:

FY 16/17

2500.2770 Units of MOST Afterschool services (serving 105 children on 28 days X 85% attendance rate) [invoice type #9220 GP] at \$10.83 not to exceed \$27,078.00.

Days of Afterschool, partial attendance of one (1) or more hours may be billed at a single subunit rate of 50%, or \$5.42.

Total for all units of service for FY 16/17 may not exceed: \$27,078.00

*Note that extended decimal places are necessary to account for partial units and ensure accuracy of dollar calculations.

FY 17/18

16,075.6025 16,067.5645 Units of MOST Afterschool Day services (serving 105 children on 180 days X 85% attendance rate) [invoice type #9220 GP] at \$8.93 \$8.91 not to exceed \$143,555.13 \$143,162.

Days of Afterschool, partial attendance of one (1) or more hours may be billed at a single subunit rate of 50%, or \$4.47 **\$4.46**.

47,619.8156 17,760.1402 Units of MOST Non School Day services (49 48 summer days X 400 children X 85% attendance rate + 44 21 non-school days X 105 children X 65% [invoice type #9221 GP] at \$18.06 \$18.54 not to exceed \$318,213.87 \$329,273.

Days of Non School Day, partial attendance of three (3) or more hours may be billed at a single subunit rate of 50%, or \$9.03 \$9.27 as needed for children attending a School Board sanctioned summer academic program.

Total for all units of service for FY 17/18 FY 18/19 may not exceed: \$461,769.00 \$472,435.

*Note that extended decimal places <u>for unit amounts</u> are necessary to account for partial units and ensure accuracy of dollar calculations.

SECTION V, METHOD OF PAYMENT, PAGES 32-34

- 1. **Unit Costs:** Client services provided under this contract will be paid as units of service at the rates and maximum amounts as defined above in Section IV. A. The maximum amount to be paid under this Scope of Work for units of service shall not exceed:
 - 1. FY 16/17 \$27,078.00, as detailed in Section IV. B.
 - 2. FY 17/18 \$461,769.00, FY 18/19 \$472,435 as detailed in Section IV. B.
- 2. Value Added (#8020): Value added expenditures shall be on a cost reimbursement basis. The CSC will pay the PROVIDER for allowable value added expenditures in accordance with CSC PROVIDER Guidelines and the approved value added budget and value added budget narrative, hereby incorporated by reference. Only value added expenditures incurred on or after the contract effective date and on or prior to the termination date of the contract are eligible for payment. The total maximum amount to be paid under this contract for value added expenditures shall not exceed:
 - 1. FY 16/17 \$2.151.00
 - 2. FY 17/18 \$92,200.00 FY 18/19 \$97,732.
- 3. Start-Up Expenses (#8093): shall be on a cost reimbursement basis and shall be limited to expenses required for start-up, i.e.: supplies and staff recruitment costs. The CSC will pay the PROVIDER for allowable costs incurred in accordance with CSC PROVIDER Guidelines and the approved start-up/capital expense budget and budget narrative, hereby incorporated by reference. Only costs incurred on or after the contract effective date and on or prior to September 30, 2017 shall be eligible for payment. The maximum amount of start-up costs/capital expenses to be paid for under this contract for FY 16/17 shall not exceed: \$11,453.00.
- 3. Other Reimbursement (#8050): Other Reimbursement expenditures shall be on a cost reimbursement basis. The CSC will pay the PROVIDER for allowable other cost reimbursement expenditures in accordance with CSC PROVIDER Guidelines and the approved other cost reimbursement budget and other cost reimbursement budget narrative, hereby incorporated by reference. Only other cost reimbursement expenditures incurred on or after the contract effective date and or prior to the termination date of the contract are eligible for payment. The total maximum amount to be paid under this contract for other cost reimbursement shall not exceed:
 - 1. FY 16/17 N/A
 - 2. FY 17/18 \$1,921.00 FY 18/19 \$2,400.
- 4. All payments shall be requested by the PROVIDER on a monthly basis in the format prescribed by the CSC. Approved payment will be derived from PROVIDER invoices reflecting services delivered in accordance with the contract. Agencies will not be paid for clients who do not attend sessions. Payment is contingent upon submittal of complete and accurate data in accordance with CSC requirements for the reporting of client and service data information. No invoices will be processed for payment if required backup documentation has not been provided in a complete and accurate manner. The PROVIDER is required to pursue third party, Medicaid, and client payments (where applicable). If the contract is with an agency which is subcontracting delivery of services to other PROVIDERS, the lead agency will be responsible for compiling all data necessary to submit a consolidated monthly invoice, and required reports. These funds shall not

be used to supplant any other sources of funding including, Medicaid, private insurance, and/or, client fees.

- <u>5.</u> Match: The PROVIDER agrees to match the dollar amount awarded by the CSC to the PROVIDER in an amount equal to the total approved match amount or the higher amount so specified in the Proposal. The match may be provided in the form of cash or in-kind contributions, in accordance with the approved budget, hereby incorporated by reference. In-kind contributions may only include a portion of staff salaries, volunteers, equipment, space and other in-kind contributions as agreed to in writing by the CSC. The PROVIDER shall provide proof of the match on or before the due date of the invoice(s). To the extent that the PROVIDER fails to provide such proof, then that amount shall be deducted from any amounts due and owing by the CSC to the PROVIDER under this contract or any other contracts between the parties. The total amount of Match to be applied to this Scope of Work shall be a minimum 5% of the total reimbursed contract amount through the end of the contract term in accordance with the approved line item budget, hereby incorporated by reference.
- 6. Sliding Fee Scale: In order to further the reach of CSC funding, PROVIDER shall utilize the CSC's approved sliding fee scale. Collected fees shall be deducted from the invoice as third party payments. No child shall be denied services due to inability to pay. Fees may be waived based on documented individual circumstances.
- 7. Registration Fees/Deposits: In addition to sliding scale fees, with CSC approval, PROVIDER may charge a one-time registration or membership fee to families participating in MOST afterschool and/or the summer programs. This fee shall not exceed \$25 per family per school year for the afterschool program (includes afterschool, early release, and non-school days). For MOST summer programs, this fee shall not exceed \$15 per family. MOST programs may charge a fee, not to exceed \$10 per day, for non-school days during the school year. It is recommended that the PROVIDER develop an "Attendance Contract" with families to ensure regular attendance. All registration and memberships fees must be deducted on your invoice as a Third Party Reimbursement.

Refundable deposits may be charged when used as a reservation fee for summer camp or non-school day services. This fee shall not exceed \$30 for a single child or \$50 for a family. PROVIDER may not charge other additional fees to families receiving MOST services, such as non-refundable deposits. Fees may be waived based on documented individual circumstances. No child will be denied MOST services for inability to pay any fees.

SECTION VI, PERFORMANCE MEASURES, PAGES 34-35

VI. PERFORMANCE MEASURES

The PROVIDER will be required to submit client performance measure data, in the SAMIS Performance Measure (PM) Module, within the time frames specified by the CSC. The PROVIDER shall also report any barriers experienced in performance measure achievement, as required. The report should also include any noteworthy activities that have occurred during the term of this Agreement, as requested. PROVIDERS will use the CSC Data Quality Assurance Report to ensure administration points are completed and service components are attached.

DESIRED RESULT: Children will succeed in school.

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	Council Goal	Evaluation Tool	Admin Schedule
How Much Did We Do?	Much Did % of contracted children		SAMIS Data	Year-Round: Trimester Summer Only: Post
	% of funded allocation utilized	95%	SAMIS Data	Year-Round: Trimester Summer Only: Post
How Well Did We Do It?	Pid We Monitoring Expects		Monitoring and Site Visits Reports	Annual Monitoring
	Level of Parent/Child Satisfaction	90%	Satisfaction Survey	Annual Monitoring
	Quality of Project Based Learning (PBL) Implementation	TBD	PBL Rubric	Summer Monitoring
	Data Integrity	95%	SAMIS Quality Assurance Report	Annual Monitoring
Is Anybody Better Off?	% of children not experiencing a serious injury (requiring emergency room attention), abuse or arrest	100%	Injury/Incident Reports.	Year-Round: Trimester Summer Only: Post

report while in care, during the contract period.		,	
% of youth who improve homework completion.	75%	Parent satisfaction surveys administered by Council staff.	School Year Survey
% of children who improve academic performance and/or skills.	75% 70%	BAS and/or DIBELS SBBC Academic Assessments (e.g., BAS, ELL)	Year-Round: Trimester Summer Only: Post
% of improved social interactions (staff-child, child-child)	80%	To be determined by CSC Research Staff CSC Social Skills Assessment	Year-Round: Trimester Summer Only: Post

Important Note: Additional and/or substituted tools and data collection/entry procedures may be required by the Research and Planning Department.

Year- Round Administration Points

The CSC Research Analysis and Planning Department will publicize the exact testing dates. on the CSC Family Website. The general guidelines for the testing dates and data reporting deadlines are as follows:

- Pre-test to be administered within two weeks of program start.
- Mid-test to be administered at the end of the first semester.
- Post-test to be administered at the end of the 2nd semester.
- Post-test scores will be used for Summer Pre-test scores.
- Summer Post-test to be administered two weeks prior to the end of the summer program as indicated by CSC.

Summer Only Administrative Points

The CSC Research Analysis and Planning Department will publicize the exact testing dates. on the CSC Family Website. The general guidelines for the testing dates and data reporting deadlines are as follows:

- Post-test scores will be used for Summer Pre-test scores.
- Summer Post-test to be administered two weeks prior to the end of the summer program as indicated by CSC.

EXHIBIT D INSURANCE

SECTION XXIII, INSURANCE, PAGES 14-15

PROVIDER shall maintain in force for the term of this Agreement comprehensive general liability in the minimum amount of three hundred thousand dollars (\$300,000) five hundred thousand dollars (\$500,000) per occurrence bodily injury and property damage combined single limit. Such policy will be evidenced by a Certificate of Insurance which reflects CSC as an additional insured and provides thirty (30) days prior written notice of cancellation. The Certificate of Insurance shall also be in compliance with Florida Statute 440 (Workers' Compensation Law).

- A. Further, PROVIDER will maintain professional liability insurance in the minimum amount of three hundred thousand dollars (\$300,000) five hundred thousand dollars (\$500,000) for each claim, subject to insurance market availability and affordability. Such policy will be evidenced by a Certificate of Insurance which provides thirty (30) days prior written notice of cancellation.
 - Each renewal of the respective Certificate of Insurance provided for above shall be submitted to the CSC. Failure to submit a current Certificate of Insurance shall result in suspension of any monies due and owing for any outstanding invoice of the PROVIDER by the CSC. PROVIDER shall submit a copy of their current Certificate of Insurance to the CSC when this Agreement is signed with renewals of same annually thereafter.
- B. If PROVIDER'S insurance is provided by a municipality and at any time the municipality is unable or unwilling or otherwise ceases to provide insurance to CSC for injury, damages, or liability which may arise out of the performance of this Agreement, PROVIDER shall be responsible for providing sufficient insurance in amounts and under terms required by CSC. CSC, in its sole discretion, shall determine what constitutes sufficient insurance. Documentation shall be submitted by PROVIDER to the CSC Programs Manager.