Memorandum

MIAMI-DADE COUNTY

Date: April 3, 2012

Agenda Item No. 8(H)(2)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Amending Resolution R-595-11 to Provide that the Total Grant Expenditures Are Approved up to $4,500,000 over Three Years.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution to amend resolution R-595-11, to accept two grant awards rather than three from The Children's Trust, approve expenditures of $1,470,769 for the grant period of August 1, 2011 through July 31, 2012, and authorize the option to renew these contracts for an additional two years, approving total expenditures of up to $4,500,000 over three years.

Scope

The Children's Trust grants provide funding for eleven Miami-Dade Parks, Recreation and Open Spaces Department (MDPROS) park sites throughout the County, therefore the impact is countywide in nature.

Fiscal Impact/Funding Source

There is no incremental operating impact to the County as a result of obtaining these grants. The grants require no matching County funds and cover all costs, including snacks, supplies, transportation when provided, and the salary of the grants administrator.

Track Record/Monitor

These grants will be administered by Abra Langer of the Miami-Dade Parks, Recreation and Open Spaces (MDPROS) Department.

Background

After the Board approved Resolution R-595-11 (Attachment A) on July 19, 2011, The Children's Trust awarded two grants, rather than three with combined first year funding of $1,470,769, plus an option to renew both for two additional years. Resolution R-595-11 only specified spending limits for one year. This amendment authorizes the expenditures for the first year and the additional two year renewals, up to a total of $4,500,000 over three years. The amendment is needed because MDPROS could not anticipate the actual number of grant awards, the funding amount, and the terms of the contracts.

The attached grants (Attachment B, General Population Programs; Attachment C, Children with Disabilities Programs) will provide initial funding for FY2011-12 at eleven MDPROS park sites throughout the County, with an option to renew for an additional two years.

The programs funded from The Children's Trust grants are out-of-school programs for children from the general population and children with disabilities, programs in social skills/resilience/risk-reduction for youth with disabilities, and summer camps. MDPROS will serve a minimum of 400 children in out-of-school programs and 800 children in summer camps. Children attending these programs will pay no fees.

Lisa M. Martinez, Senior Advisor

Attachments

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: April 3, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(H)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(2)
4-3-12

RESOLUTION NO. _____

RESOLUTION AMENDING RESOLUTION NO. R-595-11 TO PROVIDE THAT THE TOTAL GRANT EXPENDITURES ARE APPROVED FOR UP TO $4,500,000 OVER THREE YEARS

WHEREAS, on July 19, 2011 this Board, via Resolution No. R-595-11 (attached hereto as attachment A), approved submittal and acceptance of the awards of three grant applications and expenditures of $2,000,000 in grant funding for grants from The Children's Trust for children's programs; and

WHEREAS, this Board wishes to amend Resolution No. R-595-11 to accept two grant awards rather than three from the Children's Trust and to approve expenditures of $1,470,769 for the grant periods of August 1, 2011 through July 31, 2012; and

WHEREAS, this Board authorizes the renewal of these contracts for an additional two year and approves expenditures of up to $4,500,000 over three years,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby amends Resolution No. R-595-11 in order to approve the acceptance of two grants instead of three, from The Children's Trust and approve the total expenditures of up to $4,500,000 over three years, beginning on August 1, 2011.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of April, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

ATTACHMENT A

Memorandum

MIAMI-DADE COUNTY

Date: July 19, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 3(J)(1)(A)

From: Alina T. Hudak
County Manager

Subject: Resolution Ratifying Submission of Three Grant Applications to The Children's Trust and Authorizing the County Mayor or the County Mayor's Designee to Accept and Expend the Funds Awarded

Resolution No. R-595-11

Recommendation

It is recommended that the Board approve the attached resolution ratifying submission of three grant applications to The Children's Trust for programs in parks for children with disabilities and children in the general population and further authorizing the County Mayor or the County Mayor's designee to accept and expend the funds awarded, and to exercise the provisions contained in the grant agreement, upon review by the County Attorney's Office.

This ratification is necessary since the Park and Recreation Department could not process a Board approved resolution within the seven week timeframe from the time the funding agency held its bid conference, where training is provided to applicants, to the application deadline date. The granting agency has since provided notification that a total of $1,470,769 was awarded for the three programs.

Scope

The programs that will be funded by the grants are out-of-school programs for the general population, out-of-school programs for children with disabilities, and youth development programs in social skills/resilience/risk-reduction for youth with disabilities. Children attending these programs will pay no fees. The grants will provide funding for FY 2011-12 at twelve park sites throughout the County serving a minimum of 400 children in after school programs and 800 children in summer camps, including children with disabilities. The list of programs and locations is attached.

Fiscal Impact/Funding Source

There is no incremental operating impact to the County as a result of obtaining these grants. The grants require no matching County funds and cover all costs, including snacks, supplies, transportation when provided, and the salary of the grant administrator.

Track Record/Monitor

These new grants will be administered by Abra Langer, Administrative Officer 3 with the Park and Recreation Department, who has been administering them since 2006.

Background

The Children's Trust is a dedicated source of revenue established by voter referendum in 2002 to improve the lives of children and their families in Miami-Dade County. Since 2004, the Parks Department has received $10.4 million in funding from The Children's Trust.

The Parks Department applied for $2 million and was successful in being awarded $1,470,769 for the three projects: Out-of-School Children with Disabilities; Out-of-School General Population; and Youth Development (Social Skills) Children with Disabilities. Due to the long length of the three grant applications, instead of distributing the paper applications, they have been posted on the Miami-Dade County Park and Recreation Department's website at http://www.miamidade.gov/parks/childrenstrustgrants.asp

Assistant County Manager

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 3(J)(1)(A)

7-19-11

RESOLUTION NO. R-595-11

RESOLUTION RATIFYING SUBMISSION OF THREE GRANT APPLICATIONS TO THE CHILDREN'S TRUST FOR UP TO $2,000,000 TO COVER THE COSTS OF PROGRAMS IN PARKS FOR CHILDREN WITH DISABILITIES AND CHILDREN IN THE GENERAL POPULATION, AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ACCEPT AND EXPEND THE FUNDS AWARDED, AND TO EXERCISE THE PROVISIONS CONTAINED IN THE GRANT AGREEMENT, UPON REVIEW AND APPROVAL BY THE COUNTY ATTORNEY'S OFFICE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board ratifies the County Mayor or Mayor's designee's action in submitting three grant applications to The Children's Trust, which can be viewed at the Miami-Dade County Park and Recreation Department's website at http://www.miamidade.gov/parks/childrenstrustgrants.asp to cover the costs of programs in parks, for children with disabilities and children in the general population and further authorizing the County Mayor or County Mayor's designee to accept and expend the funds awarded and to exercise the provisions in the grant agreement, upon review and approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			aye
Audrey M. Edmonson, Vice Chairwoman			absent
Bruno A. Barreiro	absent	Lynda Bell	absent
Esteban L. Bovo, Jr.	absent	Jose "Pepe" Diaz	aye
Sally A. Heyman	absent	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C Moss	absent
Rebeca Sosa	aye	Sen. Javier D Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of July, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Martin W. Sybblis

LIST OF PARKS THAT WILL HOST CHILDREN'S TRUST PROGRAMS 2011-12

Park Name	Address	Disabilities Program	Other	District
Greynolds Park	17530 W Dixie Hwy	X		District 3
Tamiami Park	11201 SW 24 Street	X		District 11
Westwind Lakes Park	6825 SW 152 Avenue	X		District 11
Camp Matecumbe	13841 SW 120 Street	X		District 11
Goulds Park	21805 SW 114 Avenue	X	X	District 9
Coral Estates Park	1405 SW 97 Avenue	X		District 11
Arcola Lakes Park	1301 NW 83 Street		X	District 2
Dr Martin Luther King Jr. Park	6160 NW 32 Avenue		X	District 2
Leisure Lakes Park	29035 Illinois Road		X	District 8
Naranja Park	14150 SW 264 Street		X	District 8
Cinco de Mayo Park	19350 SW 384 Street		X	District 9

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: July 19, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 3(J)(1)(A)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

✓ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

ATTACHMENT B

FY-2011-2012
CONTRACT NO. 1110-1240
BETWEEN THE CHILDREN'S TRUST
AND MIAMI DADE COUNTY
PARK AND RECREATION DEPARTMENT
FOR OUT-OF-SCHOOL

THIS CONTRACT is between **The Children's Trust** whose address is 3150 S.W. 3rd Avenue, 8th Floor, Miami, Florida 33129 and **Miami Dade County Park and Recreation Department.** hereafter "Provider" whose address is 275 N.W. Second Street, 5th Floor, Miami, Florida 33128.

In consideration of the mutual covenants herein, The Children's Trust and Provider (sometimes hereafter referred to as "**Parties**") agree as follows:

A. EFFECTIVE TERM

The effective term of this Contract shall be from **August 1, 2011** through **July 31, 2012**, subject to funding availability and Provider's performance.

B. TERMS OF RENEWAL, if applicable

In the sole discretion of The Children's Trust, this Contract may be renewed with the acknowledgement of Provider. In considering the exercise of any contract renewal, and in accordance with the Request for Proposal (RFP) and Board authorization, renewal may not exceed a term equal to the term of the initial contract for a total maximum of three (3) terms. The Children's Trust in its sole discretion will consider, but is not limited to, the following:

1. Provider meeting the performance requirements specified in this Contract.
2. Continued demonstrated and documented need for the services funded.
3. Program performance, fiscal performance, and compliance by Provider that is deemed satisfactory in The Children's Trust's sole discretion.
4. The availability of funds. The Children's Trust is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the contract.
5. If applicable, The Children's Trust in its sole discretion will initiate re-negotiation of this Contract before the contract term expires.

SEP12 11 3:54

C. SCOPE OF SERVICES

1. Provider agrees to render services in accordance with the Scope of Services, Attachment A, hereafter "Services", to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.

2. The Services' activities and performance measures, as well as complete and accurate data and programming information will be used in the evaluation of Provider's overall performance.

3. Provider agrees that all funding provided by The Children's Trust, pursuant to this Contract will be used exclusively for services in and for the benefit of Miami-Dade County residents.

D. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed **$842,305.00**. Provider agrees that should available funding to The Children's Trust be reduced, the amount payable under this Contract will be reduced at the sole option of The Children's Trust. Provider agrees to adhere to Other Fiscal Requirements, Budget and Method of Payment outlined in Attachment B to this Contract.

E. FISCAL MANAGEMENT

1. Double Billing and Payments

Provider costs or earnings claimed under this Contract may not also be claimed under any other contract or grant from The Children's Trust or, unless such claim is denied by The Children's Trust, from any other agency. Any claim for double payment by Provider shall be a material breach of this Contract.

2. No Supplanting of Existing Public Funds

The Children's Trust funding may not be used as a substitute for existing resources or for resources that would otherwise be available for children's services, or to replace funding previously provided by, and currently available from, local and state funding sources for the same purpose. A violation of this section is a material breach of this Contract.

3. Capital Equipment

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 69I-73.001, and is defined as individual items with a value of $1,000 or greater which have a life expectancy of more than one year. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in this Contract (see Section K. Insurance).

Capital equipment purchased with Trust funds by Provider become assets of The Children's Trust; are intended for The Children's Trust funded programs; are owned by The Children's Trust; and must be tagged at the time of purchase as an asset of The Children's Trust. The Children's Trust will work with Provider to tag the asset and receive all information regarding the capital equipment. Provider must maintain a record of any capital equipment purchased with funds provided by The Children's Trust. When Provider is no longer funded by The Children's Trust, the equipment will be returned to The Children's Trust unless it is fully depreciated. Ownership of capital equipment will be transferred to Provider and removed from The Children's Trust's fixed asset system if the capital equipment is fully depreciated and in the possession of Provider. Provider can purchase the equipment at the depreciated cost with the approval of The Children's Trust. If capital equipment is not purchased by Provider prior to the equipment being fully depreciated, Provider must return such capital equipment to The Children's Trust before submission of the final invoice.

In the event that property of The Children's Trust is either damaged, lost, or stolen, while in Provider's possession, Provider is to perform all of the following: a) within 5 business days provide written notification to The Children's Trust contract manager that the capital equipment has been either damaged, lost or stolen; b) provide a police report for lost or stolen items; or provide a written statement as to how the capital equipment was damaged; and c) reimburse The Children's Trust for the value, as determined by The Children's Trust.

4. Assignments and Subcontracts
Provider shall not assign this Contract to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust. In any subcontract, Provider shall incorporate appropriate language from this contract into each subcontract and shall require each subcontractor providing services to be governed by the terms and conditions of this contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 days of its execution. All sub-contracts with Provider must be executed within 90 days of Provider's execution date. All subcontractors must agree to be monitored by Provider and/or The Children's Trust, in the same manner as Provider under the terms of this contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about contract, program, and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action based upon any such communications.

Provider shall be responsible for all Services performed, and all expenses incurred, under this Contract, including services provided and expenses incurred by any and all subcontractors. The Children's Trust shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract. Provider shall be solely liable for any expenses or liabilities incurred under any subcontract. Provider shall hold harmless and defend, at Provider's expense, The Children's Trust against any claims, demands or actions related to any subcontract.

The Children's Trust shall not provide funds to any subcontractor unless specifically agreed to in writing by The Children's Trust with notification to the Provider. All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. The Children's Trust reserves the right to require verification from Provider and/or subcontractor of payment due for satisfactory work performed by the subcontractor.

Provider and any Subcontractor must be currently qualified to do business in the State of Florida at the time that a subcontractor agreement is entered into and services are rendered.

5. Religious Purposes
Providers and/or their faith-based community partners shall not use any funds provided under this Contract to support any inherently religious activities, including but not limited to, any religious instruction, worship, proselytization, publicity or marketing materials. Any such use by Provider shall be a material breach of this Contract.

6. Lobbying
Provider shall not use any funds provided under this Contract or any other funds provided by The Children's Trust for lobbying any federal, state or local government or legislators. Any such use by Provider shall be a material breach of this Contract.

7. Adverse Action or Proceeding
Provider shall not use any funds under this Contract, or any other funds provided by The Children's Trust, for any legal fees, or for any action or proceeding against The Children's Trust, its agents, employees or officials. Any such use by Provider shall be a material breach of this Contract.

8. Compliance
Provider agrees to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws. This includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns to retain non-exempt status throughout the term of the contract, and payment of payroll taxes as applicable.

Provider further agrees to provide agency and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline.

F. INDEMNIFICATION BY PROVIDER

1. Government Entity

Subject to the limitations and sovereign immunity provisions of Florida Statute, Sec. 768.28, Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or subcontractors.

Subject to the limitations and sovereign immunity provisions of Florida Statutes, Sec. 768.28, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

2. All Other Providers

Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which The Children's Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or sub contractors, except to the extent arising from The Children's Trust's willful or wanton acts or omissions.

To the extent arising from a liability that is covered by the foregoing indemnification, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Provider agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend The Children's Trust or its officers, employees, agents.

The provisions of this section on indemnification shall survive the expiration or termination of this Contract.

G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS

Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature, The Children's Trust has a license to reasonably use, duplicate and disclose such materials in whole or in part in a manner consistent with the purposes and terms of this Contract, and to have others acting on behalf of The Children's Trust to do so, provided that such use does not compromise the validity of any copyright, trademark or patent. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in Provider or with any applicable third party who has licensed or otherwise permitted Provider to use the same. Provider agrees to allow

The Children's Trust and others acting on behalf of The Children's Trust to have reasonable use of the same consistent with the purposes and terms of this Contract, at no cost to The Children's Trust, provided that such use does not compromise the validity of such copyright, trademark or patent.

H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY

This Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. Accordingly to the extent permitted by Chapter 119, Florida Statutes, Provider retains sole ownership of intellectual property developed under this Contract. Provider is responsible for payment of required licensing fees if intellectual property owned by other parties is incorporated by Provider into the services required under this Contract. Such licensing should be in the exclusive name of Provider. Payment for any licensing fees or costs arising from the use of others' intellectual property shall be at the sole expense of Provider.

As applicable for The Children's Trust under Fla. Stat. Section 768.28, and to the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the Parties shall indemnify and hold each other harmless from liability of any nature or kind, including costs and expenses for or on account of third party allegations that use of any intellectual property owned by the third party and provided, manufactured or used by the indemnifying Party in the performance of this Contract violates the intellectual property rights of that third party.

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

A material breach by Provider shall have occurred under this Contract if Provider through action or omission causes any of the following:

a. Fails to comply with Background Screening, as required under this Contract.
b. Fails to provide the Services outlined in the scope of services (Attachment A) within the effective term of this Contract;
c. Fails to correct an imminent safety concern or take acceptable corrective action;
d. Ineffectively or improperly uses The Children's Trust funds allocated under this Contract;
e. Does not furnish and maintain the certificates of insurance required by this Contract or as determined by The Children's Trust;
f. Does not meet or satisfy the conditions of award required by this Contract;
g. Fails to submit or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed reports of requests for payment, expenditures or final expenditure reports; included, but not limited to filing reports or request for payments in Services & Activities Management System ("SAMIS").
h. Does not submit or submits incomplete or incorrect required reports pursuant to the scope of Services in this Contract;
i. Refuses to allow The Children's Trust access to records or refuses to allow The Children's Trust to monitor, evaluate and review Provider's program, including required client data;
j. Fails to comply with child abuse and incident reporting requirements;
k. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;
l. Fails to correct deficiencies found during a monitoring, evaluation or review within a specified reasonable time;
m. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies;

n. Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws;

o. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Contract.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

2. Remedies

If Provider fails to cure any breach within thirty (30) days after receiving written notice from The Children's Trust identifying the breach, The Children's Trust may pursue any or all of the following remedies:

a. The Children's Trust may, at its sole discretion, enter into a written performance improvement plan with Provider to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.

b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider of such suspension and specifying the effective date of suspension, at least five business days before the effective date of suspension. On the effective date of suspension Provider may (but shall not be obligated to) continue to perform the Services in this Contract, but Provider shall promptly cease using The Children's Trust's logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five business days before the effective date of such suspension, in any event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension including reasonable attorney's fees.

c. The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by Provider with Trust funds under this Contract subject to the rights of Provider as provided for in Paragraphs G and H above; (b) seek reimbursement of any Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for services that were performed and/or deliverables

that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney's fees.

d. The Children's Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorneys' fees through conclusion of all appellate proceedings, and including any final settlement or judgment.

e. The provisions of this Paragraph I shall survive the expiration or termination of this Contract.

J. TERMINATION BY EITHER PARTY

The parties agree that this Contract may be terminated by either party by written notice to the other party of intent to terminate at least thirty (30) calendar days prior to the effective date of such termination.

K. INSURANCE REQUIREMENTS

Prior to, or on the date commencing the effective term of this Contract, Provider's insurance agent(s) shall provide to The Children's Trust the following, as applicable: 1) Certificates of Insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract.

Or, 2) A letter of self-insurance indicating coverage applicable to a Florida municipal corporation required under this section or as determined by The Children's Trust, except as required by Florida law for government entities.

Failure by Provider to comply with Section K, shall be a material breach of this Contract. The Children's Trust will not disburse any funds under this contract until all required Certificates of Insurance , or letter(s) of self-insurance have been provided to and have been approved by The Children's Trust.

Provider will carry insurance policies in the amounts and with the requirements indicated below:

1. Worker's Compensation Insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. In the event that the Provider is no longer exempt from obtaining Worker's Compensation insurance, the Provider must notify The Children's Trust and provide the

necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be $500,000/$500,000/$500,000 as a minimum.

2. Comprehensive General Liability insurance, to include sexual molestation, in an amount not less than $500,000 combined single limit per occurrence and $1,000,000 aggregate in a policy year. Deductibles exceeding $1,000 are discouraged, unless Provider can provide financials to support a higher deductible. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:

a. Bodily Injury;
b. Property Damage;
c. No exclusions for Abuse, Molestation or Corporal Punishment;
d. No endorsement for premises only operations.

3. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and/or sub-contractors and transportation companies **transporting program participants**. The amount of coverage is $1,000,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

4. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and /or sub-contractors **not transporting program participants**. The minimum amount of coverage is $300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

5. If applicable, Special Events Coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and The Children's Trust must be designated and shown as "Additional Insured as Their Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.

6. If applicable, Professional Liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust but not less than $250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. The Children's Trust is not required to be named as an Additional Insured. Professional liability insurance is generally required when the scope of services uses professional services that require certification or license(s) to provide direct services to program participants.

7. Proof of Property Coverage is required when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider or such capital equipment is returned to The Children's Trust.

Certificate Holder

Certificate holder must read:
The Children's Trust
3150 SW 3rd Avenue, 8th Floor
Miami, Florida 33129

Classification and Rating
All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust.

Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date of making any material changes to the insurance coverage except for ten (10) days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.

In the event of any change in Provider's Scope of Services, Attachment A, The Children's Trust may increase, waive or modify, in writing any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements shall be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.

In the event that an insurance policy is canceled, lapsed or expired during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new Certificate of Insurance required under this section is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.

The Children's Trust may require Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or The Children's Trust requirements. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against Provider for any liability of any nature related to performance under this Contract or otherwise.

All insurance required hereunder may be maintained by Provider pursuant to a master or blanket policy or policies of insurance.

L. PROOF OF TAX STATUS

Provider is required to keep on file the following documentation for review by The Children's Trust:

- The Internal Revenue Service (I.R.S.) tax status determination letter, if applicable;
- The most recent (two years) I.R.S. form 990 or applicable tax return filing within six (6) months after Provider's fiscal year end or other appropriate filing period permitted by law;
- If required by applicable law to be filed by Provider, IRS 941 - quarterly federal tax return reports within thirty-five (35) calendar days after the quarter ends and if applicable, state and federal unemployment tax filings and if the 941 and unemployment tax filings reflects a tax liability, proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

M. NOTICES

Written notices pursuant to this Contract shall be sent to the addresses for each Party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its President/CEO. It is each Party's responsibility to advise the other Party in writing of any changes in responsible personnel for accepting Notices under this Contract; mailing address, and/or telephone number.

N. AUTONOMY

The Parties agree that this Contract recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. Provider is only a recipient of funding support and is not an employee, agent or instrumentality of The Children's Trust, and Provider's agents and employees are not agents or employees of The Children's Trust.

O. RECORDS, REPORTS, AUDITS AND MONITORING

The provisions of this section shall survive the expiration or termination of this Contract, consistent with Florida laws.

1. Accounting records

Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by Provider for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, whichever is later.

2. Financial audit and program specific audit

Within 180 days of the close of its fiscal year, Provider agrees to submit to The Children's Trust an Annual Financial Audit, performed by an independent certified audit firm that is registered to do business with the Florida State Department of Business Regulation, of all its corporate activities and any accompanying management letter(s) or report(s) on other matters related to internal control, for each year during which this Contract remains in force and until all funds expended from this Contract have been audited. If no management

letter or report or other matters related to internal control is prepared by the independent audit firm, Provider must confirm in writing to The Children's Trust that no such report was submitted to Provider. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards issued by the Comptroller General of the United States.

Providers that are required to have a single audit conducted under OMB Circular A-133, Audit of States, Local Government and Non-Profit Organizations or the Florida Single Audit Act, Florida Statutes 215.97 agree to submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan. In the event that the independent auditor does not disclose audit findings, Provider shall submit written notification to The Children's Trust that an audit of Provider was conducted in accordance with applicable laws and regulations and that the findings and questioned costs disclosed no audit findings related to this Contract; and, that the summary schedule of prior audit findings did not report on the status of any audit findings relating to awards that The Children's Trust provided.

Within 180 days of the close of its fiscal year, a Provider who is contracted for a combined total of $100,000 or more from The Children's Trust from this or any other The Children's Trust contract(s), related to the fiscal year under audit, Provider agrees to have a program-specific audit relating to The Children's Trust contract(s), in addition to the annual financial audit. The program-specific audit shall be performed by an independent certified public accounting firm that is registered to do business with the Florida State Department of Business Regulation, can perform audits under Government Auditing Standards i.e. "Yellow Book", and is either a member of the AICPA or FICPA Peer Review Program to include engagement reviews. This program-specific audit is to encompass an audit of The Children's Trust contract(s) as specified in Attachment D: Program Specific Audit Requirements.

A provider that does not meet the program-specific audit threshold requirement will be exempt from the program-specific audit requirement in the fiscal year that the audit threshold is not met.

Audit extensions may be granted in writing by The Children's Trust after proper approval has been obtained from The Children's Trust's Finance Department, upon receipt in writing of such request with appropriate justification by Provider. A copy of the engagement letter, along with the audit completion date and any concerns from the auditing firm in relation to the audit, must accompany the request. Approved extension requests allow for the continuation of payment until such time that the extension expires.

The financial audit and other financial information will be used in the evaluation of Provider's performance and Provider's overall fiscal health.

In the event that either the audited financial statement or program specific audit is not received in a timely manner and in accordance with the previously stated due dates, and an audit extension has not been approved, then The Children's Trust shall withhold all payments to Provider until said documents are received and determined to be acceptable by The Children's Trust.

3. Access to records

Provider shall provide access to all records including subcontractor(s) which relate to this Contract at its place of business during regular business hours. Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by The Children's Trust to insure compliance with applicable accounting, financial, and programmatic standards. This would include access by The Children's Trust or its designee, to Provider's independent auditor's working papers for complying with federal, state and local requirements. The Children's Trust reserves the right to require Provider to submit to an audit by an auditor of The Children's Trust's choosing at The Children's Trust's expense.

4. Monitoring

Provider agrees to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled monitorings, reviews, and evaluations of the program which is the subject of this Contract, including any subcontracts under this Contract, using The Children's Trust approved monitoring tools. The Children's Trust or contracted agents shall monitor both fiscal/administrative and programmatic compliance with all the terms and conditions of the Contract. Provider shall permit The Children's Trust or contracted agents to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary in The Children's Trust's sole discretion to fulfill the monitoring function. A report of monitoring findings will be delivered to Provider and Provider will rectify all deficiencies cited within the period of time specified in the report.

5. Client Records

Pursuant to Florida Statute 119.071(5), The Children's Trust collects the social security numbers of child participants of funded programs and services for the following purposes: (a) to research, track and measure the impact of The Children's Trust funded programs and services in an effort to maintain and improve such programs and services for the future (individual identifying information will not be disclosed); (b) to identify and match individuals and data within and among various systems and other agencies for research purposes. The Children's Trust does not collect social security numbers for adult participants.

Provider shall maintain a separate file for each child/family served. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans (as applicable), outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the monitoring/review and inspection requirements under this Contract, subject to applicable confidentiality requirements. All such records will be retained by Provider for not less than five calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

6. Internal Documentation/Records Retention

Provider agrees to maintain and provide for inspection to The Children's Trust, during regular business hours the following as may be applicable, subject to applicable confidentiality requirements: (1) personnel files of employees which include hiring records, background screening affidavits, job descriptions, verification of education, and evaluation procedures; (2) authorized time sheets, records, and attendance sheets to document the staff time billed to provide Services pursuant to this Contract; (3) daily activity logs and monthly calendars of the provision of Services pursuant to this Contract; (4) training modules; (5) pre and post session questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information related to Service provision as described in Attachment A and as required by this Contract; all upon request by The Children's Trust. Provider shall retain all records for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by the appropriate entity.

7. Confidentiality

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and

state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party (except that such information may be disclosed to such Party's attorneys), or to any employee of such Party who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Contract imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval or (g) is subject to Chapter 119 of the Florida Statutes or is otherwise required to be disclosed by law. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract. Provider shall specifically require all sub-contractors to comply with this paragraph.

8. Security Obligation

Provider shall maintain an appropriate level of data security for the information Provider is collecting or using in the performance of this Contract. This includes, but is not limited to, approving and tracking all Provider employees who request system or information access and ensuring that user access has been removed from all terminated employees of Provider.

9. Withholding of payment

At the sole discretion of The Children's Trust, payment may be withheld for non-compliance of contractual terms. The Children's Trust will provide payment upon satisfactory compliance of the contractual terms as solely determined by The Children's Trust.

P. MODIFICATIONS

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both Parties.

Q. GOVERNING LAW & VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of law provisions. Any controversies or legal problems arising out of the terms of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

R. BACKGROUND SCREENING

In accordance with Sections 943.0542, 984.01, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, employees, volunteers and subcontracted personnel who work in direct contact with children or who come into direct contact with children must complete a satisfactory Level 2 background screening prior to commencing work pursuant to this Contract.

For purposes of this section, the term "direct service provider" means a person 18 years of age or older, including a volunteer, who provides services to children, youth and their families. The term does not include volunteers who assist on an intermittent basis for less than 20 hours per month.

Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

If background screenings are completed with VECHS, then Provider shall complete Attachment E: "Affidavit for Level 2 Background Screenings" each for contract term. The Affidavit will cover employees, volunteers, and subcontractors performing services under this contract who are required to complete a Level 2 background screening as defined in this section. Provider shall keep Attachment E: "Affidavit for Level 2 Background Screenings" in Provider's personnel, volunteers, and sub-contractors files. Provider shall re-screen each employee, volunteer and/or subcontractor every five years.

S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

Provider understands that The Children's Trust expects Provider to meet the federal standards under the Americans with Disabilities Act. By policy of The Children's Trust, providers must also implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible. Notwithstanding anything to the contrary, Provider shall not be required to make any alteration to any public school building or other building or structure which is not owned by Provider.

T. REGULATORY COMPLIANCE

1. Non-discrimination and Civil Rights

Provider shall not discriminate against an employee, volunteer, or client of Provider on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age, except that programs may target services for specific target groups as may be defined in the competitive solicitation.

Provider shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds.

Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 6101, as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Children's Trust shall have the right to terminate all or any portion of this Contract. If Provider or any owner, subsidiary, or other firm affiliated with or related to Provider, is found by the responsible enforcement agency or the courts to be in violation of these laws, said violation will be a material breach of this Contract and The Children's Trust will conduct no further business with Provider.

2. Public Entities Crime Act
Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to The Children's Trust, may not submit a bid on a contract with The Children's Trust for the construction or repair of a public building or public work, may not submit bids on leases of real property to The Children's Trust, may not be awarded or perform work as a Provider supplier, sub Provider, or consultant under a contract with The Children's Trust, and may not transact any business with The Children's Trust in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

3. Conflict of Interest
Provider represents that the execution of this Contract does not violate Miami Dade County's Conflict of Interest and Code of Ethics Ordinance, and Florida Statutes §112 as amended, which are incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to www.miamidadeethics.com /Publications/code_of_ethics2010.pdf for the Code of Ethics Ordinance).

4. Compliance with Sarbanes-Oxley Act of 2002
Provider shall comply with the following provisions of the Sarbanes-Oxley Act of 2002:

- Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.
- Provider agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

5. Licensing
Provider (and subcontractor, as applicable,) shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurances, permits and accreditations, required by the State of Florida, Miami-Dade County, relevant municipalities, The Children's Trust or the federal government. Provider must be qualified and registered to do business in the State of Florida both prior to and during the contract term with The Children's Trust.

6. Incident Reporting
An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child, injury of a participant, missing child or abandoned child, loss of property use for the program, or destruction of property used in the program.

Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both Provider and its employees.

Provider shall notify the contract manager of any incident as defined within three (3) days after Provider is informed of such incident. Provider shall provide written notification of the incident together with a copy of the incident report. The report must contain the following:

(1) Name of reporter (person giving the notice)
(2) Name and address of victim and guardian
(3) Phone number where the reporter can be contacted
(4) Date, time, and location of incident
(5) Complete description of incident and injuries, if any

Police report and actions taken shall be submitted to The Children's Trust within fifteen (15) days of the incident. Provider shall provide written notification to The Children's Trust, within seven (7) days, of any legal action related to the incident.

7. Sexual Harassment
Provider shall complete an incident report in the event a program participant, client or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by a Provider employee, volunteer or anyone arising out of the performance of this Contract and Provider has knowledge thereof. Provider shall provide written notification to The Children's Trust within three (3) business days after Provider is informed of such an allegation. Provider shall provide written notification to The Children's Trust, within seven (7) business days, if any legal action which is filed as a result of such an alleged incident.

8. Proof of Policies
Provider and subcontractor, as applicable, shall keep on file copies of its policies including but not limited to confidentiality, incident reporting, sexual harassment, non-discrimination, equal opportunity and/or affirmative action, Americans with Disabilities Act, and drug-free workplace.

U. CONSENT

Provider must obtain parental/legal guardian consent for all minor participants to participate and/or for adult participants in the program for services; and to share information with The Children's Trust for monitoring and evaluation purposes.

Provider will ask participants to sign a voluntary Consent to Photograph form. The form is available in English, Spanish, and Creole and can be downloaded from www.thechildrenstrust.org. The signed consent form for photography will be maintained at the program site, with a copy filed in the participant's record. The consent shall be part of the participants' registration form, and signed by parent/guardian before services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

V. PROGRAMMATIC DATA REPORTING

Demographic and service information on program participants will be provided to The Children's Trust as part of The Children's Trust's research mission. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C** to this contract, Programmatic Data and Reporting Requirements, subject to confidentiality requirements. In addition, Provider agrees to furnish The Children's Trust with complete and accurate reports in the timeframe and format to be reasonably specified by The Children's Trust, and as described in Attachment C.

Provider must participate and provide agency (agency profile) and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline, as applicable and as defined in Attachment C: Programmatic Data Reporting Requirements.

W. PUBLICITY

Provider agrees that activities, services and events funded by this Contract shall recognize The Children's Trust as a funding source. Provider shall ensure that all publicity, public relations, advertisements and signs within its control recognize The Children's Trust for the support of all contracted activities. The use of the official Children's Trust logo is permissible.

Provider shall use its best efforts to ensure that all media representatives, when inquiring with Provider about the activities funded by this Contract, are informed that The Children's Trust is a funding source. Provider shall, if it possesses the appropriate technology, provide a link between the website and The Children's Trust's website.

X. PUBLICATIONS

Provider agrees to supply The Children's Trust, without charge, up to three copies of any publication developed in connection with implementation of programs addressed by this Contract. Such publications will state that the program is supported by The Children's Trust. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the provisions of Paragraphs G and H above.

To the extent permitted by the applicable journal or other publication source, Provider shall include The Children's Trust logo and the following paragraph in all materials featuring programs funded by The Children's Trust, including but not limited to newsletters, press releases, brochures, fliers, homepage of websites or any other materials for dissemination to the media or general public:

English:
Miami Dade County Park and Recreation Department - Out-of-School General Population Programs is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:
Miami Dade County Park and Recreation Department - Out-of-School General Population Programs está financiado por El Fidecomiso de los Niños (The Children's Trust). El Fidecomiso de los Niños es una fuente de financiación, establecida por referendum para mejorar las vidas de niños y familias en el Condado de Miami-Dade.

Kreyol:
Miami Dade County Park and Recreation Department - Out-of-School General Population Programs finanse pa "The Children's Trust". Trust la, se yon sous lajan ke gouvenman amerikin vote an referandom pou ke' li investi byen nan pwogram kap ameliore la Vi Ti Moun ak fanmi yo nan Myami Dade.

Note: In cases where funding by The Children's Trust represents only a percentage of Provider's overall funding, the above language can be altered to read "The (organization) is funded in part by The Children's Trust..."

Y. HEADINGS, USE OF SINGULAR AND GENDER

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Services
Attachment B: Other Fiscal Requirements, Budget, and Method of Payment
Attachment C: Programmatic Data and Reporting Requirements
Attachment D: Program Specific Audit Requirements
Attachment E: Affidavit for Level 2 Background Screenings, if applicable

No other contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the Parties. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

MIAMI DADE COUNTY
PARK AND RECREATION DEPARTMENT
MIAMI DADE COUNTY FLORIDA

By: _____
(Signature of Authorized Representative)

Jack Kardys

Director
(Type/Print Title)

Date: _____

THE CHILDREN'S TRUST

MIAMI-DADE COUNTY, FLORIDA

by: _____
(Signature)

Modesto E. Abety-Gutierrez

President and CEO

Date 09/19/11

Provider Federal ID# 59-6000573

Approved as to form and legal sufficiency

M. Aristo-VDS
County Attorney

Date: Sept 7, 2011

This contract is not valid until signed by both parties.

ATTACHMENT A:

Scope of Services

Attachment A *
OUT OF SCHOOL

1. DESCRIPTION OF SERVICES (Include overall intention of program, outline of program activities, target population to be served, etc.)

The Miami-Dade County Park and Recreation Out-of-School Program provides after-school program for 270 general population and 25 children with disabilities and a summer camp 625 general population and 35 children with disabilities ages 6-14 in elementary and middle school. These programs are offered at six (6) locations throughout Miami-Dade County. Activities include literacy and reading activities, homework assistance, physical fitness activities, sports, social skills development, cultural arts, health education, supervised free play, family events, field trips, and healthy snacks and lunches.

Program Timeframes: Year-Round program/both After-School and Summer Camp

2. TARGET POPULATION / PARTICIPANTS (Include numbers in tables and a narrative description of participant characteristics below).

After-school child slots refer to the total number slots, including general population & children with disabilities	**# of Unduplicated Child Participants**
After-School Child Slots	295
After-School Children With Disabilities Slots	25
Summer Child Slots	660
Summer Children With Disabilities Slots	35
a. Participants By Age: Total estimated number of participants to be served by age group After-School Children	
After School Children	
Children Age 5 (enrolled in Elementary School)	5
Children Age 6-12 (enrolled in Elementary & Middle School)	270
Children Age 13+ (enrolled in Middle School)	20
Summer Camp Children	
Children Age 5 (enrolled in Elementary School)	30
Children Age 6-12 (enrolled in Elementary & Middle School)	600
Children Age 13+ (enrolled in Middle School)	30

b. Description of participants to be served (describe criteria for program enrollment eligibility, geographic areas/neighborhoods or schools to be served, risk factors, as well as any other significant demographics information; if serving children with disabilities include type of disabilities):

There are approximately 2.5 million people who reside in Miami-Dade County and the demographic breakdown is 63.50% Hispanic, 20.6% Non-Hispanic Black, and 16.4% Non-Hispanic White and other. The programs will be offered at the following parks: Arcola (33147), Martin Luther King (33142), Goulds (33170), Leisure Lake (33033), Cinco de Mayo (33034), and Naranja (33032). According to the Florida Department of Education our programs serve children in schools which provide free or reduced fee lunch to over 83% of the children. One location, Cinco De Mayo Park (33034), has a 100% Hispanic and Migrant family population base. Demographic statistics associated with our targeted locations include very low median household incomes (below county averages of $37,000) and over 93% of children come from minority households, some locations are surrounded by subsidized housing programs through Housing and Urban Development (HUD) and Section 8 Housing. Miami Dade Park and Recreation serves children with physical, cognitive, emotional, sensory, and social disabilities (i.e. autism, learning disabilities, Down's Syndrome and Attention Deficit Hyperactivity Disorders).

4. PERFORMANCE MEASURES

a. Quantity - "How much will we do?"

Activities - School Year 2011-2012				
Activity Type	**Afterschool Service Name & Description**	**Facilitators**	**Site/Group Variance**	**Frequency/Intensity/Duration/Time**
Literacy	**After-School KidzLit** The curriculum is structured in a five part process including discussion and hands on activities: Introduction, Read-Aloud, Talk, Connection Activity, and Wrap-up. Participants hear engaging books read aloud—or read them independently—and make connections to their own lives. They express their feelings and grapple with big ideas through discussion, drama, art, movement, and writing. In addition to helping participants get excited about reading, KidzLit also strives to develop their capacity to think critically, express their ideas about important issues, and increase their understanding of self, peers, and others. Activities are modified and adapted as needed to accommodate all children and include the following accommodations as dictated by each child's disability: Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Certified Teachers, Park Managers, Recreation Leaders, and Park Services Aides.		Daily 30 minutes 42 weeks
Fitness	**Sport Play and Recreation for Kids (SPARK)** Fitness activities are designed to focus on improving cardiovascular function, gross motor function and endurance. SPARK activities include: water time, cultural and aerobic games, dances from around world, jump rope, and parachute play, jogging games, fitness circuits, beanbag activities and relay racing. Sports development and recreational activities are offered through both individual and team sports. Staff encourages fitness, fun, sportsmanship, teamwork, cooperative play, playing fair, rules, consequences, and self-esteem. Activities are modified and adapted as needed to accommodate all children and include sports wheelchairs, Velcro straps, splints, balance supports, adapted sports equipment, aquatic buoyancy devices, and aquatic pool lift.	Park Managers, Recreation Leaders, and Park Services Aides		Daily 30 minutes 42 weeks

Social Skills	**PeaceWorks** focuses on conflict resolution, social competency, peer mediation, citizenship, and violence prevention. Each time a child presents an opportunity for staff to re-direct, teach, encourage, and support healthy social behavior the staff will do so in the form of manners, sharing materials and supplies, and communication among peers and staff. Activities include: greetings, dealing with strangers, requesting help, appropriate touch, hygiene, guest speakers, drug prevention activities, bullying prevention, role playing, drama, and community safety skills. Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.	Park Managers, Recreation Leaders, and Park Services Aides		Weekly 30 minutes 42 weeks
Enrichment	Children participate in various enrichment activities including: cultural arts, sports activities, drumming, fencing, golf, fine arts, drama, arts & crafts, music, dance, chorus signing, attending cultural art performances, games. Children also participate in various health, nutrition, and well-being activities which may include: lectures on the food groups, healthy eating, exercise habits, healthy hygiene skills (importance of washing hands), various nutrition activities (worksheets, group discussions), picking up after yourself, importance of drinking water, and other activities. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance	Park Managers, Recreation Leaders, and Park Services Aides		4 days week 30 minutes 42 weeks
Nutrition	Children are provided a nutritious lunch and two-component snack during full-day program days and two-component snack during after-school and partial program days. Lunches are provided by CAA or the Rayfield Family Lunch Program.	All program staff		Daily 30-60 minutes 42 weeks
Supervised Free Choice	Children are able to choose which activity they would like to participate in from a variety of options that include board games, sports, indoor/outdoor play, arts/crafts and group/independent reading.	Park Managers, Recreation Leaders, and Park Services Aides		Daily 15-60 minutes 42 weeks

	Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.			
Family Involvement	Two Family Nights are held to promote family involvement where children, families, and program staff can engage in meaningful activities. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Park Managers, Recreation Leaders, and Park Services Aides		Twice-December and June 1-4 hours per session
Homework Assistance	Homework assistance is offered daily Monday through Friday when school is in session. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Certified Teachers, Park Managers, Recreation Leaders, and Park Services Aides		Daily 30 minutes 42 weeks

Activities - Summer 2012

Activity Type	Summer Service Name & Description	Facilitators	Site/Group Variance	Frequency/Intensity/Duration/Time
Literacy	**After-School KidzLit** The curriculum is structured in a five part process including discussion and hands on activities: Introduction, Read-Aloud, Talk, Connection Activity, and Wrap-up. Participants hear engaging books read aloud—or read them independently—and make connections to their own lives. They express their feelings and grapple with big ideas through discussion, drama, art, movement, and writing. In addition to helping participants get excited about reading, KidzLit also strives to develop their capacity to think critically, express their ideas about important issues, and increase their understanding of self, peers, and others. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Certified Teachers, Park Managers, Recreation Leaders, and Park Services Aides		Daily 60 minutes 10 weeks

Fitness	**Sport Play and Recreation for Kids (SPARK)** Fitness activities are designed to focus on improving cardiovascular function, gross motor function and endurance. SPARK activities include: water time, cultural and aerobic games, dances from around world, jump rope, and parachute play, jogging games, fitness circuits, beanbag activities and relay racing. Sports development and recreational activities are offered through both individual and team sports. Staff encourages fitness, fun, sportsmanship, teamwork, cooperative play, playing fair, rules, consequences, and self-esteem. Activities are modified and adapted as needed to accommodate all children and include sports wheelchairs, Velcro straps, splints, balance supports, adapted sports equipment, aquatic buoyancy devices, and aquatic pool lift.	Park Managers, Recreation Leaders, and Park Services Aides		Daily 60-120 minutes 10 weeks
Social Skills	**PeaceWorks** focuses on conflict resolution, social competency, peer mediation, citizenship, and violence prevention. Each time a child presents an opportunity for staff to re-direct, teach, encourage, and support healthy social behavior the staff will do so in the form of manners, sharing materials and supplies, and communication among peers and staff. Activities include: greetings, dealing with strangers, requesting help, appropriate touch, hygiene, guest speakers, drug prevention activities, bullying prevention, role playing, drama, and community safety skills. Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.	Park Managers, Recreation Leaders, and Park Services Aides		Weekly 60 minutes 10 weeks
Supervised Free Choice	Children are able to choose which activity they would like to participate in from a variety of options that include board games, sports, indoor/outdoor play, arts/crafts, before/after care and group/independent reading. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Park Managers, Recreation Leaders, and Park Services Aides		Daily 1-2.5 hours per session 10 weeks

Enrichment	Children participate in various enrichment activities including: cultural arts, sports activities, drumming, fencing, golf, fine arts, drama, arts & crafts, music, dance, chorus signing, attending cultural art performances, games. Children also participate in various health, nutrition, and well-being activities which may include: lectures on the food groups, healthy eating, exercise habits, healthy hygiene skills (importance of washing hands), various nutrition activities (worksheets, group discussions), picking up after yourself, importance of drinking water, and other activities. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Park Managers, Recreation Leaders, and Park Services Aides		4 days a week 1-2.5 hours per session 10 weeks
Family Involvement	One Family Night is held to help promote family involvement where children, family, and program staff can engage in meaningful activities. Activities are modified and adapted as needed to accommodate all children. The program is prepared to provide the following accommodations as dictated by each child's disability: Recreation Sport Adaptations, Communication Boards, Sign Language Interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Park Managers, Recreation Leaders, and Park Services Aides		Once - July 1-4 hours 10 weeks
Nutrition	Children are provided a nutritious lunch and two-component snack during full-day program days and two-component snack during after-school and partial program days. Lunches are provided by CAA or the Rayfield Family Lunch Program.	All program staff		Daily 30-60 minutes 10 weeks

Field Trips: School Year 2011-2012

Location	Associated Service/Activity	# of Visits
Zoo Miami	Enrichment	1
Bird Bowl	Fitness	1
Miami Children's Museum	Literacy	1

Field Trips: Summer 2012

Location	Associated Service/Activity	# of Visits
Magic City	Social Skills	1
Zoo Miami	Enrichment	1
Bird Bowl	Fitness	1
Super Wheels	Fitness	1
Miami Seaquarium	Enrichment	1
Palmetto Mini Golf	Fitness	1
Eco Adventures	Enrichment	1

b. Quality - "How well will we do it?" In this section Provider must describe how Quality of the program would be assessed. Some examples include: procedures/measures to ensure fidelity to the curriculum; satisfaction surveys; staff training.

Quality Measure	Measurement and Reporting Tool (e.g., Satisfaction Survey)	Timing (e.g., After completion of XX activity)
Average number of children attending per day	Data Tracker Utilization Report	At least monthly
Participant Retention / engagement	Data Tracker Utilization Report	At least monthly
# / % of parents/caregivers and children/youth satisfied with OOS programs and summer camps	Satisfaction Survey	School year: March Summer: End of summer camp
Observation of service delivery/Fidelity checklist	-Management Checklist -Curriculum Observation Checklist for Literacy (developed by KidzLit) -Curriculum Observation Checklist for Fitness (developed by SPARK) -Curriculum Observation Checklist for Social Skills	-Management Checklist: Used throughout programming and completed at end of school year and summer -Curriculum Observation Checklists: Each checklist will be administered at least twice during the school year (at least one time during the fall), and once during summer camp

c. Outcomes - Measuring "Is anyone better off?"

Required Afterschool Outcomes	Data Source/ Measurement Tool	Timing	Associated Activity
Mid-point performance: 85% of children will improve oral reading skills **End-of-year performance**: 90% of children will improve oral reading skills	1 minute Oral Reading Fluency (ORF)	Pre, Mid, and Post tests	Literacy Activities
Mid-point performance: 75% of children will improve fitness performance **End-of-year performance:** 85% of children will improve fitness performance	PACER Multi-Stage Shuttle Run	Pre, Mid, and Post tests	Fitness Activities
Required Summer Outcomes	**Data Source/ Measurement Tool**	**Timing**	**Associated Activity**
85% of children will improve or maintain oral reading skills	1 minute Oral Reading Fluency (ORF)	Pre and Post tests	Literacy Activities
85% of children will improve or maintain fitness performance	PACER Multi-Stage Shuttle Run	Pre and Post tests	Fitness Activities

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

5. EVIDENCE BASED PROGRAMS (EBP)

All strategies funded by The Children's Trust should deliver high quality, evidence-based practices that are strength-based, family centered, accessible, respectful of diversity and mindful of community context and connections, or constitute best practices that have been approved by The Children's Trust because when performed with fidelity they should deliver analogously high quality services.

Listed are the evidence-based programs (if any) that will be used during activities/service delivery. For information on evidence-based programs, visit The Children's Trust website.

Evidence Based Program	**Designating Agency**	**Activity/Service Name** (from Section 4 above)
After School KidzLit	Selected from Trust-approved list of programs in the NOFA	Literacy
Sports, Play, and Active Recreation for Kids (SPARK)	Selected from Trust-approved list of programs in the NOFA	Fitness
PeaceWorks	Selected from Trust-approved list of programs in the NOFA	Social Skills

6. RATIOS

Period / Population	**# Child Slots**	**# Staff**
School Year 2011-2012	280	19
School Year for Children with Disabilities	15	1
Summer 2012	625	42
Summer for Children with Disabilities	35	2

7. STAFF QUALIFICATIONS

Provider represents that all persons delivering the Services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in the Scope of Services (Attachment A) and to provide and perform such Services to The Children's Trust's satisfaction. All persons delivering the services described herein must be included in the Position Management module of SAMIS and Appendix 2.

*** Provider is cautioned to review Attachment C to this contract for the terms of programmatic performance and data reporting requirements that must be followed in conjunction with the specific terms applicable to this contract in this Attachment A Scope of Services.**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

APPENDIX 1:

Program Service Operating Site Table

Overall Program Summary – Do not fill Overall Program Summary section. Complete Site Location sections displayed in blue ONLY. Formulas are in place to summarize all sites.

*This table lists projected dates and number of service days based on the available 2011-2012 school calendar. Dates may be revised based on changes to the MDCPS calendar.

Please do not erase formulas in the cells.

Service Name	Service Start Date	Service End Date	Specific Dates	Maximum Number of Days			Hours of Operation	Hours per day	Number of Slots (Children) General Population	Children with Disabilities	Total	Average # Proposed Sessions	Total Units to be Served Output Utilization Target
After School Days 2011-2012	08/22/11	06/07/12	Number of Days as per State Statute	180			N/A	N/A	270	25	295	180.00	53,100
Saturdays	8/1/2011	7/31/2012	Includes every Saturday Specify dates below	52			N/A	N/A	0	0	0		0
Legal Holiday (Full Day)	N/A	N/A	2011: Sep 5, Nov 11 & 24, Dec 26 2012: Jan 2, Jan 16, Feb 20, May 28 & Jul 4	9			N/A	N/A	130	0	130	2.00	260
Teacher Planning Day (TPD) (Full Day	N/A	N/A	2011: Sep 29, Oct 28, Dec 19 2012: Jan 23, Feb 3, March 30, April 6, June 8	8			N/A	N/A	130	0	130	7.00	910
Thanksgiving/Winter/Spring Breaks (Full Day)	N/A	N/A	Thanksgiving: Nov 25 (1 day) Winter: Dec 20 - Dec 23 & Dec 27 - 30 (8 days; excluding the Christmas & New Year holidays & the Teacher Workday 12/19), Spring: March 12-16 (5 days)	14			N/A	N/A	130	0	130	13.00	1,690
Full Day Types Aggregated for Data Tracker Purposes											130	22.00	2,860
				Jun-Jul 2012	Aug 2012 ***	Total							
Summer Camp 2012	6/11/2012	8/17/2012	Includes every day Mon-Fri, except July 4 Holiday	36	13	49	N/A	N/A	625	35	660	49.00	32,340

**The contract period to which the tables below relate ends July 31, 2012. However, in order for The Children's Trust Data System (Data Tracker) to calculate utilization rates for the entire Summer Camp 2012, please complete these tables through the intended completion of your entire summer 2012 program. If your program anticipates providing summer camp services beyond the July 31st contract end, please include that information in the column labeled August 2012. Please note, however, that the direct service expenses requested in the Summer 2012 contract budget can not exceed the number of days shown for the months of June & July. Expenses for Summer Camp days in August 2012, will be included in the 2012/2013 contract if the program is refunded.

Eligible participants in The Children's Trust funded Out-of-School programs are school-age children ages 5 and older who are attending elementary or middle school, with the exception of Children's Defense Fund Freedom School summer programs who may enroll youth attending high school. Further, only participants enrolled in daily after-school day services are eligible to participate in Trust-funded full day or Saturday services during the school year. The Children's Trust Out-of-School funding is not intended to be used to provide "drop-in" services.

41

Primary Food Source Key to be used below:

Provided by Feeding South Florida	Snacks obtained through Feeding South Florida (formerly Daily Bread Food Bank)
Agency-Pay: Store Purchase	The agency purchases food from local stores (Publix, Costco, Sysco, etc.). Agency pays for food using Trust funding, other funding or donations, or agency cash
Agency Pay: Caterer	The agency purchases prepared food from local caterer. Agency pays for food using Trust funding, other funding or donations, or agency cash and is not reimbursed by DOE/DOH/USDA
DOE/DOH/USDA Reimbursed: Store Purchased	The agency purchases food from local stores (Publix, Costco, Sysco, etc.). Agency pays for food and is reimbursed by DOE/DOH/USDA
DOE/DOH/USDA Reimbursed: Catered	The agency purchases prepared food from caterer. Agency pays for food and is reimbursed by DOE/DOH/USDA
Miami Dade Community Action Agency	Snacks/lunches obtained through Miami-Dade Community Action Agency
Miami-Dade County Schools	Snacks/lunches obtained through Miami-Dade County Public Schools
Other DOE/DOH/USDA Food Sponsor-Identify Below	Snacks/lunches obtained through any other DOE/DOH/USDA food sponsor. Identify the sponsor in the space provided.
Donated - Identify Source	Snacks/lunches donated to the program. Identify the donor in the space provided.
Other - Identify Source	Snacks/lunches obtained through any other source. Identify the source in the space provided.

SITE LOCATION 1

Site Name: Arcola Park — If MDCPS school-based site, list School Name:

Site Address: 1680 NW 87th Street — City: Miami — Zip Code: 33147

Phone Number: 305-835-7987 — Fax:

Contact Person: Pabla Williams — Does your organization currently operate a program at this site (Y/N)? Yes

Phone Number: 305-654-1169 — After School: Age Range: 6-14 — Grade Range: K-8th

E-mail: wpabla@miamidade.gov — Summer: Age Range: N/A — Grade Range: N/A

DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:

Does this site keep a waiting list (Y/N)? Yes — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? No

Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *None*

Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers — Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other:

After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *None*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days	Hours of Operation	Hours per day	Number of Children: General Population	Children with Disabilities	Total	Total Units	Program Fees if Applicable: Registration Fee	Fee per Child	Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180	2pm-6pm	4	35	5	40	7,200	$0.00	$0.00	N/A
Saturdays			N/A						0	0			
Legal Holiday			11/11/2011, 2/20/12	2	8am-6pm	10	15		15	30	$0.00	$0.00	N/A
Teacher Planning			2011: 9/29,10/28,12/19 2012:1/23,2/3,3/30,4/6	7	8am-6pm	10	15		15	105	$0.00	$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/23 & 12/27-12/30 (8 days; excluding 12/26/11, 1/2/12) Spring:3/12-3/16 (5 days)	13	8am-6pm	10	15		15	195	$0.00	$0.00	N/A
				Jun-Jul 2012 / Aug 2012 / Total									
Summer Camp 2012	N/A	N/A	N/A	0					0	0			

SITE LOCATION 2

Site Name: Martin Luther King Park — If MDCPS school-based site, list School Name:

Site Address: 6000 NW 32nd Court — City: Miami — Zip Code: 33142

Phone Number: 305-633-2044 — Fax:

Contact Person: Pabla Williams — Does your organization currently operate a program at this site (Y/N)? Yes

Phone Number: 305-654-1169 — After School: Age Range: 6-14 — Grade Range: K-8th

E-mail: wpabla@miamidade.gov — Summer: Age Range: 6-14 — Grade Range: K-8th

DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:

Does this site keep a waiting list (Y/N)? Yes — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? No

Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *Agency-Pay: Store Purchase*

Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers — Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: Cheney Brothers

After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *Miami Dade Community Action Agency*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days	Hours of Operation	Hours per day	Number of Children: General Population	Children with Disabilities	Total	Total Units	Program Fees if Applicable: Registration Fee	Fee per Child	Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180	2pm-6pm	4	55	5	60	10,800	$0.00	$0.00	N/A
Saturdays			N/A						0	0			
Legal Holiday			11/11/2011, 2/20/12	2	8am-6pm	10	25		25	50	$0.00	$0.00	N/A
Teacher Planning			2011: 9/29,10/28,12/19 2012:1/23,2/3,3/30,4/6	7	8am-6pm	10	25		25	175	$0.00	$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/23 & 12/27-12/30 (8 days; excluding 12/26/11, 1/2/12) Spring:3/12-3/16 (5 days)	13	8am-6pm	10	25		25	325	$0.00	$0.00	N/A
				Jun-Jul 2012 / Aug 2012 / Total									
Summer Camp 2012	6/11/12	8/17/12	N/A	36 / 13 / 49	8am-6pm	10	98	7	105	5,145	$0.00	$0.00	N/A

42

SITE LOCATION 3

Site Name: Cinco De Mayo Park — If MDCPS school-based site, list School Name:
Site Address: 19350 SW 384th Street — City: Miami — Zip Code: 33034
Phone Number: 305-242-7930 — Fax:
Contact Person: Rebecca Zephir — Does your organization currently operate a program at this site (Y/N)? Yes
Phone Number: 305-255-2399 — After School: Age Range: 6-14 — Grade Range: K-8th
E-mail: Rzephir@miamidade.gov — Summer: Age Range: 6-14 — Grade Range: K-8th
DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:
Does this site keep a waiting list (Y/N)? Yes — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? No
Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *Agency-Pay: Store Purchase*
Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers — Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: Cheney Brothers
After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *Miami Dade Community Action Agency*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days			Hours of Operation	Hours per day	Number of Children: General Population	Number of Children: Children with Disabilities	Number of Children: Total	Total Units	Program Fees if Applicable: Registration Fee	Program Fees if Applicable: Fee per Child	Program Fees if Applicable: Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180			2pm-6pm	4	70	5	75	13,500	$0.00	$0.00	N/A
Saturdays			N/A								0	0			
Legal Holiday			11/11/2011, 2/20/12	2			8am-6pm	10	35		35	70			
Teacher Planning			2011: 9/29,10/28,12/19 2012:1/23,2/3,3/30,4/6	7			8am-6pm	10	35		35	245			
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/23 & 12/27-12/30 (8 days; excluding 12/26/11, 1/2/12) Spring:3/12-3/16 (5 days)	13			8am-6pm	10	35		35	455			
				Jun-Jul 2012	Aug 2012 ***	Total									
Summer Camp 2012	6/11/12	8/17/12	N/A	36	13	49	8am-6pm	10	98	7	105	5,145	$0.00	$0.00	N/A

SITE LOCATION 4

Site Name: Leisure Lake Park — If MDCPS school-based site, list School Name:
Site Address: 29305 Illinois Road — City: Homestead — Zip Code: 33033
Phone Number: 305-248-1527 — Fax:
Contact Person: Rebecca Zephir — Does your organization currently operate a program at this site (Y/N)? Yes
Phone Number: 305-255-2399 — After School: Age Range: 6-14 — Grade Range: K-8th
E-mail: Rzephir@miamidade.gov — Summer: Age Range: 6-14 — Grade Range: K-8th
DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:
Does this site keep a waiting list (Y/N)? Yes — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? No
Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *Agency-Pay: Store Purchase*
Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers — Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: Cheney Brothers
After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *Miami Dade Community Action Agency*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days			Hours of Operation	Hours per day	Number of Children: General Population	Number of Children: Children with Disabilities	Number of Children: Total	Total Units	Program Fees if Applicable: Registration Fee	Program Fees if Applicable: Fee per Child	Program Fees if Applicable: Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180			2pm-6pm	4	40	5	45	8,100	$0.00	$0.00	N/A
Saturdays			N/A								0	0			
Legal Holiday			11/11/2011, 2/20/12	2			8am-6pm	10	20		20	40	$0.00	$0.00	N/A
Teacher Planning			2011: 9/29,10/28,12/19 2012:1/23,2/3,3/30,4/6	7			8am-6pm	10	20		20	140	$0.00	$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/23 & 12/27-12/30 (8 days; excluding 12/26/11, 1/2/12) Spring:3/12-3/16 (5 days)	13			8am-6pm	10	20		20	260	$0.00	$0.00	N/A
				Jun-Jul 2012	Aug 2012 ***	Total									
Summer Camp 2012	6/11/12	8/17/12	N/A	36	13	49	8am-6pm	10	98	7	105	5,145	$0.00	$0.00	N/A

43

SITE LOCATION 5

Site Name: Naranja Park — If MDCPS school-based site, list School Name:

Site Address: 14150 SW 264th Street — City: Miami — Zip Code: 33032

Phone Number: 305-258-1945 — Fax:

Contact Person: Rebecca Zephir — Does your organization currently operate a program at this site (Y/N)? Yes

Phone Number: 305-255-2399 — After School: Age Range: 6-14 — Grade Range: K-8th

E-mail: Rzephir@miamidade.gov — Summer: Age Range: 6-14 — Grade Range: K-8th

DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:

Does this site keep a waiting list (Y/N)? Yes — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? No

Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *Agency-Pay: Store Purchase*

Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers — Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: Cheney Brothers

After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *Miami Dade Community Action Agency*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days			Hours of Operation	Hours per day	Number of Children: General Population	Number of Children: Children with Disabilities	Number of Children: Total	Total Units	Program Fees if Applicable: Registration Fee	Program Fees if Applicable: Fee per Child	Program Fees if Applicable: Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180			2pm-6pm	4	70	5	75	13,500	$0.00	$0.00	N/A
Saturdays			N/A								0	0			
Legal Holiday			11/11/2011, 2/20/12	2			8am-6pm	10	35		35	70	$0.00	$0.00	N/A
Teacher Planning			2011: 9/29,10/28,12/19 2012:1/23,2/3,3/30,4/6	7			8am-6pm	10	35		35	245	$0.00	$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/23 & 12/27-12/30 (8 days; excluding 12/26/11, 1/2/12) Spring:3/12-3/16 (5 days)	13			8am-6pm	10	35		35	455	$0.00	$0.00	N/A
				Jun-Jul 2012	Aug 2012 ***	Total									
Summer Camp 2012	6/11/12	8/17/12	N/A	36	13	49	8am-6pm	10	83	7	90	4,410	$0.00	$0.00	N/A

SITE LOCATION 6

Site Name: Goulds (GP) Park — If MDCPS school-based site, list School Name:

Site Address: 11350 SW 216th Street — City: Miami — Zip Code: 33170

Phone Number: 305-255-2399 — Fax:

Contact Person: Rebecca Zephir — Does your organization currently operate a program at this site (Y/N)? Yes

Phone Number: 305-255-2399 — After School: Age Range: — Grade Range:

E-mail: Rzephir@miamidade.gov — Summer: Age Range: 6-14 — Grade Range: K-8th

DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:

Does this site keep a waiting list (Y/N)? Yes — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? No

Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *Agency-Pay: Store Purchase*

Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers — Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: Cheney Brothers

After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *Miami Dade Community Action Agency*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days			Hours of Operation	Hours per day	Number of Children: General Population	Number of Children: Children with Disabilities	Number of Children: Total	Total Units	Program Fees if Applicable: Registration Fee	Program Fees if Applicable: Fee per Child	Program Fees if Applicable: Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180							0	0			
Saturdays											0	0			
Legal Holiday											0	0			
Teacher Planning											0	0			
Thanksgiving/Winter/Spring Breaks											0	0			
				Jun-Jul 2012	Aug 2012 ***	Total									
Summer Camp 2012	6/11/12	8/17/12	N/A	36	13	49	8am-6pm	10	248	7	255	12,495	$0.00	$0.00	N/A

44

ATTACHMENT B:

Other Fiscal Requirements, Budget and Method of Payment

ATTACHMENT B
OTHER FISCAL REQUIREMENTS, BUDGET and METHOD OF PAYMENT

Advance payment requests

The Children's Trust offers advance payments up to 15% of the total contract amount. Advance requests shall be limited to governmental entities and not-for-profit corporations, in accordance with subsection 216.181 (16) (b), F.S. The advance request is to include the amount requested and the justification. Advance payment requests must be submitted using the designated form and must be approved in writing by The Children's Trust's Contract Manager and Chief Financial Officer or their designee(s).

Advanced funds if not used shall be invested by Provider in an insured interest bearing account, in accordance with subsection 216.181 (16) (b), F.S. Interest earned on advanced funds shall be returned to The Children's Trust on a quarterly basis or applied against the amount of the contract owed by The Children's Trust.

Advance payment

Within 60 calendar days of receipt of an advance, Provider shall report the actual expenditures paid by or charged to the advanced funds utilizing the reporting format prescribed by The Children's Trust. If the "invoice" amount is less than the amount advanced, The Children's Trust will deduct the difference from the next applicable monthly payment request. Provider may request, in writing, an extension of the repayment of the advance. A fiscal need must be clearly demonstrated and substantiated by Provider in order for an extension request to be considered by The Children's Trust.

Budget revisions

Budget revision(s) require written approval from the Contract Manager and The Children's Trust's Chief Financial Officer or their designee(s). Request for budget revisions must be submitted to the Contract Manager using the appropriate form and/or entered into SAMIS. All budget revisions are subject to final approval by The Children's Trust. Provider must request a budget revision to add, delete, and/or modify any line item(s). Budget revisions cannot be used to modify the total contracted amount nor can they be used to modify the Scope of Services. No more than two (2) budget revisions may be approved during the contract term. Budget revision requests must be submitted sixty (60) days prior to the expiration of Contract. Budget revisions will be incorporated into the Contract.

Indirect Administrative Costs

In no event shall The Children's Trust fund indirect administrative costs in excess of ten (10%) percent of the total contract amount.

Cost Reimbursement Method of Payment

The parties agree that this is a cost reimbursement method of payment contract; Provider shall be paid in accordance with the approved budget and/or approved budget revision as set forth in this Attachment. Provider also agrees to timely pay its subcontractors, vendors, and employees for the fulfillment of services provided in this Contract.

Invoice Requirements

Provider shall submit an original request for payment, utilizing the format prescribed by The Children's Trust and in accordance with the approved budget or approved budget revision(s). The Children's Trust will notify the Provider if the request for payment is to be submitted electronically using the SAMIS or a reporting "invoice" form/ spreadsheet. The request for payment is due on or before the fifteenth (15th) day of the month following the month in which expenditures were incurred (exclusive of legal holidays or weekends). The Children's Trust agrees to reimburse Provider on a monthly billing basis. Every request by Provider for payment for services provided, work performed, or costs incurred pursuant to this Contract, except for any advanced payments by The Trust, shall be accompanied by a Request for Payment in the format that is prescribed by The Children's Trust. If there are subcontractors to this Contract, 'Subcontractor Verification of Payment' from subcontractors of Provider must be included if the Request for Payment includes a request for reimbursement in relation to a payment made to a subcontractor. These forms may be downloaded from The Trust's website. For the purpose of payment only, a subcontractor is defined as an independent agency that has entered into agreement with Provider to perform services pertaining to The Children's Trust funded programs identified in this Contract.

The Children's Trust reserves the right to request any supporting documentation. A final request for payment (last monthly invoice of the contract term) from Provider will be accepted by The Children's Trust up to forty-five (45) days after the expiration of this Contract. If Provider fails to comply, all rights to payment shall be forfeited.

If The Children's Trust determines that Provider has been paid funds not in accordance with this Contract, and to which it is not entitled, Provider shall return such funds to The Children's Trust or submit appropriate documentation to support the payment within thirty (30) days of notification by The Children's Trust. After thirty (30) days, The Children's Trust may recapture amounts due to The Children's Trust, from this or any other The Children's Trust contract by reducing amounts requested to be reimbursed less the amount owed to The Children's Trust. The Children's Trust shall have the sole discretion in determining if Provider is entitled to such funds in accordance with this Contract and The Children's Trust's decision on this matter shall be binding.

In the event that Provider, its independent auditor or The Children's Trust discovers that an overpayment has been made, Provider shall repay said overpayment within thirty (30) calendar days without prior notification from The Children's Trust.

If Provider fails to serve the number of participants and/or fails to utilize the funds in accordance with the Contract, The Children's Trust may amend the Contract to reduce the amount of dollars. Any delay in amendment by The Children's Trust is not deemed a waiver of The Children's Trust's right to amend or seek reimbursement for under-serving participants in accordance with the Contract.

In order for a request for payment to be deemed proper as defined by the Florida Prompt Payment Act, all requests for payment must comply with the requirements set forth in this Contract and must be submitted on the forms as prescribed by The Children's Trust. Requests for payment and/or documentation returned to Provider for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. The Children's Trust shall pay Provider within thirty (30) calendar days of receipt of Provider's properly submitted Request for Payment and/or other required documentation.

The Children's Trust may retain any payments due until all required reports,deliverables or monies owed to The Children's Trust are submitted and accepted by The Children's Trust.

Supporting Documentation Requirements

Provider shall maintain original records documenting actual expenditures and services provided according to the approved budget and scope of services as required. Supporting documentation shall be made available and provided to The Children's Trust upon request.

Provider shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any Service covered by this Contract, and shall make all such records available to The Children's Trust upon request. Provider shall maintain a cost allocation methodology that it uses to allocate its costs. Provider shall use a cost allocation methodology which assures that The Children's Trust is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Contract. Such methodology shall be made available to The Children's Trust upon request.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

Budget Summary Report
Miami Dade County Park - 1110-1240 OOS General: Park and Recreation OOS Program for General Population
Fiscal Year 11-12 (8/1/11 - 7/31/12)
Contract #: 1110-1240

CSC Program Allocation: $842,305
Budget Status: Submitted
Preliminary Budget?: No

Salary Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
511	Regular Salaries and Wages	505,760	505,760	505,760
521	FICA/MICA	38,694	38,694	38,694
522	Retirement Contributions	27,109	27,109	27,109
523	Life and Health Insurance	38,460	0	0
524	Workers Compensation	0	0	0
525	Unemployment Compensation	0	0	0
	Salary Totals:	**610,023**	**571,563**	**571,563**

Expense Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
531	Travel (other than participants)	0	0	0
532	Travel (participants)	45,540	45,540	45,540
533	Meals (participants)	141,088	43,811	43,811
534	Space	182,560	0	0
535	Utilities	0	0	0
536	Supplies (office)	2,500	2,500	2,500
537	Supplies (program)	10,000	10,000	10,000
540	Non-Capital Equipment	0	0	0
550	Capital Equipment	0	0	0
591	Indirect Cost	70,601	70,601	70,601
611	Subcontractor	0	0	0
711	Professional Services (instructors)	0	0	0
721	Professional Services (certified teachers)	54,800	54,800	54,800
731	Professional Services (tutors)	0	0	0
741	Professional Services (consultants)	0	0	0
791	Professional Services (other)	0	0	0
811	Other (advertising)	0	0	0
821	Other (background screening)	4,460	0	0
831	Other (admission to field trips)	41,490	41,490	41,490
891	Other (other)	35,180	2,000	2,000
529	Fringe Benefits (other)	0	0	0
	Expense Totals:	**588,219**	**270,742**	**270,742**

Salary and Expense Totals:	**1,198,242**	**842,305**	**842,305**

Program Funders
Summary Funders

Funder Type	Funder	Total	Comment
In-Kind Contributions	In-Kind Contributions (Summary)	355,937	Miami-Dade County Park & Recreation Department In-kind Contributions: Line Items (Fringe Benefit/Other (FT), Meals, Space (Bldg Rental), Background Screening, Volunteer.
	Summary Funder Totals:	**355,937.00**	

Salary Data

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Fringe Benefits (4383)						Staff:	Benefits, Fringe (2351)					
0.00%	0	0	0	0	27,109	27,109	0	0	0	0	0	0

Original Budget Narratives:

8/19/2011 8/19/2011 8/17/2011 8/17/2011 FICA/MICA:
After-School: 7.65% x $258,068=$19,742
Summer 2011 & 2012: 7.65% x $247,690=$18,948
Total Program Expense: $38,691
Total CSC request: $38,691

RETIREMENT:
After-School: 5.36% x $258,068=$13,832
Summer 2011 & 2012: 5.36% x $247,690=$13,276
Total Program Expense: $27,109
Total CSC request: $27,109

IN-KIND:
After-School & Summer: Other fringe FTE (Combination of Worker's comp, General Liability, Unemployment, Health, and Flex rate for one FTE=$12,820. Placed full amount in Life and Health Insurance line item in the In-Kind Budget
($12,820 per FTE *3 FTE=$38,460)
Total Program Expense: $38,460
Total CSC request: $0
Amount of Match: $38,460
Source of Match: MDPR

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Pooled Park Service Aide (4391)						Staff:	Park Service Aide (PSA), Pooled (3765)					
100.00%	289,980	289,980	22,184	22,184	0	0	0	0	0	0	0	0

51

Original Budget Narratives:

8/24/2011 8/17/2011 Pooled Park Service Aide (PSA):

Represents 20 positions (below is justification per position. One position is $14,499*20 positions=$289,980):

After School 180 days + 22 full days=202 days
After-School: Position works average of 22.35 hours per week for the agency at $11.06 /hour. Position will devote an average of 4.47 hours/day (100% of time) for 202 days. = Total $9,987 (Note: Position works on a rotating schedule. Position may work up to 8 hours a day)

Summer 2011: Position works average of 40 hours per week for the agency at $11.06 /hour. Position will devote average 8 hours/day (100% of time) for 15 days. = Total $1,327 (Note: Position works on a rotating schedule)

Summer 2012: Position works average 40 hours per week for the agency at $11.06 /hour. Position will devote average 8 hours/day (100% of time) for 36 days. = Total $3,185 (Note: Position works on a rotating schedule)

Payment is on a bi-weekly basis.

Total Program Allocation: $14,499
Total CSC Allocation: $14,499
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 100%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Pooled Park Service Aide (Seasonal) (4393)						**Staff:** Park Service Aide-Seasonal (PSA), Pooled (3766)						
100.00%	108,300	108,300	8,285	8,285	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/24/2011 8/19/2011 8/17/2011 Pooled Park Service Aide-Seasonal:

Represents 24 positions(below is justification per position. One position is $4,512.48*24 positions=$108,300):

After-School: N/A

Summer 2011: Position works average of 40 hours per week for the agency at $11.06 /hour. Position will devote average 8 hours/day (100% of time) for 15 days. = Total $1,327 (Note: Position works on a rotating schedule)

Summer 2012: Position works average 40 hours per week for the agency at $11.06 /hour. Position will devote average 8 hours/day (100% of time) for 36 days. = Total $ 3,185 (Note: Position works on a rotating schedule)

Payment is on a bi-weekly basis.

Total Program Allocation: $4,512
Total CSC Allocation: $4,512
Total Weeks Funded by TCT: 10
For Position Management: % of time devoted to TCT: 100%

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Pooled Recreation Leader (4394)						**Staff:** Recreation Leader (RL), Pooled (3767)						
100.00%	35,557	35,557	2,721	2,721	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/24/2011 8/24/2011 8/17/2011 Pooled Recreation Leader (RL):

Represents 7 positions (below is justification per position. One position is $5,079.60 * 7 positions=$35,557):

After-School: N/A

Summer 2011: Position works average 40 hours per week for the agency at $12.45/hour. Position will devote 8 hours/day (100% of time) for 15 days= Total $ 1,494 (Note: Position works on a rotating schedule)

Summer 2012: Position works average 40 hours per week for the agency at $12.45/hour. Position will devote 8 hours/day (100% of time) for 36 days= Total $ 3,586 (Note: Position works on a rotating schedule)

Payment is on a bi-weekly basis.

Total Program Allocation: $5,080
Total CSC Allocation: $5,080
Total Weeks Funded by TCT: 10
For Position Management: % of time devoted to TCT: 100%

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: PRM / P & R Wellness & Fitness (A) (4379)						**Staff:** Sumner, Pernell (2356)						
24.28%	14,883	14,883	1,139	1,139	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/24/2011 8/19/2011 8/17/2011 After-School: Position works 40 hours per week for the agency at $29.53/hour. Position will devote 12 hrs/wk (30% of time) to the program for 42 weeks. = Total $ 14,883

Payment is on a bi-weekly basis.

Total Program Allocation: $14,883
Total CSC Allocation: $14,833

53

Total Weeks Funded by TCT: 42
For Position Management: % of time devoted to TCT: 30%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: PRM / P & R Wellness & Fitness (C) (4398)						**Staff:** Portilla, Igna (2358)						
30.00%	15,001	15,001	1,148	1,148	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/19/2011 After-School: Position works 40 hours per week for the agency at $24.04 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 42 weeks. = Total $12,116

Summer 2011: Position works 40 hours per week for the agency at $24.04 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 3 weeks. = Total $865

Summer 2012: Position works 40 hours per week for the agency at $24.04 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 7 weeks. = Total $2,019

Payment is on a bi-weekly basis.

Total Program Allocation: $15,001
Total CSC Allocation: $15,001
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 30%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: PRM / P & R Wellness & Fitness (LL) (4399)						**Staff:** Rivas, Yamilette (2373)						
30.00%	14,296	14,296	1,094	1,094	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/19/2011 After-School: Position works 40 hours per week for the agency at $22.91 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 42 weeks. = Total $11,547

Summer 2011: Position works 40 hours per week for the agency at $22.91 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 3 weeks. = Total $825

Summer 2012: Position works 40 hours per week for the agency at $22.91 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 7 weeks. = Total $ 1,924

Payment is on a bi-weekly basis.

Total Program Allocation: $14,296
Total CSC Allocation: $14,296
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 30%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: PRM / P & R Wellness & Fitness (MLK) (4397)						**Staff:** Burroughs, Marvin (2357)						
30.00%	11,413	11,413	873	873	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/19/2011 After-School: Position works 40 hours per week for the agency at $18.29 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 42 weeks. = Total $9,218

Summer 2011: Position works 40 hours per week for the agency at $18.29 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 3 weeks. = Total $658

Summer 2012: Position works 40 hours per week for the agency at $18.29 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 7 weeks. = Total $ 1,536

55

Payment is on a bi-weekly basis.

Total Program Allocation: $11,413
Total CSC Allocation: $11,413
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 30%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: PRM / P & R Wellness & Fitness (N) (4455)						**Staff:** Lhomme, Tannis (2361)						
30.00%	13,092	13,092	1,002	1,002	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/19/2011 After-School: Position works 40 hours per week for the agency at $20.98 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 42 weeks. = Total $10,574

Summer 2011: Position works 40 hours per week for the agency at $20.98 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 3 weeks. = Total $755

Summer 2012: Position works 40 hours per week for the agency at $20.98/hour. Position will devote 12 hrs/wk (30% of time) to the program for 7 weeks. = Total $ 1,762

Payment is on a bi-weekly basis.

Total Program Allocation: $13,092
Total CSC Allocation: $13,092
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 30%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: PRM IV (GO) (4456)						**Staff:** Jenkins, Victor (2359)						
5.77%	3,238	3,238	248	248	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/19/2011 After-School: N/A

Summer 2011: Position works 40 hours per week for the agency at $26.98 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 3 weeks. = Total $971

Summer 2012: Position works 40 hours per week for the agency at $26.98 /hour. Position will devote 12 hrs/wk (30% of time) to the program for 7 weeks. = Total $2,266

Payment is on a bi-weekly basis.

Total Program Allocation: $3,238
Total CSC Allocation: $3,238
Total Weeks Funded by TCT: 10
For Position Management: % of time devoted to TCT: 30%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Salary Totals:

69.21%	**505,760**	**505,760**	**38,694**	**38,694**	**27,109**	**27,109**	**0**	**0**	**0**	**0**	**0**	**0**

56

Expense Data

Account #	Account Name	Original Budget	Amended Budget
529	Fringe Benefits (other)	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
531	Travel (other than participants)	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

57

Account #	Account Name	Original Budget	Amended Budget
532	Travel (participants)	45,540	45,540
	Original Budget Calculation:		
	=45540		

Original Budget Narratives:

8/17/2011 Travel (participants):
Park vehicles are leased from the General Services Administration (GSA). Daily one way transportation from schools to park. All vans are 15 passenger vans with a TCT reimbursement rate at $.60 per mile.

After-School: GSA Transportation $.60 per mile x average 8,500 miles=$5,100 . Buses:24 buses x $240 per bus= $5,760.

Summer 2011: $.60 per mile x average 2,000 miles=$1,200. Buses: 29 buses x $240 per bus=$6,960

Summer 2012: $.60 per mile x average 5,000 miles=$3,000. Buses: 98 buses x $240 per bus=$23,520

Total Program Expense: $45,540
Total CSC request: $45,540

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
533	Meals (participants)	43,811	43,811
	Original Budget Calculation:		
	=141088		

Original Budget Narratives:

8/17/2011 Meals(participants):
After-School: Snack ($.30 cents x 295 participants x 180 days = $15,930). Lunch ($2.74 per lunch x 295 participants x 22 full days = $17,783

Summer 2011: Snack ($.30 cents x 660 participants x 15 days = $2,970). Lunch (will be provided using a free lunch program)

Summer 2012: Snack ($.30 cents x 660 participants x 36 days = $7,128). Lunch (will be provided using a free lunch program)

Total Program Expense: $43,811
Total CSC request: $43,811

Amount of Match: ($2.89 per lunch x 660 participants x 51 days=$97,277)
Source of Match: CAA or Rayfield Free Lunch Program
Add to Original Budget Narratives:

58

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
534	Space	0	0
	Original Budget Calculation:		
	=182560		

Original Budget Narratives:

8/17/2011 Space:
Building Rental Rates for MDPR average $35.00 per hour

After-School: Arcola Park: (AS 720 hrs + FDs 176 hrs x $35 per hour = $31,360). Martin Luther King: (AS 720 hrs + FDs 176 hrs x $35 per hour =$31,360). Leisure Lake: (AS 720 hrs + FDs 176 hrs x $35 per hour = $31,360). Naranja: (AS 720 hrs + FDs 176 hrs x $35 per hour = $31,360).

Summer 2011 & 2012: Martin Luther King (SC 408 hrs x $35 per hour=$14,280). Leisure Lake (SC 408 hrs x $35 per hour=$14,280). Naranja (SC 408 hrs x $35 per hour=$14,280). Goulds: (SC 408 hrs x $35 per hour=$14,280).

Amount of Match: $182,560
Source of Match: MDPR
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
535	Utilities	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
536	Supplies (office)	2,500	2,500
	Original Budget Calculation:		
	=2500		

Original Budget Narratives:

8/24/2011 After-School: Routine Office Supplies
Summer 2012: Routine Office Supplies

Total Program Expense: $2,500
Total CSC request: $2,500
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
537	Supplies (program)	10,000	10,000
	Original Budget Calculation:		
	=10000		

Original Budget Narratives:

8/17/2011 Supplies (program):
After-School: ($1,200 per site x 5 sites=$6,000) For various program supplies: books, workbooks, software, educational materials, board games, puzzles, etc.)

Summer 2012: ($800 per site x 5 sites=$4,000) For various program supplies: books, workbooks, software, educational materials, board games, puzzles, etc.)

Total Program Expense: $10,000
Total CSC request: $10,000

59

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
540	Non-Capital Equipment	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
550	Capital Equipment	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

60

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
591	Indirect Cost	70,601	70,601
	Original Budget Calculation:		
	=70601		

Original Budget Narratives:

8/19/2011 8/17/2011 8% of approved budget

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
611	Subcontractor	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
711	Professional Services (instructors)	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
721	Professional Services (certified teachers)	54,800	54,800

Original Budget Calculation:

=(10960*5)

Original Budget Narratives:

8/24/2011 8/24/2011 8/17/2011 Professional Services (certified teachers)
Represents 5 teacher positions (below is the justification per teacher. One teacher is $10,960 * 5 teachers=$54,800):

After-School: Average of $20.00 per hour x 2 hrs per day x 202 days=$8,080

Summer 2012: Average of $20.00 per hour x 4 hrs per day x 36 days=$2,880

Total Program Expense: $10,960
Total CSC request: $10,960

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
731	Professional Services (tutors)	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
741	Professional Services (consultants)	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

62

Account #	Account Name	Original Budget	Amended Budget
791	Professional Services (other)	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
811	Other (advertising)	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
821	Other (background screening)	0	0
	Original Budget Calculation:		
	=4460		

Original Budget Narratives:

8/24/2011 8/17/2011
Other (background screening)In-Kind MDPR:

Range of $33 to $43 per background Check
After-School: $43 per check x 20 staff = $860
$33 per check x 20 volunteers = $660

Summer 2011 & 2012: $43 per check x 30 staff = $1,290
$33 per check x 50 volunteers = $1,650

Total Program Expense: $4,460
Total CSC request: $0

Amount of Match: $4,460
Source of Match: MDPR
Add to Original Budget Narratives:

63

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
831	Other (admission to field trips)	41,490	41,490
	Original Budget Calculation:		
	=41490		

Original Budget Narratives:

8/17/2011 Other (admission to field trips):

After-School: 3 trips x average cost of $6.00 x 295 participants=$5,310

Summer 2011: 2 trips x average cost of $6.00 x 705 participants=$8,460

Summer 2012: 7 trips x average cost of $6.00 x 660 participants=$27,720

Total Program Expense: $41,490
Total CSC request: $41,490

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
891	Other (other)	2,000	2,000

Original Budget Calculation:

=(33180+2000)

Original Budget Narratives:

8/24/2011 8/24/2011 8/17/2011 Other (other) Volunteers In-Kind:
After-School: Approx. 20 volunteers assist throughout the after-school year for an approximate total of 1,000 hours with direct services. Valued at $11.06/hr based on dollar value of the hourly rate equivalent. ($11.06 x 1,000 = $11,060)
Summer 2011-12: Approx. 50 volunteers assist throughout the summer program for an approximate total of 2,000 hours with direct services. Valued at $11.06/hr based on dollar value of the hourly rate equivalent.($11.06 x 2,000 = $22,120)

Total Program Expense: $0
Total CSC request: $0

Amount of Match: $33,180
Source of Match: MDPR

Other (other) Family & Special Events:

After-School:($200 per site x 5 sites= $1,000)
Summer 2011: ($100 per site x 5 sites=$500)
Summer 2012: ($100 per site x 5 sites=$500)

Total Program Expense: $2,000
Total CSC request: $2,000

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Expense Totals:	**270,742**	**270,742**
Salary and Expense Totals:	**842,305**	**842,305**

Other Funders

Funding Organization	Amount
In-Kind Contributions - In-Kind Contributions (Summary)	355,937
	355,937

APPENDIX 2:

Staffing Plan

Staffing Plan must EXACTLY match the paid and in-kind staff, volunteers, professional services/independent contractors, and sub-contractors described in the Activity Tables and listed in the Program Budget. Add or delete rows and adjust links to the Program Budget as necessary.

	After School		Summer		Justification	
If additional rows for staff positions were added in the Program Budget, please add rows below in the appropriate section and adjust the links to the Program Budget.	# of Staff*	Ratio Yes or No	# of Staff*	Ratio Yes or No	Qualifications: Required Minimum Education & Experience	Description of responsibilities related to the program described in the Activity Tables
List Full-Time Employees						
PRM / P & R Wellness & Fitness (A)	1	Yes	N/A	N/A	Bachelor's degree in Park & Recreation Management or related field. Experience in planning, organizing, conducting, or supervising park and recreation services. Must possess a driver license. Experience may be substituted for degree on a year to year basis.	Plans, assigns, and reviews the work of subordinate recreation and maintenance personnel engaged in conducting a recreation program. Provides direct program services including, but not limited to: fitness, literacy, social skills, supervised free play, enrichment and family involvement activities on an as needed basis.
PRM / P & R Wellness & Fitness (MLK)	1	Yes	1	Yes	Bachelor's degree in Park & Recreation Management or related field. Experience in planning, organizing, conducting, or supervising park and recreation services. Must possess a driver license. Experience may be substituted for degree on a year to year basis.	Plans, assigns, and reviews the work of subordinate recreation and maintenance personnel engaged in conducting a recreation program. Provides direct program services including, but not limited to: fitness, literacy, social skills, supervised free play, enrichment and family involvement activities on an as needed basis.
PRM / P & R Wellness & Fitness (C)	1	Yes	1	Yes	Bachelor's degree in Park & Recreation Management or related field. Experience in planning, organizing, conducting, or supervising park and recreation services. Must possess a driver license. Experience may be substituted for degree on a year to year basis.	Plans, assigns, and reviews the work of subordinate recreation and maintenance personnel engaged in conducting a recreation program. Provides direct program services including, but are not limited to: fitness, literacy, social skills, supervised free play, enrichment and family involvement activities on an as needed basis.
PRM IV (GO)	N/A	N/A	1	Yes	Bachelor's degree in Park & Recreation Management or related field required. Experience in planning, organizing, conducting, or supervising park and recreation services. Must possess a driver license. Experience may be substituted for degree on a year to year basis.	Plans, assigns, and reviews the work of subordinate park & recreation managers engaged in supervising recreation and maintenance programs. Provides direct program services including, but not limited to: fitness, literacy, social skills, supervised free play, enrichment and family involvement activities on an as needed basis.

	After School		Summer		Justification	
If additional rows for staff positions were added in the Program Budget, please add rows below in the appropriate section and adjust the links to the Program Budget.	# of Staff*	Ratio Yes or No	# of Staff*	Ratio Yes or No	Qualifications: Required Minimum Education & Experience	Description of responsibilities related to the program described in the Activity Tables
PRM / P & R Wellness & Fitness (LL)	1	Yes	1	Yes	Bachelor's degree in Park & Recreation Management or related field. Experience in planning, organizing, conducting, or supervising park and recreation services. Must possess a driver license. Experience may be substituted for degree on a year to year basis.	Plans, assigns, and reviews the work of subordinate recreation and maintenance personnel engaged in conducting a recreation program. Provides direct program services including, but not limited to: fitness, literacy, social skills, supervised free play, enrichment and family involvement activities on an as needed basis.
PRM / P & R Wellness & Fitness (N)	1	Yes	1	Yes	Bachelor's degree in Park & Recreation Management or related field. Experience in planning, organizing, conducting, or supervising park and recreation services. Must possess a driver license. Experience may be substituted for degree on a year to year basis.	Plans, assigns, and reviews the work of subordinate recreation and maintenance personnel engaged in conducting a recreation program. Provides direct program services including, but not limited to: fitness, literacy, social skills, supervised free play, enrichment and family involvement activities on an as needed basis.
List Part-Time / Seasonal Employees						
Park Service Aide	20	Yes	44	Yes	High school diploma or GED. Three months of experience in customer contact, recreation, or general labor are required. Must possess a driver license.	Organizes, teaches, and leads various age groups in general organized recreation activities that include, but are not limited to: fitness, literacy, social skills, supervised free play, enrichment and family involvement activities.
Recreation Leaders			7	Yes	High school diploma or GED. Three years of experience in related field. Must possess a driver license and current FA & CPR certification.	Organizes, teaches, and leads various age groups in general organized recreation activities that include, but are not limited to: fitness, literacy, social skills, supervised free play, enrichment and family involvement activities.

	After School		Summer		Justification	
If additional rows for staff positions were added in the Program Budget, please add rows below in the appropriate section and adjust the links to the Program Budget.	# of Staff*	Ratio Yes or No	# of Staff*	Ratio Yes or No	Qualifications: Required Minimum Education & Experience	Description of responsibilities related to the program described in the Activity Tables
List Professional Services/Independent Contractors						
Certified Teachers:						
Certified Teachers	5	No	5	No	Current Teacher Certificate, pass background check	Lead literacy activities using the evidence-based curriculum. Administer ORF Testing. Assist in homework help.
List Other: Volunteers **						
Volunteers	20	No	50	No	Volunteers are required to fill out a volunteer application, pass background check, and participate in a volunteer orientation before actively volunteering.	All volunteers are supervised at all times by County Employees and must adhere to applicable policies and procedures. Volunteers do not drive County vehicles. While on duty, volunteers must be designated by either a name or volunteer badge. Volunteers will help to assist in delivering the program components to the

* # of Staff refers to the number of paid and in-kind staff, subcontractors, independent contractors and volunteers in each position identified.

Please comment if two or more positions are combined for purposes of calculating the child/staff ratio. This is typically done when two or more position's schedules are not overlapping (i.e. one position works from 8 AM to 1 PM and another works from 1 PM to 6 PM.)

**Volunteers may only be counted towards the staff: participant slot ratio if they are screened and trained and they work days and times that match what would be required for a paid staff member in the position a volunteer occupies.

ATTACHMENT C:

Programmatic Data and Reporting Requirements

Attachment C
OUT-OF-SCHOOL
Programmatic Performance and Data Reporting Requirements
Contract No. 1110-1240
Agency name: Miami Dade County Park and Recreation Department (GP)
Program name: Out-of-School General Population Programs

The Provider shall submit to The Children's Trust individual participant demographics, attendance, and outcome data for all children participating in the program as noted in the Scope of Service (Attachment A). Reporting includes electronic submission of information into The Children's Trust web-based reporting system, as well as outcome, narrative, and satisfaction survey reports, as noted below. Provider's use of The Trust's web-based reporting system requires mandatory training from The Children's Trust and a user login name.

Minimum standards for performance are described in the sections below. Failure to meet the minimum standards for performance will constitute a breach of contract. The Children's Trust reserves the right in its sole discretion to determine remedies for such breach, including, without limitation, terminating a contract, reducing funding commensurate with below-minimum performance, or imposing other remedies on providers performing below any minimum standard, or requiring "cures" or "performance improvement plans." For mid and end of the year performance reviews, Provider is awarded incremental credit for approaching the identified performance targets.

ACTIVITIES

- A representative Daily Schedule of Activities for each period contracted is included as Appendix 1. The schedule shall reflect the activities, frequency, and intensity as outlined in Attachment A. Provider may modify the schedule(s), however, any changes that alter the type, frequency, intensity, and/or duration of the activities will require a contract amendment. The approved Schedule of Activities is to be posted in a visible location at each service site.
- Provider will ensure that approximately 75% of the program's operating hours are accounted for in planned activities as indicated in Appendix 1.
- Provider will ensure that all children have a nutritious lunch and snack, at a minimum, during summer and full-day program days and a snack during after-school and partial day program days. Weekly menus are to be posted in a visible location at each service site.
- Provider will retain documentation (including basic materials and attendance records) from Family Involvement activities identified in Attachment A.

PARTICIPANTS

Eligibility - Children eligible for The Children's Trust funded out-of-school (OOS) programs will be Miami-Dade County school-age children attending elementary and middle school.

Demographics - Children's demographics (including all the items noted below), must be entered into The Trust's web-based reporting system within seven (7) calendar days of each child's first day of attendance. All children's demographics shall be updated on an ongoing basis if and when new information is collected (i.e. new address, grade level, school).

Demographic information required for all children enrolled:

- Participant's Name (last, first, middle initial)
- Parent's name (last, first, middle initial)
- Street Address, City, and Zip Code
- Parent/Guardian's Primary Phone # and Email
- Gender (male, female)
- Date of Birth
- Race (American Indian/Alaska Native, Asian, Black/African American, Pacific Islander, White, Other)

- Ethnicity (Hispanic, Haitian, Other)
- English proficiency (yes/no)
- Other language(s) spoken (English, Spanish, Haitian Creole, None, Other)
- Last 4 Digits ONLY of Child's Social Security #
- Child's Miami-Dade County Public Schools ID Number
- Child's Current Grade Level
- Child's Current School
- Does child have a Health Insurance? (yes/no)
- Does child have a documented disability? (yes/no)
- If disabled, what type? [Autism Spectrum Disorders, Chronic Medical Condition, Developmental Delay, Emotional and/or Behavioral Disorder, Hearing Impairment (or deaf), Intellectual Disability (or mental retardation), Learning Disability, Physical Disability, Speech/Language Impairment, Visual Impairment (or blind), Other]
- Documentation of disability (Individualized Family Service Plan, Individualized Education Plan, Section 504 Plan, diagnosis from a medical doctor, state certified or licensed professional; and/or disclosure by a parent/guardian); *if child is noted as having a documented disability, a hard copy of the selected documentation must be kept within the participant's file for monitoring purposes.*
- Other Child Needs (accommodations, academic, behavioral)
- Is participant (information to be reported in the Program Narrative Report):
  - A child of a migrant farm worker (i.e., parent/caregiver crossed county or state lines in search of temporary or seasonal farm work within the past 36 months)
  - Involved with the *Dependency System* (e.g., DCF, Our Kids, full case management agencies, dependency and family courts)
  - Involved with the *Delinquency System* (e.g., DJJ, Juvenile Services Department, diversion/Civil Citation programs)

Other information to be obtained for all participants and included in the participant files:

- Medical History and Authorization (including special needs and conditions)
- Emergency Contact Information
- Transportation and Pick-up Authorizations
- Confidentiality of Client Information
- Voluntary Consent for Video and Photography
- Signed release of information to The Children's Trust and authorization to participate

Children with Disabilities - The Children's Trust expects that programs will serve children with disabilities, regardless of disability type or level, provided they can be safely and reasonably accommodated in accordance with the Americans with Disabilities Act (ADA).

Providers who may need assistance in determining whether they can safely and reasonably accommodate children with disabilities must contact their assigned Inclusion Specialist from the All Children Together (ACT) Resource Network. All children must be admitted into programs unless the assigned Inclusion Specialist determines that reasonable accommodations cannot be made.

PERFORMANCE MEASURES

How much are you doing?

- Attendance refers to the actual number of children (with at least one day of attendance) participating in a program during a specific time frame. Attendance cannot be entered for a given participant until her/his demographic information has been completed. During the school year, only children attending After School days may participate in programming for School Year Full Days and/or Saturdays.
- Days of Service refers to the number of days contracted to be delivered by providers during the school year and/or summer. During the school year, 180 after school days of service must be offered. A minimum of 6 consecutive weeks (or 29 days) must be offered during the summer.
- Average Attendance Per Day reflects the average number of contracted slots/seats that are

filled daily. The Children's Trust recognizes that not all children will attend their out-of-school program every day. However, material compliance with this contract requires that a minimum of 85% of contracted slots for participating children will be occupied on a daily basis.

- Output Utilization refers to the number of units served, which is equivalent to the total number of days attended across all children. "Actual" utilization is calculated by summing the total number of days attended by all children. "Proposed" utilization is based on the total number of contracted slots multiplied by the total number of contracted sessions. The actual utilization during the selected time frame is then divided by the proposed utilization. During any given time frame, The Trust requires that providers serve a minimum of 85% of the units of service contracted (children x days) to be served.
- Testing Compliance ensures that all assessments are given at the appropriate time intervals. The
  Trust requires that tests are administered during specific windows of time, and assessments for all contracted outcomes must be given based on these time frames. All children with at least one day of attendance during a test administration timeframe must receive an assessment. Additionally, children leaving the program before its completion should be post-tested, if prior notice is given.
  - School Year Pre-test: Test children within 30 calendar days of each child's first day of attendance.
  - School Year Mid-test: Administer tests between December 1st and January 15th.
  - School Year Post-test: Administer tests between May 1st and June 7th.
  - Summer Pre-test: Test within 14 calendar days of each child's first day of attendance. Providers may also opt to use school year post-test results as summer pre-tests for returning children. This is permissible only if the school year post-test was administered within two weeks of the child's start date in summer camp.
  - Summer Post-test: Test during the final 14 calendar days of summer camp.
- Matched Sets Compliance tracks number of children receiving at least two tests within a review period. Two testing points are necessary in order to evaluate whether a child has made progress. Only children with long-term program enrollment will be included in a review of matched sets data. This is defined as any child with 90+ calendar days of program enrollment. At the midyear, 90% of children are required to have matched sets, and at the end of the school year 95% are required to have matched sets. By the end of summer camp, 90% of children are required to have matched sets.

How well are you doing?

- Engagement refers to the average number of after school days each child has attended based on the child's first day of attendance through an end date. Only children enrolled in the program for at least 14 calendar days will be included in the school year engagement calculation. Participants are required to attend a minimum of 80% of program days offered by the midpoint, and 70% by end of school year. Engagement will not be evaluated during summer camp.
- Satisfaction surveys must be administered to all children, youth, and their parents once during the school year in March and once during the summer. Providers have the option to administer the satisfaction surveys from The Children's Trust (which can be found at The Children's Trust website) or to use a satisfaction survey of their choosing. Providers are required to submit a summary of their school year survey results through an online survey by April 15, 2012. Results of summer camp surveys must be reported online by September 15, 2012.

Is anyone better off?

- Outcomes represent the best means of evaluating a program's impact on a participant. The purpose of evaluation is to promote improvements in participant achievement, and to facilitate changes in program practices that result in improved outcomes. To that end, we expect that all children will be evaluated and that all children (and programs) can improve as result. All children attending OOS programs will be tested using the Oral Reading Fluency (ORF) assessment and the Progressive Aerobic Cardiovascular Endurance Run (PACER). Results for ORF and PACER, as well as additional assessments, must be reported in The

Trust's web-based data reporting system. Providers should meet the performance measures and targets required by the specific contract terms found in Attachment A (Scope of Services).

- The original format of ORF and PACER may not be appropriate for all children. In these cases, providers must review approved *adaptation* options for the ORF and/or PACER assessments. *Alternate assessments* are conducted for children who are not able to respond to the original or adapted ORF and/or PACER assessment methods. Alternate assessments to ORF and PACER are reserved for children with disabilities. The Children's Trust website contains additional information regarding ORF/PACER adaptations, as well as the process for selecting alternate assessments.

TRAINING AND QUALITY IMPROVEMENT

The Children's Trust offers a variety of trainings on important topics. The Provider is required to ensure attendance by appropriate agency and/or program staff at the following trainings annually: Oral Reading Fluency, Progressive Aerobic Cardiovascular Endurance, training on The Trust's web-based data reporting system, School-Age Care Environmental Rating Scale, New and Renewal Contract Development and Contract Management trainings, Quarterly Provider Meetings, and other topical trainings offered throughout the contract year. Provider must attend a minimum of one training regarding inclusion of children with disabilities during each contract year. In addition, full participation is required with Project RISE (Research, Inspiration, Support, and Evaluation), the All Children Together (ACT) Resource Network, and other Trust initiatives that may be appropriate.

- *Project RISE (http://cps.nova.edu/projectrise/)*
  The Children's Trust requires that Trust-funded out-of-school providers fully participate with Project RISE, a quality improvement initiative offered to support and improve the services available to Miami-Dade children and youth. Providers (including all staff involved in test administration) are required to become recertified in ORF and PACER administration annually.
- *All Children Together Resource Network (http://ccdh.org/act/about_act/)*
  The Children's Trust requires that providers attend trainings to educate them about the inclusion of children with disabilities during the contract year. Inclusion requires that programs be appropriately adapted to meet the needs of all participating children. The ACT Resource Network is a resource available to offer training, technical assistance, mentoring, and consultation regarding provision of services to children with disabilities.
- *Injury Prevention Education and Resources*
  The Children's Trust requires all funded providers to fully participate in childhood injury prevention capacity-building efforts facilitated by The Public Health Trust's Injury Free Coalition for Kids of Miami®, including participation in at least one training session relevant to the population being served, and distribution of parent education materials on home, water, car and bicycle safety.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

REPORTING SUBMISSION AND DATA ENTRY

- Participant attendance for a given month is required to be entered into The Trust's data reporting system by the fifteenth (15th) of the following month, exclusive of legal holidays or weekends.
- The Program Narrative Report captures a report of program's successes, support needs, and volunteer participation. The report is captured on a standard Word document, which is available on The Trust's website for download. The report must be submitted quarterly (see below).
- Scores for the ORF and PACER tests as well as aggregate data for other assessments must be entered into The Trust's online data reporting system as follows. If the due date falls on a weekend/holiday, then reports are due the following business day.

	Due Date	What to Report
School Year 2011-2012	15th Day Each Month	- Enter prior month's attendance data and any new pre-test data into The Trust's web-based reporting system
	October 15, 2011	- Send Program Narrative Report to Contract Manager
	January 31, 2012	- Send Program Narrative Report to Contract Manager - Enter mid-test data into online data reporting system
	April 15, 2012	- Send Program Narrative Report to Contract Manager - Respond to online survey requesting overview of satisfaction survey responses
	June 15, 2012	- Send Program Narrative Report to Contract Manager - Enter post-test data into online data reporting system
Summer Camp 2012	15th Day Each Month	- Enter prior month's attendance data and any new pre- test data into The Trust's web-based reporting system
	September 15, 2012	- Send Summer Program Narrative Report to Contract Manager - Respond to online survey requesting overview of satisfaction survey responses - Enter post-test data into online data reporting system

PROFILE WITH SWITCHBOARD OF MIAMI

Provider shall create and/or update agency and program profiles, and site(s) information in the Community Resource Directory maintained by Switchboard of Miami. Provider shall maintain accurate information for the duration of this Contract term to facilitate referrals. Evidence that the profile(s) has been created or updated must be provided to the Contract Manager within 30 days of execution of this Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

Attachment D
Program Specific Audit Requirements

The Program Specific Audit is to encompass an audit of The Children's Trust contract(s) in accordance with section O.2. Financial Audit and Program Specific Audit. The comprehensive nature of auditing performed in accordance with the standards set forth below places on the audit organization the responsibility for ensuring that (1) the audit is conducted by personnel who have the necessary skills, (2) independence is maintained, (3) applicable standards are followed in planning and conducting audits and reporting the results, (4) the organization has an appropriate internal quality control system in place, and (5) the organization undergoes an external quality control review. Individuals assigned to these audits are to complete at least 24 of the 80 hours of continuing education required for licensure in subjects directly related to the government environment and to government auditing as required by Governmental Auditing Standards.

The program specific audit requires the following (a sample may be found on The Children's Trust website):

Submission of:

a. Independent auditor's report on the financial statements, as it relates to The Children's Trust funded program(s) and the schedule of budget to actual expenditures of The Children's Trust contract(s)
b. basic financial statements as it relates to The Children's Trust funded program(s). The basic financial statements is to include the Statement of Financial Position and the Statement of Activities
c. the schedule of budget to actual expenditures, by budget category, reflecting expenditures during the audit period for each The Children's Trust contract, by contract number
d. summary of schedule of prior and current audit findings
e. disclosure of any significant finding(s)
f. disclosure of all questioned costs and liabilities due to The Children's Trust, with a reference to the contract number involved
g. a recommendation for a corrective action plan on any finding
h. Report whether Provider has internal controls in place to provide reasonable assurance of compliance with The Children's Trust applicable contractual requirements and on the reliability of financial operations

- Provision of notes to the financial statements;
- Report as to whether contractual matching requirements were met, if applicable;
- The auditor must include in their testing:

a. testing of the budget versus actual expenditures. The approved budget is to include the original approved contracted budget as well as any approved budget revisions and budget amendments.
b. double billing i.e. billing under The Children's Trust contract the same expenditure that is billed under another contract and/or revenue source
c. testing for unallowable expenditures e.g. costs not included in the approved budget or budget revision and unallowable costs identified in the budget guidelines included on The Children's Trust website
d. testing for questioned costs
e. testing that the Provider billed and was reimbursed by The Children's Trust in accordance with the method of payment identified in the Contract and within the Contract period
f. testing that monies used for the program were for eligible participants

g. testing for the supplanting of funds
h. testing of match requirements, if applicable
i. testing of attendance or other unit if the method of payment is other than a cost reimbursement payment method
j. testing of the cost allocation plan to verify that The Children's Trust is paying only its fair share of costs for services, overhead and staffing
k. testing that advanced funds, if not used, shall be invested by Provider in an insured interest bearing account and that any interest earned on advanced funds is returned to The Children's Trust.

The independent auditor's report shall state that the audit was conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial suits contained in Government Auditing Standards, issued by the Comptroller General of the Unites States, and the program specific audit requirements listed in The Children's Trust contract(s). The report shall include the following:

- An opinion (or disclaimer of opinion) as to whether the financial statement(s) of Provider, as it relates to The Children's Trust program(s), is presented fairly in all material respects in conformity with the stated accounting policies;
- An opinion (or disclaimer of opinion) as to whether the schedule of budget to actual expenditures, by budget category, is presented fairly in all material respects in conformity with the stated accounting policies;
- A report on internal control related to The Children's Trust contract(s), which shall describe the scope of testing of internal control and the results of the tests;
- A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the Provider complied with laws, regulations, and the provisions of contract(s) with The Children's Trust which could have a direct and material effect on the program; and
- A schedule of findings and questioned costs for The Children's Trust contract(s) that includes a summary of the auditor's results relative to The Children's Trust contract(s) and findings and questioned costs.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

ATTACHMENT E
Affidavit for Level 2 Background Screenings

Affidavit Affirming Compliance with Background Screening for Provider Personnel, Volunteers, and Subcontracted Personnel, as applicable.

In accordance with Sections 943.0542, 984.01, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Paragraph R. Background Screening of this Contract, the undersigned affiant makes the following statement under oath, under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed $1,000, pursuant to Sections 837.012 and 775.082, Florida Statutes.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared *(CEO/Executive Director)* _____
Authorized Provider

Representative of _____*(Provider Name)*_____, who being by me first duly sworn, deposes and says:

Name of Contracted Provider

_____ _____
(Signature of CEO/Executive Director/HR Director) Date

I swear and affirm that the above-named contracted Provider is compliant with the requirements for personnel background screening detailed in Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, for all personnel having direct contact with children.

Sworn to and subscribed before me at Miami-Dade County, Florida this ___ day of _____, 2011/2012 by _____.

___ Who is personally known to me
___ Who produced identification: _____
Type of identification

_____
Signature of Notary Public
State of Florida at Large

_____
Print, type or stamp name of notary public

My Commission Expires:

ATTACHMENT C

FY 2011-2012
CONTRACT NO. 1110-2120
BETWEEN THE CHILDREN'S TRUST
AND MIAMI DADE COUNTY
PARK AND RECREATION DEPARTMENT
FOR OUT-OF-SCHOOL

THIS CONTRACT is between **The Children's Trust** whose address is 3150 S.W. 3rd Avenue, 8th Floor, Miami, Florida 33129 and **Miami Dade County Park and Recreation Department** hereafter "Provider" whose address is 275 N.W. Second Street, 5th Floor, Miami, Florida 33128.

In consideration of the mutual covenants herein, The Children's Trust and Provider (sometimes hereafter referred to as "**Parties**") agree as follows:

A. EFFECTIVE TERM

The effective term of this Contract shall be from **August 1, 2011** through **July 31, 2012**, subject to funding availability and Provider's performance.

B. TERMS OF RENEWAL, if applicable

In the sole discretion of The Children's Trust, this Contract may be renewed with the acknowledgement of Provider. In considering the exercise of any contract renewal, and in accordance with the Request for Proposal (RFP) and Board authorization, renewal may not exceed a term equal to the term of the initial contract for a total maximum of three (3) terms. The Children's Trust in its sole discretion will consider, but is not limited to, the following:

1. Provider meeting the performance requirements specified in this Contract.
2. Continued demonstrated and documented need for the services funded.
3. Program performance, fiscal performance, and compliance by Provider that is deemed satisfactory in The Children's Trust's sole discretion.
4. The availability of funds. The Children's Trust is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the contract.
5. If applicable, The Children's Trust in its sole discretion will initiate re-negotiation of this Contract before the contract term expires.

C. SCOPE OF SERVICES

SEP12 11 3:55P

1. Provider agrees to render services in accordance with the Scope of Services, Attachment A, hereafter "Services", to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.

2. The Services' activities and performance measures, as well as complete and accurate data and programming information will be used in the evaluation of Provider's overall performance.

3. Provider agrees that all funding provided by The Children's Trust, pursuant to this Contract will be used exclusively for services in and for the benefit of Miami-Dade County residents.

D. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed **$628,464 .00**. Provider agrees that should available funding to The Children's Trust be reduced, the amount payable under this Contract will be reduced at the sole option of The Children's Trust. Provider agrees to adhere to Other Fiscal Requirements, Budget and Method of Payment outlined in Attachment B to this Contract.

E. FISCAL MANAGEMENT

1. Double Billing and Payments

Provider costs or earnings claimed under this Contract may not also be claimed under any other contract or grant from The Children's Trust or, unless such claim is denied by The Children's Trust, from any other agency. Any claim for double payment by Provider shall be a material breach of this Contract.

2. No Supplanting of Existing Public Funds

The Children's Trust funding may not be used as a substitute for existing resources or for resources that would otherwise be available for children's services, or to replace funding previously provided by, and currently available from, local and state funding sources for the same purpose. A violation of this section is a material breach of this Contract.

3. Capital Equipment

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 69I-73.001, and is defined as individual items with a value of $1,000 or greater which have a life expectancy of more than one year. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in this Contract (see Section K. Insurance).

Capital equipment purchased with Trust funds by Provider become assets of The Children's Trust; are intended for The Children's Trust funded programs; are owned by The Children's Trust; and must be tagged at the time of purchase as an asset of The Children's Trust. The Children's Trust will work with Provider to tag the asset and receive all information regarding the capital equipment. Provider must maintain a record of any capital equipment purchased with funds provided by The Children's Trust. When Provider is no longer funded by The Children's Trust, the equipment will be returned to The Children's Trust unless it is fully depreciated. Ownership of capital equipment will be transferred to Provider and removed from The Children's Trust's fixed asset system if the capital equipment is fully depreciated and in the possession of Provider. Provider can purchase the equipment at the depreciated cost with the approval of The Children's Trust. If capital equipment is not purchased by Provider prior to the equipment being fully depreciated, Provider must return such capital equipment to The Children's Trust before submission of the final invoice.

In the event that property of The Children's Trust is either damaged, lost, or stolen, while in Provider's possession, Provider is to perform all of the following: a) within 5 business days provide written notification to The Children's Trust contract manager that the capital equipment has been either damaged, lost or stolen; b) provide a police report for lost or stolen items; or provide a written statement as to how the capital equipment was damaged; and c) reimburse The Children's Trust for the value, as determined by The Children's Trust.

4. Assignments and Subcontracts
Provider shall not assign this Contract to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust. In any subcontract, Provider shall incorporate appropriate language from this contract into each subcontract and shall require each subcontractor providing services to be governed by the terms and conditions of this contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 days of its execution. All sub-contracts with Provider must be executed within 90 days of Provider's execution date. All subcontractors must agree to be monitored by Provider and/or The Children's Trust, in the same manner as Provider under the terms of this contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about contract, program, and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action based upon any such communications.

Provider shall be responsible for all Services performed, and all expenses incurred, under this Contract, including services provided and expenses incurred by any and all subcontractors. The Children's Trust shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract. Provider shall be solely liable for any expenses or liabilities incurred under any subcontract. Provider shall hold harmless and defend, at Provider's expense, The Children's Trust against any claims, demands or actions related to any subcontract.

The Children's Trust shall not provide funds to any subcontractor unless specifically agreed to in writing by The Children's Trust with notification to the Provider. All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. The Children's Trust reserves the right to require verification from Provider and/or subcontractor of payment due for satisfactory work performed by the subcontractor.

Provider and any Subcontractor must be currently qualified to do business in the State of Florida at the time that a subcontractor agreement is entered into and services are rendered.

5. Religious Purposes
Providers and/or their faith-based community partners shall not use any funds provided under this Contract to support any inherently religious activities, including but not limited to, any religious instruction, worship, proselytization, publicity or marketing materials. Any such use by Provider shall be a material breach of this Contract.

6. Lobbying
Provider shall not use any funds provided under this Contract or any other funds provided by The Children's Trust for lobbying any federal, state or local government or legislators. Any such use by Provider shall be a material breach of this Contract.

7. Adverse Action or Proceeding
Provider shall not use any funds under this Contract, or any other funds provided by The Children's Trust, for any legal fees, or for any action or proceeding against The Children's Trust, its agents, employees or officials. Any such use by Provider shall be a material breach of this Contract.

8. Compliance
Provider agrees to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws. This includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns to retain non-exempt status throughout the term of the contract, and payment of payroll taxes as applicable.

Provider further agrees to provide agency and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline.

F. INDEMNIFICATION BY PROVIDER

1. Government Entity

Subject to the limitations and sovereign immunity provisions of Florida Statute, Sec. 768.28, Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or subcontractors.

Subject to the limitations and sovereign immunity provisions of Florida Statutes, Sec. 768.28, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

2. All Other Providers

Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which The Children's Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or sub contractors, except to the extent arising from The Children's Trust's willful or wanton acts or omissions.

To the extent arising from a liability that is covered by the foregoing indemnification, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Provider agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend The Children's Trust or its officers, employees, agents.

The provisions of this section on indemnification shall survive the expiration or termination of this Contract.

G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS

Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature, The Children's Trust has a license to reasonably use, duplicate and disclose such materials in whole or in part in a manner consistent with the purposes and terms of this Contract, and to have others acting on behalf of The Children's Trust to do so, provided that such use does not compromise the validity of any copyright, trademark or patent. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in Provider or with any applicable third party who has licensed or otherwise permitted Provider to use the same. Provider agrees to allow

The Children's Trust and others acting on behalf of The Children's Trust to have reasonable use of the same consistent with the purposes and terms of this Contract, at no cost to The Children's Trust, provided that such use does not compromise the validity of such copyright, trademark or patent.

H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY

This Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. Accordingly to the extent permitted by Chapter 119, Florida Statutes, Provider retains sole ownership of intellectual property developed under this Contract. Provider is responsible for payment of required licensing fees if intellectual property owned by other parties is incorporated by Provider into the services required under this Contract. Such licensing should be in the exclusive name of Provider. Payment for any licensing fees or costs arising from the use of others' intellectual property shall be at the sole expense of Provider.

As applicable for The Children's Trust under Fla. Stat. Section 768.28, and to the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the Parties shall indemnify and hold each other harmless from liability of any nature or kind, including costs and expenses for or on account of third party allegations that use of any intellectual property owned by the third party and provided, manufactured or used by the indemnifying Party in the performance of this Contract violates the intellectual property rights of that third party.

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

A material breach by Provider shall have occurred under this Contract if Provider through action or omission causes any of the following:

a. Fails to comply with Background Screening, as required under this Contract.
b. Fails to provide the Services outlined in the scope of services (Attachment A) within the effective term of this Contract;
c. Fails to correct an imminent safety concern or take acceptable corrective action;
d. Ineffectively or improperly uses The Children's Trust funds allocated under this Contract;
e. Does not furnish and maintain the certificates of insurance required by this Contract or as determined by The Children's Trust;
f. Does not meet or satisfy the conditions of award required by this Contract;
g. Fails to submit or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed reports of requests for payment, expenditures or final expenditure reports; included, but not limited to filing reports or request for payments in Services & Activities Management System ("SAMIS").
h. Does not submit or submits incomplete or incorrect required reports pursuant to the scope of Services in this Contract;
i. Refuses to allow The Children's Trust access to records or refuses to allow The Children's Trust to monitor, evaluate and review Provider's program, including required client data;
j. Fails to comply with child abuse and incident reporting requirements;
k. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;
l. Fails to correct deficiencies found during a monitoring, evaluation or review within a specified reasonable time;
m. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies;

n. Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws;

o. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Contract.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

2. Remedies

If Provider fails to cure any breach within thirty (30) days after receiving written notice from The Children's Trust identifying the breach, The Children's Trust may pursue any or all of the following remedies:

a. The Children's Trust may, at its sole discretion, enter into a written performance improvement plan with Provider to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.

b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider of such suspension and specifying the effective date of suspension, at least five business days before the effective date of suspension. On the effective date of suspension Provider may (but shall not be obligated to) continue to perform the Services in this Contract, but Provider shall promptly cease using The Children's Trust's logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five business days before the effective date of such suspension, in any event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension including reasonable attorney's fees.

c. The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by Provider with Trust funds under this Contract subject to the rights of Provider as provided for in Paragraphs G and H above; (b) seek reimbursement of any Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for services that were performed and/or deliverables

that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney's fees.

d. The Children's Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorneys' fees through conclusion of all appellate proceedings, and including any final settlement or judgment.

e. The provisions of this Paragraph I shall survive the expiration or termination of this Contract.

J. TERMINATION BY EITHER PARTY

The parties agree that this Contract may be terminated by either party by written notice to the other party of intent to terminate at least thirty (30) calendar days prior to the effective date of such termination.

K. INSURANCE REQUIREMENTS

Prior to, or on the date commencing the effective term of this Contract, Provider's insurance agent(s) shall provide to The Children's Trust the following, as applicable: 1) Certificates of Insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract.

Or, 2) A letter of self-insurance indicating coverage applicable to a Florida municipal corporation required under this section or as determined by The Children's Trust, except as required by Florida law for government entities.

Failure by Provider to comply with Section K, shall be a material breach of this Contract. The Children's Trust will not disburse any funds under this contract until all required Certificates of Insurance , or letter(s) of self-insurance have been provided to and have been approved by The Children's Trust.

Provider will carry insurance policies in the amounts and with the requirements indicated below:

1. Worker's Compensation Insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. In the event that the Provider is no longer exempt from obtaining Worker's Compensation insurance, the Provider must notify The Children's Trust and provide the

necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be $500,000/$500,000/$500,000 as a minimum.

2. Comprehensive General Liability insurance, to include sexual molestation, in an amount not less than $500,000 combined single limit per occurrence and $1,000,000 aggregate in a policy year. Deductibles exceeding $1,000 are discouraged, unless Provider can provide financials to support a higher deductible. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:

a. Bodily Injury;
b. Property Damage;
c. No exclusions for Abuse, Molestation or Corporal Punishment;
d. No endorsement for premises only operations.

3. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and/or sub-contractors and transportation companies **transporting program participants**. The amount of coverage is $1,000,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

4. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and /or sub-contractors **not transporting program participants**. The minimum amount of coverage is $300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

5. If applicable, Special Events Coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and The Children's Trust must be designated and shown as "Additional Insured as Their Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.

6. If applicable, Professional Liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust but not less than $250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. The Children's Trust is not required to be named as an Additional Insured. Professional liability insurance is generally required when the scope of services uses professional services that require certification or license(s) to provide direct services to program participants.

7. Proof of Property Coverage is required when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider or such capital equipment is returned to The Children's Trust.

Certificate Holder

Certificate holder must read:
The Children's Trust
3150 SW 3rd Avenue, 8th Floor
Miami, Florida 33129

Classification and Rating
All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust.

Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date of making any material changes to the insurance coverage except for ten (10) days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.

In the event of any change in Provider's Scope of Services, Attachment A, The Children's Trust may increase, waive or modify, in writing any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements shall be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.

In the event that an insurance policy is canceled, lapsed or expired during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new Certificate of Insurance required under this section is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.

The Children's Trust may require Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or The Children's Trust requirements. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against Provider for any liability of any nature related to performance under this Contract or otherwise.

All insurance required hereunder may be maintained by Provider pursuant to a master or blanket policy or policies of insurance.

L. PROOF OF TAX STATUS

Provider is required to keep on file the following documentation for review by The Children's Trust:

- The Internal Revenue Service (I.R.S.) tax status determination letter, if applicable;
- The most recent (two years) I.R.S. form 990 or applicable tax return filing within six (6) months after Provider's fiscal year end or other appropriate filing period permitted by law;
- If required by applicable law to be filed by Provider, IRS 941 - quarterly federal tax return reports within thirty-five (35) calendar days after the quarter ends and if applicable, state and federal unemployment tax filings and if the 941 and unemployment tax filings reflects a tax liability, proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

M. NOTICES

Written notices pursuant to this Contract shall be sent to the addresses for each Party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its President/CEO. It is each Party's responsibility to advise the other Party in writing of any changes in responsible personnel for accepting Notices under this Contract; mailing address, and/or telephone number.

N. AUTONOMY

The Parties agree that this Contract recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. Provider is only a recipient of funding support and is not an employee, agent or instrumentality of The Children's Trust, and Provider's agents and employees are not agents or employees of The Children's Trust.

O. RECORDS, REPORTS, AUDITS AND MONITORING

The provisions of this section shall survive the expiration or termination of this Contract, consistent with Florida laws.

1. Accounting records

Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by Provider for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, whichever is later.

2. Financial audit and program specific audit

Within 180 days of the close of its fiscal year, Provider agrees to submit to The Children's Trust an Annual Financial Audit, performed by an independent certified audit firm that is registered to do business with the Florida State Department of Business Regulation, of all its corporate activities and any accompanying management letter(s) or report(s) on other matters related to internal control, for each year during which this Contract remains in force and until all funds expended from this Contract have been audited. If no management

letter or report or other matters related to internal control is prepared by the independent audit firm, Provider must confirm in writing to The Children's Trust that no such report was submitted to Provider. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards issued by the Comptroller General of the United States.

Providers that are required to have a single audit conducted under OMB Circular A-133, Audit of States, Local Government and Non-Profit Organizations or the Florida Single Audit Act, Florida Statutes 215.97 agree to submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan. In the event that the independent auditor does not disclose audit findings, Provider shall submit written notification to The Children's Trust that an audit of Provider was conducted in accordance with applicable laws and regulations and that the findings and questioned costs disclosed no audit findings related to this Contract; and, that the summary schedule of prior audit findings did not report on the status of any audit findings relating to awards that The Children's Trust provided.

Within 180 days of the close of its fiscal year, a Provider who is contracted for a combined total of $100,000 or more from The Children's Trust from this or any other The Children's Trust contract(s), related to the fiscal year under audit, Provider agrees to have a program-specific audit relating to The Children's Trust contract(s), in addition to the annual financial audit. The program-specific audit shall be performed by an independent certified public accounting firm that is registered to do business with the Florida State Department of Business Regulation, can perform audits under Government Auditing Standards i.e. "Yellow Book", and is either a member of the AICPA or FICPA Peer Review Program to include engagement reviews. This program-specific audit is to encompass an audit of The Children's Trust contract(s) as specified in Attachment D: Program Specific Audit Requirements.

A provider that does not meet the program-specific audit threshold requirement will be exempt from the program-specific audit requirement in the fiscal year that the audit threshold is not met.

Audit extensions may be granted in writing by The Children's Trust after proper approval has been obtained from The Children's Trust's Finance Department, upon receipt in writing of such request with appropriate justification by Provider. A copy of the engagement letter, along with the audit completion date and any concerns from the auditing firm in relation to the audit, must accompany the request. Approved extension requests allow for the continuation of payment until such time that the extension expires.

The financial audit and other financial information will be used in the evaluation of Provider's performance and Provider's overall fiscal health.

In the event that either the audited financial statement or program specific audit is not received in a timely manner and in accordance with the previously stated due dates, and an audit extension has not been approved, then The Children's Trust shall withhold all payments to Provider until said documents are received and determined to be acceptable by The Children's Trust.

3. Access to records

Provider shall provide access to all records including subcontractor(s) which relate to this Contract at its place of business during regular business hours. Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by The Children's Trust to insure compliance with applicable accounting, financial, and programmatic standards. This would include access by The Children's Trust or its designee, to Provider's independent auditor's working papers for complying with federal, state and local requirements. The Children's Trust reserves the right to require Provider to submit to an audit by an auditor of The Children's Trust's choosing at The Children's Trust's expense.

4. Monitoring

Provider agrees to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled monitorings, reviews, and evaluations of the program which is the subject of this Contract, including any subcontracts under this Contract, using The Children's Trust approved monitoring tools. The Children's Trust or contracted agents shall monitor both fiscal/administrative and programmatic compliance with all the terms and conditions of the Contract. Provider shall permit The Children's Trust or contracted agents to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary in The Children's Trust's sole discretion to fulfill the monitoring function. A report of monitoring findings will be delivered to Provider and Provider will rectify all deficiencies cited within the period of time specified in the report.

5. Client Records

Pursuant to Florida Statute 119.071(5), The Children's Trust collects the social security numbers of child participants of funded programs and services for the following purposes: (a) to research, track and measure the impact of The Children's Trust funded programs and services in an effort to maintain and improve such programs and services for the future (individual identifying information will not be disclosed); (b) to identify and match individuals and data within and among various systems and other agencies for research purposes. The Children's Trust does not collect social security numbers for adult participants.

Provider shall maintain a separate file for each child/family served. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans (as applicable), outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the monitoring/review and inspection requirements under this Contract, subject to applicable confidentiality requirements. All such records will be retained by Provider for not less than five calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

6. Internal Documentation/Records Retention

Provider agrees to maintain and provide for inspection to The Children's Trust, during regular business hours the following as may be applicable, subject to applicable confidentiality requirements: (1) personnel files of employees which include hiring records, background screening affidavits, job descriptions, verification of education, and evaluation procedures; (2) authorized time sheets, records, and attendance sheets to document the staff time billed to provide Services pursuant to this Contract; (3) daily activity logs and monthly calendars of the provision of Services pursuant to this Contract; (4) training modules; (5) pre and post session questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information related to Service provision as described in Attachment A and as required by this Contract; all upon request by The Children's Trust. Provider shall retain all records for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by the appropriate entity.

7. Confidentiality

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and

state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party (except that such information may be disclosed to such Party's attorneys), or to any employee of such Party who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Contract imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval or (g) is subject to Chapter 119 of the Florida Statutes or is otherwise required to be disclosed by law. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract. Provider shall specifically require all sub-contractors to comply with this paragraph.

8. Security Obligation

Provider shall maintain an appropriate level of data security for the information Provider is collecting or using in the performance of this Contract. This includes, but is not limited to, approving and tracking all Provider employees who request system or information access and ensuring that user access has been removed from all terminated employees of Provider.

9. Withholding of payment

At the sole discretion of The Children's Trust, payment may be withheld for non-compliance of contractual terms. The Children's Trust will provide payment upon satisfactory compliance of the contractual terms as solely determined by The Children's Trust.

P. MODIFICATIONS

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both Parties.

Q. GOVERNING LAW & VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of law provisions. Any controversies or legal problems arising out of the terms of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

R. BACKGROUND SCREENING

In accordance with Sections 943.0542, 984.01, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, employees, volunteers and subcontracted personnel who work in direct contact with children or who come into direct contact with children must complete a satisfactory Level 2 background screening prior to commencing work pursuant to this Contract.

For purposes of this section, the term "direct service provider" means a person 18 years of age or older, including a volunteer, who provides services to children, youth and their families. The term does not include volunteers who assist on an intermittent basis for less than 20 hours per month.

Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

If background screenings are completed with VECHS, then Provider shall complete Attachment E: "Affidavit for Level 2 Background Screenings" each for contract term. The Affidavit will cover employees, volunteers, and subcontractors performing services under this contract who are required to complete a Level 2 background screening as defined in this section. Provider shall keep Attachment E: "Affidavit for Level 2 Background Screenings" in Provider's personnel, volunteers, and sub-contractors files. Provider shall re-screen each employee, volunteer and/or subcontractor every five years.

S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

Provider understands that The Children's Trust expects Provider to meet the federal standards under the Americans with Disabilities Act. By policy of The Children's Trust, providers must also implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible. Notwithstanding anything to the contrary, Provider shall not be required to make any alteration to any public school building or other building or structure which is not owned by Provider.

T. REGULATORY COMPLIANCE

1. Non-discrimination and Civil Rights

Provider shall not discriminate against an employee, volunteer, or client of Provider on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age, except that programs may target services for specific target groups as may be defined in the competitive solicitation.

Provider shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds.

Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 6101, as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Children's Trust shall have the right to terminate all or any portion of this Contract. If Provider or any owner, subsidiary, or other firm affiliated with or related to Provider, is found by the responsible enforcement agency or the courts to be in violation of these laws, said violation will be a material breach of this Contract and The Children's Trust will conduct no further business with Provider.

2. Public Entities Crime Act
Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to The Children's Trust, may not submit a bid on a contract with The Children's Trust for the construction or repair of a public building or public work, may not submit bids on leases of real property to The Children's Trust, may not be awarded or perform work as a Provider supplier, sub Provider, or consultant under a contract with The Children's Trust, and may not transact any business with The Children's Trust in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

3. Conflict of Interest
Provider represents that the execution of this Contract does not violate Miami Dade County's Conflict of Interest and Code of Ethics Ordinance, and Florida Statutes §112 as amended, which are incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to www.miamidadeethics.com /Publications/code_of_ethics2010.pdf for the Code of Ethics Ordinance).

4. Compliance with Sarbanes-Oxley Act of 2002
Provider shall comply with the following provisions of the Sarbanes-Oxley Act of 2002:

- Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.
- Provider agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

5. Licensing
Provider (and subcontractor, as applicable,) shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurances, permits and accreditations, required by the State of Florida, Miami-Dade County, relevant municipalities, The Children's Trust or the federal government. Provider must be qualified and registered to do business in the State of Florida both prior to and during the contract term with The Children's Trust.

6. Incident Reporting
An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child, injury of a participant, missing child or abandoned child, loss of property use for the program, or destruction of property used in the program.

Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both Provider and its employees.

Provider shall notify the contract manager of any incident as defined within three (3) days after Provider is informed of such incident. Provider shall provide written notification of the incident together with a copy of the incident report. The report must contain the following:

(1) Name of reporter (person giving the notice)
(2) Name and address of victim and guardian
(3) Phone number where the reporter can be contacted
(4) Date, time, and location of incident
(5) Complete description of incident and injuries, if any

Police report and actions taken shall be submitted to The Children's Trust within fifteen (15) days of the incident. Provider shall provide written notification to The Children's Trust, within seven (7) days, of any legal action related to the incident.

7. Sexual Harassment
Provider shall complete an incident report in the event a program participant, client or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by a Provider employee, volunteer or anyone arising out of the performance of this Contract and Provider has knowledge thereof. Provider shall provide written notification to The Children's Trust within three (3) business days after Provider is informed of such an allegation. Provider shall provide written notification to The Children's Trust, within seven (7) business days, if any legal action which is filed as a result of such an alleged incident.

8. Proof of Policies
Provider and subcontractor, as applicable, shall keep on file copies of its policies including but not limited to confidentiality, incident reporting, sexual harassment, non-discrimination, equal opportunity and/or affirmative action, Americans with Disabilities Act, and drug-free workplace.

U. CONSENT

Provider must obtain parental/legal guardian consent for all minor participants to participate and/or for adult participants in the program for services; and to share information with The Children's Trust for monitoring and evaluation purposes.

Provider will ask participants to sign a voluntary Consent to Photograph form. The form is available in English, Spanish, and Creole and can be downloaded from www.thechildrenstrust.org. The signed consent form for photography will be maintained at the program site, with a copy filed in the participant's record. The consent shall be part of the participants' registration form, and signed by parent/guardian before services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

V. PROGRAMMATIC DATA REPORTING

Demographic and service information on program participants will be provided to The Children's Trust as part of The Children's Trust's research mission. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C** to this contract, Programmatic Data and Reporting Requirements, subject to confidentiality requirements. In addition, Provider agrees to furnish The Children's Trust with complete and accurate reports in the timeframe and format to be reasonably specified by The Children's Trust, and as described in Attachment C.

Provider must participate and provide agency (agency profile) and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline, as applicable and as defined in Attachment C: Programmatic Data Reporting Requirements.

W. PUBLICITY

Provider agrees that activities, services and events funded by this Contract shall recognize The Children's Trust as a funding source. Provider shall ensure that all publicity, public relations, advertisements and signs within its control recognize The Children's Trust for the support of all contracted activities. The use of the official Children's Trust logo is permissible.

Provider shall use its best efforts to ensure that all media representatives, when inquiring with Provider about the activities funded by this Contract, are informed that The Children's Trust is a funding source. Provider shall, if it possesses the appropriate technology, provide a link between the website and The Children's Trust's website.

X. PUBLICATIONS

Provider agrees to supply The Children's Trust, without charge, up to three copies of any publication developed in connection with implementation of programs addressed by this Contract. Such publications will state that the program is supported by The Children's Trust. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the provisions of Paragraphs G and H above.

To the extent permitted by the applicable journal or other publication source, Provider shall include The Children's Trust logo and the following paragraph in all materials featuring programs funded by The Children's Trust, including but not limited to newsletters, press releases, brochures, fliers, homepage of websites or any other materials for dissemination to the media or general public:

English:
Miami Dade County Park and Recreation Department - Out-of-School Children with Disabilities Programs is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:
Miami Dade County Park and Recreation Department - Out-of-School Children with Disabilities Programs está financiado por El Fidecomiso de los Niños (The Children's Trust). El Fidecomiso de los Niños es una fuente de financiación, establecida por referendum para mejorar las vidas de niños y familias en el Condado de Miami-Dade.

Kreyol:
Miami Dade County Park and Recreation Department - Out-of-School Children with Disabilities Programs finanse pa "The Children's Trust". Trust la, se yon sous lajan ke gouvenman amerikin vote an referandom pou ke' li investi byen nan pwogram kap ameliore la Vi Ti Moun ak fanmi yo nan Myami Dade.

Note: In cases where funding by The Children's Trust represents only a percentage of Provider's overall funding, the above language can be altered to read "The (organization) is funded in part by The Children's Trust..."

Y. HEADINGS, USE OF SINGULAR AND GENDER

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Services
Attachment B: Other Fiscal Requirements, Budget, and Method of Payment
Attachment C: Programmatic Data and Reporting Requirements
Attachment D: Program Specific Audit Requirements
Attachment E: Affidavit for Level 2 Background Screenings, if applicable

No other contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the Parties. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

MIAMI DADE COUNTY
PARK AND RECREATION DEPARTMENT
MIAMI DADE COUNTY FLORIDA

By: _____
(Signature of Authorized Representative)

Jack Kardys

Director
(Type/Print Title)

Date: _____

THE CHILDREN'S TRUST

MIAMI-DADE COUNTY, FLORIDA

by: _____
(Signature)

Modesto E. Abety-Gutierrez

President and CEO

Date 09/19/11

Provider Federal ID# 59-6000573

Approved as to form and legal sufficiency

M. Antic-Vels
County Attorney

Date: Sept 7, 2011

This contract is not valid until signed by both parties.

ATTACHMENT A:

Scope of Services

Attachment A *
OUT OF SCHOOL

1. DESCRIPTION OF SERVICES (Include overall intention of program, outline of program activities, target population to be served, etc.)

The Miami-Dade County Park and Recreation Department's (MDPR) Out-of-School Program provides after-school and summer camp services for 115 elementary, middle, and high school children with disabilities ages 6-22 that include physical, emotional, social, cognitive, and behavioral disabilities. These programs are offered at six (6) park locations throughout Miami-Dade County. These programs offer literacy and reading activities, homework assistance, physical fitness activities, sports, social skills development, cultural arts, health education, community safety, supervised free play, family events, field trips, and snacks and lunches.

Program Timeframes: Year-Round program/both After-School and Summer Camp

2. TARGET POPULATION / PARTICIPANTS (Include numbers in tables and a narrative description of participant characteristics below).

After-school child slots refer to the total number slots, including general population & children with disabilities	**# of Unduplicated Child Participants**
After-School Child Slots	115
After-School Children With Disabilities Slots	115
Summer Child Slots	115
Summer Children With Disabilities Slots	115
a. Participants By Age: Total estimated number of participants to be served by age group After-School Children	
After School Children	
Children Age 5 (enrolled in Elementary School)	0
Children Age 6-12 (enrolled in Elementary & Middle School)	55
Children Age 13+ (enrolled in Middle School)	60
Summer Camp Children	
Children Age 5 (enrolled in Elementary School)	0
Children Age 6-12 (enrolled in Elementary & Middle School)	55
Children Age 13+ (enrolled in Middle School)	60

b. Description of participants to be served (describe criteria for program enrollment eligibility, geographic areas/neighborhoods or schools to be served, risk factors, as well as any other significant demographics information; if servingildren with disabilities include type of disabilities):

There are approximately 2.5 million people who reside in Miami-Dade County and the demographic breakdown is 63.50% Hispanic, 20.6% Non-Hispanic Black, and 16.4% Non-Hispanic White and other. The program has limited enrollment to students age 6 through 22 with intellectual, sensory, orthopedic, neurological disabilities that includes but is not limited to, autism spectrum disorder, learning disabilities, mental retardation, Down's syndrome, spina bifida, cerebral palsy, and epilepsy. The service delivery priority areas are the following Miami Dade County Parks (zip codes): Goulds (33170), Camp Matecumbe (33186), Coral Estates (33174), Westwind Lakes (33193), Greynolds (33160), and Tamiami (33165).Enrollment is limited because there is an overwhelming need in Miami-Dade County for Out-of-School programs that focus on serving children with disabilities (CWD). CWD have fewer out-of-school and extra-curricular opportunities than non-disabled children; however, CWD can benefit immensely from out-of-school social, recreational, and learning opportunities.

3. SERVICE LOCATIONS

Provider will deliver services in accordance with the Program/Service Operating Site Table included in Appendix 1.

4. PERFORMANCE MEASURES

a. Quantity - "How much will we do?"

Activities - School Year 2011-2012				
Activity Type	**Afterschool Service Name & Description**	**Facilitators**	**Site/Group Variance**	**Frequency/Intensity/Duration/Time**
Literacy	**After-School KidzLit** The curriculum is structured in a five part process including discussion and hands on activities: Introduction, Read-Aloud, Talk, Connection Activity, and Wrap-up. Participants hear engaging books read aloud—or read them independently—and make connections to their own lives. They express their feelings and grapple with big ideas through discussion, drama, art, movement, and writing. In addition to helping participants get excited about reading, KidzLit also strives to develop their capacity to think critically, express their ideas about important issues, and increase their understanding of self, peers, and others. Each student's IEP is reviewed and used as a guide to group children into similar reading and comprehension levels. Activities are modified and adapted as needed to accommodate all children. The program is prepared to provide the following accommodations as dictated by each child's disability: Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 30 minutes 42 weeks
Fitness	**Sport Play and Recreation for Kids (SPARK)** Fitness activities are designed to focus on improving cardiovascular function, gross motor function and endurance. SPARK activities include: water time, cultural and aerobic games, dances from around world, jump rope, and parachute play, jogging games, fitness circuits, beanbag activities and relay racing. Sports development and recreational activities are offered through both individual and team sports. Staff encourages fitness, fun, sportsmanship, teamwork, cooperative play, playing fair, rules, consequences, and self-esteem.	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 30 minutes 42 weeks

	Activities are modified and adapted as needed to accommodate all children and include sports wheelchairs, Velcro straps, splints, balance supports, adapted sports equipment, aquatic buoyancy devices, and aquatic pool lift.			
Social Skills	**PeaceWorks** focuses on conflict resolution, social competency, peer mediation, citizenship, and violence prevention. Each time a child presents an opportunity for staff to re-direct, teach, encourage, and support healthy social behavior the staff will do so in the form of manners, sharing materials and supplies, and communication among peers and staff. Activities include: greetings, dealing with strangers, requesting help, appropriate touch, hygiene, guest speakers, drug prevention activities, bullying prevention, role playing, drama, and community safety skills. Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Weekly 30 minutes 42 weeks
Enrichment	Children participate in various enrichment activities including: cultural arts, sports activities, drumming, fencing, golf, fine arts, drama, arts & crafts, music, dance, chorus signing, attending cultural art performances, games. Children also participate in various health, nutrition, and well-being activities which may include: lectures on the food groups, healthy eating, exercise habits, healthy hygiene skills (importance of washing hands), various nutrition activities (worksheets, group discussions), picking up after yourself, importance of drinking water, and other activities. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		4 days week 30 minutes 42 weeks
Nutrition	Children are provided a nutritious lunch and two-component snack during full-day program days and two-component snack during after-school. Due to food allergies and specific dietary needs most children bring their lunch; for students who do not bring their lunch food is provided by CAA or the Rayfield Family Lunch Program.	All program staff		Daily 30-60 minutes 42 weeks

Supervised Free Choice	Children are able to choose which activity they would like to participate in from a variety of options that include board games, sports, indoor/outdoor play, arts/crafts and group/independent reading. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Recreational Specialists and Recreation Leaders.		Daily 15-30 minutes 42 weeks
Family Involvement	Two Family Nights are held to promote family involvement; children, family, and program staff can engage in meaningful activities. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Twice-December & June 1-4 hours per session
Homework Assistance	Homework assistance is offered daily Monday through Friday when school is in session. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 30 minutes 42 weeks

Activities - Summer 2012

Activity Type	Summer Service Name & Description	Facilitators	Site/Group Variance	Frequency/Intensity/Duration/Time
Literacy	**After-School KidzLit** The curriculum is structured in a five part process including discussion and hands on activities: Introduction, Read-Aloud, Talk, Connection Activity, and Wrap-up. Participants hear engaging books read aloud—or read them independently—and make connections to their own lives. They express their feelings and grapple with big ideas through discussion, drama, art, movement, and writing. In addition to helping participants get excited about reading, KidzLit also strives to develop their capacity to think critically, express their ideas about important issues, and increase their understanding of self, peers, and others. Each student's IEP is review and used as a guide to group children into similar reading and comprehension levels.	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 60 minutes 9 weeks

	Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.			
Fitness	**Sport Play and Recreation for Kids (SPARK)** Fitness activities are designed to focus on improving cardiovascular function, gross motor function and endurance. SPARK activities include: water time, cultural and aerobic games, dances from around world, jump rope, and parachute play, jogging games, fitness circuits, beanbag activities and relay racing. Sports development and recreational activities are offered through both individual and team sports. Staff encourages fitness, fun, sportsmanship, teamwork, cooperative play, playing fair, rules, consequences, and self-esteem. Activities are modified and adapted as needed to accommodate all children and include sports wheelchairs, Velcro straps, splints, balance supports, adapted sports equipment, aquatic buoyancy devices, and aquatic pool lift.	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 60-120 minutes per session 9 weeks
Social Skills	**PeaceWorks** PeaceWorks focuses on conflict resolution, social competency, peer mediation, citizenship, and violence prevention. Each time a child presents an opportunity for staff to re-direct, teach, encourage, and support healthy social behavior the staff will do so in the form of manners, sharing materials and supplies, and communication among peers and staff. Activities include: greetings, dealing with strangers, requesting help, appropriate touch, hygiene, guest speakers, drug prevention activities, bullying prevention, role playing, drama, and community safety skills. Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Weekly 60 minutes 9 weeks
Enrichment	Children participate in various enrichment activities including: cultural arts, sports activities, drumming, fencing, golf, fine arts, drama, arts & crafts, music, dance, chorus signing, attending cultural art performances, games. Children also participate in various health, nutrition, and well-being activities which may	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		4 days a week 60-120 minutes per session 9 weeks

	include: lectures on the food groups, healthy eating, exercise habits, healthy hygiene skills (importance of washing hands), various nutrition activities (worksheets, group discussions), picking up after yourself, importance of drinking water, and other activities. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.			
Supervised Free Choice	Children are able to choose which activity they would like to participate in from a variety of options that include board games, sports, indoor/outdoor play, arts/crafts and group/independent reading. Before and after care is provided. Activities are modified and adapted as needed to accommodate all children and include communication boards, sign language interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 1-2.5 hours per session 9 weeks
Family Involvement	One Family Night is held to help promote family involvement where children, family, and program staff can engage in meaningful activities. Activities are modified and adapted as needed to accommodate all children. The program is prepared to provide the following accommodations as dictated by each child's disability: Recreation Sport Adaptations, Communication Boards, Sign Language Interpreters, Braille, large print, page magnifiers, book holders, page turners, and one-on-one assistance.	All program staff		Once - July 1-4 hours
Nutrition	Children are provided a nutritious lunch and two-component snack. Due to food allergies and specific dietary needs some children may bring their lunch. For students who do not bring their lunch food is provided by CAA or the Rayfield Family Lunch Program.	All program staff		Daily 30-60 minutes 9 weeks

Field Trips: School Year 2011-2012

Location	Associated Service/Activity	# of Visits
Zoo Miami	Enrichment	1
Bird Bowl	Fitness	1
Science Museum	Literacy	1

Field Trips: Summer 2012

Location	Associated Service/Activity	# of Visits
Miami Seaquarium	Enrichment	1
Jungle Island	Enrichment	1
Crandon Adventures	Fitness	1
Palmetto Mini Golf	Fitness	1
Pelican Harbor Island	Fitness	1
Miami Children's Museum	Literacy	1
Magic City Monday	Social Skills	1

b. Quality - "How well will we do it?" In this section Provider must describe how Quality of the program would be assessed. Some examples include: procedures/measures to ensure fidelity to the curriculum; satisfaction surveys; staff training.

Quality Measure	Measurement and Reporting Tool (e.g., Satisfaction Survey)	Timing (e.g., After completion of XX activity)
Average number of children attending per day	Data Tracker Utilization Report	At least monthly
Participant Retention / engagement	Data Tracker Utilization Report	At least monthly
# / % of parents/caregivers and children/youth satisfied with OOS programs and summer camps	Satisfaction Surveys	School Year: March Summer Camp: Once during summer
Observation of service delivery/Fidelity checklist	-Curriculum Observation Checklist for Literacy (developed by KidzLit) -Curriculum Observation Checklist for Fitness (developed by SPARK) -Curriculum Observation Checklist for Social Skills (developed by PeaceWorks)	-Curriculum Observation Checklists: Each will be administered 2 times per school year (at least once during fall), and 1 time in summer camp

c. Outcomes - Measuring "Is anyone better off?"

Required Afterschool Outcomes	Data Source/ Measurement Tool	Timing	Associated Activity
Mid-point performance: 85% of children will improve oral reading skills **End-of-year performance**: 90% of children will improve oral reading skills	1 minute Oral Reading Fluency (ORF)	Pre, Mid, and Post tests	Literacy Activities
Mid-point performance: 75% of children will improve fitness performance **End-of-year performance:** 85% of children will improve fitness performance	PACER Multi-Stage Shuttle Run	Pre, Mid, and Post tests	Fitness Activities
Required Summer Outcomes	**Data Source/ Measurement Tool**	**Timing**	**Associated Activity**
85% of children will improve or maintain oral reading skills	1 minute Oral Reading Fluency (ORF)	Pre and Post tests	Literacy Activities
85% of children will improve or maintain fitness performance	PACER Multi-Stage Shuttle Run	Pre and Post tests	Fitness Activities

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

5. EVIDENCE BASED PROGRAMS (EBP)

All strategies funded by The Children's Trust should deliver high quality, evidence-based practices that are strength-based, family centered, accessible, respectful of diversity and mindful of community context and connections, or constitute best practices that have been approved by The Children's Trust because when performed with fidelity they should deliver analogously high quality services.

Listed are the evidence-based programs (if any) that will be used during activities/service delivery. For information on evidence-based programs, visit The Children's Trust website.

Evidence Based Program	**Designating Agency**	**Activity/Service Name** (from Section 4 above)
After School KidzLit	Selected from Trust-approved list of programs in the NOFA	Literacy
Sports, Play, and Active Recreation for Kids (SPARK)	Selected from Trust-approved list of programs in the NOFA	Fitness
PeaceWorks	Selected from Trust-approved list of programs in the NOFA	Social Skills

6. RATIOS

Period / Population	**# Child Slots**	**# Staff**
School Year for Children with Disabilities	115	23
Summer for Children with Disabilities	115	23

7. STAFF QUALIFICATIONS

Provider represents that all persons delivering the Services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in the Scope of Services (Attachment A) and to provide and perform such Services to The Children's Trust's satisfaction. All persons delivering the services described herein must be included in the Position Management module of SAMIS and Appendix 2.

*** Provider is cautioned to review Attachment C to this contract for the terms of programmatic performance and data reporting requirements that must be followed in conjunction with the specific terms applicable to this contract in this Attachment A Scope of Services.**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

APPENDIX 1:

Program Service Operating Site Table

Overall Program Summary – Do not fill Overall Program Summary section. Complete Site Location sections displayed in blue ONLY. Formulas are in place to summarize all sites.

*This table lists projected dates and number of service days based on the available 2011-2012 school calendar. Dates may be revised based on changes to the MDCPS calendar.

Please do not erase formulas in the cells.

Service Name	Service Start Date	Service End Date	Specific Dates	Maximum Number of Days			Hours of Operation	Hours per day	Number of Slots (Children) General Population	Children with Disabilities	Total	Average # Proposed Sessions	Total Units to be Served Output Utilization Target
After School Days 2011-2012	08/22/11	06/07/12	Number of Days as per State Statute	180			N/A	N/A	0	115	115	180.00	20,700
Saturdays	8/1/2011	7/31/2012	Includes every Saturday Specify dates below	52			N/A	N/A	0	0	0		0
Legal Holiday (Full Day)	N/A	N/A	2011: Sep 5, Nov 11 & 24, Dec 26 2012: Jan 2, Jan 16, Feb 20, May 28 & Jul 4	9			N/A	N/A	0	60	60	2.00	120
Teacher Planning Day (TPD) (Full Day	N/A	N/A	2011: Sep 29, Oct 28, Dec 19 2012: Jan 23, Feb 3, March 30, April 6, June 8	8			N/A	N/A	0	60	60	7.00	420
Thanksgiving/Winter/Spring Breaks (Full Day)	N/A	N/A	Thanksgiving: Nov 25 (1 day) Winter: Dec 20 - Dec 23 & Dec 27 - 30 (8 days; excluding the Christmas & New Year holidays & the Teacher Workday 12/19), Spring: March 12-16 (5 days)	14			N/A	N/A	0	60	60	13.00	780
Full Day Types Aggregated for Data Tracker Purposes											60	22.00	1,320
				Jun-Jul 2012	Aug 2012 ***	Total							
Summer Camp 2012	6/11/2012	8/17/2012	Includes every day Mon-Fri, except July 4 Holiday	36	13	49	N/A	N/A	0	115	115	44.00	5,060

**The contract period to which the tables below relate ends July 31, 2012. However, in order for The Children's Trust Data System (Data Tracker) to calculate utilization rates for the entire Summer Camp 2012, please complete these tables through the intended completion of your entire summer 2012 program. If your program anticipates providing summer camp services beyond the July 31st contract end, please include that information in the column labeled August 2012. Please note, however, that the direct service expenses requested in the Summer 2012 contract budget can not exceed the number of days shown for the months of June & July. Expenses for Summer Camp days in August 2012, will be included in the 2012/2013 contract if the program is refunded.

Eligible participants in The Children's Trust funded Out-of-School programs are school-age children ages 5 and older who are attending elementary or middle school, with the exception of Children's Defense Fund Freedom School summer programs who may enroll youth attending high school. Further, only participants enrolled in daily after-school day services are eligible to participate in Trust-funded full day or Saturday services during the school year. The Children's Trust Out-of-School funding is not intended to be used to provide "drop-in" services.

Primary Food Source Key to be used below:

Provided by Feeding South Florida	Snacks obtained through Feeding South Florida (formerly Daily Bread Food Bank)
Agency-Pay: Store Purchase	The agency purchases food from local stores (Publix, Costco, Sysco, etc.). Agency pays for food using Trust funding, other funding or donations, or agency cash
Agency Pay: Caterer	The agency purchases prepared food from local caterer. Agency pays for food using Trust funding, other funding or donations, or agency cash and is not reimbursed by DOE/DOH/USDA
DOE/DOH/USDA Reimbursed: Store Purchased	The agency purchases food from local stores (Publix, Costco, Sysco, etc.). Agency pays for food and is reimbursed by DOE/DOH/USDA
DOE/DOH/USDA Reimbursed: Catered	The agency purchases prepared food from caterer. Agency pays for food and is reimbursed by DOE/DOH/USDA
Miami Dade Community Action Agency	Snacks/lunches obtained through Miami-Dade Community Action Agency
Miami-Dade County Schools	Snacks/lunches obtained through Miami-Dade County Public Schools
Other DOE/DOH/USDA Food Sponsor-Identify Below	Snacks/lunches obtained through any other DOE/DOH/USDA food sponsor. Identify the sponsor in the space provided.
Donated - Identify Source	Snacks/lunches donated to the program. Identify the donor in the space provided.
Other - Identify Source	Snacks/lunches obtained through any other source. Identify the source in the space provided.

SITE LOCATION 1

Site Name: Camp Matecumbe — If MDCPS school-based site, list School Name:
Site Address: 13841 SW 120th Street — City: Miami — Zip Code: 33186
Phone Number: 305-752-4966 — Fax:
Contact Person: Belinda Phillips — Does your organization currently operate a program at this site (Y/N)? Y
Phone Number: 305-752-4966 — After School: Age Range: 6-22 — Grade Range: K-12th
E-mail: bphillip@miamidade.gov — Summer: Age Range: 6-22 — Grade Range: K-12th
DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:
Does this site keep a waiting list (Y/N)? Y — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? N

Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *Agency-Pay: Store Purchase*
Name of Snack Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco — Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco
After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *Miami Dade Community Action Agency*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days			Hours of Operation	Hours per day	Number of Children: General Population	Children with Disabilities	Total	Total Units	Program Fees if Applicable: Registration Fee	Fee per Child	Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180			2pm-6pm	4		25	25	4,500	$0.00	$0.00	N/A
Saturdays			N/A								0	0	N/A	N/A	N/A
Legal Holiday			11/11/2011, 2/20/12	2			8am-6pm	8		10	10	20	$0.00	$0.00	N/A
Teacher Planning			2011: 9/29,10/28,12/19 2012:1/23,2/3,3/30,4/6	7			8am-6pm	8		10	10	70	$0.00	$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/23 & 12/27-12/30 (8 days; excluding 12/26/11, 1/2/12) Spring:3/12-3/16 (5 days)	13			8am-6pm	8		10	10	130	$0.00	$0.00	N/A
				Jun-Jul 2012	Aug 2012	Total									
Summer Camp 2012	6/11/2012	8/10/2012	N/A	36	8	44	8am-6pm	8		25	25	1,100	$0.00	$0.00	N/A

SITE LOCATION 2

Site Name: Coral Estates Park — If MDCPS school-based site, list School Name:
Site Address: 1405 SW 97th Avenue — City: Miami — Zip Code: 33174
Phone Number: 305-226-1622 — Fax:
Contact Person: Celia Leyva — Does your organization currently operate a program at this site (Y/N)? Y
Phone Number: 305-226-1622 — After School: Age Range: 6-22 — Grade Range: K-12th
E-mail: leyva@miamidade.gov — Summer: Age Range: 6-22 — Grade Range: K-12th
DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:
Does this site keep a waiting list (Y/N)? Y — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? N

Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *Agency-Pay: Store Purchase*
Name of Snack Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco — Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco
After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *Miami Dade Community Action Agency*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days			Hours of Operation	Hours per day	Number of Children: General Population	Children with Disabilities	Total	Total Units	Program Fees if Applicable: Registration Fee	Fee per Child	Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180			2-6pm	4		20	20	3,600	$0.00	$0.00	N/A
Saturdays			N/A							0	0	0	N/A	N/A	N/A
Legal Holiday			11/11/2011, 2/20/12	2			8am-6pm	8		10	10	20	$0.00	$0.00	N/A
Teacher Planning			2011: 9/29,10/28,12/19 2012:1/23,2/3,3/30,4/6	7			8am-6pm	8		10	10	70	$0.00	$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/23 & 12/27-12/30 (8 days; excluding 12/26/11, 1/2/12) Spring:3/12-3/16 (5 days)	13			8am-6pm	8		10	10	130	$0.00	$0.00	N/A
				Jun-Jul 2012	Aug 2012	Total									
Summer Camp 2012	6/11/2012	8/10/2012	N/A	36	8	44	8am-6pm	8		20	20	880	$0.00	$0.00	N/A

108

SITE LOCATION 3

Site Name: Westwind Lakes Park — If MDCPS school-based site, list School Name:
Site Address: 6805 SW 152 Avenue — City: Miami — Zip Code: 33193
Phone Number: 305-380-9106 — Fax:
Contact Person: Diana Bonet — Does your organization currently operate a program at this site (Y/N)? Y
Phone Number: 305-380-9106 — After School: Age Range: 6-22 — Grade Range: K-12th
E-mail: dbonet@miamidade.gov — Summer: Age Range: 6-22 — Grade Range: K-12th
DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:
Does this site keep a waiting list (Y/N)? Y — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? N

Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *Agency-Pay: Store Purchase*
Name of Snack Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco — Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco
After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *Miami Dade Community Action Agency*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days			Hours of Operation	Hours per day	Number of Children: General Population	Children with Disabilities	Total	Total Units	Program Fees if Applicable: Registration Fee	Fee per Child	Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180			2-6pm	4		20	20	3,600	$0.00	$0.00	N/A
Saturdays			N/A							0	0	0	N/A	N/A	N/A
Legal Holiday			11/11/2011, 2/20/12	2			8am-6pm	8		10	10	20	$0.00	$0.00	N/A
Teacher Planning			2011: 9/29,10/28,12/19 2012:1/23,2/3,3/30,4/6	7			8am-6pm	8		10	10	70	$0.00	$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/23 & 12/27-12/30 (8 days; excluding 12/26/11, 1/2/12) Spring:3/12-3/16 (5 days)	13			8am-6pm	8		10	10	130	$0.00	$0.00	N/A
				Jun-Jul 2012	Aug 2012 ***	Total									
Summer Camp 2012	6/11/2012	8/10/2012	N/A	36	8	44	8am-6pm	8		20	20	880	$0.00	$0.00	N/A

SITE LOCATION 4

Site Name: Goulds (CWD) Park — If MDCPS school-based site, list School Name:
Site Address: 11350 SW 216th Street — City: Miami — Zip Code: 33170
Phone Number: 305-234-1673 — Fax: 305-234-1693
Contact Person: Jody Cox — Does your organization currently operate a program at this site (Y/N)? Y
Phone Number: 305-234-1673 — After School: Age Range: 6-22 — Grade Range: K-12th
E-mail: jsanba@miamidade.gov — Summer: Age Range: 6-22 — Grade Range: K-12th
DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:
Does this site keep a waiting list (Y/N)? Y — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? N

Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *Agency-Pay: Store Purchase*
Name of Snack Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco — Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco
After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *Miami Dade Community Action Agency*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days			Hours of Operation	Hours per day	Number of Children: General Population	Children with Disabilities	Total	Total Units	Program Fees if Applicable: Registration Fee	Fee per Child	Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180			2-6pm	4		20	20	3,600	$0.00	$0.00	N/A
Saturdays			N/A								0	0	N/A	N/A	N/A
Legal Holiday			11/11/2011, 2/20/12	2			8am-6pm	8		10	10	20	$0.00	$0.00	N/A
Teacher Planning			2011: 9/29,10/28,12/19 2012:1/23,2/3,3/30,4/6	7			8am-6pm	8		10	10	70	$0.00	$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/23 & 12/27-12/30 (8 days; excluding 12/26/11, 1/2/12) Spring:3/12-3/16 (5 days)	13			8am-6pm	8		10	10	130	$0.00	$0.00	N/A
				Jun-Jul 2012	Aug 2012 ***	Total									
Summer Camp 2012	6/11/2012	8/10/2012	N/A	36	8	44	8am-6pm	8		20	20	880	$0.00	$0.00	N/A

109

SITE LOCATION 5

Site Name: Greynolds Park — If MDCPS school-based site, list School Name:
Site Address: 18601 NE 22nd Avenue — City: Miami — Zip Code: 33160
Phone Number: 305-692-3079 — Fax:
Contact Person: Kimberly Fowler — Does your organization currently operate a program at this site (Y/N)? Y
Phone Number: 305-692-3079 — After School: Age Range: 6-22 — Grade Range: K-12th
E-mail: kfowler@miamidade.gov — Summer: Age Range: 6-22 — Grade Range: K-12th
DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:
Does this site keep a waiting list (Y/N)? Y — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? N
Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *Agency-Pay: Store Purchase*
Name of Snack
Name of Summer Camp Snack & Lunch
Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco — Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco
After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *Miami Dade Community Action Agency*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days			Hours of Operation	Hours per day	Number of Children: General Population	Children with Disabilities	Total	Total Units	Program Fees if Applicable: Registration Fee	Fee per Child	Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180			2-6pm	4		15	15	2,700	$0.00	$0.00	N/A
Saturdays			N/A								0	0	N/A	N/A	N/A
Legal Holiday			11/11/2011, 2/20/12	2			8am-6pm	8		10	10	20	$0.00	$0.00	N/A
Teacher Planning			2011: 9/29,10/28,12/19 2012:1/23,2/3,3/30,4/6	7			8am-6pm	8		10	10	70	$0.00	$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/23 & 12/27-12/30 (8 days; excluding 12/26/11, 1/2/12) Spring:3/12-3/16 (5 days)	13			8am-6pm	8		10	10	130	$0.00	$0.00	N/A
				Jun-Jul 2012	Aug 2012 ***	Total									
Summer Camp 2012	6/11/2012	8/10/2012	N/A	36	8	44	8am-6pm	8		15	15	660	$0.00	$0.00	N/A

SITE LOCATION 6

Site Name: Tamiami — If MDCPS school-based site, list School Name:
Site Address: 11201 SW 24th Street — City: Miami — Zip Code: 33165
Phone Number: 305-222-2128 — Fax:
Contact Person: Arlene Bouza-Jou — Does your organization currently operate a program at this site (Y/N)? Y
Phone Number: 305-222-2128 — After School: Age Range: 6-22 — Grade Range: K-12th
E-mail: ArleneB@miamidade.gov — Summer: Age Range: 6-22 — Grade Range: K-12th
DCF Child Care License Status: Site License? — Exemption Letter? Yes — State if Pending or Not Applied:
Does this site keep a waiting list (Y/N)? Y — Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? N
Source of After-School Snacks: *Agency-Pay: Store Purchase* — Source of Summer Camp Lunches & Snacks: *Agency-Pay: Store Purchase*
Name of Snack
Name of Summer Camp Snack & Lunch
Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco — Vendor/Sponsor/Donor/Other: Chenney Brothers, Sysco
After-School Food Other: *Agency Pay: Caterer* — Source of Summer Camp Food Other: *Miami Dade Community Action Agency*

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days			Hours of Operation	Hours per day	Number of Children: General Population	Children with Disabilities	Total	Total Units	Program Fees if Applicable: Registration Fee	Fee per Child	Specify Daily, Weekly, Monthly, Session, etc.
After School Days	08/22/11	06/07/12	N/A	180			2-6pm	4		15	15	2,700	$0.00	$0.00	N/A
Saturdays			N/A								0	0	N/A	N/A	N/A
Legal Holiday			11/11/2011, 2/20/12	2			8am-6pm	8		10	10	20	$0.00	$0.00	N/A
Teacher Planning			2011: 9/29,10/28,12/19 2012:1/23,2/3,3/30,4/6	7			8am-6pm	8		10	10	70	$0.00	$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/23 & 12/27-12/30 (8 days; excluding 12/26/11, 1/2/12) Spring:3/12-3/16 (5 days)	13			8am-6pm	8		10	10	130	$0.00	$0.00	N/A
				Jun-Jul 2012	Aug 2012 ***	Total									
Summer Camp 2012	6/11/2012	8/10/2012	N/A	36	8	44	8am-6pm	8		15	15	660	$0.00	$0.00	N/A

ATTACHMENT B:

Other Fiscal Requirements, Budget and Method of Payment

ATTACHMENT B
OTHER FISCAL REQUIREMENTS, BUDGET and METHOD OF PAYMENT

Advance payment requests

The Children's Trust offers advance payments up to 15% of the total contract amount. Advance requests shall be limited to governmental entities and not-for-profit corporations, in accordance with subsection 216.181 (16) (b), F.S. The advance request is to include the amount requested and the justification. Advance payment requests must be submitted using the designated form and must be approved in writing by The Children's Trust's Contract Manager and Chief Financial Officer or their designee(s).

Advanced funds if not used shall be invested by Provider in an insured interest bearing account, in accordance with subsection 216.181 (16) (b), F.S. Interest earned on advanced funds shall be returned to The Children's Trust on a quarterly basis or applied against the amount of the contract owed by The Children's Trust.

Advance payment

Within 60 calendar days of receipt of an advance, Provider shall report the actual expenditures paid by or charged to the advanced funds utilizing the reporting format prescribed by The Children's Trust. If the "invoice" amount is less than the amount advanced, The Children's Trust will deduct the difference from the next applicable monthly payment request. Provider may request, in writing, an extension of the repayment of the advance. A fiscal need must be clearly demonstrated and substantiated by Provider in order for an extension request to be considered by The Children's Trust.

Budget revisions

Budget revision(s) require written approval from the Contract Manager and The Children's Trust's Chief Financial Officer or their designee(s). Request for budget revisions must be submitted to the Contract Manager using the appropriate form and/or entered into SAMIS. All budget revisions are subject to final approval by The Children's Trust. Provider must request a budget revision to add, delete, and/or modify any line item(s). Budget revisions cannot be used to modify the total contracted amount nor can they be used to modify the Scope of Services. No more than two (2) budget revisions may be approved during the contract term. Budget revision requests must be submitted sixty (60) days prior to the expiration of Contract. Budget revisions will be incorporated into the Contract.

Indirect Administrative Costs

In no event shall The Children's Trust fund indirect administrative costs in excess of ten (10%) percent of the total contract amount.

Cost Reimbursement Method of Payment

The parties agree that this is a cost reimbursement method of payment contract; Provider shall be paid in accordance with the approved budget and/or approved budget revision as set forth in this Attachment. Provider also agrees to timely pay its subcontractors, vendors, and employees for the fulfillment of services provided in this Contract.

Invoice Requirements

Provider shall submit an original request for payment, utilizing the format prescribed by The Children's Trust and in accordance with the approved budget or approved budget revision(s). The Children's Trust will notify the Provider if the request for payment is to be submitted electronically using the SAMIS or a reporting "invoice" form/ spreadsheet. The request for payment is due on or before the fifteenth (15th) day of the month following the month in which expenditures were incurred (exclusive of legal holidays or weekends). The Children's Trust agrees to reimburse Provider on a monthly billing basis. Every request by Provider for payment for services provided, work performed, or costs incurred pursuant to this Contract, except for any advanced payments by The Trust, shall be accompanied by a Request for Payment in the format that is prescribed by The Children's Trust. If there are subcontractors to this Contract, 'Subcontractor Verification of Payment' from subcontractors of Provider must be included if the Request for Payment includes a request for reimbursement in relation to a payment made to a subcontractor. These forms may be downloaded from The Trust's website. For the purpose of payment only, a subcontractor is defined as an independent agency that has entered into agreement with Provider to perform services pertaining to The Children's Trust funded programs identified in this Contract.

The Children's Trust reserves the right to request any supporting documentation. A final request for payment (last monthly invoice of the contract term) from Provider will be accepted by The Children's Trust up to forty-five (45) days after the expiration of this Contract. If Provider fails to comply, all rights to payment shall be forfeited.

If The Children's Trust determines that Provider has been paid funds not in accordance with this Contract, and to which it is not entitled, Provider shall return such funds to The Children's Trust or submit appropriate documentation to support the payment within thirty (30) days of notification by The Children's Trust. After thirty (30) days, The Children's Trust may recapture amounts due to The Children's Trust, from this or any other The Children's Trust contract by reducing amounts requested to be reimbursed less the amount owed to The Children's Trust. The Children's Trust shall have the sole discretion in determining if Provider is entitled to such funds in accordance with this Contract and The Children's Trust's decision on this matter shall be binding.

In the event that Provider, its independent auditor or The Children's Trust discovers that an overpayment has been made, Provider shall repay said overpayment within thirty (30) calendar days without prior notification from The Children's Trust.

If Provider fails to serve the number of participants and/or fails to utilize the funds in accordance with the Contract, The Children's Trust may amend the Contract to reduce the amount of dollars. Any delay in amendment by The Children's Trust is not deemed a waiver of The Children's Trust's right to amend or seek reimbursement for under-serving participants in accordance with the Contract.

In order for a request for payment to be deemed proper as defined by the Florida Prompt Payment Act, all requests for payment must comply with the requirements set forth in this Contract and must be submitted on the forms as prescribed by The Children's Trust. Requests for payment and/or documentation returned to Provider for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. The Children's Trust shall pay Provider within thirty (30) calendar days of receipt of Provider's properly submitted Request for Payment and/or other required documentation.

The Children's Trust may retain any payments due until all required reports,deliverables or monies owed to The Children's Trust are submitted and accepted by The Children's Trust.

Supporting Documentation Requirements

Provider shall maintain original records documenting actual expenditures and services provided according to the approved budget and scope of services as required. Supporting documentation shall be made available and provided to The Children's Trust upon request.

Provider shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any Service covered by this Contract, and shall make all such records available to The Children's Trust upon request. Provider shall maintain a cost allocation methodology that it uses to allocate its costs. Provider shall use a cost allocation methodology which assures that The Children's Trust is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Contract. Such methodology shall be made available to The Children's Trust upon request.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

Budget Summary Report
Miami Dade County Park - 1110-2120 CWD OOS: Park and Recreation OOS Program for CWD Population
Fiscal Year 11-12 (8/1/11 - 7/31/12)
Contract #: 1110-2120

CSC Program Allocation: $628,464
Budget Status: Submitted
Preliminary Budget?: No

Salary Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
511	Regular Salaries and Wages	446,736	446,736	446,736
521	FICA/MICA	34,175	34,175	34,175
522	Retirement Contributions	23,945	23,945	23,945
523	Life and Health Insurance	53,844	0	0
524	Workers Compensation	0	0	0
525	Unemployment Compensation	0	0	0
	Salary Totals:	**558,700**	**504,856**	**504,856**

Expense Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
531	Travel (other than participants)	0	0	0
532	Travel (participants)	1,920	1,920	1,920
533	Meals (participants)	26,669	9,936	9,936
534	Space	273,840	0	0
535	Utilities	0	0	0
536	Supplies (office)	2,400	2,400	2,400
537	Supplies (program)	10,000	10,000	10,000
540	Non-Capital Equipment	0	0	0
550	Capital Equipment	0	0	0
591	Indirect Cost	47,632	47,632	47,632
611	Subcontractor	0	0	0
711	Professional Services (instructors)	0	0	0
721	Professional Services (certified teachers)	42,300	42,300	42,300
731	Professional Services (tutors)	0	0	0
741	Professional Services (consultants)	0	0	0
791	Professional Services (other)	0	0	0
811	Other (advertising)	0	0	0
821	Other (background screening)	1,850	0	0
831	Other (admission to field trips)	8,220	8,220	8,220
891	Other (other)	17,790	1,200	1,200
529	Fringe Benefits (other)	0	0	0
	Expense Totals:	**432,621**	**123,608**	**123,608**

Salary and Expense Totals:	**991,321**	**628,464**	**628,464**

Program Funders
Summary Funders

Funder Type	Funder	Total	Comment
In-Kind Contributions	In-Kind Contributions (Summary)	362,857	Miami-Dade County Park & Recreation Department In-kind Contributions: Line Items (Fringe Benefit/Other (FT), Meals, Space (Bldg Rental), Background Screening, Volunteer.
	Summary Funder Totals:	**362,857.00**	

Salary Data

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Driver Attendant (4496)						**Staff:** Bowens, Linda (2319); Chambers, Wanda (3831)						
100.00%	6,082	6,082	465	465	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/30/2011 8/30/2011 8/24/2011 8/23/2011 After-School: Position works 8 hours per day for 22 full days the agency at $11.18/hour. Position will devote 8 hours/day (100% of time) for 22 full days. = Total $ 1,968

Summer 2011: Position works average 40 hours per week for the agency at $11.18/hour. Position will devote 8 hours/day (100% of time) for 10 days. = Total $ 894

Summer 2012: Position works average 40 hours per week for the agency at $11.18/hour. Position will devote 8 hours/day (100% of time) for 36 days. = Total $ 3,220

Payment is on a bi-weekly basis (when hours are scheduled).

Total Program Allocation: $6,082
Total CSC Allocation: $6,082
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 100%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Fringe Benefits (4499)						**Staff:**						
0.00%	0	0	0	0	23,945	23,945	0	0	0	0	0	0

Original Budget Narratives:

8/30/2011 8/23/2011 FICA/MICA:
After-School: 7.65% x $302,101=$23,111
Summer 2011 & 2012: 7.65% x $144,634=$11,065
Total Program Expense: $34,175
Total CSC request: $34,175

117

RETIREMENT:
After-School: 5.36% x $302,101=$16,193
Summer 2011 & 2012.: 5.36% x $144,634=$7,752
Total Program Expense: $23,945
Total CSC request: $23,945

IN-KIND (MDPR):
For FTE: (Worker's Comp, General Liability, Unemployment, Health, Flex=$12,820 per FTE). The total amount is entered all in the Life and Health Insurance line item.

After-School & Summer: ($12,820 * 4.2 FTE=$53,844)
Total Program Expense: $53,844
Total CSC request: $0
Amount of Match: $53,844
Source of Match: MDPR
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Pooled Recreation Leader (RL) (4497)						**Staff:** Recreation Leader (RL), Pooled (3835)						
100.00%	244,818	244,818	18,729	18,729	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/24/2011 8/23/2011 Represents 15 positions (below is justification per position. One position is $16,321.20 * 15 positions=$244,818):

After School 180 days + 22 full days=202 days
After-School: Position works average of 22.35 hours per week for the agency at $12.45 /hour. Position will devote an average of 4.47 hours/day (100% of time) for 202 days. = Total $11,241.60 (Note: Position works on a rotating schedule. Position may work up to 8 hours a day)

Summer 2011: Position works average of 40 hours per week for the agency at $12.45/hour. Position will devote average 8 hours/day (100% of time) for 15 days. = Total $1,494 (Note: Position works on a rotating schedule)

Summer 2012: Position works average 40 hours per week for the agency at $12.45/hour. Position will devote average 8 hours/day (100% of time) for 36 days. = Total $3,586 (Note: Position works on a rotating schedule)

Payment is on a bi-weekly basis.

Total Program Allocation: $16,321
Total CSC Allocation: $16,321
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 100%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

118

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Pooled Recreation Leader (RL-Seasonal) (4498)						**Staff:** Recreation Leader (RL-Seasonal), Pooled (3833)						
100.00%	43,625	43,625	3,338	3,338	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/24/2011 8/23/2011 Represent 6 positions-Seasonal(below is justification per position. One position is $7,270.80 * 6 positions=$43,625):

After-School: Position works average of 8 hours per day for the agency at $12.45 /hour. Position will devote an average of 8 hours/day (100% of time) for 22 full days. = Total $2,191 (Note: Position works on a rotating schedule. Position may work up to 8 hours a day)

Summer 2011: Position works average of 40 hours per week for the agency at $12.45/hour. Position will devote average 8 hours/day (100% of time) for 15 days. = Total $1,494 (Note: Position works on a rotating schedule)

Summer 2012: Position works average 40 hours per week for the agency at $12.45/hour. Position will devote average 8 hours/day (100% of time) for 36 days. = Total $3,586 (Note: Position works on a rotating schedule)

Payment is on a bi-weekly basis.

Total Program Allocation: $7,271
Total CSC Allocation: $7,271
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 100%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

119

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Recreation Specialist (TAM) (4493)						**Staff:** Bouza-Jou, Arlene (2316)						
35.00%	16,671	16,671	1,275	1,275	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/23/2011 After-School: Position works 40 hours per week for the agency at $22.90/hour. Position will devote 14 hrs/wk (35% of time) to the program for 42 weeks. = Total $13,465

Summer 2011: Position works 40 hours per week for the agency at $22.90/hour. Position will devote 14 hrs/wk (35% of time) to the program for 3 weeks. = Total $962

Summer 2012: Position works 40 hours per week for the agency at $22.90/hour. Position will devote 14 hrs/wk (35% of time) to the program for 7 weeks. = Total $2,244

Payment is on a bi-weekly basis.

Total Program Allocation: $16,671
Total CSC Allocation: $16,671
Total Weeks Funded by TCT: 52

For Position Management: % of time devoted to TCT: 35%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Recreational Specialist (CE) (4490)						**Staff:** Leyva, Celia (3191)						
35.00%	21,498	21,498	1,645	1,645	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/23/2011 After-School: Position works 40 hours per week for the agency at $29.53/hour. Position will devote 14 hrs/wk (35% of time) to the program for 42 weeks. = Total $17,364

Summer 2011: Position works 40 hours per week for the agency at $29.53/hour. Position will devote 14 hrs/wk (35% of time) to the program for 3 weeks. = Total $1,240

Summer 2012: Position works 40 hours per week for the agency at $29.53 /hour. Position will devote 14 hrs/wk (35% of time) to the program for 7 weeks. = Total $2,894

Payment is on a bi-weekly basis.

Total Program Allocation: $21,498
Total CSC Allocation: $21,498
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 35%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Recreational Specialist (CM) (4494)						**Staff:** Crosby, Charmainge (2350)						
100.00%	19,245	19,245	1,472	1,472	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/30/2011 8/30/2011 8/23/2011 After School 180 days + 22 full days=202 days
After-School: Position works average of 22.35 hours per week for the agency at $14.68/hour. Position will devote an average of 4.47 hours/day (100% of time) for 202 days. = Total $13,255 (Note: Position may work up to 8 hours a day)

Summer 2011: Position works average 40 hours per week for the agency at $14.68/hour. Position will devote average of 8 hours/day (100% of time) for 15 days. = Total $1,762

Summer 2012: Position works average 40 hours per week for the agency at $14.68/hour. Position will devote average of 8 hours/day (100% of time) for 36 days. = Total $ 4,228

120

Payment is on a bi-weekly basis.

Total Program Allocation: $19,245
Total CSC Allocation: $19,245
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 100%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Recreational Specialist (GR) (4495)						**Staff:** Mendoza, Johanna (2807)						
100.00%	19,245	19,245	1,472	1,472	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/30/2011 8/23/2011 After School 180 days + 22 full days=202 days
After-School: Position works average of 22.35 hours per week for the agency at $14.68/hour. Position will devote an average of 4.47 hours/day (100% of time) for 202 days. = Total $13,255 (Note: Position may work up to 8 hours a day)

Summer 2011: Position works average 40 hours per week for the agency at $14.68/hour. Position will devote average of 8 hours/day (100% of time) for 15 days. = Total $1,762

Summer 2012: Position works average 40 hours per week for the agency at $14.68/hour. Position will devote average of 8 hours/day (100% of time) for 36 days. = Total $ 4,228

Payment is on a bi-weekly basis.

Total Program Allocation: $19,245
Total CSC Allocation: $19,245
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 100%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Recreational Specialist (WWL) (4491)						**Staff:** Bonet, Diana (2317)						
35.00%	13,315	13,315	1,019	1,019	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/23/2011 After-School: Position works 40 hours per week for the agency at $18.29 /hour. Position will devote 14 hrs/wk (35% of time) to the program for 42 weeks. = Total $10,755

121

Summer 2011: Position works 40 hours per week for the agency at $18.29/hour. Position will devote 14 hrs/wk (35% of time) to the program for 3 weeks. = Total $768

Summer 2012: Position works 40 hours per week for the agency at $18.29 /hour. Position will devote 14 hrs/wk (35% of time) to the program for 7 weeks. = Total $1,792

Payment is on a bi-weekly basis.

Total Program Allocation: $13,315
Total CSC Allocation: $13,315
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 35%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Recreational Therapist (CM) (4488)						**Staff:** Phillips, Belinda (2313)						
35.00%	19,758	19,758	1,511	1,511	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/23/2011 After-School: Position works 40 hours per week for the agency at $27.14 /hour. Position will devote 14 hrs/wk (35% of time) to the program for 42 weeks. = Total $15,958

Summer 2011: Position works 40 hours per week for the agency at $27.14 /hour. Position will devote 14 hrs/wk (35% of time) to the program for 3 weeks. = Total $ 1,140

Summer 2012: Position works 40 hours per week for the agency at $27.14 /hour. Position will devote 14 hrs/wk (35% of time) to the program for 7 weeks. = Total $2,660

Payment is on a bi-weekly basis.

Total Program Allocation: $19,758
Total CSC Allocation: $19,758
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 35%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Position: Recreational Therapist (GO) (4489)						**Staff:** Cox, Jody (2314)						

122

35.00%	22,721	22,721	1,738	1,738	0	0	0	0	0	0	0	0

Original Budget Narratives:

8/23/2011 After-School: Position works 40 hours per week for the agency at $31.21/hour. Position will devote 14 hrs/wk (35% of time) to the program for 42 weeks. = Total $18,351

Summer 2011: Position works 40 hours per week for the agency at $31.21/hour. Position will devote 14 hrs/wk (35% of time) to the program for 3 weeks. = Total $ 1,311

Summer 2012: Position works 40 hours per week for the agency at $31.21/hour. Position will devote 14 hrs/wk (35% of time) to the program for 7 weeks. = Total $3,059

Payment is on a bi-weekly basis.

Total Program Allocation: $22,721
Total CSC Allocation: $22,721
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 35%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

% CSC to Gross	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp

Position: Recreational Therapist (GR) (4492) **Staff:** Fowler, Kim (2312)

35.00%	19,758	19,758	1,511	1,511	0	0	0	0	0	0	0	0

Original Budget Narratives:

123

8/23/2011 After-School: Position works 40 hours per week for the agency at $27.14/hour. Position will devote 14 hrs/wk (35% of time) to the program for 42 weeks. = Total $15,958

Summer 2011: Position works 40 hours per week for the agency at $27.14/hour. Position will devote 14 hrs/wk (35% of time) to the program for 3 weeks. = Total $1,140

Summer 2012: Position works 40 hours per week for the agency at $27.14/hour. Position will devote 14 hrs/wk (35% of time) to the program for 7 weeks. = Total $2,660

Payment is on a bi-weekly basis.

Total Program Allocation: $19,758
Total CSC Allocation: $19,758
Total Weeks Funded by TCT: 52
For Position Management: % of time devoted to TCT: 35%
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Salary Totals:

67.90%	446,736	446,736	34,175	34,175	23,945	23,945	0	0	0	0	0	0

Expense Data

Account #	Account Name	Original Budget	Amended Budget
529	Fringe Benefits (other)	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
531	Travel (other than participants)	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
532	Travel (participants)	1,920	1,920
	Original Budget Calculation:		
	=1920		

Original Budget Narratives:

8/23/2011 Travel (Participants):Park vehicles are leased from the General Services Administration (GSA). All vehicles are 15 passenger vans with a TCT reimbursement rate at $.60 per mile.

After-School: GSA Transportation:$.60 per mile x 1,200 miles over 42 weeks=$720

Summer 2011 & 2012: $.60 per mile x 2,000 miles over 10 weeks=$1,200

Total Program Expense: $1,920
Total CSC request: $1,920

124

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
533	Meals (participants)	9,936	9,936
	Original Budget Calculation:		
	=(9936+16733)		

Original Budget Narratives:

8/23/2011 Meals (participants):
After-School: Snack ($.40 cents x 115 participants x 180 days=$8,280)

Summer 2011: Lunch (will be provided using a free lunch program or child will bring their own lunch due to dietary needs).

Summer 2012: Snack ($.40 cents x 115 participants x 36 days=$1,656). Lunch (will be provided using a free lunch program or child will bring their own lunch due to dietary needs).

Total Program Expense: $9,936
Total CSC request: $9,936

Amount of Match: ($2.89 per lunch x 110 participants x 15 days=$4,769)($2.89 per lunch x 115 participants x 36 days=$11,965)
Source of Match: CAA or Rayfield Free Lunch Program
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
534	Space	0	0
	Original Budget Calculation:		
	=273840		

Original Budget Narratives:

8/23/2011 Space (In-Kind MDPR):
Building Rental Rates for MDPR average $35.00 per hour
After-School & Summer Camp 2011 & 12:
Camp Matecumbe: (AS 720hrs + FD 176hrs + SC 408hrs x $35 per hour=$45,640)
Coral Estates: (AS 720hrs + FD 176hrs + SC 408hrs x $35 per hour=$45,640)
Westwind Lakes: (AS 720hrs + FD 176hrs + SC 408hrs x $35 per hour=$45,640)
Goulds:(AS 720hrs + FD 176hrs + SC 408hrs x $35 per hour=$45,640)
Greynolds:(AS 720hrs + FD 176hrs + SC 408hrs x $35 per hour=$45,640)
Tamiami:(AS 720hrs + FD 176hrs + SC 408hrs x $35 per hour=$45,640)

Total Program Expense: $0
Total CSC request: $0

Amount of Match: $273,840

Source of Match: MDPR

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
535	Utilities	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
536	Supplies (office)	2,400	2,400
	Original Budget Calculation:		
	=2400		

Original Budget Narratives:

8/24/2011 8/23/2011 Supplies (office):

Routine office Supplies

After-School: $2,000

Summer 2011 & 2012: $400

Total Program Expense: $2,400
Total CSC request: $2,400

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
537	Supplies (program)	10,000	10,000
	Original Budget Calculation:		
	=10000		

126

Original Budget Narratives:

8/23/2011 Supplies (program):

After-School: ($1,750 per site x 4 sites=$7,000) For various program supplies: books, workbooks, software, educational materials, board games, puzzles, etc.) Estimate of $5,000 will be dedicated to the purchase of Evidence-Based Curriculum and Supplies.

Summer 2011 & 2012: ($750 per site x 4 sites=$3,000) For various program supplies: books, workbooks, software, educational materials, board games, puzzles, etc.)

Total Program Expense: $10,000
Total CSC request: $10,000
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
540	Non-Capital Equipment	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
550	Capital Equipment	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
591	Indirect Cost	47,632	47,632
	Original Budget Calculation:		
	=47632		

Original Budget Narratives:

8/30/2011 8/24/2011 8/24/2011 8/23/2011 8% of approved budget

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
611	Subcontractor	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
711	Professional Services (instructors)	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
721	Professional Services (certified teachers)	42,300	42,300
	Original Budget Calculation:		
	=(6*7050)		

Original Budget Narratives:

8/24/2011 8/23/2011 Professional Services (certified teachers):

Represents 6 Certified Teacher positions, the justification below represents one position (6 teachers * $7,050=$42,300)

Teachers will provide various activities such as homework assistance, literacy enhancement activities, special presentations, and workshops (average $25/hr)
After-School: 5 hours per week x 42 weeks x average $25 per hour =$5,250

128

Summer 2012: 10 hours per week x 7.2 weeks x average $25 per hour =$1,800

Total Program Expense: $7,050
Total CSC request: $7,050
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
731	Professional Services (tutors)	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
741	Professional Services (consultants)	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
791	Professional Services (other)	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
811	Other (advertising)	0	0
	Original Budget Calculation:		
	=0+0		

Original Budget Narratives:

Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
821	Other (background screening)	0	0
	Original Budget Calculation:		
	=1850		

Original Budget Narratives:

8/23/2011 Other (background screening) In-Kind MDPR:

Range of $33 to $43 per background Check
After-School:$43 per check x 20 staff = $860.00
$33 per check x 10 volunteers = $330.00
Summer 2011 & 12: $33 per check x 20 volunteers = $660.00

Total Program Expense: $1,850
Total CSC request: $0

Amount of Match: $1,850
Source of Match: MDPR
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
831	Other (admission to field trips)	8,220	8,220
	Original Budget Calculation:		
	=8220		

Original Budget Narratives:

8/23/2011 Other (Admission to field trips):

130

After-School: 3 trips X $6 per trip X 115 kids =$2,070
Summer 2011: 2 trips x $6 per trip x 110 kids=$1,320
Summer 2012: 7 trips X $6 per trip X 115 kids=$4,830

Total Program Expense: $8,220
Total CSC request: $8,220
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
891	Other (other)	1,200	1,200
	Original Budget Calculation:		
	=(16590+1200)		

Original Budget Narratives:

8/24/2011 8/23/2011 8/23/2011 Other (other) Volunteers (In-Kind MDPR):

After-School: An average of 10 volunteers assist throughout the after school year for an approximate total of 1,000 hours with direct program services. Valued at $11.06/hr based on dollar value of the hourly rate equivalent.
Summer 2011 -12: An average of 20 volunteers assist throughout the Summer Camp year for an approximate total 500 hours with direct program services. Valued at $11.06/hr based on dollar value of the hourly rate equivalent.

Total Program Expense: $0
Total CSC request: $0

Amount of Match: $16,590
Source of Match: MDPR

Other (Other) Special Events/Family Nights:

After-School: $100 per site x 6 sites=$600
Summer 2011 & 2012: $100 per site x 6 sites=$600
Total Program Expense: $1,200
Total CSC request: $1,200
Add to Original Budget Narratives:

All Other Budget Amendment Narratives:

Expense Totals:	**123,608**	**123,608**
Salary and Expense Totals:	**628,464**	**628,464**

131

Other Funders

Funding Organization	Amount
In-Kind Contributions - In-Kind Contributions (Summary)	362,857
	362,857

132

APPENDIX 2:

Staffing Plan

Staffing Plan must EXACTLY match the paid and in-kind staff, volunteers, professional services/independent contractors, and sub-contractors described in the Activity Tables and listed in the Program Budget. Add or delete rows and adjust links to the Program Budget as necessary.

	After School		Summer		Justification	
If additional rows for staff positions were added in the Program Budget, please add rows below in the appropriate section and adjust the links to the Program Budget.	# of Staff*	Ratio Yes or No	# of Staff*	Ratio Yes or No	Qualifications: Required Minimum Education & Experience	Description of responsibilities related to the program described in the Activity Tables
List Full-Time Employees						
Recreational Therapist (CM)	1	Yes	1	Yes	Bachelor's degree in Recreation or related field. Two years of experience in developing, planning, and conducting recreational programs for persons with disabilities are required. Must possess a driver license. Must possess a certificate as a Certified Therapeutic Recreation Specialist during the probationary period. Must obtain Water Safety Instructions, CPR and First Aid certifications during probationary period. Experience may be substituted for degree on a year to year basis.	Advance & supervisory work in the development and implementation of therapeutic recreation programs for people with disabilities. Completes participant assessments and behavior management plans. Creates schedule of activities to comply with grant requirements. Trains staff, teaches techniques and skills for adapting activities, how to use equipment and on the different characteristics of disabilities. Implements OOS activities including but not limited to literacy/academic, physical fitness, enrichment, social skills, field trips, family/special events. Supervises all other program staff.
Recreational Therapist (GO)	1	Yes	1	Yes	Bachelor's degree in Recreation or related field. Two years of experience in developing, planning, and conducting recreational programs for persons with disabilities are required. Must possess a driver license. Must possess a certificate as a Certified Therapeutic Recreation Specialist during the probationary period. Must obtain Water Safety Instructions, CPR and First Aid certifications during probationary period. Experience may be substituted for degree on a year to year basis.	Advance & supervisory work in the development and implementation of therapeutic recreation programs for people with disabilities. Completes participant assessments and behavior management plans. Creates schedule of activities to comply with grant requirements. Trains staff, teaches techniques and skills for adapting activities, how to use equipment and on the different characteristics of disabilities. Implements OOS activities including but not limited to literacy/academic, physical fitness, enrichment, social skills, field trips, family/special events. Supervises all other program staff.
Recreational Specialist (CE)	1	Yes	1	Yes	Bachelor's degree. One year of experience in related field. Must possess a driver license. Experience may be substituted for degree on a year to year basis.	The supervision, coordination, and instruction of a specialized recreation program. Implements OOS activities including but not limited to literacy/academic, physical fitness, enrichment, social skills field trips, special events. Supervises Recreation Leaders, Driver attendants, and Volunteers.
Recreational Specialist (WWL)	1	Yes	1	Yes	Bachelor's degree. One year of experience in related field. Must possess a driver license. Experience may be substituted for degree on a year to year basis.	The supervision, coordination, and instruction of a specialized recreation program. Implements OOS activities including but not limited to literacy/academic, physical fitness, enrichment, social skills field trips, special events. Supervises Recreation Leaders, Driver attendants, and Volunteers.

	After School		Summer		Justification	
If additional rows for staff positions were added in the Program Budget, please add rows below in the appropriate section and adjust the links to the Program Budget	# of Staff*	Ratio Yes or No	# of Staff*	Ratio Yes or No	Qualifications: Required Minimum Education & Experience	Description of responsibilities related to the program described in the Activity Tables
Recreation Therapist (GR)	1	Yes	1	Yes	Bachelor's degree in Recreation or related field. Two years of experience in developing, planning, and conducting recreational programs for persons with disabilities are required. Must possess a driver license. Must possess a certificate as a Certified Therapeutic Recreation Specialist during the probationary period. Must obtain Water Safety Instructions, CPR and First Aid certifications during probationary period. Experience may be substituted for degree on a year to year basis.	Advance & supervisory work in the development and implementation of therapeutic recreation programs for people with disabilities. Completes participant assessments and behavior management plans. Creates schedule of activities to comply with grant requirements. Trains staff, teaches techniques and skills for adapting activities, how to use equipment and on the different characteristics of disabilities. Implements OOS activities including but not limited to literacy/academic, physical fitness, enrichment, social skills, field trips, family/special events. Supervises all other program staff.
Recreation Specialist (TAM)	1	Yes	1	Yes	Bachelor's degree. One year of experience in related field. Must possess a driver license. Experience may be substituted for degree on a year to year basis.	The supervision, coordination, and instruction of a specialized recreation program. Implements OOS activities including but not limited to literacy/academic, physical fitness, enrichment, social skills field trips, special events. Supervises Recreation Leaders, Driver attendants, and Volunteers.
List Part-Time / Seasonal Employees						
Recreational Specialist (CM)	1	Yes	1	Yes	Bachelor's degree. One year of experience in related field. Must possess a driver license. Experience may be substituted for degree on a year to year basis.	The supervision, coordination, and instruction of a specialized recreation program. Implements OOS activities including but not limited to literacy/academic, physical fitness, enrichment, social skills field trips, special events. Supervises Recreation Leaders, Driver attendants, and Volunteers.
Recreational Specialist (GR)	1	Yes	1	Yes	Bachelor's degree. One year of experience in related field. Must possess a driver license. Experience may be substituted for degree on a year to year basis.	The supervision, coordination, and instruction of a specialized recreation program. Implements OOS activities including but not limited to literacy/academic, physical fitness, enrichment, social skills field trips, special events. Supervises Recreation Leaders, Driver attendants, and Volunteers.

	After School		Summer		Justification	
If additional rows for staff positions were added in the Program Budget, please add rows below in the appropriate section and adjust the links to the Program Budget.	# of Staff*	Ratio Yes or No	# of Staff*	Ratio Yes or No	Qualifications: Required Minimum Education & Experience	Description of responsibilities related to the program described in the Activity Tables
Driver Attendant	1	Yes	1	Yes	Eighth grade. Must possess a CDL/Class c with a passenger endorsement and a good driving record.	Operates passenger vehicles to transport participants during field trips. Assumes all responsibilities of Recreation Leader during other program hours which includes organizing, teaching, and leading all age groups in general organized recreation activities such as team games and sports, arts and crafts. Implements OOS activities including literacy/academic, physical fitness, enrichment, social skills field trips, special events. Keeps scheduling activities on time, organizes program supplies and materials, organizes snack time, implements behavior management plan under direction of Recreation Therapist.
Recreation Leader	21	Yes	21	Yes	High school diploma or GED. Must possess a driver license.	Organizing, teaching, and leading all age groups in general organized recreation activities such as team games and sports, arts and crafts. Implements OOS activities including but not limited to literacy/academic, physical fitness, enrichment, social skills field trips, special events. Keeps scheduling activities on time, organizes program supplies and materials, organizes snack time, implements behavior management plan under direction of Recreation Therapist.
List Professional Services/Independent Contractors						
Certified Teachers:						
Certified Teachers	6	No	6	No	Current Teacher Certificate	Lead literacy activities using the evidence-based curriculum. Administer ORF Testing. Assist in homework help.
List Other: Volunteers **						
Volunteers	10	No	20	No	Volunteers are required to fill out a volunteer application, pass a background check, and participate in a volunteer orientation before actively volunteering.	All volunteers are supervised at all times by County Employees and must adhere to applicable policies and procedures. Volunteers do not drive County vehicles. While on duty, volunteers must be designated by either a name or volunteer badge. Volunteers will help to assist in delivering the program components to the participants.

* # of Staff refers to the number of paid and in-kind staff, subcontractors, independent contractors and volunteers in each position identified.

Please comment if two or more positions are combined for purposes of calculating the child/staff ratio. This is typically done when two or more position's schedules are not overlapping (i.e. one position works from 8 AM to 1 PM and another works from 1 PM to 6 PM.)

**Volunteers may only be counted towards the staff: participant slot ratio if they are screened and trained and they work days and times that match what would be required for a paid staff member in the position a volunteer occupies.

ATTACHMENT C:

Programmatic Data and Reporting Requirements

Attachment C
OUT-OF-SCHOOL
Programmatic Performance and Data Reporting Requirements
Contract No. 1110-2120
Agency name: Miami Dade County Park and Recreation Department –SN (CWD)
Program name: Out-of-School Children with Disabilities Programs

The Provider shall submit to The Children's Trust individual participant demographics, attendance, and outcome data for all children participating in the program as noted in the Scope of Service (Attachment A). Reporting includes electronic submission of information into The Children's Trust web-based reporting system, as well as outcome, narrative, and satisfaction survey reports, as noted below. Provider's use of The Trust's web-based reporting system requires mandatory training from The Children's Trust and a user login name.

Minimum standards for performance are described in the sections below. Failure to meet the minimum standards for performance will constitute a breach of contract. The Children's Trust reserves the right in its sole discretion to determine remedies for such breach, including, without limitation, terminating a contract, reducing funding commensurate with below-minimum performance, or imposing other remedies on providers performing below any minimum standard, or requiring "cures" or "performance improvement plans." For mid and end of the year performance reviews, Provider is awarded incremental credit for approaching the identified performance targets.

ACTIVITIES

- A representative Daily Schedule of Activities for each period contracted is included as Appendix 1. The schedule shall reflect the activities, frequency, and intensity as outlined in Attachment A. Provider may modify the schedule(s), however, any changes that alter the type, frequency, intensity, and/or duration of the activities will require a contract amendment. The approved Schedule of Activities is to be posted in a visible location at each service site.
- Provider will ensure that approximately 75% of the program's operating hours are accounted for in planned activities as indicated in Appendix 1.
- Provider will ensure that all children have a nutritious lunch and snack, at a minimum, during summer and full-day program days and a snack during after-school and partial day program days. Weekly menus are to be posted in a visible location at each service site.
- Provider will retain documentation (including basic materials and attendance records) from Family Involvement activities identified in Attachment A.

PARTICIPANTS

Eligibility - Children eligible for The Children's Trust funded out-of-school (OOS) programs will be Miami-Dade County school-age children attending elementary and middle school.

Demographics - Children's demographics (including all the items noted below), must be entered into The Trust's web-based reporting system within seven (7) calendar days of each child's first day of attendance. All children's demographics shall be updated on an ongoing basis if and when new information is collected (i.e. new address, grade level, school).

Demographic information required for all children enrolled:

- Participant's Name (last, first, middle initial)
- Parent's name (last, first, middle initial)
- Street Address, City, and Zip Code
- Parent/Guardian's Primary Phone # and Email
- Gender (male, female)
- Date of Birth
- Race (American Indian/Alaska Native, Asian, Black/African American, Pacific Islander, White, Other)

- Ethnicity (Hispanic, Haitian, Other)
- English proficiency (yes/no)
- Other language(s) spoken (English, Spanish, Haitian Creole, None, Other)
- Last 4 Digits ONLY of Child's Social Security #
- Child's Miami-Dade County Public Schools ID Number
- Child's Current Grade Level
- Child's Current School
- Does child have a Health Insurance? (yes/no)
- Does child have a documented disability? (yes/no)
- If disabled, what type? [Autism Spectrum Disorders, Chronic Medical Condition, Developmental Delay, Emotional and/or Behavioral Disorder, Hearing Impairment (or deaf), Intellectual Disability (or mental retardation), Learning Disability, Physical Disability, Speech/Language Impairment, Visual Impairment (or blind), Other]
- Documentation of disability (Individualized Family Service Plan, Individualized Education Plan, Section 504 Plan, diagnosis from a medical doctor, state certified or licensed professional; and/or disclosure by a parent/guardian); *if child is noted as having a documented disability, a hard copy of the selected documentation must be kept within the participant's file for monitoring purposes.*
- Other Child Needs (accommodations, academic, behavioral)
- Is participant (information to be reported in the Program Narrative Report):
  - A child of a migrant farm worker (i.e., parent/caregiver crossed county or state lines in search of temporary or seasonal farm work within the past 36 months)
  - Involved with the *Dependency System* (e.g., DCF, Our Kids, full case management agencies, dependency and family courts)
  - Involved with the *Delinquency System* (e.g., DJJ, Juvenile Services Department, diversion/Civil Citation programs)

Other information to be obtained for all participants and included in the participant files:

- Medical History and Authorization (including special needs and conditions)
- Emergency Contact Information
- Transportation and Pick-up Authorizations
- Confidentiality of Client Information
- Voluntary Consent for Video and Photography
- Signed release of information to The Children's Trust and authorization to participate

Children with Disabilities - The Children's Trust expects that programs will serve children with disabilities, regardless of disability type or level, provided they can be safely and reasonably accommodated in accordance with the Americans with Disabilities Act (ADA).

Providers who may need assistance in determining whether they can safely and reasonably accommodate children with disabilities must contact their assigned Inclusion Specialist from the All Children Together (ACT) Resource Network. All children must be admitted into programs unless the assigned Inclusion Specialist determines that reasonable accommodations cannot be made.

PERFORMANCE MEASURES

How much are you doing?

- Attendance refers to the actual number of children (with at least one day of attendance) participating in a program during a specific time frame. Attendance cannot be entered for a given participant until her/his demographic information has been completed. During the school year, only children attending After School days may participate in programming for School Year Full Days and/or Saturdays.
- Days of Service refers to the number of days contracted to be delivered by providers during the school year and/or summer. During the school year, 180 after school days of service must be offered. A minimum of 6 consecutive weeks (or 29 days) must be offered during the summer.
- Average Attendance Per Day reflects the average number of contracted slots/seats that are

filled daily. The Children's Trust recognizes that not all children will attend their out-of-school program every day. However, material compliance with this contract requires that a minimum of 85% of contracted slots for participating children will be occupied on a daily basis.

- Output Utilization refers to the number of units served, which is equivalent to the total number of days attended across all children. "Actual" utilization is calculated by summing the total number of days attended by all children. "Proposed" utilization is based on the total number of contracted slots multiplied by the total number of contracted sessions. The actual utilization during the selected time frame is then divided by the proposed utilization. During any given time frame, The Trust requires that providers serve a minimum of 85% of the units of service contracted (children x days) to be served.
- Testing Compliance ensures that all assessments are given at the appropriate time intervals. The
  Trust requires that tests are administered during specific windows of time, and assessments for all contracted outcomes must be given based on these time frames. All children with at least one day of attendance during a test administration timeframe must receive an assessment. Additionally, children leaving the program before its completion should be post-tested, if prior notice is given.
  - School Year Pre-test: Test children within 30 calendar days of each child's first day of attendance.
  - School Year Mid-test: Administer tests between December 1st and January 15th.
  - School Year Post-test: Administer tests between May 1st and June 7th.
  - Summer Pre-test: Test within 14 calendar days of each child's first day of attendance. Providers may also opt to use school year post-test results as summer pre-tests for returning children. This is permissible only if the school year post-test was administered within two weeks of the child's start date in summer camp.
  - Summer Post-test: Test during the final 14 calendar days of summer camp.
- Matched Sets Compliance tracks number of children receiving at least two tests within a review period. Two testing points are necessary in order to evaluate whether a child has made progress. Only children with long-term program enrollment will be included in a review of matched sets data. This is defined as any child with 90+ calendar days of program enrollment. At the midyear, 90% of children are required to have matched sets, and at the end of the school year 95% are required to have matched sets. By the end of summer camp, 90% of children are required to have matched sets.

How well are you doing?

- Engagement refers to the average number of after school days each child has attended based on the child's first day of attendance through an end date. Only children enrolled in the program for at least 14 calendar days will be included in the school year engagement calculation. Participants are required to attend a minimum of 80% of program days offered by the midpoint, and 70% by end of school year. Engagement will not be evaluated during summer camp.
- Satisfaction surveys must be administered to all children, youth, and their parents once during the school year in March and once during the summer. Providers have the option to administer the satisfaction surveys from The Children's Trust (which can be found at The Children's Trust website) or to use a satisfaction survey of their choosing. Providers are required to submit a summary of their school year survey results through an online survey by April 15, 2012. Results of summer camp surveys must be reported online by September 15, 2012.

Is anyone better off?

- Outcomes represent the best means of evaluating a program's impact on a participant. The purpose of evaluation is to promote improvements in participant achievement, and to facilitate changes in program practices that result in improved outcomes. To that end, we expect that all children will be evaluated and that all children (and programs) can improve as result. All children attending OOS programs will be tested using the Oral Reading Fluency (ORF) assessment and the Progressive Aerobic Cardiovascular Endurance Run (PACER). Results for ORF and PACER, as well as additional assessments, must be reported in The

Trust's web-based data reporting system. Providers should meet the performance measures and targets required by the specific contract terms found in Attachment A (Scope of Services).

- The original format of ORF and PACER may not be appropriate for all children. In these cases, providers must review approved *adaptation* options for the ORF and/or PACER assessments. *Alternate assessments* are conducted for children who are not able to respond to the original or adapted ORF and/or PACER assessment methods. Alternate assessments to ORF and PACER are reserved for children with disabilities. The Children's Trust website contains additional information regarding ORF/PACER adaptations, as well as the process for selecting alternate assessments.

TRAINING AND QUALITY IMPROVEMENT

The Children's Trust offers a variety of trainings on important topics. The Provider is required to ensure attendance by appropriate agency and/or program staff at the following trainings annually: Oral Reading Fluency, Progressive Aerobic Cardiovascular Endurance, training on The Trust's web-based data reporting system, School-Age Care Environmental Rating Scale, New and Renewal Contract Development and Contract Management trainings, Quarterly Provider Meetings, and other topical trainings offered throughout the contract year. Provider must attend a minimum of one training regarding inclusion of children with disabilities during each contract year. In addition, full participation is required with Project RISE (Research, Inspiration, Support, and Evaluation), the All Children Together (ACT) Resource Network, and other Trust initiatives that may be appropriate.

- *Project RISE (http://cps.nova.edu/projectrise/)*
  The Children's Trust requires that Trust-funded out-of-school providers fully participate with Project RISE, a quality improvement initiative offered to support and improve the services available to Miami-Dade children and youth. Providers (including all staff involved in test administration) are required to become recertified in ORF and PACER administration annually.
- *All Children Together Resource Network (http://ccdh.org/act/about_act/)*
  The Children's Trust requires that providers attend trainings to educate them about the inclusion of children with disabilities during the contract year. Inclusion requires that programs be appropriately adapted to meet the needs of all participating children. The ACT Resource Network is a resource available to offer training, technical assistance, mentoring, and consultation regarding provision of services to children with disabilities.
- *Injury Prevention Education and Resources*
  The Children's Trust requires all funded providers to fully participate in childhood injury prevention capacity-building efforts facilitated by The Public Health Trust's Injury Free Coalition for Kids of Miami®, including participation in at least one training session relevant to the population being served, and distribution of parent education materials on home, water, car and bicycle safety.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

REPORTING SUBMISSION AND DATA ENTRY

- Participant attendance for a given month is required to be entered into The Trust's data reporting system by the fifteenth (15th) of the following month, exclusive of legal holidays or weekends.
- The Program Narrative Report captures a report of program's successes, support needs, and volunteer participation. The report is captured on a standard Word document, which is available on The Trust's website for download. The report must be submitted quarterly (see below).
- Scores for the ORF and PACER tests as well as aggregate data for other assessments must be entered into The Trust's online data reporting system as follows. If the due date falls on a weekend/holiday, then reports are due the following business day.

	Due Date	What to Report
School Year 2011-2012	15th Day Each Month	- Enter prior month's attendance data and any new pre-test data into The Trust's web-based reporting system
	October 15, 2011	- Send Program Narrative Report to Contract Manager
	January 31, 2012	- Send Program Narrative Report to Contract Manager - Enter mid-test data into online data reporting system
	April 15, 2012	- Send Program Narrative Report to Contract Manager - Respond to online survey requesting overview of satisfaction survey responses
	June 15, 2012	- Send Program Narrative Report to Contract Manager - Enter post-test data into online data reporting system
Summer Camp 2012	15th Day Each Month	- Enter prior month's attendance data and any new pre-test data into The Trust's web-based reporting system
	September 15, 2012	- Send Summer Program Narrative Report to Contract Manager - Respond to online survey requesting overview of satisfaction survey responses - Enter post-test data into online data reporting system

PROFILE WITH SWITCHBOARD OF MIAMI

Provider shall create and/or update agency and program profiles, and site(s) information in the Community Resource Directory maintained by Switchboard of Miami. Provider shall maintain accurate information for the duration of this Contract term to facilitate referrals. Evidence that the profile(s) has been created or updated must be provided to the Contract Manager within 30 days of execution of this Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

Attachment D
Program Specific Audit Requirements

The Program Specific Audit is to encompass an audit of The Children's Trust contract(s) in accordance with section O.2. Financial Audit and Program Specific Audit. The comprehensive nature of auditing performed in accordance with the standards set forth below places on the audit organization the responsibility for ensuring that (1) the audit is conducted by personnel who have the necessary skills, (2) independence is maintained, (3) applicable standards are followed in planning and conducting audits and reporting the results, (4) the organization has an appropriate internal quality control system in place, and (5) the organization undergoes an external quality control review. Individuals assigned to these audits are to complete at least 24 of the 80 hours of continuing education required for licensure in subjects directly related to the government environment and to government auditing as required by Governmental Auditing Standards.

The program specific audit requires the following (a sample may be found on The Children's Trust website):

Submission of:

a. Independent auditor's report on the financial statements, as it relates to The Children's Trust funded program(s) and the schedule of budget to actual expenditures of The Children's Trust contract(s)
b. basic financial statements as it relates to The Children's Trust funded program(s). The basic financial statements is to include the Statement of Financial Position and the Statement of Activities
c. the schedule of budget to actual expenditures, by budget category, reflecting expenditures during the audit period for each The Children's Trust contract, by contract number
d. summary of schedule of prior and current audit findings
e. disclosure of any significant finding(s)
f. disclosure of all questioned costs and liabilities due to The Children's Trust, with a reference to the contract number involved
g. a recommendation for a corrective action plan on any finding
h. Report whether Provider has internal controls in place to provide reasonable assurance of compliance with The Children's Trust applicable contractual requirements and on the reliability of financial operations

- Provision of notes to the financial statements;
- Report as to whether contractual matching requirements were met, if applicable;
- The auditor must include in their testing:

a. testing of the budget versus actual expenditures. The approved budget is to include the original approved contracted budget as well as any approved budget revisions and budget amendments.
b. double billing i.e. billing under The Children's Trust contract the same expenditure that is billed under another contract and/or revenue source
c. testing for unallowable expenditures e.g. costs not included in the approved budget or budget revision and unallowable costs identified in the budget guidelines included on The Children's Trust website
d. testing for questioned costs
e. testing that the Provider billed and was reimbursed by The Children's Trust in accordance with the method of payment identified in the Contract and within the Contract period
f. testing that monies used for the program were for eligible participants

g. testing for the supplanting of funds
h. testing of match requirements, if applicable
i. testing of attendance or other unit if the method of payment is other than a cost reimbursement payment method
j. testing of the cost allocation plan to verify that The Children's Trust is paying only its fair share of costs for services, overhead and staffing
k. testing that advanced funds, if not used, shall be invested by Provider in an insured interest bearing account and that any interest earned on advanced funds is returned to The Children's Trust.

The independent auditor's report shall state that the audit was conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial suits contained in Government Auditing Standards, issued by the Comptroller General of the Unites States, and the program specific audit requirements listed in The Children's Trust contract(s). The report shall include the following:

- An opinion (or disclaimer of opinion) as to whether the financial statement(s) of Provider, as it relates to The Children's Trust program(s), is presented fairly in all material respects in conformity with the stated accounting policies;
- An opinion (or disclaimer of opinion) as to whether the schedule of budget to actual expenditures, by budget category, is presented fairly in all material respects in conformity with the stated accounting policies;
- A report on internal control related to The Children's Trust contract(s), which shall describe the scope of testing of internal control and the results of the tests;
- A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the Provider complied with laws, regulations, and the provisions of contract(s) with The Children's Trust which could have a direct and material effect on the program; and
- A schedule of findings and questioned costs for The Children's Trust contract(s) that includes a summary of the auditor's results relative to The Children's Trust contract(s) and findings and questioned costs.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

ATTACHMENT E
Affidavit for Level 2 Background Screenings

Affidavit Affirming Compliance with Background Screening for Provider Personnel, Volunteers, and Subcontracted Personnel, as applicable.

In accordance with Sections 943.0542, 984.01, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Paragraph R. Background Screening of this Contract, the undersigned affiant makes the following statement under oath, under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed $1,000, pursuant to Sections 837.012 and 775.082, Florida Statutes.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared *(CEO/Executive Director)* _____
Authorized Provider

Representative of _____ *(Provider Name)* _____, who being by me first duly sworn, deposes and says:

Name of Contracted Provider

_____ _____
(Signature of CEO/Executive Director/HR Director) Date

I swear and affirm that the above-named contracted Provider is compliant with the requirements for personnel background screening detailed in Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, for all personnel having direct contact with children.

Sworn to and subscribed before me at Miami-Dade County, Florida this ___ day of _____, 2011/2012 by _____.

___ Who is personally known to me
___ Who produced identification: _____
Type of identification

_____
Signature of Notary Public
State of Florida at Large

_____
Print, type or stamp name of notary public

My Commission Expires: