

Memorandum



Date: September 3, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 3(B)(9)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Retroactively Accepting Two Grant Awards from the Children's Trust

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution retroactively accepting two grant awards from The Children's Trust, in the total amount of \$1,470,769.00 for the grant period of August 1, 2014 through July 31, 2015.

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.

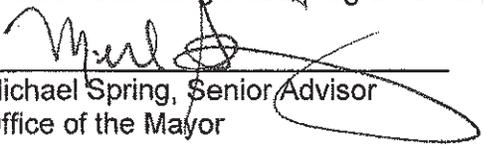
Track Record/Monitor

These grants will be administered by Daniel Barcia of MDPROS.

Background

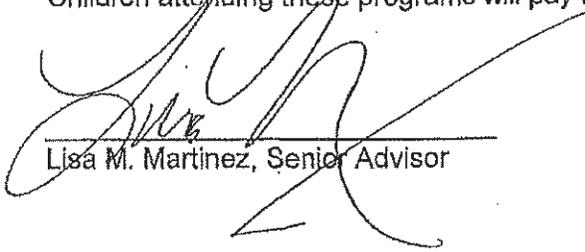
The Board approved Resolution R-290-12 (Attachment A) on April 3, 2012 for two grants from The Children's Trust totaling \$1,470,769 for program activities at eleven County Parks. The Children's Trust and PROS desire to renew (Attachment B) these two grant contracts (Attachment C and D) for a fourth and final term, with the same terms and conditions as the current agreements.

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.


Michael Spring, Senior Advisor
Office of the Mayor

Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
Page 2

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



Date: July 22, 2014

To: Carlos A. Gimenez
County Mayor

From: Jack Kardys, Director
Parks, Recreation and Open Spaces Department

Subject: Resolution Retroactively Accepting Two Grant Awards from the Children's Trust

- The purpose of this agenda item is to approve a resolution retroactively accepting two grant awards from The Children's Trust, in a total amount of \$1,470,769.00 for the grant period of August 1, 2014 through July 31, 2015.
- The Children's Trust grants provide funding for eleven Miami-Dade Parks, Recreation and Open Spaces Department (MDPROS) park sites throughout the County.
- 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 salary of the grants administrator.
- The Board approved Resolution R-290-12 on April 3, 2012 for two grants from The Children's Trust and PROS desire to renew these two grant contracts for a fourth and final term.
- 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.



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 3, 2014

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

SUBJECT: Agenda Item No. 3(B)(9)

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 Mayor'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. 3(B)(9)
9-3-14

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY APPROVING
ACCEPTANCE AND RENEWAL OF TWO CHILDREN'S
TRUST GRANTS TO MIAMI-DADE COUNTY FOR A
FOURTH AND FINAL TERM, FOR A COMBINED TOTAL
NOT TO EXCEED \$1,470,769.00 AND AUTHORIZING THE
MAYOR OR MAYOR'S DESIGNEE TO EXECUTE GRANT
AGREEMENTS

WHEREAS, on April 3, 2012 the Board approved Resolution No. R-290-12 accepting grants from the Children's Trust; and

WHEREAS, this Board desires to renew these contracts with the Children's Trust for a fourth and final term commencing on August 1, 2014 and ending July 31, 2015, for a combined annual total not to exceed \$1,470,769.00,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby retroactively approves these contracts with the Children's Trust for a fourth and final term, commencing on August 1, 2014 and ending July 31, 2015, for a combined total not to exceed \$1,470.769.00 and authorizes the Mayor or the Mayor's Designee to execute the grant agreements.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of September, 2014. 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.

MAG

Miguel A. Gonzalez

ATTACHMENT A

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

Memorandum



Date: April 3, 2012
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.

Agenda Item No. 8(H)(2)

Resolution No. R-290-12

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.

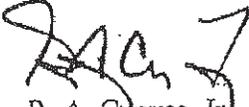


MEMORANDUM

(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. R-290-12

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

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

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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

Memorandum



Date: July 19, 2011

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

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

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

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.

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
Page No. 2

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

Agenda Item No. 3(J)(1)(A)
7-19-11

Veto _____

Override _____

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 José "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. Sybbilis

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
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- Decreases revenues or increases expenditures without balancing budget
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- 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.

SEP 12 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](http://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 referendun 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 you sous lajan ke gouvenman amerikin vote ad referandom pou ke li investi byen nan pwogram kap ameioire 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

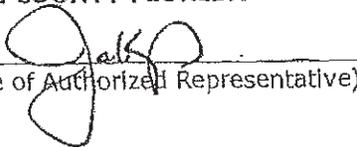
This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

- 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**

**THE CHILDREN'S TRUST
MIAMI-DADE COUNTY, FLORIDA**

By: 
(Signature of Authorized Representative)
Jack Kardys

by: 
(Signature)
Modesto E. Abety-Gutierrez

Director
(Type/Print Title)

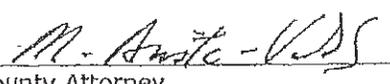
President and CEO

Date: _____

Date: 09/19/11

Provider Federal ID# 59-6000573

Approved as to form and legal sufficiency


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
<i>After-School Child Slots</i>	295
<i>After-School Children With Disabilities Slots</i>	25
<i>Summer Child Slots</i>	660
<i>Summer Children With Disabilities Slots</i>	35
a. Participants By Age: Total estimated number of participants to be served by age group	
After-School Children	
After School Children	
<i>Children Age 5 (enrolled in Elementary School)</i>	5
<i>Children Age 6-12 (enrolled in Elementary & Middle School)</i>	270
<i>Children Age 13+ (enrolled in Middle School)</i>	20
Summer Camp Children	
<i>Children Age 5 (enrolled in Elementary School)</i>	30
<i>Children Age 6-12 (enrolled in Elementary & Middle School)</i>	600
<i>Children Age 13+ (enrolled in Middle School)</i>	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	<p>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.</p> <p>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.</p>	Certified Teachers, Park Managers, Recreation Leaders, and Park Services Aides.		Daily 30 minutes 42 weeks
Fitness	<p>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.</p> <p>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.</p> <p>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.</p>	Park Managers, Recreation Leaders, and Park Services Aides		Daily 30 minutes 42 weeks

Social Skills	<p>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.</p> <p>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.</p> <p>Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.</p>	Park Managers, Recreation Leaders, and Park Services Aides		Weekly 30 minutes 42 weeks
Enrichment	<p>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.</p> <p>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</p>	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	<p>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.</p> <p>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.</p> <p>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.</p>	Park Managers, Recreation Leaders, and Park Services Aides		Daily 60-120 minutes 10 weeks
Social Skills	<p>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.</p> <p>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.</p> <p>Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.</p>	Park Managers, Recreation Leaders, and Park Services Aides		Weekly 60 minutes 10 weeks
Supervised Free Choice	<p>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.</p> <p>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.</p>	Park Managers, Recreation Leaders, and Park Services Aides		Daily 1-2.5 hours per session 10 weeks

Enrichment	<p>Children participate in various enrichment activities including: cultural arts, sports activities, drumming, fencing, golf, fine arts, drama, arts & crafts, music, dance, chorus singing, 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.</p> <p>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.</p>	Park Managers, Recreation Leaders, and Park Services Aides		<p>4 days a week 1-2.5 hours per session 10 weeks</p>
Family Involvement	<p>One Family Night is held to help promote family involvement where children, family, and program staff can engage in meaningful activities.</p> <p>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.</p>	Park Managers, Recreation Leaders, and Park Services Aides		<p>Once - July 1-4 hours 10 weeks</p>
Nutrition	<p>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.</p>	All program staff		<p>Daily 30-60 minutes 10 weeks</p>

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

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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.**

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APPENDIX 1:

**Program Service Operating
Site Table**

Program Name: Miami-Dade County Park & Recreation

Agency Name: Miami-Dade County Park & Recreation

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 MCPFS calendar.

Please do not erase formulas in this table.

Service Name	Service Start Date	Service End Date	Special Dates	Number of Days per Site/State	Estimated Number of Days	Hours per day	Number of Kids (Children)			Output Utilization Target
							General Population	Children with Disabilities	Average # Proposed Sessions	
After School Day 2011-2012	06/22/11	06/07/12		Number of Days per Site/State	180	N/A	270	25	150,000	53,100
Saturdays	8/1/2011	7/31/2012	Includes every Saturday Specify dates below		52	N/A	0	0	0	0
Legal Holiday (Full Day)	N/A	N/A	2011: Sep 5, Nov 11 & 26, Dec 26 2012: Jan 2, Jan 26, Feb 20, May 28 & Jul 4		5	N/A	130	0	2,000	250
Teacher Planning Day (TPD) (Full Day)	N/A	N/A	2011: Sep 29, Oct 29, Dec 19 2012: Jan 29, Feb 3, March 30, April 6, June 8		8	N/A	130	0	7,800	910
Thanksgiving/Winter/Spring Breaks (Full Day)	N/A	N/A	Thanksgiving: Nov 25 (1 day) Winter: Dec 20 - Dec 23 & Dec 27 - 30 Spring: Jan 16 - 18 & Feb 14 - 15 Yr. off days & the teacher (Holiday 12/15) School: March 12-14 (3 days)		14	N/A	130	0	11,000	1,690
Summer Camp 2012	6/11/2012	8/17/2012	Includes every day Mon-Fri, except July 4 Holiday.		36	N/A	625	35	2,700	2,665
<p>Full Day TPDs Averaging equal for Data Tracker purposes.</p> <p>Includes every day Mon-Fri, except July 4 Holiday.</p>										

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 reinitiated.

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:

- Snacks obtained through Feeding South Florida (formerly Daily Bread Food Bank)
- Agency-Purchaser: State Purchases
- Agency-Purchaser: Store Purchases
- Agency-Purchaser: Caterer
- DOE/DOH/USDA Reimburse: Store Purchases
- DOE/DOH/USDA Reimburse: Catered
- Miami-Dade Community Action Agency
- Miami-Dade County Schools
- Other DOE/DOH/USDA Fund Sponsor-Identify Below
- Donated - Identify Source
- Other - Identify Source
- Snacks obtained through Feeding South Florida (formerly Daily Bread Food Bank)
- 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
- 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
- The agency purchases food from local stores (Publix, Costco, Sysco, etc.). Agency pays for food and is reimbursed by DOE/DOH/USDA
- Snacks/lunches prepared from caterer. Agency pays for food and is reimbursed by DOE/DOH/USDA
- Snacks/lunches obtained through Miami-Dade Community Action Agency
- Snacks/lunches obtained through Miami-Dade County Public Schools
- Snacks/lunches obtained through any other DOE/DOH/USDA food sponsor. Identify the sponsor in the space provided.
- Snacks/lunches donated to the program. Identify the donor in the space provided.
- Snacks/lunches obtained through any other source. Identify the source in the space provided.

SITE LOCATION 1

Site Name: Arcoia Park If MDCPS school-based site, list School Name: _____ Zip Code: 33147
 Site Address: 1560 NW 67th Street City: Miami
 Phone Number: 305-935-7987 Fax: _____
 Contact Person: Pablo Williams Does your organization currently operate a program at this site (Y/N)? Yes
 Phone Number: 305-654-1169 Age Range: 6-14 Grade Range: K-8th
 E-mail: williams@mi-dade.org Exemption Letter? Yes State if Pending or Not Applied: N/A
 DCF Child Care License Status: Site Licensed Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? No
 Does this site keep a waiting list (Y/N)? Yes Source of Summer Camp Lunches & Snacks: _____
 Name of Snack Vendor/Sponsor/Donor/Other: _____ Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: _____
 After-School Food Other: _____ Source of Summer Camp Food Other: _____

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	Grade Range	General Population	Children with Disabilities	Registration Fee	Fee per Child Weekly, Monthly, Seasonally, etc.	Sliding Fee Scale (Y/N) (If Applicable)
After School Days	08/22/11	06/07/12	N/A	180	2pm-6pm	4	SS	5	\$0.00	\$0.00	N/A
Sp-Saturdays											
Legal Holiday			11/11/2011, 2/20/12	2	8am-6pm	10	15	15	\$0.00	\$0.00	N/A
Teacher Planning			2011/9/29, 10/28, 12/19, 2012/1/23, 2/13, 3/16, 4/6	7	8am-6pm	10	15	105	\$0.00	\$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/21 & 12/27-12/28 (8 days) excluding 12/26(1), 1/2(1), Spring: 3/23-3/25 (3 days)	13	8am-6pm	10	15	135	\$0.00	\$0.00	N/A
Summer Camp 2012				0							

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SITE LOCATION 2

Site Name: Martin Luther King Park If MDCPS school-based site, list School Name: _____ Zip Code: 33142
 Site Address: 6000 NW 32nd Court City: Miami
 Phone Number: 305-539-2044 Fax: _____
 Contact Person: Pablo Williams Does your organization currently operate a program at this site (Y/N)? Yes
 Phone Number: 305-654-1169 Age Range: 6-14 Grade Range: K-8th
 E-mail: williams@mi-dade.org Exemption Letter? Yes State if Pending or Not Applied: K-8th
 DCF Child Care License Status: Site Licensed Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? No
 Does this site keep a waiting list (Y/N)? Yes Source of Summer Camp Lunches & Snacks: _____
 Name of Snack Vendor/Sponsor/Donor/Other: _____ Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: _____
 After-School Food Other: _____ Source of Summer Camp Food Other: _____

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	Grade Range	General Population	Children with Disabilities	Registration Fee	Fee per Child Weekly, Monthly, Seasonally, etc.	Sliding Fee Scale (Y/N) (If Applicable)
After School Days	08/22/11	06/07/12	N/A	180	2pm-6pm	4	SS	5	\$0.00	\$0.00	N/A
Sp-Saturdays											
Legal Holiday			11/11/2011, 2/20/12	2	8am-6pm	10	25	25	\$0.00	\$0.00	N/A
Teacher Planning			2011/9/29, 10/28, 12/19, 2012/1/23, 2/13, 3/16, 4/6	7	8am-6pm	10	25	125	\$0.00	\$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 12/20-12/21 & 12/27-12/28 (8 days) excluding 12/26(1), 1/2(1), Spring: 3/23-3/25 (3 days)	13	8am-6pm	10	25	135	\$0.00	\$0.00	N/A
Summer Camp 2012				0							

SITE LOCATION 3

Site Name: Cluco De Mayo Park IF MDCPS school-based site, list School Name: _____
 Site Address: 19350 SW 384th Street City: Miami
 Phone Number: 305-248-7930 Fax: _____
 Contact Person: Rebecca Zaphir Does your organization currently operate a program at this site (Y/N)? Yes
 Phone Number: 305-255-2399 Age Range: 5-14 Grade Range: K-8th
 E-mail: Rebecca.zaphir@miamidade.gov Age Range: 5-14 Grade Range: K-8th
 PCC Child Care License Status: Site License? Yes _____ No _____
 Does this site keep a waiting list (Y/N)? Yes State if Pending or Not Applied: _____
 Source of After-School Snacks: Agency-Pay: Store Purchase
 Name of Snack: _____
 Vendor/Sponsor/Donor/Other: Chesley Brothers
 After-School Food Other: Agency Pay: Other

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

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/End Dates	Service Dates	Number of Days/Hours/Operations	Hours/Operations	Children with Disabilities	Total Units	Registration Fee/Per Child	Specify Daily, Weekly, Monthly, Season, etc.
After School Days	06/22/11	06/07/12	N/A	4	5	23,500	\$0.00	N/A
Summer Camp 2012	6/11/12	8/17/12	N/A	10	7	5,148	\$0.00	N/A
Legal Holiday		11/01/2011, 2/29/12	2	10	35	70		
Teacher Planning		2011: 9/29, 10/26, 10/19, 2012: 1/23, 2/13, 3/13, 4/13	7	10	35	245		
Thanksgiving/Winter/Spring Breaks		Winter: 12/20-12/23 & 12/27-12/30 (6 days) excluding 12/29/11, 1/2/12) Spring: 3/12-3/19 (8 days)	13	10	35	455		

SITE LOCATION 4

Site Name: Lasure Lake Park IF MDCPS school-based site, list School Name: _____
 Site Address: 29305 Millcreek Road City: Homestead
 Phone Number: 305-248-1527 Fax: _____
 Contact Person: Rebecca Zaphir Does your organization currently operate a program at this site (Y/N)? Yes
 Phone Number: 305-255-2399 Age Range: 5-14 Grade Range: K-8th
 E-mail: Rebecca.zaphir@miamidade.gov Age Range: 5-14 Grade Range: K-8th
 PCC Child Care License Status: Site License? Yes _____ No _____
 Does this site keep a waiting list (Y/N)? Yes State if Pending or Not Applied: _____
 Source of After-School Snacks: Agency-Pay: Store Purchase
 Name of Snack: _____
 Vendor/Sponsor/Donor/Other: Chesley Brothers
 After-School Food Other: Agency Pay: Other

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

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/End Dates	Service Dates	Number of Days/Hours/Operations	Hours/Operations	Children with Disabilities	Total Units	Registration Fee/Per Child	Specify Daily, Weekly, Monthly, Season, etc.
After School Days	06/22/11	06/07/12	N/A	4	5	23,500	\$0.00	N/A
Summer Camp 2012	6/11/12	8/17/12	N/A	10	7	5,148	\$0.00	N/A
Legal Holiday		11/01/2011, 2/20/12	2	10	20	40		
Teacher Planning		2011: 9/29, 10/26, 10/19, 2012: 1/23, 2/13, 3/13, 4/13	7	10	20	140		
Thanksgiving/Winter/Spring Breaks		Winter: 12/20-12/23 & 12/27-12/30 (6 days) excluding 12/29/11, 1/2/12) Spring: 3/12-3/19 (8 days)	13	10	20	260		

SITE LOCATION 5

Site Name: Narajia Park If MDPCS 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 Age Range: 6-14 Grade Range: K-8th
 E-mail: rebecca@mdpcs.org Exemption Letter? Yes State If Pending or Not Applied: _____
 DCF Child Care License Status: Site License? Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? No
 Does this site keep a waiting list (Y/N)? Yes Agency-Pay: State Purchase
 Source of After-School Snacks: _____ Agency-Pay: State Purchase
 Name of Snack _____ Agency-Pay: State Purchase
 Vendor/Sponsor/Donor/Other: _____ Agency-Pay: State Purchase
 After-School Food Other: _____ Agency-Pay: State Purchase

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	General Population	Children with Disabilities	Total	Total Units	Registration Fee - per Child	Fee - Weekly, Monthly, Session, etc.
After-School Days	06/27/12	06/07/12	N/A	180	2pm-6pm	4	70	5	75	13,600	\$0.00	N/A
Saturdays			N/A									N/A
Legal Holiday			11/21/2011, 2/20/12	2	6am-6pm	10	35	35	35	70	\$0.00	N/A
Teacher Planning			2011/9/29, 10/26, 12/13, 2012/1/23, 2/3, 30, 4/6	7	8am-5pm	10	35	35	35	245	\$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter 12/20-12/23 & 12/27-12/30 (8 days excluding 12/26/11, 12/21/12) Spring 3/12-3/16 (5 days)	13	8am-6pm	10	35	35	35	455	\$0.00	N/A
Summer Camp 2012	6/11/12	8/17/12	N/A	35	8am-6pm	10	83	7	90	1,410	\$0.00	N/A

SITE LOCATION 6

Site Name: Goulds (GP) Park If MDPCS 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 Age Range: 6-14 Grade Range: K-8th
 E-mail: rebecca@mdpcs.org Exemption Letter? Yes State If Pending or Not Applied: _____
 DCF Child Care License Status: Site License? Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? NO
 Does this site keep a waiting list (Y/N)? Yes Agency-Pay: State Purchase
 Source of After-School Snacks: _____ Agency-Pay: State Purchase
 Name of Snack _____ Agency-Pay: State Purchase
 Vendor/Sponsor/Donor/Other: _____ Agency-Pay: State Purchase
 After-School Food Other: _____ Agency-Pay: State Purchase

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	General Population	Children with Disabilities	Total	Total Units	Registration Fee - per Child	Fee - Weekly, Monthly, Session, etc.
After School Days	09/22/11	06/07/12	N/A	180			0	0	0	0		
Saturdays												
Legal Holiday												
Teacher Planning												
Thanksgiving/Winter/Spring Breaks												
Summer Camp 2012	6/11/12	8/17/12	N/A	35	8am-6pm	10	248	7	255	4295	\$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.

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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	FICAMICA	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	

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	Staff: Park Service Aide-Seasonal (PSA), Pooled (3766)		Orig Unemp	Amend Unemp
							Orig Insur	Amend Insur		
100.00%	108,300	108,300	8,285	8,285	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%

Miami Dade County Park and Recreation Department

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
100.00%	35,557	35,557	2,721	2,721	0	0	0	0	0	0	0	0

Position: Pooled Recreation Leader (4394) Staff: Recreation Leader (RL), Pooled (3767)

Original Budget Narratives:

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 \$ 1,434 (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 \$ 3,526 (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
24.23%	14,853	14,853	1,139	1,139	0	0	0	0	0	0	0	0

Position: PRM / P & R Wellness & Fitness (A) (4379) Staff: Summer, Pennell (2356)

Original Budget Narratives:

8/24/2011 8/19/2011 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 \$ 14,853

Payment is on a bi-weekly basis.

Total Program Allocation: \$14,853

Total CSC Allocation: \$14,853

Miami Dade County Park and Recreation Department
Contract # 1110-1240, Resolution 2011-41

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	PRM / P & R Wellness & Fitness (C) (4398)	Amend Salary	Orig Salary	Amend FICA	Orig FICA	Amend FICA	Orig FICA	Amend Retire	Orig Retire	Amend Retire	Orig Retire	Amend Insur	Orig Insur	Amend WC	Orig WC	Amend Unemp	Orig Unemp
30.00%	15,001	15,001	15,001	1,148	1,148	0	0	0	0	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 \$2,018

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	PRM / P & R Wellness & Fitness (LL) (4399)	Amend Salary	Orig Salary	Amend FICA	Orig FICA	Amend FICA	Orig FICA	Amend Retire	Orig Retire	Amend Retire	Orig Retire	Amend Insur	Orig Insur	Amend WC	Orig WC	Amend Unemp	Orig Unemp
30.00%	14,296	14,296	14,296	1,094	1,094	0	0	0	0	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

Miami Dade County Park and Recreation Department

Payment is on a bi-weekly basis.

Total Program Allocation: \$14,298
 Total CSC Allocation: \$14,298
 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
30.00%	11,413	11,413	873	873	0	0	0	0	0	0	0	0

Staff: Burroughs, Marvin (2357)

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 \$656

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

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
30.00%	13,092	13,092	1,002	1,002	0	0	0	0	0	0	0	0

Staff: Lhomme, Tami (2361)

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 \$10,874

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
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Staff: Jenkins, Victor (2359)

Position: PRM IV (GO) (4456)

5.77%	3,238	3,238	248	248	0	0	0	0	0	0	0	0
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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:

53.21%	505,760	505,760	38,694	38,694	27,109	27,109	0	0	0	0	0	0
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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)	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 8,600 miles=\$5,160. 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

Miami Dade County Park and Recreation Department
 Contract #1110-1240, Resolution 2011-41

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 = \$17,763)

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 35 days = \$7,125). 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=\$87,277)

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:

=152560

Original Budget Narratives:

8/17/2011 Space:

Building Rental Rates for MDPDR 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). Goude: (SC 408 hrs x \$35 per hour=\$14,280).

Amount of Match: \$152,560

Source of Match: MDPDR

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

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	70,801	70,801

Original Budget Calculation:

=70801

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

66

Original Budget Calculation:

=(10960*5)

Original Budget Narratives:

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:

Account #	Account Name	Original Budget	Amended Budget
701	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:		
	=4450		
Original Budget Narratives:			
8/24/2011 8/17/2011			
Other (background screening)/in-kind MDPF:			
Range of \$83 to \$43 per background Check			
After-School: \$43 per check x 20 staff = \$860			
\$23 per check x 20 volunteers = \$660			
Summer 2011 & 2012: \$43 per check x 30 staff = \$1,290			
\$83 per check x 50 volunteers = \$1,650			
Total Program Expense: \$4,460			
Total CSC request: \$0			

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

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
831	Other (admission to field trips)	41,480	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 286 participants=\$8,310			
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			

Miami Dade County Park and Recreation Department
 Contract #1110-1240, Resolution 2011-41

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 Calculations:
=(\$3180-2000)

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:

Expenses 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.

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.	After School		Summer		Justification	
	% 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	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.

Traditional new or staff positions were added in the program budget please add below in the appropriate section and add the link to the program budget	After School		Summer		Justification	
	# 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.

<small>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.</small>	After School		Summer		Qualifications Required Minimum Education & Experience	Justification Description of responsibilities related to the program described in the Activity Tables
	# of Staff	Ratio Yes or No	# of Staff	Ratio Yes or No		
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).

- o 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://ccdhd.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.

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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 aggregated 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	15 th 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	15 th 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.

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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 United 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.

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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.

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](http://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 referendun 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 gouveman amerikin vote an referandom pou ke li Investi byen nan pwogram kap amelioré 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

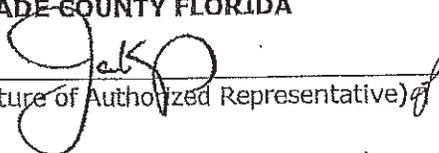
This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

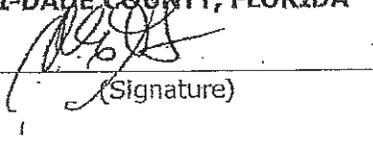
- Attachment A: Scope of Services
- Attachment B: Other Fiscal Requirements, Budget, and Method of Payment
- Attachment C: Programmatic Data and Reporting Requirements
- Attachment D: Program Specific Audit Requirements
- Attachment E: Affidavit for Level 2 Background Screenings, if applicable

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**

**THE CHILDREN'S TRUST
MIAMI-DADE COUNTY, FLORIDA**

By: 
(Signature of Authorized Representative)

by: 
(Signature)

Jack Kardys
Director
(Type/Print Title)

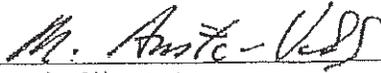
Modesto E. Abety-Gutierrez
President and CEO

Date: _____

Date: 09/19/11

Provider Federal ID# 59-6000573

Approved as to form and legal sufficiency


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
<i>After-School Child Slots</i>	115
<i>After-School Children With Disabilities Slots</i>	115
<i>Summer Child Slots</i>	115
<i>Summer Children With Disabilities Slots</i>	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 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 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	<p>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.</p>	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 30 minutes 42 weeks
Fitness	<p>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.</p>	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 30 minutes 42 weeks

	<p>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.</p>			
Social Skills	<p>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.</p> <p>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.</p> <p>Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.</p>	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Weekly 30 minutes 42 weeks
Enrichment	<p>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.</p> <p>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.</p>	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		4 days week 30 minutes 42 weeks
Nutrition	<p>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.</p>	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	<p>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.</p> <p>Each student's IEP is review and used as a guide to group children into similar reading and comprehension levels.</p>	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	<p>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, juggling games, fitness circuits, beanbag activities and relay racing.</p> <p>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.</p> <p>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.</p>	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 60-120 minutes per session 9 weeks
Social Skills	<p>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.</p> <p>Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.</p>	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

	<p>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.</p> <p>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.</p>			
Supervised Free Choice	<p>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.</p> <p>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.</p>	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 1-2.5 hours per session 9 weeks
Family Involvement	<p>One Family Night is held to help promote family involvement where children, family, and program staff can engage in meaningful activities.</p> <p>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.</p>	All program staff		Once - July 1-4 hours
Nutrition	<p>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.</p>	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
Grandon 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

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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.**

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APPENDIX 1:

Program Service Operating Site Table

Program Name: Out-of-School Children with Disabilities Programs

Agency Name: Miami-Dade County Park & Recreation

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 at the cells.

Service Name	Service Start Date	Service End Date	Specific Dates	Hours per Day	Hours of Operation	Days per Week	Children with Disabilities			Average Proposed Sessions	Total Utilization
							General Population	Children with Disabilities	Total		
After School Days 2011-2012	08/27/11	06/07/12	Number of days as per State Statute	180	N/A	N/A	0	115	115	180,000	20,700
Saturdays	8/1/2011	7/31/2012	Includes every Saturday Specify dates below	52	N/A	N/A	0	0	0	0	0
Legal Holiday (Full Day)	N/A	N/A	2011: Sep 5, Nov 11 & 22, Dec 26 2012: Jan 2, Jan 15, Feb 20, May 28 & Jul 4	9	N/A	N/A	0	50	50	2,000	120
Teacher Planning Day (TPD) (Full Day)	N/A	N/A	2011: Sep 29, Oct 26, Dec 19 2012: Jan 23, Feb 3, March 30, April 5, June 8	8	N/A	N/A	0	60	60	7,600	420
Teacher/Staff/Parent/Student (Full Day)	N/A	N/A	Trackback: 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)	14	N/A	N/A	0	60	60	13,000	780
Summer Camp 2012	6/11/2012	8/17/2012	Full Day Types: Aggregated for Data Tracker/Purposes Snacks every day Mon-Fri, except July 4 Holiday	36	36	49	0	135	135	22,000	1,220
<p>Overall Totals: 115, 50, 165, 0, 135, 165, 41,000, 5,680</p>											

This 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 indicate 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 amount 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:

- Agency-Paid Store Purchase
- Agency-Paid Caterer
- DOE/DOH/USDA Reimbursed Store Purchases
- DOE/DOH/USDA Reimbursed Catered
- Miami Dade Community Action Agency
- Miami Dade County Schools
- Other DOE/DOH/USDA Food Sponsor-Identify Below
- Identified Agency Source
- Other Agency Source
- Snacks obtained through Feeding South Florida (formerly Daily Bread Food Bank)
- 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
- 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
- The agency purchases food from local caterer (Publix, Costco, Sysco, etc.). Agency pays for food and is reimbursed by DOE/DOH/USDA
- The agency purchases prepared food from caterer. Agency pays for food and is reimbursed by DOE/DOH/USDA
- Snacks/lunches obtained through Miami-Dade Community Action Agency
- Snacks/lunches obtained through Miami-Dade County Public Schools
- Snacks/lunches obtained through any other DOE/DOH/USDA food sponsor. Identify the sponsor in the space provided.
- Snacks/lunches donated to the program. Identify the donor in the space provided.
- Snacks/lunches obtained through any other source. Identify the source in the space provided.

SITE LOCATION 1

Camp Name: Caral Letatas Park If MDCPS school-based site, list School Name: _____
 Site Address: 13941 SW 120th Street City: Miami Zip Code: 33186
 Phone Number: 305-752-4966 Fax: _____
 Contact Person: Balinda Phillips After School: K-12th Y
 Phone Number: 305-752-4966 Age Range: 6-22 Grade Range: K-12th
 E-mail: balinda@miamidade.gov Age Range: 6-22 Grade Range: K-12th
 DCI 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
 Sources of After-School Snacks: _____ Agency/Party Store Purchase
 Name of Snack _____ Cheney Brothers, Sysco
 Vendor/Sponsor/Donor/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/End Dates	Service Start/End Dates	Number of Days	Hours of Operation	General Population	Children with Disabilities	Total District	Registration Fee	Spec. Daily Fee	Spec. Weekly Fee	Spec. Monthly Fee	Spec. Seasonal Fee
After School Days	06/22/11	06/07/12	100	2:00-5:00pm	4	25	100	\$0.00	\$0.00	N/A	N/A	N/A
Saturdays								N/A	N/A	N/A	N/A	N/A
Legal Holiday			2	8am-5pm	8	10	20	\$0.00	\$0.00	N/A	N/A	N/A
Teacher Planning			7	8am-5pm	8	10	70	\$0.00	\$0.00	N/A	N/A	N/A
Thanksgiving/ Winter/ Spring Breaks			13	8am-5pm	8	30	130	\$0.00	\$0.00	N/A	N/A	N/A
Summer Camp 2012	6/11/2012	8/10/2012	38	8	44	25	1,100	\$0.00	\$0.00	\$0.00	\$0.00	N/A

SITE LOCATION 2

Site Name: Caral Letatas 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 Leiva After School: K-12th Y
 Phone Number: 305-226-1622 Age Range: 6-22 Grade Range: K-12th
 E-mail: leiva@miamidade.gov Age Range: 6-22 Grade Range: K-12th
 DCI 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
 Sources of After-School Snacks: _____ Agency/Party Store Purchase
 Name of Snack _____ Cheney Brothers, Sysco
 Vendor/Sponsor/Donor/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/End Dates	Service Start/End Dates	Number of Days	Hours of Operation	General Population	Children with Disabilities	Total District	Registration Fee	Spec. Daily Fee	Spec. Weekly Fee	Spec. Monthly Fee	Spec. Seasonal Fee
After School Days	08/22/11	06/07/12	130	2-5pm	4	20	150	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Saturdays								N/A	N/A	N/A	N/A	N/A
Legal Holiday			2	8am-5pm	6	10	20	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Teacher Planning			7	8am-5pm	8	10	70	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Thanksgiving/ Winter/ Spring Breaks			13	8am-5pm	8	10	130	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Summer Camp 2012	6/11/2012	8/10/2012	38	8	44	20	1,100	\$0.00	\$0.00	\$0.00	\$0.00	N/A

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

WESTWOOD LAKES PARK
 Site Name: Westwood Lakes Park
 Site Address: 6805 SW 152 Avenue
 Phone Number: 305-380-9106
 Contact Person: Diana Betel
 After School: Summer
 Phone Number: 305-380-9106
 E-mail: dabetel@westwoodpark.com
 DCF Child Care License Status: Site License? Yes
 Does this site keep a waiting list (Y/N)? Y
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: 6-22
 Age Range: 6-22
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: K-12th
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
 After-School Food Other: Miami Dade Community Action Agency

IF MDCPS school-based site, list School Name:
 City: Miami
 Zip Code: 33193

Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: K-12th
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
 After-School Food Other: Miami Dade Community Action Agency

Does this site keep a waiting list (Y/N)? Y
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: K-12th
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
 After-School Food Other: Miami Dade Community Action Agency

Does this site keep a waiting list (Y/N)? Y
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: K-12th
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
 After-School Food Other: Miami Dade Community Action Agency

Does this site keep a waiting list (Y/N)? Y
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: K-12th
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
 After-School Food Other: Miami Dade Community Action Agency

Service Name	Service Start/End Dates	Service Days	Hours of Operation	Grade Range	Age Range	Does your organization currently operate a program at this site (Y/N)?	Source of Summer Camp Lunches & Snacks	Name of Snack Vendor/Sponsor/Donor/Other	After-School Food Other	Number of Children	Children with Disabilities	General Population	Fee per Child	Fee per Family	Fee per Month	Fee per Year	Fee per Family	Fee per Month	Fee per Year
After School Days	08/22/11	06/07/12	N/A	180	2-6pm	4	N/A			20	20	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal Holiday			4/11/2011, 2/20/12	2	8am-6pm	8				10	10	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Teacher Planning			2011/9/29, 10/28, 12/18 2012/1/23, 2/13, 3/20, 4/6 Winter 12/20-12/23 & 12/27-12/30 (5 days) excluding 12/25/11, 1/21/12 Spring 1/23-1/26 (5 days)	7	8am-6pm	8				10	10	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Thanksgiving/Winter/Spring Breaks				13	8am-6pm	8				10	10	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Summer Camp 2012	6/11/2012	8/10/2012	N/A	35	8am-6pm	8				20	20	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

WESTWOOD LAKES PARK
 Site Name: Goulds (CWD) Park
 Site Address: 11350 SW 24th Street
 Phone Number: 305-234-1693
 Contact Person: Judy Cox
 After School: Summer
 Phone Number: 305-234-1673
 E-mail: jcox@westwoodpark.com
 DCF Child Care License Status: Site License? Yes
 Does this site keep a waiting list (Y/N)? Y
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: 6-22
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: 6-22
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
 After-School Food Other: Miami Dade Community Action Agency

IF MDCPS school-based site, list School Name:
 City: Miami
 Zip Code: 33170

Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: 6-22
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: 6-22
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
 After-School Food Other: Miami Dade Community Action Agency

Does this site keep a waiting list (Y/N)? Y
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: 6-22
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: 6-22
 State if pending or Not Applicable: Not Applicable
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 Grade Range: K-12th
 Age Range: 6-22
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 Grade Range: K-12th
 Age Range: 6-22
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
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 Grade Range: K-12th
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 Grade Range: K-12th
 Age Range: 6-22
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
 After-School Food Other: Miami Dade Community Action Agency

Service Name	Service Start/End Dates	Service Days	Hours of Operation	Grade Range	Age Range	Does your organization currently operate a program at this site (Y/N)?	Source of Summer Camp Lunches & Snacks	Name of Snack Vendor/Sponsor/Donor/Other	After-School Food Other	Number of Children	Children with Disabilities	General Population	Fee per Child	Fee per Family	Fee per Month	Fee per Year	Fee per Family	Fee per Month	Fee per Year
After School Days	08/22/11	06/07/12	N/A	180	2-6pm	4	N/A			20	20	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal Holiday			11/11/2011, 2/20/12	2	8am-6pm	8				10	10	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Teacher Planning			2011/9/29, 10/28, 12/18 2012/1/23, 2/13, 3/20, 4/6 Winter 12/20-12/23 & 12/27-12/30 (5 days) excluding 12/25/11, 1/21/12 Spring 1/23-1/26 (5 days)	7	8am-6pm	8				10	10	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Thanksgiving/Winter/Spring Breaks				13	8am-6pm	8				10	10	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Summer Camp 2012	6/11/2012	8/10/2012	N/A	35	8am-6pm	8				20	20	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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 E-mail: jcox@westwoodpark.com
 DCF Child Care License Status: Site License? Yes
 Does this site keep a waiting list (Y/N)? Y
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: 6-22
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 Grade Range: K-12th
 Age Range: 6-22
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
 After-School Food Other: Miami Dade Community Action Agency

IF MDCPS school-based site, list School Name:
 City: Miami
 Zip Code: 33170

Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: 6-22
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-12th
 Age Range: 6-22
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
 After-School Food Other: Miami Dade Community Action Agency

Does this site keep a waiting list (Y/N)? Y
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 Age Range: 6-22
 State if pending or Not Applicable: Not Applicable
 Source of Summer Camp Lunches & Snacks: Agency/Par. Store Purchase
 Name of Snack Vendor/Sponsor/Donor/Other: Cheney Brothers, Syco
 After-School Food Other: Miami Dade Community Action Agency

SITE LOCATION 5

Site Name: Greynolds Park If MDCCPS school-based site, list School Name: _____
 Site Address: 18601 NE 22nd Avenue City: Miami Zip Code: 33160
 Phone Number: 305-592-3079 Fax: _____
 Contact Person: Kimberly Fowler Does your organization currently operate a program at this site (Y/N)? Y
 Phone Number: 305-592-3079 Age Range: 6-22 Grade Range: K-12th
 E-mail: kimberly.fowler@mdccps.org Exemption Letter? Yes State if Pending or Not Applied: _____
 DCJ Child Care License Status: Site License? Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? N
 Source of After-School Snacks: _____
 Name of Snack: _____
 Vendor/Sponsor/Donor/Other: _____
 After-School Food Other: _____

The Children's Trust must approve a change of site location prior to each 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	General Population	Children with Disabilities	Total	Registration Fee	Fee per Child	Specify Daily, Weekly, Monthly, Seasonal, etc.
After-School Days	08/22/11	09/07/12	N/A	180	2-6pm	4	15	15	15	\$0.00	N/A	N/A
Saturdays			N/A	2	8am-6pm	8	10	10	20	\$0.00	N/A	N/A
Legal Holiday			11/11/2011, 2/20/12	2	8am-6pm	8	10	10	20	\$0.00	N/A	N/A
Teacher Planning			2011/9/26, 10/28, 12/19, 2012/1/23, 2/23, 3/30, 4/16	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 (4 days) excluding 12/26/11, 1/12/12, Spring: 3/15-3/16 (2 days)	13	8am-6pm	8	10	10	130	\$0.00	\$0.00	N/A
Summer Camp 2012	6/11/2012	8/10/2012	N/A	35	8-11am	44	15	15	660	\$0.00	\$0.00	N/A

SITE LOCATION 6

Site Name: Tamiami If MDCCPS 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: Ariane Bourzou-Jou Does your organization currently operate a program at this site (Y/N)? Y
 Phone Number: 305-222-2128 Age Range: 6-22 Grade Range: K-12th
 E-mail: ariane@tamiami.org Exemption Letter? Yes State if Pending or Not Applied: _____
 DCJ Child Care License Status: Site License? Do you anticipate you will have openings for the Summer 2012 Camp (Y/N)? N
 Source of After-School Snacks: _____
 Name of Snack: _____
 Vendor/Sponsor/Donor/Other: _____
 After-School Food Other: _____

The Children's Trust must approve a change of site location prior to each 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	General Population	Children with Disabilities	Total	Registration Fee	Fee per Child	Specify Daily, Weekly, Monthly, Seasonal, etc.
After-School Days	08/22/11	09/07/12	N/A	180	2-6pm	4	15	15	15	\$0.00	N/A	N/A
Saturdays			N/A	2	8am-6pm	8	10	10	20	\$0.00	N/A	N/A
Legal Holiday			11/11/2011, 2/20/12	2	8am-6pm	8	10	10	20	\$0.00	N/A	N/A
Teacher Planning			2011/9/29, 10/28, 12/19, 2012/1/23, 2/23, 3/30, 4/16	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 (4 days) excluding 12/26/11, 1/12/12, Spring: 3/15-3/16 (2 days)	13	8am-6pm	8	10	10	130	\$0.00	\$0.00	N/A
Summer Camp 2012	6/11/2012	8/10/2012	N/A	35	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.

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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	

Comprehensive Budget/Amendment Report
Miami Dade County Park - 1110-2120 CWD QOS: Park and Recreation QOS Program for CWD Population
Fiscal Year 11-12 (8/1/11 - 7/31/12)
Contract #: 1110-2120
All Budget Amendments Included

Salary Data	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 (4498)												
100.00%	6,082	6,082	465	465	0	0	0	0	0	0	0	0
Original Budget Narratives:	Staff: Bowers, Linda (2319); Chambers, Wanda (3831)											
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
0.00%	0	0	0	0	23,945	23,945	0	0	0	0	0	0
Original Budget Narratives:	Staff:											
8/30/2011 8/23/2011 FICA/MICA:												
After-School: 7.65% x \$902,101=\$23,111												
Summer 2011 & 2012: 7.65% x \$144,624=\$11,086												
Total Program Expense: \$34,175												
Total CSC request \$34,175												

RETIREMENT:

After-School: $5.36\% \times \$302,101 = \$16,193$
 Summer 2011 & 2012: $5.36\% \times \$144,934 = \$7,752$
 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: $(\$12,820 \times 4.2 \text{ FTE}) = \$53,844$
 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
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Position: Pooled Recreation Leader (RL) (4487)

100.00%	244,818	244,818	18,729	18,729	0	0	0	0	0	0	0	0
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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 \$11,241.80 (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 35 days. = Total \$3,566 (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:

% CSC to Gross

Position: Pooled Recreation Leader (RL-Seasonal) (4496) 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 0 0 0 0 0 0

Original Budget Narratives:

8/24/2011 8/29/2011 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 35 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:

% CSC to Gross 16,671 16,671 1,275 1,275 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Position: Recreation Specialist (TAM) (4493) Staff: Bouza-Job, Arlene (2316)

35.00% 16,671 16,671 1,275 1,275 0 0 0 0 0 0 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 \$13,455

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

Miami Dade County Park and Recreation Department
Contract # 110-2120, Resolution 2011-42/ 2011-51

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
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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 \$2,834

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
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Position:	Recreational Specialist (CM) (4494)						Staff: Crosby, Charmaine (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 \$14.88/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 38 days. = Total \$ 4,228

Miami Dade County Park and Recreation Department

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
100.00%	19,245	19,245	1,472	1,472	0	0	0	0	0	0	0	0

Position: Recreational Specialist (GR) (4495) Staff: Mendoza, Johanna (2807)

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 \$13,265 (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
35.00%	13,315	13,315	1,019	1,019	0	0	0	0	0	0	0	0

Position: Recreational Specialist (WWT) (4491) Staff: Somet, Diana (2317)

Original Budget Narratives:

8/22/2011 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

Miami Dade County Park and Recreation Department
 Contract #1110-2120, Resolution 2011-42/ 2011-51

Summer 2011: Position works 40 hours per week for the agency at \$18.28/hour. Position will devote 14 hrs/wk (35% of time) to the program for 3 weeks. =
Total \$753

Summer 2012: Position works 40 hours per week for the agency at \$18.28/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: \$13,815

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
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Position: Recreational Therapist (CM) (4488)

35.00%	19,758	19,758	1,511	1,511	0	0	0	0	0	0	0	0
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Staff: Phillips, Belinda (2313)

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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 \$2,880

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
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Position: Recreational Therapist (SO) (4489)

Staff: Cox, Jody (2314)

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 \$3,058

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 W/C	Amend W/C	Orig Unemp	Amend Unemp
35.00%	19,758	19,758	1,511	1,511	0	0	0	0	0	0	0	0

Staff: Fowler, Kim (2312)

Position: Recreational Therapist (GR) (4492)

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:

Salary Totals:									
Account #	Account Name	Original Budget	Amended Budget						
87,90%	446,736	446,736	446,736	34,175	34,175	23,945	23,945	23,945	23,945
529	Fringe Benefits (other)	0	0	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:		
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:		
532	Travel (participants)	1,920	1,920
	Original Budget Calculation:		
	=1920		
	Original Budget Narratives:		

0/23/2011 Travel (Participants): Park vehicles are leased from the General Services Administration (GSA). All vehicles are 15 passenger vans with a TCR 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 OSC request: \$1,920

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=\$1,665), 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=\$4,755) (\$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 MDRP):

Building Rental Rates for MDRP 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)

Washwind 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)

Graywinds: (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

Miami Dade County Park and Recreation Department
Contract #1110-2120, Resolution 2011-42/ 2011-51

Source of Match: MDFR
 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:

5/24/2011 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

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 Calculations:

=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 Calculations:

=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 Calculations:

=(67080)

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

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

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

All Other Budget Amendment Narratives:

Account #	Account Name	Original Budget	Amended Budget
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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
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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
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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-Softcost \$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):

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 MDP):

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: \$10,580
 Source of Match: MDP

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

Other Funders		Amount
Funding Organization		352,857
In-Kind Contributions - In-Kind Contributors (Summary)		352,857

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.

Additional rows or positions were added in the Program Budget in case additional positions below in the appropriate section and Adjusted Full-Time Staff in the Program Budget	After School		Summer		Justification	
	# 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.

Additional positions were added in the program to meet special conditions below the appropriate position and added the job to the program budget.	After School		Summer		Qualifications Required Minimum Education & Experience	Justification Description of responsibilities related to the program described in the activity tables.
	# of Staff	Ratio Yes or No	# of Staff	Ratio Yes or No		
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.

In addition to showing staff positions, if any new positions were added to the Program Budget, please add a row below in this appropriate section and adjust the links to the Program Budget.	After School		Summer		Qualifications Required Minimum Education & Experience	Justification - Description of responsibilities related to the program described in the Activity Tables
	# of Staff	Ratio Yes or No	# of Staff	Ratio Yes or No		
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).

- o 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.

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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	15 th 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	15 th 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.

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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 United 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.

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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 B



Officers/Executive Committee

Maria A. Alonso
Chair
Chet Zerlin
Vice Chair
William Diggs
Secretary
Hon. Isaac Salver
Treasurer

Dr. William E. Pelham, Chair
Program Services
Lily de Moya, Chair
Childhood Health and
Development
Laurie W. Nuell, Chair
Human Resources
Dr. Miguel Balsera, At-Large

The Board of Directors

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Kadie R. Black
Alberto M. Carvalho
Susie V. Castillo
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Inson Kim
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Claudia Grillo
Dr. Nora Hernandez-Hendrix
Nelson Hincapie
Marissa Leichter
Dr. Rosa Martin
Roymi Membiela
Dr. Susan Neimand
Trudy Novicki
Hon. Orlando A. Prescott
Manouchéka Thermitus
Evelio Torres
Sharon G. Watson
Com. Juan Zapata

David Lawrence Jr.
Founding Chair

Charles M. Auslander
President & CEO

County Attorney's Office
Legal Counsel

April 17, 2014

Jack Kardys, Director
Miami Dade County Parks Recreation and Open Spaces
275 Northwest Second Avenue, 5th Floor
Miami, Florida 33147

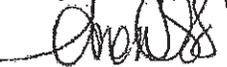
Dear Mr. Kardys:

At the Board of Directors meeting on April 7, 2014 resolution 2014-44 was approved which authorizes The Children's Trust to negotiate and execute two (2) contract renewals for a fourth and final term commencing August 1, 2014 and ending July 31, 2015. These contracts are for a combined annual total not to exceed \$1,470,769.00.

Miami Dade County Parks Recreation and Open Spaces (CWD)	\$628,464.00
Miami Dade County Parks Recreation and Open Spaces (GP)	\$842,305.00
Total	\$1,470,769.00

The Trust is excited to be able to continue to support your efforts to serve the children of Miami-Dade County.

Respectfully,



Ana D. Sánchez, M. Ed.
Contract Administrator

ATTACHMENT C



Officers/Executive Committee

Maria A. Alonso
Chair
Chet Zerlin
Vice Chair
William Diggs
Secretary
Hon. Isaac Salver
Treasurer

Dr. William E. Pelham, Chair
Program Services
Lily de Moya, Chair
Childhood Health and
Development
Laurie W. Nuell, Chair
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Manoucheka Thermitus
Evelio Torres
Sharon G. Watson
Com. Juan Zapata

David Lawrence Jr.
Founding Chair

Charles M. Auslander
President & CEO

County Attorney's Office
Legal Counsel

May 9, 2014

Mr. Jack A. Kardys
Director
Miami Dade County Park and Recreation Department (GP)
275 N.W. Second Street 5th Floor
Miami, Florida 33128

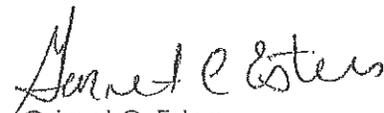
RE: Out-of-School Programs, Contract #1510-1240

Dear Mr. Kardys,

Enclosed are two (2) originals of the Contract between The Children's Trust and Miami Dade County Park and Recreation Department (GP) for the Out-of-School Program. Both copies must be signed by an authorized agent of Miami Dade County Park and Recreation Department (GP) and returned to The Children's Trust for execution.

Please feel free to contact me if you have any questions regarding this matter. We look forward to continuing working with you serving the children of Miami-Dade County.

Respectfully,


Garnet C. Esters
Contract Manager

Enclosures

**FY 2014-2015
CONTRACT NO. 1510-1240
BETWEEN THE CHILDREN'S TRUST
AND MIAMI DADE COUNTY PARKS, RECREATION AND OPEN SPACES 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 Parks, Recreation and Open Spaces Department** hereafter "Provider" whose address is 275 N.W. Second Street, 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, 2014** through **July 31, 2015**, 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

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**, with a required match of **\$0**. 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 Attachment B of this Contract: Other Fiscal Requirements, Budget and Method of Payment.

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 691-73.001, 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 section K of this Contract.

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 conduct 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 tax-exempt status and payment of payroll taxes, as applicable, throughout the term of the contract.

Provider further agrees to provide agency and site(s) information to Switchboard of Miami 211, 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 budgets, invoices, and amendments 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.
- p. Fails to submit an Annual Financial Statement Audit and a Program Specific Audit, as applicable, in accordance with Section O and Attachment D of this contract.
- q. Fails to submit an Audit Engagement Letter for both the Annual Financial Statement Audit and the Program Specific Audit within thirty (30) days after Provider's fiscal year end.

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 financial statements 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 (IRS) tax status determination letter, if applicable; and
- The most recent (two years) IRS 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; and
- IRS form 941: employer's quarterly federal tax return. If required by The Children's Trust, Provider agrees to submit form 941 within thirty (30) calendar days after the quarter ends and if applicable, any state and federal unemployment tax filings. If form 941 and unemployment tax filings reflect a tax liability, then 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 that conform to generally accepted accounting principles (GAAP). 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, final payment has been received and appropriate audits have been submitted to and accepted by The Children's Trust. 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, then 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 Statement Audit

Within 180 days of the close of its fiscal year, Provider's independent certified public accounting firm (CPA) must submit all of the following documents, electronically, to The Children's Trust, which together comprise an annual financial statement audit conducted in accordance with GAAP and standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States (The Yellow Book). The required items are:

- a) An annual financial statement audit, performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation; and
- b) Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit;" and
- c) Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance;" and
- d) Written communication encompassing the requirements of *Government Auditing Standards*, that includes an "Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*;" and
- e) A Single Audit conducted in accordance with OMB Circular A-133, Audit of States, Local Government and Non-Profit Organizations or the Florida Single Audit Act, Florida Statutes 215.97, if applicable; and
- f) A Management Letter; if no Management Letter is prepared by Provider's CPA firm, then the CPA firm must expressly confirm, in writing, that no Management Letter was issued.

If Provider's annual financial statement audit is prepared by the Florida Auditor General, then the due date for submitting the annual financial statement audit, as defined, is 270 days after the close of Provider's fiscal year.

Electronic filing of the annual financial statement audit, as defined, must be sent by Provider's CPA firm to the following e-mail address: audits@thechildrenstrust.org.

Providers that are required to have a Single Audit agree to have their CPA firm submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan, if applicable.

3. Program Specific Audit

Within 180 days of the close of its fiscal year, Providers that are contracted for a combined total of \$100,000 or more from The Children's Trust are required to have their CPA firm submit a program specific audit related to The Children's Trust contracts, electronically, in addition to the annual financial statement audit. The program specific audit shall be performed by an independent CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation, has performed audits under *Government Auditing Standards* and is either a member of the AICPA or FICPA peer review program to include government engagement reviews. This program specific audit must 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.

4. Audit Extensions

Audit extensions may be granted by The Children's Trust upon receipt, in writing, of such request with appropriate justification by Provider and for a period of time not to exceed sixty (60) days after the initial due date. A copy of the engagement letter, along with the anticipated audit completion date and any concerns from Provider's CPA firm related to the audit must accompany the request. Approved extension requests allow for the continuation of payment until such time that the extension expires.

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

In the event that either the annual financial statement audit or the 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 the documents are received and determined to be acceptable by The Children's Trust.

5. Engagement Letters

Audit Engagement Letters are due to The Children's Trust thirty (30) days after Provider's fiscal year end. Provider agrees to submit an engagement letter for both the annual financial statement audit and the program specific audit, electronically, to audits@thechildrenstrust.org. Failure to submit an engagement letter may result in a breach of contract, or other remedy, as deemed appropriate by The Children's Trust.

6. List of Approved Certified Public Accounting Firms

To receive reimbursement for the preparation of the program specific audit, as defined, Provider must choose from a list of approved CPA firms, which are posted on The Children's Trust website. Inclusion in this pre-approved CPA vendor pool requires a CPA firm to meet three (3) criteria, which are enumerated in Attachment B: Other Fiscal Requirements, Budget and Method of Payment.

7. Access to Records

Provider shall permit access to all records including subcontractor records, which relate to this contract at its place of business during regular business hours. Provider agrees to deliver such assistance as may be necessary to facilitate a review or audit by The Children's Trust to ensure 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 work 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 and at The Children's Trust's expense.

8. 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 at 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 remedy all deficiencies cited within the period of time specified in the report.

9. Client Records

Pursuant to Florida Statute 119.071(5), The Children's Trust collects the last four digits of 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); and (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 participant. 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.

10. 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; and (2) authorized time sheets, records and attendance sheets to document the staff time billed to provide Services pursuant to this contract; and (3) daily activity logs and monthly calendars of the provision of Services pursuant to this contract; and (4) training modules; and (5) pre and post session questionnaires; and (6) all participant attendance records; and (7) participant consent and information release forms; and (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 Children's Trust and/or other appropriate agency.

11. 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.

12. Data Security Obligation

Provider shall maintain an appropriate level of data security for the personally identifiable information (PII) Provider is collecting or using in the performance of this Contract. PII is information that can uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify individuals. Provider shall maintain and adhere to a written Data Security Policy that addresses

requirements regarding the protection of PII from unauthorized access and protection against data breaches and ensures Provider is in compliance with applicable federal and state standards with respect to transmission, receipt and storage of PII on Provider's computing network and as paper records. This policy shall address the topics of computer passwords, screensavers that lock computers, securing physical facilities, storing data, data use, data confidentiality agreements, and staff training related to the policy. Additionally, Provider is responsible for 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

13. 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 with 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 http://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 applicable provisions of the Sarbanes-Oxley Act of 2002, including:

- 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 Parks, Recreation and Open Spaces Department OOS Program: 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 Parks, Recreation and Open Spaces Department OOS Program: 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 Parks, Recreation and Open Spaces Department OOS Program :finanse pa "The Children's Trust". Trust la, se yon sous lajan ke gouveman amerikain vote an referandom pou ke' li investi byen nan pwogram kap amelyore 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.

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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:

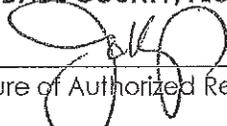
- Attachment A: Scope of Services
- Attachment B: Other Fiscal Requirements, Budget, and Method of Payment
- Attachment C: Programmatic Data and Reporting Requirements
- Attachment D: Program Specific Audit Requirements
- Attachment E: Affidavit for Level 2 Background Screenings, if applicable
- Attachment F: Performance Improvement Plan, 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 Parks, Recreation and Open Spaces Department
MIAMI- DADE COUNTY, FLORIDA**

**THE CHILDREN'S TRUST
MIAMI-DADE COUNTY, FLORIDA**

Handwritten initials

By: 
(Signature of Authorized Representative)

By: _____
(Signature)

Jack Kardys
(Type/Print Name)

Charles M. Auslander

Director
(Type/Print Title)

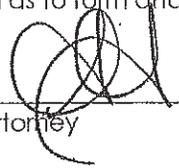
President and CEO

Date: 6/19/14

Date: _____

Provider Federal ID #59-6000573

Approved as to form and legal sufficiency


County Attorney

Date: 5/6/14

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 Parks, Recreation and Open Spaces Department's (MDPROS) Out-of-School Program provides after-school program for 270 general population and 25 children with disabilities and a summer camp for 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
<i>After-School Child Slots</i>	295
<i>After-School Children With Disabilities Slots</i>	25
<i>Summer Child Slots</i>	660
<i>Summer Children With Disabilities Slots</i>	35
a. Participants By Age: Total estimated number of participants to be served by age group	
After-School Children	
After School Children	
<i>Children Age 5 (enrolled in Elementary School)</i>	5
<i>Children Age 6-12 (enrolled in Elementary & Middle School)</i>	270
<i>Children Age 13+ (enrolled in Middle School)</i>	20
Summer Camp Children	
<i>Children Age 5 (enrolled in Elementary School)</i>	30
<i>Children Age 6-12 (enrolled in Elementary & Middle School)</i>	600
<i>Children Age 13+ (enrolled in Middle School)</i>	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. MDPROS serves children with physical, cognitive, emotional, sensory, and social disabilities (i.e. autism, learning disabilities, Down's Syndrome and Attention Deficit Hyperactivity Disorders).

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				
Activity Type	Afterschool Service Name & Description	Facilitators	Site/Group Variance	Frequency/Intensity/Duration/Time
Literacy	<p>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.</p> <p>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.</p>	Certified Teachers, Park Managers, Recreation Leaders, and Park Services Aides		Daily 30 minutes 42 weeks
Fitness	<p>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.</p> <p>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.</p> <p>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.</p>	Park Managers, Recreation Leaders, and Park Services Aides		Daily 30 minutes 42 weeks

Social Skills	<p>PeaceWorks focuses on conflict resolution, social competency, peer mediation, citizenship, and violence prevention. Staff re-directs behavior, teach, encourage, and support healthy social behavior in the form of manners, sharing materials and supplies, and communication among peers and staff.</p> <p>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.</p> <p>Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.</p>	Park Managers, Recreation Leaders, and Park Services Aides		Weekly 30 minutes 42 weeks
Enrichment	<p>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 you, importance of drinking water, and other activities.</p> <p>Activities are modified and adapted as needed to accommodate all children.</p>	Park Managers, Recreation Leaders, and Park Services Aides		4 days week 30 minutes 42 weeks
Nutrition	<p>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. Food is provided by Village Youth Services</p>	All program staff		Daily 15-60 minutes 42 weeks
Supervised Free Choice	<p>Children choose from a variety of options that include board games, sports, indoor/outdoor play, arts/crafts and group/independent reading.</p> <p>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.</p>	Park Managers, Recreation Leaders, and Park Services Aides		Daily 15-60 minutes 42 weeks

Family Involvement	Two (2) 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	Park Managers, Recreation Leaders, and Park Services Aides		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				
Activity Type	Summer Service Name & Description	Facilitators	Site/Group Variance	Frequency/Intensity/Duration/Time
Literacy	<p>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.</p> <p>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.</p>	Certified Teachers, Park Managers, Recreation Leaders, and Park Services Aides		Daily 60 minutes 10 weeks
Fitness	<p>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.</p> <p>Sports development and recreational activities are offered through both individual and team sports.</p>	Park Managers, Recreation Leaders, and Park Services Aides		Daily 60-120 minutes 10 weeks

	<p>Staff encourages fitness, fun, sportsmanship, teamwork, cooperative play, playing fair, rules, consequences, and self-esteem.</p> <p>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.</p>			
Social Skills	<p>PeaceWorks focuses on conflict resolution, social competency, peer mediation, citizenship, and violence prevention. Staff re-directs behavior, teach, encourage, and support healthy social behavior in the form of manners, sharing materials and supplies, and communication among peers and staff.</p> <p>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.</p> <p>Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.</p>	Park Managers, Recreation Leaders, and Park Services Aides		Weekly 60 minutes 10 weeks
Supervised Free Choice	<p>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.</p> <p>Activities are modified and adapted as needed to accommodate all children.</p>	Park Managers, Recreation Leaders, and Park Services Aides		Daily 1-2.5 hours per session 10 weeks
Enrichment	<p>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 you, importance of drinking water, and other activities.</p> <p>Activities are modified and adapted as needed to accommodate all children.</p>	Park Managers, Recreation Leaders, and Park Services Aides		4 days a week 1-2.5 hours per session 10 weeks
Family Involvement	<p>One Family Night is held to help promote family involvement where</p>	Park Managers, Recreation Leaders,		Once - July 1-4 hours

	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.	and Park Services Aides		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. Food is provided by Village Youth Services.	All program staff		Daily 30-60 minutes 10 weeks

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

Field Trips: Summer		Associated Service/Activity	# of Visits
Location			1
Fun City		Social Skills	1
Zoo Miami		Enrichment	1
Bird Bowl		Fitness	1
Super Wheels		Fitness	1
Miami Seaquarium		Enrichment	1
Parrot Jungle & Gardens		Enrichment	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	Utilization Report	At least monthly
Participant Retention / engagement	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 (developed by PeaceWorks)	-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

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	270	18
School Year for Children with Disabilities	25	2
Summer	625	42
Summer for Children with Disabilities	35	2

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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.

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.

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.	After School		Summer			Key Position for Svcs (X)	Qualifications: Required Minimum Education & Experience	Justification Description of responsibilities related to the program described in the Activity Tables
	# of Staff*	Ratio Yes or No	# of Staff*	Ratio Yes or No				
List Full-Time Employees								
PRM / P & R Wellness & Fitness (A)	1	Yes	N/A	N/A		X	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		X	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 / Center Manager(GO)	N/A	N/A	1	Yes		X	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.

PRM / P & R Wellness & Fitness (N)	1	Yes		1	Yes	X	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								
Pooled PRM (C & LEL)	2	Yes		2	Yes	X	Bachelor's degree in Park & Recreation Management or related field. Experience may be substituted for degree on a year to year basis. Experience in planning, organizing, conducting, or supervising park and recreation services. Must possess a driver license.	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, and enrichment and family involvement activities on an as needed basis.
Park Service Aide	18	Yes		42	Yes	X	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	2	Yes		8	Yes	X	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.
List Professional Services/Independent Contractor								
Certified Teachers:								
Certified Teachers	5	No		5	No	X	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.	Must adhere to applicable policies and procedures. 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.

*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.

APPENDIX 1:

Program Service Operating Site Table

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

If MDPCS school-based site, list School Name: _____
 City: Miami
 Zip Code: 33147

Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-8
 Age Range: 6-14
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-8
 Age Range: 6-14
 State if Pending or Not Applicable: N/A

Participating in TCT Meal Program during After-school? (Y/N) N
 Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Source of Summer Camp Food (Meals/Other): Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Source of Summer Camp Food (Meals/Other): Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Source of Summer Camp Food (Meals/Other): Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Source of Summer Camp Food (Meals/Other): Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Service Name	Service Start Date	Service End Date	Hours of Operation per Day	Days	Number of days	Number of Children		Total Units	Registration Fee per Child	Weekly, Monthly, Seasonal, etc.
						General Population	Children with Disabilities			
After-School OYS	08/15/14	06/05/15	2pm-6pm		180	50	5	9300	\$0.00	N/A
Squadrons					0			0		N/A
Legal Delivery					7	20	10	140	\$0.00	N/A
Teacher Planning					13	20	10	260	\$0.00	N/A
Thanksgiving/Winter/Spring Breaks										
Summer Camp 2015										

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

If MDPCS school-based site, list School Name: _____
 City: Miami
 Zip Code: 33142

Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-8
 Age Range: 6-14
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-8
 Age Range: 6-14
 State if Pending or Not Applicable: N

Participating in TCT Meal Program during After-school? (Y/N) N
 Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Source of Summer Camp Food (Meals/Other): Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Source of Summer Camp Food (Meals/Other): Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Source of Summer Camp Food (Meals/Other): Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Service Name	Service Start Date	Service End Date	Hours of Operation per Day	Days	Number of days	Number of Children		Total Units	Registration Fee per Child	Weekly, Monthly, Seasonal, etc.
						General Population	Children with Disabilities			
After-School OYS	08/15/14	06/05/15	2pm-6pm		180	50	5	9300	\$0.00	N/A
Squadrons					0			0		N/A
Legal Delivery					7	20	10	140	\$0.00	N/A
Teacher Planning					13	20	10	260	\$0.00	N/A
Thanksgiving/Winter/Spring Breaks										
Summer Camp 2015										

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

If MDPCS school-based site, list School Name: _____
 City: Miami
 Zip Code: 33142

Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-8
 Age Range: 6-14
 Does your organization currently operate a program at this site (Y/N)? Y
 Grade Range: K-8
 Age Range: 6-14
 State if Pending or Not Applicable: N

Participating in TCT Meal Program during After-school? (Y/N) N
 Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Source of Summer Camp Food (Meals/Other): Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Source of Summer Camp Food (Meals/Other): Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

Source of Summer Camp Food (Meals/Other): Select From Drop Down List
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: N/A

SITE LOCATION 3

Site Name: Club De Mayo Park If NDCPS school-based site, list School Name: _____
 Site Address: 19350 SW 38th Street City: Florida City Zip Code: 33034
 Phone Number: 305-242-7930 Fax: _____
 Contact Person: Salvador Hernandez Does your organization currently operate a program at this site (Y/N)? Y
 Phone Number: 305-242-7930 After School: K-8
 E-mail: salhem@miamidade.gov Summer: K-8
 DCF Child Care License Status: Site License? Exemption Letter? Yes State if Pending or Not Applied: _____
 Do you anticipate you will have openings for the Summer 2015 Camp (Y/N)? N
 Source of Summer Camp Lunches & Snacks: _____
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: _____
 After-School Food (Meals/Other): _____

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 per Day	Hours of Operation	Number of Children		Total Units	Registration Fee	Program Fees (Applicable)
							General Population	Children with Disabilities			
After School Days	08/18/14	06/05/15	N/A	180	4	2pm-6pm	35	5	180	\$0.00	\$0.00
Saturdays				0					0		N/A
Legal Holiday			2014: Sep 1, Nov 11 & 27, Dec 25 2015: Jan 1, Jan 19, Feb 16, May 25	0					0		
Teacher Planning			2014: Sep 25, Oct 24, Nov 04 2015: Jan 15, Feb 17, March 20, April 3	7	10	8am-6pm	35	25	245	\$0.00	\$0.00
Thanksgiving/Winter/Spring Breaks			Winter: 9 days; excluding the New Year holidays Dec 23 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) Spring: March 23 - 27 (5 days)	13	10	8am-6pm	35	35	355	\$0.00	\$0.00
Summer Camp 2015	6/1/2015	6/1/2015	Excludes the July 4th holiday	39	10	8am-6pm	58	7	105	\$0.00	\$0.00

SITE LOCATION 4

Site Name: Leisure Lakes Park If NDCPS school-based site, list School Name: _____
 Site Address: 29305 Illinois Road City: Miami Zip Code: 33033
 Phone Number: 305-248-1527 Fax: _____
 Contact Person: Yamil Ruas Does your organization currently operate a program at this site (Y/N)? _____
 Phone Number: 305-248-1527 After School: K-8
 E-mail: Yivas@miamidade.gov Summer: K-8
 DCF Child Care License Status: Site License? Exemption Letter? Yes State if Pending or Not Applied: _____
 Do you anticipate you will have openings for the Summer 2015 Camp (Y/N)? N
 Source of Summer Camp Lunches & Snacks: _____
 Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: _____
 After-School Food (Meals/Other): _____

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 per Day	Hours of Operation	Number of Children		Total Units	Registration Fee	Program Fees (Applicable)
							General Population	Children with Disabilities			
After School Days	08/18/14	06/05/15	N/A	180	4	2pm-6pm	40	5	180	\$0.00	\$0.00
Saturdays				0					0		N/A
Legal Holiday			2014: Sep 1, Nov 11 & 27, Dec 25 2015: Jan 1, Jan 19, Feb 16, May 25	0					0		
Teacher Planning			2014: Sep 25, Oct 24, Nov 04 2015: Jan 15, Feb 17, March 20, April 3	7	10	8am-6pm	20	20	40	\$0.00	\$0.00
Thanksgiving/Winter/Spring Breaks			Winter: 8 days; excluding the New Year holidays Dec 23 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) Spring: March 23 - 27 (5 days)	13	10	8am-6pm	20	20	260	\$0.00	\$0.00
Summer Camp 2015	6/1/2015	6/1/2015	Excludes the July 4th holiday	39	10	8am-6pm	98	7	135	\$0.00	\$0.00

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 of up to 15% of the total contract value. 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 must include the amount requested and a justification for the request. Advance requests must be submitted using the designated form and must be approved in writing by The Children's Trust Contract Manager and Chief Financial Officer or their designee.

Advance repayment

Advance repayment is due within 60 calendar days of receipt of the advance. Provider shall report the amount of the advance repayment in SAMIS using the "advances/adjustments" button on the SAMIS reimbursement screen. If a provider does not use SAMIS, then they are required to deduct their advance repayment from each invoice, consecutively, until the advance is repaid in full.

Budget amendments/revisions

Budget amendments/revisions require written approval from the Contract Manager and The Children's Trust's Chief Financial Officer or their designee. Request for budget amendments/revisions must be submitted to a Contract Manager using SAMIS, or the appropriate form, as designated by The Children's Trust. All budget amendments/revisions are subject to final approval by The Children's Trust. Budget amendments/revisions cannot be used to increase the total contract amount or to modify the Scope of Services. No more than two (2) budget amendments/revisions may be approved during the contract term. Budget amendment/revision requests must be submitted sixty (60) days prior to the expiration of contract. Budget amendments/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.

List of Approved Certified Public Accountants or Certified Public Accounting Firms

To receive reimbursement for the preparation of the program specific audit, as defined, provider must choose from a list of approved independent Certified Public Accounting (CPA) firms, which are posted on The Children's Trust website. Inclusion in this pre-approved vendor pool requires that a CPA firm meet the following three (3) criteria:

- (a) participation in either the American Institute of Certified Public Accountants (AICPA) or the Florida Institute of Certified Public Accountants (FICPA) peer review program as evidenced by submitting their triennial System Review Report with a passing score to The Children's Trust; and
- (b) providing documentation that a CPA firm, or one of its associates, has adequate experience in governmental accounting and/or nonprofit accounting with the application of Government Auditing Standards; and
- (c) completion of an annual CPA training session sponsored by The Children's Trust finance department.

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 amendments/revisions as set forth in this attachment. Provider also agrees to pay its subcontractors, vendors and employees for the fulfillment of services provided in this contract, on a timely basis.

Invoice Requirements

Provider shall submit an original request for payment, using the format prescribed by The Children's Trust and in accordance with the approved budget or budget amendments/revisions. The Children's Trust will notify Provider if the request for payment should be submitted electronically using SAMIS or by using a paper invoice. 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 for costs paid during the previous month. Every request by Provider for payment for services, work performed or costs paid 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. The Children's Trust reserves the right to request any supporting documentation related to this contract.

If there are subcontractors to this contract, then the Form D: Attestation of Payment must be either uploaded to the SAMIS Document Repository or included in the Request for Payment no later than 30 days after payment to subcontractor. Upon the close of this contract, Provider is required to complete Form E: Close-out Attestation of Payment, which must be either uploaded to the SAMIS Document Repository or included in the Request for Payment no later than 30 days after payment to subcontractor. These forms may be downloaded from The Children's 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.

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, then all rights to payment shall be forfeited.

If The Children's Trust determines that Provider has been paid funds, which are not in accordance with this contract, and to which it is not entitled, then 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 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 CPA firm or The Children's Trust discovers that an overpayment has been made, Provider shall repay the 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, then 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.

A request for payment will be deemed proper as defined by the Florida Prompt Payment Act, if the request complies with the requirements set forth in this contract and is submitted on the forms 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 is used to allocate its costs to ensure that The Children's Trust is paying only its fair share of costs for services, overhead and staffing devoted to the program funded by this contract. Such methodology shall be made available to The Children's Trust upon request.

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Budget Summary Report - Attachment B
Miami Dade County - OOS 1510-1240 MDC P & R
Fiscal Year 14-15 (8/1/14 - 7/31/15)
Contract #: 1510-1240

CSC Program Allocation: \$842,305
 Budget Status: Submitted

Salary Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
511	Regular Salaries and Wages	522,494	522,494	522,494
521	FICA/MICA	39,970	39,970	39,970
522	Retirement Contributions	28,434	28,434	28,434
523	Life and Health Insurance	13,826	0	0
524	Workers Compensation	0	0	0
525	Unemployment Compensation	0	0	0
Salary Totals:		604,724	590,898	590,898

Expense Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
531	Travel (other than participants)	0	0	0
532	Travel (participants)	37,440	37,440	37,440
533	Meals (participants)	0	0	0
534	Space	179,200	0	0
535	Utilities	0	0	0
536	Supplies (office)	5,000	5,000	5,000
537	Supplies (program)	18,000	18,000	18,000
540	Non-Capital Equipment	0	0	0
550	Capital Equipment	0	0	0
591	Indirect Cost	83,604	83,604	83,604
611	Subcontractor	0	0	0
711	Professional Services (instructors)	0	0	0
721	Professional Services (certified teachers)	60,000	60,000	60,000
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)	3,105	0	0
831	Other (admission to field trips)	44,363	44,363	44,363
891	Other (other)	29,328	0	0
529	Fringe Benefits (other)	0	0	0
841	Program Specific Audit	3,000	3,000	3,000
Expense Totals:		463,040	251,407	251,407

Salary and Expense Totals:	1,067,764	842,305	842,305
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**Program Funders
Summary Funders**

Funder Type	Funder	Total	Comment
In-Kind Contributions	In-Kind Contributions (Summary)	225,459	In-Kind Contributions including: Space/Building Rental, Background Screenings, Volunteer Hours, and Percentage of FTE Fringe.
Summary Funder Totals:		225,459.00	

Comprehensive Budget/Amendment Report - Attachment B
Miami Dade County - OOS 1510-1240 MDC P & R
Fiscal Year 14-15 (8/1/14 - 7/31/15)
Contract #: 1510-1240
Original Budget

Salary Data

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Fringe Benefits (4383)												
Staff: Benefits, Fringe (2351)												
Gross:	0	0	0	0	28,434	28,434	13,826	13,826	0	0	0	0
Program:	0	0	0	0	28,434	28,434	13,826	13,826	0	0	0	0
CSC:	0	0	0	0	28,434	28,434	0	0	0	0	0	0

Original Budget Narratives:

Fringe Benefits:
 FICA/MICA (7.65%):
 After-School and Summer Camp: 7.65% x \$522,484=\$39,970

Total Program Expense: \$39,970
 Total CSC request: \$39,970

RETIREMENT (6.95%):

The FTE and PT Year-Round Employees are eligible for Retirement at 6.95%. After-School and Summer Camp: 6.71% x \$409,126=\$28,434

Total Program Expense: \$28,434
 Total CSC request: \$28,434

IN-KIND:

After-School & Summer: Other fringe FTE (Combination of Worker's comp, General Liability, Unemployment, Health, and Flex rate for one FTE=\$12,802. Placed full amount in Life and Health Insurance line item in the In-Kind Budget
 (\$12,802 per FTE * 1.08 FTE=\$13,826)

Total Program Expense: \$13,826
 Total CSC request: \$0
 Amount of In-Kind: \$13,826
 Source of In-Kind: MIDPROS
 Frequency of In-Kind: Bi-Weekly pay periods of \$492.38 x 1.08 FTE x 26 pay periods=\$13,826

Budget Amendment Narratives:

Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Pooled Park Service Aide (4394)												
Staff: Park Service Aide (PSA), Pooled (3765)			28,166	28,166	0	0	0	0	0	0	0	0
Gross:	368,179	368,179	28,166	28,166	0	0	0	0	0	0	0	0
Program:	368,179	368,179	28,166	28,166	0	0	0	0	0	0	0	0
CSC:	368,179	368,179	28,166	28,166	0	0	0	0	0	0	0	0

Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation			
				Hrs/Week	Amt	Orig Insur	Amend Insur	Hrs/Week	Amt	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Summer	42	11.28	10.00	40.00	189,504	0	0	0.00	0	0	0	0	
School Year Full Day	18	11.28	4.00	40.00	32,486	0	0	0.00	0	0	0	0	
School Year	18	11.28	36.00	20.00	146,189	0	0	0.00	0	0	0	0	
Summer	42	11.28	10.00	0.00	0	0	0	40.00	189,504	32,486	0	0	
School Year Full Day	18	11.28	4.00	0.00	0	0	0	40.00	146,189	32,486	0	0	
School Year	18	11.28	36.00	0.00	0	0	0	20.00	368,179	368,179	0	0	
Total Distribution to Program Salary				100%	368,179	100%	368,179	100%	100%	0%	0%	0%	
Percentage of Distribution to Gross Salary													

Original Budget Narratives:

Pooled-Park Service Aide (PSA):
 Work Status: Part Time
 Payroll Frequency: Bi-Weekly
 Source/Frequency of Match: N/A
 Wage Range: \$11.28/hr
 Number of Positions Represented: 42

Budget Amendment Narratives:

Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Pooled Recreation Leader (4394)												
Staff: Recreation Leader (RL), Pooled (3767)												

Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation		
				Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	
Summer	2	15.13	10.00	0	40.00	12,104	0	0	0	0	0	
School Year Full Day	2	15.13	4.00	0	40.00	4,842	0	0	0	0	0	
School Year	2	15.13	36.00	0	25.00	27,234	0	0	0	0	0	
Summer	2	15.13	10.00	40.00	0.00	12,104	0	0	0	0	0	
School Year Full Day	2	15.13	4.00	40.00	0.00	4,842	0	0	0	0	0	
School Year	2	15.13	36.00	25.00	0.00	27,234	0	0	0	0	0	
Total Distribution to Program Salary				100%	44,180	100%	44,180	100%	0	0%	0	
Percentage of Distribution to Gross Salary												
				100%		100%		100%		0%		

Original Budget Narratives:

Pooled Park Manager 1 (PRM1);
 Work Status: Part Time
 Payroll Frequency: Bi-Weekly
 Type of Match: N/A
 Wage Range: \$15.13
 Numbers of Positions Represented: 2

Budget Amendment Narratives:

Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
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PRM / P & R Wellness & Fitness (A) (4379)

Staff:	Summer, Pernel (2356)	52,499	52,499	4,017	4,017	0	0	0	0	0	0	0
Gross:		15,144	15,144	1,158	1,158	0	0	0	0	0	0	0
Program:		15,144	15,144	1,158	1,158	0	0	0	0	0	0	0
CSC:		15,144	15,144	1,158	1,158	0	0	0	0	0	0	0

Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation		
				Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	
School Year Full Day	1	25.24	4.00	0	0	15.00	1,514					
School Year	1	25.24	36.00	0	0	15.00	13,630					
School Year Full Day	1	25.24	4.00	1,514	0	0.00	0					
School Year	1	25.24	36.00	13,630	0	0.00	0					
Total Distribution to Program Salary				15,144	15,144	100%	15,144	0%				
Percentage of Distribution to Gross Salary				29%	29%	29%	29%	0%				

Original Budget Narratives:

Work Status: Full Time
 Payroll Frequency: Bi-Weekly
 Source of Match: N/A
 Numbers of Positions Represented: 1

Budget Amendment Narratives:

Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
PRM / P & R Wellness & Fitness (MLK) (4297)												
Staff: Vance, Ariel (7097)												
Gross:	30,555	30,555	2,338	2,338	0	0	0	0	0	0	0	0
Program:	11,018	11,018	842	842	0	0	0	0	0	0	0	0
CSC:	11,018	11,018	842	842	0	0	0	0	0	0	0	0

Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation		
				Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	
Summer	1	14.69	10.00	15.00	2,204	0.00	0	0.00	0			
School Year Full Day	1	14.69	4.00	15.00	881	0.00	0	0.00	0			
School Year	1	14.69	36.00	15.00	7,933	0.00	0	0.00	2,204			
Summer	1	14.69	10.00	0.00	0	15.00	881	15.00	0			
School Year Full Day	1	14.69	4.00	0.00	0	15.00	7,933	15.00	0			
School Year	1	14.69	36.00	36%	11,018	100%	11,018	36%	0%			
Total Distribution to Program Salary				36%				36%				
Percentage of Distribution to Gross Salary												0%

Original Budget Narratives:

Work Status: Full Time
 Payroll Frequency: Bi-Weekly
 Source of Match: N/A
 Numbers of Positions Represented: 1

Budget Amendment Narratives:

Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Staff: Lhomme, Tannis (23651)												
Gross:	45,656	45,656	3,493	3,493	0	0	0	0	0	0	0	0
Program:	16,463	16,463	1,259	1,259	0	0	0	0	0	0	0	0
CSC:	16,463	16,463	1,259	1,259	0	0	0	0	0	0	0	0

PRM / P & R Wellness & Fitness (N) (4455)

Original Distribution												
Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation		
				Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	
Summer	1	21.95	10.00	0.00	0	15.00	3,293					
School Year Full Day	1	21.95	4.00	0.00	0	15.00	1,317					
School Year	1	21.95	36.00	0.00	0	15.00	11,853					
Summer	1	21.95	10.00	15.00	3,293	0.00	0					
School Year Full Day	1	21.95	4.00	15.00	1,317	0.00	0					
School Year	1	21.95	36.00	15.00	11,853	0.00	0					
Total Distribution to Program Salary				36%	16,463	100%	16,463			0%		0
Percentage of Distribution to Gross Salary				36%		36%				0%		

Original Budget Narratives:

Work Status: Full Time
 Payroll Frequency: Bi-Weekly
 Source of Match: N/A
 Numbers of Positions Represented: 1

Budget Amendment Narratives:

Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Staff: Jenkins, Victor (2359)												
Gross:	62,650	62,650	4,793	4,793	0	0	0	0	0	0	0	0
Program:	4,518	4,518	346	346	0	0	0	0	0	0	0	0
CSC:	4,518	4,518	346	346	0	0	0	0	0	0	0	0

PRM IV (GO) (4456)

Time Period	# Of People	Rate	Wks Funded	Original Distribution					
				Program Allocation		CSC Allocation		Match Allocation	
				Hrs/Week	Amt	Hrs/Week	Amt		Amt
Summer	1	30.12	10.00	15.00	4,518	0.00	0		
Summer	1	30.12	10.00	0.00	0	15.00	4,518	0%	0
Total Distribution to Program Salary				7%	4,518	100%	4,518	0%	0
Percentage of Distribution to Gross Salary				7%		7%		0%	

Original Budget Narratives:

Work Status: Full Time
 Payroll Frequency: Bi-Weekly
 Source of Match: N/A
 Numbers of Positions Represented: 1

Budget Amendment Narratives:
 Approved Date:

NO Salary Totals

	Percentage of Program Distribution to Gross Salary: 78%				Percentage of CSC Distribution to Gross Salary: 78%			
	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Insur	Amend Insur	Orig WC	Amend WC
Gross:	666,711	666,711	51,006	51,006	13,826	13,826	0	0
Program:	522,494	522,494	39,970	39,970	13,826	13,826	0	0
CSC:	522,494	522,494	39,970	39,970	0	0	0	0

Expense Data

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
529	Fringe Benefits (other)	0	0	0	0

Original Budget Calculation:
 =0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
531	Travel (other than participants)	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
532	Travel (participants)	37,440	37,440	37,440	37,440

Original Budget Calculation:

=(3*7*240)+(2*15*240)+(7*15*240)

Original Budget Narratives:

Travel (participants): Buses are used to transport participants to field trips. Cost is average \$240 per bus. One bus is needed to transport 45 children. Trips will not exceed 5 hours.

After-School: 3 trips x 7 buses x \$240 per bus= \$5,040

Summer 2014: 2 trips x 15 buses x \$240 per bus= \$7,200

Summer 2015: 7 trips x 15 buses x \$240 per bus= \$25,200

Total Program Expense: \$37,440

Total CSC request: \$37,440

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
533	Meals (participants)	0	0	0	0

Original Budget Calculation:

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
334	Space	0	0	179,200	179,200

Original Budget Calculation:

$$=(30800*4)+(14000*4)$$

Original Budget Narratives:

Space (In-Kind):
 Building Rental Rates for MDPROS average \$35.00 per hour

After-School: Arcola Park (AS 720 hrs + FDs 160 hrs x \$35 per hour = \$30,800), Martin Luther King (AS 720 hrs + FDs 160 hrs x \$35 per hour = \$30,800), Leisure Lake (AS 720 hrs + FDs 160 hrs x \$35 per hour = \$30,800), Naranja (AS 720 hrs + FDs 160 hrs x \$35 per hour = \$30,800).

Summer 2013 & 2014: Martin Luther King (SC 400 hrs x \$35 per hour=\$14,000), Leisure Lake (SC 400 hrs x \$35 per hour=\$14,000), Naranja (SC 400 hrs x \$35 per hour=\$14,000), Goulds (SC 400 hrs x \$35 per hour=\$14,000).

Total Program Expense: \$0
 Total CSC request: \$0
 Amount of In-Kind: \$179,200
 Source of In-Kind: MDPROS

In-kind is valued at a \$35/hour rental rate. After-School is valued at: 4hrs/day x 180 days x \$35/hr x 4 site locations. Full Day camps are valued at: 8hrs/day x 20 days x \$35/hr x 4 site locations. Summer Camp is valued at: 8hrs/day x 50 days x \$35/hr x 4 site locations.

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
335	Utilities	0	0	0	0

Original Budget Calculation:

$$=0+0$$

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
536	Supplies (office)	5,000	5,000	5,000	5,000

Original Budget Calculation:

=5000

Original Budget Narratives:

After-School: Routine Office Supplies

Summer 2015: Routine Office Supplies

Total Program Expense: \$5,000

Total CSC request: \$5,000

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
537	Supplies (program)	18,000	18,000	18,000	18,000

Original Budget Calculation:

=(8000)+(1500*5)+(500*5)

Original Budget Narratives:

Supplies (program):

After-School: Purchase of evidence based materials (SPARK, Kidzlit, Peaceworks estimated at \$8,000). Purchase of various program supplies: books, educational materials, board games, puzzles, sport and recreation equipment (\$1,500 per site x 5 sites=\$7,500). Breakdown: (285 children * \$25.42/per child)

Summer 2015: Purchase of various program supplies: books, educational materials, board games, puzzles, sport and recreation equipment) (\$500 per site x 5 sites=\$2,500). Breakdown:(660 children * \$3.79/child)

Total Program Expense: \$18,000

Total CSC request: \$18,000

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
540	Non-Capital Equipment	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
350	Capital Equipment	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
591	Indirect Cost	83,604	83,604	83,604	83,604

Original Budget Calculation:

=83604

Original Budget Narratives:

10% of approved budget

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
611	Subcontractor	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
711	Professional Services (Instructors)	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
721	Professional Services (certified teachers)	60,000	60,000	60,000	60,000

Original Budget Calculation:

$= (20 \times 2 \times 180 \times 5) + (20 \times 2 \times 20 \times 5) + (20 \times 4 \times 11 \times 5) + (20 \times 4 \times 39 \times 5)$

Original Budget Narratives:

Professional Services (certified teachers):

Represents 5 teacher positions (One teacher is \$12,000 x 5 teachers=\$60,000):

After-School: Average of \$20/hr x 2 hrs per day x 180 days x 5 teachers =\$36,000

Full Days: Average of \$20/hr x 2hrs per day x 20 full days x 5 teachers =\$4,000

Summer 2014 (8/1/14 to 8/15/14): Average of \$20/hr x 4 hrs per day x 11 days x 5 teachers =\$4,800

Summer 2015: Average of \$20/hr x 4 hrs per day x 39 days x 5 teachers =\$15,600

Total Program Expense: \$60,000

Total CSC request: \$60,000

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
731	Professional Services (tutors)	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
741	Professional Services (consultants)	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
791	Professional Services (other)	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
811	Other (advertising)	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
821	Other (background screening)	0	0	3,105	3,105

Original Budget Calculation:

$=(33*5)+(43*30)+(33*50)$

Original Budget Narratives:

Other (background screening)

In-Kind MDPROS: Background Check (Range of \$33 to \$43 per)

After-School:

\$33 per check x 5 volunteers = \$165

Summer 2014 & 2015:

\$43 per check x 30 staff = \$1,290

\$33 per check x 50 volunteers = \$1,650

Total Program Expense: \$3,105

Total CSC request: \$0

Amount of In-Kind: \$3,105

Source of In-Kind: MDPROS

Frequency of In-Kind: Occurs upon new hires.

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
831	Other (admission to field trips)	44,363	44,363	44,363	44,363

Original Budget Calculation:

$=(3*6.50*295)+(2*6.50*660)+(7*6.50*660)$

Original Budget Narratives:

Other (admission to field trips):

After-School: 3 trips x average cost of \$6.50 x 295 participants=\$5,752.50

Summer 2014(8/1/14 to 8/15/14): 2 trips x average cost of \$6.50 x 660 participants=\$8,580

Summer 2015: 7 trips x average cost of \$6.50 x 660 participants=\$30,030

Total Program Expense: \$44,363.50
 Total CSC request: \$44,363.50.

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
B41	Program Specific-Audit	3,000	3,000	3,000	3,000

Original Budget Calculation:

=3000

Original Budget Narratives:

Program Specific Audit=\$3,000

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
208	Other (other)	0	0	28,328	29,328

Original Budget Calculation:

=(11.28*600)+(11.28*2000)

Original Budget Narratives:

Other (other)
 In-Kind Volunteer hours:

After-School:
 Approx. 12 volunteers assist throughout the after-school year for an approximate total of 600 hours with direct services. Valued at \$11.28/hr based on dollar value of the hourly rate equivalent.
 (\$11.28 x 600 volunteer hours = \$6,768)

Summer 2013-14:
 Approx. 50 volunteers assist throughout the summer program for an approximate total of 2,000 hours with direct services. Valued at \$11.28/hr based on dollar value of the hourly rate equivalent.
 (\$11.28 x 2,000 volunteer hours = \$22,560)

Total Program Expense: \$0
 Total CSC request: \$0
 Amount of In-Kind: \$29,328
 Source of In-Kind: MDPROS
 Frequency of In-Kind: This In-Kind is valued at \$11.28/hr. After-School is valued at \$11.28/hr x 600 hours, Summer Camp is valued at \$11.28/hr x 2,000 hours.

Budget Amendment Narratives:

Approved Date:

	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
Expense Totals	251,407	251,407	463,040	463,040
Salary and Expense Totals	842,305	842,305	1,067,784	1,067,784

ATTACHMENT C:

Programmatic Data and Reporting Requirements

ATTACHMENT C
PROGRAMMATIC PERFORMANCE AND DATA REPORTING REQUIREMENTS

Provider shall submit to The Children's Trust individual participant demographics, attendance, and performance measures as noted in the Scope of Service (Attachment A). Reporting includes electronic submission of quantity and outcomes data, as well as narrative reports, into The Children's Trust web-based reporting system. Provider's use of web-based reporting requires mandatory training (provided by The Children's Trust) and a user login name.

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, including the "Quality Standards" for The Children's Trust out-of-school programs found on The Children's Trust website, or requiring "performance improvement plans."

ACTIVITIES

- **Attendance-based activities** are ongoing service activities in which participants are intended generally to receive three or more contacts, and include the core program activities. Provider will report: Demographics of individual participants within seven (7) days of program enrollment and specific dates of contact. Demographics shall be updated regularly when new information is collected (e.g., new address, grade level).
- An approved Schedule of Activities is to be posted in a visible location at each service site. 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. Provider will ensure that approximately 75% of the program's operating hours are accounted for in planned program activities described in Attachment A.
- 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. Provider may also participate in the Afterschool Meal (supper) program sponsored by The Children's Trust. 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

Demographic information required for primary **CHILD/YOUTH** participants 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:
 - 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)
 - A child of a military family (i.e., member of the child's family who he/she lives with or knows and who is either: 1) an active duty member of the uniformed services; 2) a member of the national guard or reserves; 3) a member or veteran who was severely injured and medically discharged or retired; or 4) a member killed in the line of duty)

Children with Disabilities - The Children's Trust expects all programs to 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.

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

- Medical History and Authorization (including special needs and conditions)
- Emergency Contact Information
- Transportation, Walk Home, and Pick-up Authorizations
- Confidentiality of Client Information
- Signed release of information to The Children's Trust and authorization to participate
- Consent to Release Educational Records (if applicable)

PERFORMANCE MEASURES

All contractual performance measures are specified within Attachment A (Scope of Services), along with the specific targets to be achieved (i.e., target numbers and percentages). Below are key definitions related to how the contract's performance will be analyzed.

How much are you doing?

- **Recruitment/Enrollment** - 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. 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.
- **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 for afterschool and 30+ calendar days of program enrollment for summer. At the end of the school year, 95% of children are required to have matched sets. By the end of summer camp, 90% of children are required to have matched sets.
 - **Testing Guidelines** ensure that all assessments are given at the appropriate time intervals. The Trust recommends that tests are administered during specific windows of time, and assessments for all contracted outcomes should be given based on these time frames. All children with at least one day of attendance during a test administration timeframe should 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 6th.
 - 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. If provider chooses this option re-entering testing information for each participant is required.
 - Summer Post-test: Test during the final 14 calendar days of summer camp. Furthermore, children leaving the program before its completion should be post-tested, if prior notice is given.

How well are you doing?

- **Engagement** - Refers to the percentage 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 30 calendar days will be included in the school year engagement calculation.
- **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 must administer the satisfaction surveys from The Children's Trust (which can be found at The Children's Trust website). Providers are required to submit a summary of their school year and summer camp survey results through a web-based reporting system.

Is anyone better off?

The purpose of evaluation is to promote improvements in outcome achievement and to facilitate changes in program practices that result in improved outcome achievement. To that end, we expect that all children will be evaluated and that all children (and programs) can improve as a result.

- **Outcomes Achievement** - 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. The Children's Trust research staff and Project RISE are also resources for identifying adaptations and alternate assessments.

CONTRACT PERFORMANCE REVIEWS

A minimum of two performance reviews are conducted annually by Trust staff: an interim review and an annual full review. The interim review process is completed at or prior to the first six months to assess whether the following areas are "on track" or "off track": staffing, activities, recruitment, retention/engagement and participant testing. The interim review is used for the purpose of contract renewal and may also be used for funding determinations, in conjunction with the end of the year score from the previous contract year (if applicable). A full annual performance review is completed following the end of the contract year using three review tools (On-Site Monitoring, Results and Accountability, and Fiscal) to measure success and ensure compliance with the terms of the contract. The overall performance is a measure of three areas: procedural compliance (15% of the score), fiscal compliance (25% of the score), and quality and quantity of services (60% of the score), and it generates a performance score.

QUARTERLY PROGRAM NARRATIVE REPORT

The Program Narrative Report captures a brief report of the program's successes, challenges, and support needed on a quarterly basis (up to five reports total over the contract period for year-round, four reports for afterschool only and one report for summer only). The report will be submitted to The Trust via the web-based reporting system.

TRAINING AND QUALITY IMPROVEMENT

The Children's Trust offers a variety of trainings on important topics to improve service delivery and contract compliance, enhance administrative capacity, and support program and employee development. Provider is **required** to ensure attendance by appropriate agency and/or program staff at the following trainings or re-certifications **annually**: Oral Reading Fluency, Progressive Aerobic Cardiovascular Endurance, New and Renewal Contract Development and Contract Management trainings, Quarterly Provider Meetings, and other topical trainings offered throughout the 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://ccdhs.org/act/about_act/)
The Children's Trust requires that providers attend trainings to become educated about the inclusion of and services for children with disabilities annually. Inclusion of children with disabilities requires that programs be appropriately adapted to meet the needs of all participating children. The All Children Together (ACT) Resource Network is a resource available to providers for technical assistance, mentoring, training and consultation regarding provision of services to children with disabilities.
- Injury Prevention Education and Resources (<http://thechildrenstrust.org/injury-prevention/>)
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 annual 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 Village Youth Services

The Children's Trust requires that Trust-funded out-of-school providers fully participate with The Village Youth Services, Inc., the OOS Food and Nutrition Provider that will be responsible to provide nutritious food (snacks and meals), beverages and food administration support services (monitoring, nutrition education training, etc.). Appropriate provider staff will be required to attend nutrition education and food safety training annually.

REPORTING SUBMISSION AND DATA ENTRY

	Due Date	What to Report in the Web-Based Reporting System
School Year 2014-2015	15 th Day Each Month	- Prior month's attendance data <u>and</u> any new testing data
	October 15, 2014	- Program Narrative Report
	January 31, 2015	- Program Narrative Report - Mid-test data
	April 15, 2015	- Program Narrative Report - Aggregated satisfaction survey responses
	June 15, 2015	- Program Narrative Report - School year Post-test data - School year attendance data
Summer Camp 2015	15 th Day Each Month	- Prior month's attendance data <u>and</u> any new testing data
	September 15, 2015	- Program Narrative Report - Aggregated satisfaction survey responses - Summer camp Post-test data

*If the due date falls on a weekend/holiday, then reports are due the following business day.

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 to facilitate referrals for the duration of this contract term. Evidence of an up to date profile(s) must be provided to the Contract Manager within 30 days from start of services or any time there is a change to key program information (e.g., contact information, service location, hours, program description).

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**ATTACHMENT D
PROGRAM SPECIFIC AUDIT REQUIREMENTS**

The Program Specific Audit must encompass an audit of The Children's Trust contracts in accordance with section O3: Program Specific Audit of this contract. The comprehensive nature of auditing performed in accordance with the standards set forth below places on the independent certified public accounting firm (CPA) the responsibility for ensuring that (1) the audit is conducted by personnel who have the necessary skills; and (2) independence is maintained; and (3) applicable standards are followed in planning and conducting audits and reporting the results; and (4) the organization has an appropriate internal quality control system in place; and (5) the organization undergoes an external quality control review.

Program Specific Audits must be conducted in compliance with AU-C 935 and Statement on Auditing Standards No. 117 (SAS 117) and are required to include performing tests of controls over compliance.

Beyond the requirements of SAS 117, an auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance; and in doing so, the assessed control risk must be set at low.

The Program Specific Audit requires the following components (a sample format may be found on The Children's Trust website):

- a. Independent Auditor's Report on the Schedule of Expenditures of The Children's Trust Contracts; and
- b. Schedule of Expenditures of The Children's Trust Contracts; and
- c. Notes to Schedule; and
- d. Independent Auditor's Report on Compliance for each of The Children's Trust Contracts and Report on Internal Control over Compliance; and
- e. Schedule of Findings and Questioned Costs.

At a minimum, the auditor must include the following tests in their audit program to ensure that the compliance requirements set forth in The Children's Trust compliance supplement are met. They are:

The Children's Trust Compliance Supplement to the Program Specific Audit:

Compliance Requirement	Program Specific Audit Implication	Example
a). Activities Allowed or Un-allowed	1). Requires that activities purchased and paid with The Children's Trust funds are listed in the contractual Scope of Services, AND/OR 2). Requires that activities purchased and paid with The Children's Trust funds are listed in the contractual budget narrative or a contractual budget amendment/revision narrative.	A). If Provider asks to be reimbursed for 6 field trips to teach children social skills, then were those field trips enumerated in either the contractual budget narrative or the contractual Scope of Services?

Compliance Requirement	Program Specific Audit Implication	Example
b). Allowable Costs	1). Requires that the nature and type of costs paid are in agreement with nature and type of costs listed in the contractual budget and/or budget amendment/revision.	<p>A). If the contractual budget, lists a Program Coordinator position at \$25.00/hour, then does the provider actually pay and charge The Children's Trust \$25.00/hour?</p> <p>B). If the contractual budget, lists a Program Coordinator's position, with dedicated time charged to The Children's Trust program of 25%, then does the provider keep records of an employee's time to substantiate that 25% of time was in fact earned and charged to The Children's Trust program?</p> <p>C). If an invoice is submitted to The Children's Trust that includes a charge for food for end of year parties and celebrations, is that cost allowable per The Children's Trust budget guidelines? Food costs for end of year celebrations are NOT allowable per The Children's Trust budget guidelines</p>
c). Cash Management	1). With the exception of the last month of the contract period, do monthly invoices represent cost actually paid during the contract period (cash basis), rather than costs incurred or accrued.	<p>A). If payroll is paid on 3/31, is it included in March's reimbursement?</p> <p>B). If payroll is paid on 4/1, but represents time charged in March, is it included in April's reimbursement?</p>
d). Period of Availability	1). Requires Provider to charge The Children's Trust grant with only allowable costs resulting from obligations incurred during the funding period.	A). If the active contract period extends from 8/1/14 through 7/31/15, and Provider expends \$250.00 for office supplies on 9/30/14, does that expenditure apply to the active contract period?
e). Reporting	1). Requires Provider to submit proper fiscal reports, on an annual and monthly basis, in accordance with established deadlines.	A). Monthly Invoices must be submitted to The Children's Trust by the 15 th day of the month following the month in which expenditures were incurred. For example, an invoice for the period of March 1 through March 31 st must be submitted by April 15 th .

Compliance Requirement	Program Specific Audit Implication	Example
Internal Controls	1). Requires that beyond the requirements of SAS 117, an auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance; and in doing so; the assessed <u>control risk must be set at low.</u>	
Special Provisions	1). Compliance requirements related to programmatic contract expectations (i.e., children served, level of effort, background checks, etc.) should NOT be tested as part of The Children's Trust Program Specific Audit.	

Audit procedures must also include:

- 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 amendments/revisions.
- b. Testing to ensure that no double billing has occurred (i.e. billing under The Children's Trust contract for 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 for the supplanting of funds.
- g. Testing of match funding, if required.
- h. 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.
- i. Testing the controls over compliance beyond Statement on Auditing Standards No. 117, which means that an auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance; and in doing so, the assessed control risk must be set at low.

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 audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the Program Specific Audit requirements listed in The Children's Trust contract.

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**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 Miami Dade County Parks, Recreation and Open Spaces Department, 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 _____, 20__ 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 D



Officers/Executive Committee

Aria A. Alonso
Chair
Robert Zerlin
Vice Chair
William Diggs
Secretary
Hon. Isaac Salver
Treasurer

William E. Pelham, Chair
Program Services
Yolanda de Moya, Chair
Childhood Health and
Development
Laurie W. Nuell, Chair
Human Resources
Miguel Balsera, At-Large

Board of Directors

Donald I. Bierman
Dodie R. Black
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Lynyan Cuadra
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Lorria Flakes
Loren Kim
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Thomas V. Gammon
Audia Grillo
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Elson Hincapie
Christina Leichter
Hon. Rosa Martin
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Lanoucheka Thermitus
Lorello Torres
Liamon G. Watson
Hon. Juan Zapata

David Lawrence Jr.
Founding Chair

Charles M. Auslander
President & CEO

County Attorney's Office
Legal Counsel

May 9, 2014

Mr. Jack A. Kardys
Director
Miami Dade County Park and Recreation Department –SN (CWD)
275 N.W. Second Street 5th Floor
Miami, Florida 33128

RE: Out-of-School Programs, Contract #1510-2120

Dear Mr. Kardys,

Enclosed are two (2) originals of the Contract between The Children's Trust and Miami Dade County Park and Recreation Department –SN (CWD) for the Out-of-School Program. Both copies must be signed by an authorized agent of Miami Dade County Park and Recreation Department –SN (CWD) and returned to The Children's Trust for execution.

Please feel free to contact me if you have any questions regarding this matter. We look forward to continuing working with you serving the children of Miami-Dade County.

Respectfully,


Garnet C. Esters
Contract Manager

Enclosures

FY 2014-2015
CONTRACT NO. 1510-2120
BETWEEN THE CHILDREN'S TRUST
AND MIAMI DADE COUNTY PARKS, RECREATION AND OPEN SPACES 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 Parks, Recreation and Open Spaces Department** hereafter "Provider" whose address is 275 N.W. Second Street, 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, 2014** through **July 31, 2015**, 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

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**, with a required match of \$0. 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 Attachment B of this Contract: Other Fiscal Requirements, Budget and Method of Payment.

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 section K of this Contract.

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 conduct 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 tax-exempt status and payment of payroll taxes, as applicable, throughout the term of the contract.

Provider further agrees to provide agency and site(s) information to Switchboard of Miami 211, 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 budgets, invoices, and amendments 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.
- p. Fails to submit an Annual Financial Statement Audit and a Program Specific Audit, as applicable, in accordance with Section O and Attachment D of this contract.
- q. Fails to submit an Audit Engagement Letter for both the Annual Financial Statement Audit and the Program Specific Audit within thirty (30) days after Provider's fiscal year end.

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 financial statements 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 (IRS) tax status determination letter, if applicable; and
- The most recent (two years) IRS 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; and
- IRS form 941: employer's quarterly federal tax return. If required by The Children's Trust, Provider agrees to submit form 941 within thirty (30) calendar days after the quarter ends and if applicable, any state and federal unemployment tax filings. If form 941 and unemployment tax filings reflect a tax liability, then 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 that conform to generally accepted accounting principles (GAAP). 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, final payment has been received and appropriate audits have been submitted to and accepted by The Children's Trust. 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, then 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 Statement Audit

Within 180 days of the close of its fiscal year, Provider's independent certified public accounting firm (CPA) must submit all of the following documents, electronically, to The Children's Trust, which together comprise an annual financial statement audit conducted in accordance with GAAP and standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States (The Yellow Book). The required items are:

- a) An annual financial statement audit, performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation; and
- b) Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit;" and
- c) Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance;" and
- d) Written communication encompassing the requirements of *Government Auditing Standards*, that includes an "Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*;" and
- e) A Single Audit conducted in accordance with OMB Circular A-133, Audit of States, Local Government and Non-Profit Organizations or the Florida Single Audit Act, Florida Statutes 215.97, if applicable; and
- f) A Management Letter; if no Management Letter is prepared by Provider's CPA firm, then the CPA firm must expressly confirm, in writing, that no Management Letter was issued.

If Provider's annual financial statement audit is prepared by the Florida Auditor General, then the due date for submitting the annual financial statement audit, as defined, is 270 days after the close of Provider's fiscal year.

Electronic filing of the annual financial statement audit, as defined, must be sent by Provider's CPA firm to the following e-mail address: audits@thechildrenstrust.org.

Providers that are required to have a Single Audit agree to have their CPA firm submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan, if applicable.

3. Program Specific Audit

Within 180 days of the close of its fiscal year, Providers that are contracted for a combined total of \$100,000 or more from The Children's Trust are required to have their CPA firm submit a program specific audit related to The Children's Trust contracts, electronically, in addition to the annual financial statement audit. The program specific audit shall be performed by an independent CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation, has performed audits under *Government Auditing Standards* and is either a member of the AICPA or FICPA peer review program to include government engagement reviews. This program specific audit must 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.

4. Audit Extensions

Audit extensions may be granted by The Children's Trust upon receipt, in writing, of such request with appropriate justification by Provider and for a period of time not to exceed sixty (60) days after the initial due date. A copy of the engagement letter, along with the anticipated audit completion date and any concerns from Provider's CPA firm related to the audit must accompany the request. Approved extension requests allow for the continuation of payment until such time that the extension expires.

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

In the event that either the annual financial statement audit or the 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 the documents are received and determined to be acceptable by The Children's Trust.

5. Engagement Letters

Audit Engagement Letters are due to The Children's Trust thirty (30) days after Provider's fiscal year end. Provider agrees to submit an engagement letter for both the annual financial statement audit and the program specific audit, electronically, to audits@thechildrenstrust.org. Failure to submit an engagement letter may result in a breach of contract, or other remedy, as deemed appropriate by The Children's Trust.

6. List of Approved Certified Public Accounting Firms

To receive reimbursement for the preparation of the program specific audit, as defined, Provider must choose from a list of approved CPA firms, which are posted on The Children's Trust website. Inclusion in this pre-approved CPA vendor pool requires a CPA firm to meet three (3) criteria, which are enumerated in Attachment B: Other Fiscal Requirements, Budget and Method of Payment.

7. Access to Records

Provider shall permit access to all records including subcontractor records, which relate to this contract at its place of business during regular business hours. Provider agrees to deliver such assistance as may be necessary to facilitate a review or audit by The Children's Trust to ensure 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 work 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 and at The Children's Trust's expense.

8. 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 at 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 remedy all deficiencies cited within the period of time specified in the report.

9. Client Records

Pursuant to Florida Statute 119.071(5), The Children's Trust collects the last four digits of 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); and (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 participant. 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.

10. 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; and (2) authorized time sheets, records and attendance sheets to document the staff time billed to provide Services pursuant to this contract; and (3) daily activity logs and monthly calendars of the provision of Services pursuant to this contract; and (4) training modules; and (5) pre and post session questionnaires; and (6) all participant attendance records; and (7) participant consent and information release forms; and (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 Children's Trust and/or other appropriate agency.

11. 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.

12. Data Security Obligation

Provider shall maintain an appropriate level of data security for the personally identifiable information (PII) Provider is collecting or using in the performance of this Contract. PII is information that can uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify individuals. Provider shall maintain and adhere to a written Data Security Policy that addresses

requirements regarding the protection of PII from unauthorized access and protection against data breaches and ensures Provider is in compliance with applicable federal and state standards with respect to transmission, receipt and storage of PII on Provider's computing network and as paper records. This policy shall address the topics of computer passwords, screensavers that lock computers, securing physical facilities, storing data, data use, data confidentiality agreements, and staff training related to the policy. Additionally, Provider is responsible for 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

13. 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 with 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 http://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 applicable provisions of the Sarbanes-Oxley Act of 2002, including:

- 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 Parks, Recreation and Open Spaces Department OOS Program: 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 Parks, Recreation and Open Spaces Department OOS Program: 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 Parks, Recreation and Open Spaces Department OOS Program: finanse pa "The Children's Trust". Trust la, se yon sous lajan ke gouveman amerikin vote an referandom pou ke' li investi byen nan pwogram kap amelyore 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.

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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
- Attachment F: Performance Improvement Plan, 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 Parks, Recreation and Open Spaces Department
MIAMI- DADE COUNTY, FLORIDA**

DE KWK
EW

By: _____
(Signature of Authorized Representative)

Jack Kardys

(Type/Print Name)

Director

(Type/Print Title)

Date: 6/19/14

**THE CHILDREN'S TRUST
MIAMI-DADE COUNTY, FLORIDA**

By: _____
(Signature)

Charles M. Auslander

President and CEO

Date: _____

Provider Federal ID #59-6000573

Approved as to form and legal sufficiency

County Attorney

Date: 5/6/14

This contract is not valid until signed by both parties.

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 Parks, Recreation and Open Spaces Department's (MDPROS) 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 snack.

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
<i>After-School Child Slots</i>	115
<i>After-School Children With Disabilities Slots</i>	115
<i>Summer Child Slots</i>	115
<i>Summer Children With Disabilities Slots</i>	115
a. Participants By Age: Total estimated number of participants to be served by age group	
<i>After-School Children</i>	
After School Children	
<i>Children Age 5 (enrolled in Elementary School)</i>	0
<i>Children Age 6-12 (enrolled in Elementary & Middle School)</i>	55
<i>Children Age 13+ (enrolled in Middle School)</i>	60
Summer Camp Children	
<i>Children Age 5 (enrolled in Elementary School)</i>	0
<i>Children Age 6-12 (enrolled in Elementary & Middle School)</i>	55
<i>Children Age 13+ (enrolled in Middle School)</i>	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 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 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, 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				
Activity Type	Afterschool Service Name & Description	Facilitators	Site/Group Variance	Frequency/Intensity/Duration/Time
Literacy	<p>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.</p> <p>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.</p>	Certified Teachers with assistance from Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 30 minutes 42 weeks
Fitness	<p>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.</p> <p>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.</p> <p>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.</p>	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 30 minutes 42 weeks

Social Skills	<p>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.</p> <p>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.</p> <p>Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.</p>	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Weekly 30 minutes 42 weeks
Enrichment	<p>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.</p> <p>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.</p>	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. Due to food allergies and specific dietary needs some children may bring their lunch. For students who do not bring their snack/lunch food is provided by Village Youth Services.	All program staff		Daily 15-60 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,	Recreational Specialists and Recreation Leaders		Daily 15-30 minutes 42 weeks

	book holders, page turners, and one-on-one assistance.			
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		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

Activity Type	Summer Service Name & Description	Facilitators	Site/Group Variance	Frequency/Intensity/Duration/Time
Literacy	<p>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.</p> <p>Each student's IEP is review and used as a guide to group children into similar reading and comprehension levels.</p> <p>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.</p>	Certified Teachers with assistance from Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		Daily 60 minutes 9 weeks

<p>Fitness</p>	<p>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.</p> <p>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.</p> <p>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.</p>	<p>Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders</p>		<p>Daily 60-120 minutes 9 weeks</p>
<p>Social Skills</p>	<p>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.</p> <p>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.</p> <p>Activities are modified and adapted as needed to accommodate all children and include sign language interpreters, communication boards, and one-on-one assistance.</p>	<p>Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders</p>		<p>Weekly 60 minutes 9 weeks</p>
<p>Enrichment</p>	<p>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,</p>	<p>Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders</p>		<p>4 days a week 60-120 minutes per session 9 weeks</p>

	<p>healthy hygiene skills (importance of washing hands), various nutrition activities (worksheets, group discussions), picking up after yourself, importance of drinking water, and other activities.</p> <p>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.</p>			
Supervised Free Choice	<p>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.</p> <p>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.</p>	Certified Therapeutic Recreational Specialists and Recreational Specialists/Leaders		<p>Daily 1-2.5 hours 9 weeks</p>
Family Involvement	<p>One Family Night is held to help promote family involvement where children, family, and program staff can engage in meaningful activities.</p> <p>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.</p>	All program staff		<p>Once - July 1-4 hours</p>
Nutrition	<p>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 snack/lunch food is provided by Village Youth Services.</p>	All program staff		<p>Daily 30-60 minutes 9 weeks</p>

Field Trips: School Year

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

Field Trips: Summer

Location	Associated Service/Activity	# of Visits
Miami Seaquarium	Enrichment	1
Parrot Jungle & Gardens	Enrichment	1
Eco Adventures	Fitness	1
Fruit and Spice	Enrichment	1
Bird Bowl	Fitness	1
Miami Children's/Science Museum	Literacy	1
Camp Owaissa Bauer	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	Utilization Report	At least monthly
Participant Retention / engagement	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	1 minute Oral Reading Fluency (ORF)	Pre, Mid, and Post tests	Literacy Activities
End-of-year performance: 90% of children will improve oral reading skills			
Mid-point performance: 75% of children will improve fitness performance	PACER Multi-Stage Shuttle Run	Pre, Mid, and Post tests	Fitness Activities
End-of-year performance: 85% of children will improve fitness performance			
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

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.

-THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK-

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.

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.	After School		Summer		Key Position for Svcs (X)	Justification	
	# 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
Full-Time Employees							
Recreational Therapist (CM)	1	Yes	1	Yes	X	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	X	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	X	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	X	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.
Recreation Therapist (GR)	1	Yes		1	Yes	X	Bachelor's degree in Recreation of 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	X	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.

Part-Time / Seasonal Employees								
Pooled Recreational Specialist (CM, GR, GO, TAM, WWL)	5	Yes		5	Yes	X	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.
Pooled Driver Attendant	2	Yes		2	Yes	X	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.
Pooled Recreation Leaders	14	Yes		21	Yes	X	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.

Professional Services/Independent Contractors								
Certified Teachers								
Certified Teachers	6	No		6	No	X	Current Teacher Certificate	Lead literacy activities using the evidence-based curriculum. Administer ORF Testing; Assist in homework help.
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.	Must adhere to applicable policies and procedures. 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.

* 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.

APPENDIX 1:

Program Service Operating Site Table

Program Name: OOS (CWD) Program-MDPROS

Agency Name: Miami-Dade County Parks, Recreation & Open Spaces

Overall Program Summary - Do not list Overall Program Summary section. Complete site location sections displayed in blue O/C/Y. Remarks are in place to summarize all data.

*This table lists projected dates and number of services days based on the available 2014-2015 school calendar. Dates may be revised based on changes to the MDCPS calendar.

Please do not erase Remarks in the cells.

Service Name	Service Dates	Service Dates (to be specified in site location section below)	Maximum Number of Days	Hours of Operation	Hours per Day	Number of Slots (Children)			Output Utilization Target																																								
						General Population	Children with Disabilities	Truck																																									
After School Days 2014-2015	06/09/13	Number of Days as per State Statute	180	N/A	N/A	0	115	135	20,700																																								
Saturdays	8/1/2014	Includes every Saturday Specify dates below	52	N/A	N/A	0	0	0	0																																								
Labor Holiday (Full Day)	N/A	2014: Sep 7, Nov 11 & 27, Dec 25 2015: Jan 1, Jan 19, Feb 16, May 25	8	N/A	N/A	0	0	0	0																																								
Teacher Planning Day (Full Day)	N/A	2014: Sep 25, Oct 24, Nov 04 2015: Jan 15, Feb 17, March 20, April 3, June 5	8	N/A	N/A	0	70	70	400																																								
Thanksgiving/Christmas/Spring Breaks (Full Day)	N/A	Thanksgiving: Nov 26 (4 day) Winter: 8 days excluding the Christmas & New Year Holidays Dec 25 - Dec 28 (4 days) Dec 29 - Jan 02 (4 days) Spring: March 23 - 27 (5 days)	14	N/A	N/A	0	70	70	910																																								
Summer Camp 2015	8/18/2015	Includes every day Mon-Fri, except July 4 Holiday	39	N/A	N/A	0	155	155	24,000																																								
Full Day Types Applicable for Data Tracker Program																																																	
Total																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Jan 2015</th> <th>Feb 2015</th> <th>Mar 2015</th> <th>Apr 2015</th> <th>May 2015</th> <th>Jun 2015</th> <th>Jul 2015</th> <th>Aug 2015</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Number of Days</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Number of Slots</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Output Utilization</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>											Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Total	Number of Days	0	0	0	0	0	0	0	0	0	Number of Slots	0	0	0	0	0	0	0	0	0	Output Utilization	0	0	0	0	0	0	0	0	0
	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Total																																								
Number of Days	0	0	0	0	0	0	0	0	0																																								
Number of Slots	0	0	0	0	0	0	0	0	0																																								
Output Utilization	0	0	0	0	0	0	0	0	0																																								

**The contract period to which the tables below relate ends July 31, 2015. However, in order for The Children's Trust Data System (SAMIS) to calculate utilization rates for the entire Summer Camp 2015, please complete these tables through the intended completion of your entire summer 2015 program. If your program anticipates providing summer camp services beyond the July 31st contract end, please include that information in the column labeled August 2015. Please note, however, that if a direct service expense requested in the Summer 2015 contract budget can not exceed the number of days shown for the months of June & July. Expenses for Summer Camp days in August 2015, will be included in the 2015/2016 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 Sources Key to be used below:

- Snacks obtained through Villages Youth Services, funded by The Children's Trust
- Agency pays: Store Purchase
- The agency purchases prepared food from local stores (Publix, Costco, Sysco, etc.). Agency pays for food using Trust funding, other funding or donations, or agency cash and is not reimbursed by DOE/DOH/USDA
- Agency pays: Caterer
- DOE/DOH/USDA Reimbursed: Store Purchased
- DOE/DOH/USDA Reimbursed: Catered
- The agency purchases prepared food from local stores (Publix, Costco, Sysco, etc.). Agency pays for food and is reimbursed by DOE/DOH/USDA
- The agency purchases prepared food from caterer. Agency pays for food and is reimbursed by DOE/DOH/USDA
- Miami Dade Community Action Agency or Village Youth Services
- Snacks/ lunches/other meals obtained through Miami-Dade Community Action Agency or Village Youth Services (primarily in summer); does not include The Trust's After-School Meal Program.
- 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: Coral Estates Park
 Site Address: 1405 SW 97th Avenue
 Phone Number: 305-226-1622
 Contact Person: Celia Leyva
 Phone Number: 305-226-1622
 E-mail: leyva@miamidade.gov
 DCF Child Care License Status: Summer
 Does this site keep a waiting list (Y/N)? Y
 Does this site have openings for the Summer 2015 Camp (Y/N)? N
 Does your organization currently operate a program at this site (Y/N)? Y
 Age Range: 6-22
 Grade Range: K-12
 Exemption Letter? Yes
 State if Pending or Not Applied:
 City: Miami
 Zip Code: 33186
 Participating in TCT Meal Program during After-school? (Y/N) N
 Participating in TCT Meal Program during After-school? (Y/N) N

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days	Hours of Operation	Hours per Day	Number of Children			Total Units	Contribution per Child	Specify Daily, Weekly, Monthly, Quarterly, etc.
							General Population	Children with Disabilities	Total			
After School Days	08/18/14	06/09/15	N/A	180	2pm-6pm	4	0	0	0	\$0.00	\$0.00	N/A
Summer Camp 2015	6/8/2015	8/7/2015	Excludes the July 4th holiday	39	5	44	0	0	0	\$0.00	\$0.00	N/A
Legal Holiday			2014: Sep 1, Nov 11 & 27, Dec 25 2015: Jan 1, Jan 19, Feb 16, May 25	0			0	0	0	\$0.00	\$0.00	N/A
Teacher Planning			2014: Sep 25, Oct 24, Nov 04 2015: Jan 15, Feb 17, March 20, April 3	7	8am-6pm	10	0	12	84	\$0.00	\$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 8 days; excluding the Christmas & New Year Holidays Dec 22 - Dec 28 (4 days) Dec 29 - Jan 02 (4 days) Spring: March 23 - 27 (5 days)	13	8am-6pm	10	0	42	135	\$0.00	\$0.00	N/A
Summer Camp 2015	6/8/2015	8/7/2015	Excludes the July 4th holiday	39	5	44	0	0	0	\$0.00	\$0.00	N/A

SITE LOCATION 2

Site Name: Coral Estates Park
 Site Address: 1405 SW 97th Avenue
 Phone Number: 305-226-1622
 Contact Person: Celia Leyva
 Phone Number: 305-226-1622
 E-mail: leyva@miamidade.gov
 DCF Child Care License Status: Summer
 Does this site keep a waiting list (Y/N)? Y
 Does your organization currently operate a program at this site (Y/N)? N
 Age Range: 6-22
 Grade Range: K-12
 Exemption Letter? Yes
 State if Pending or Not Applied:
 City: Miami
 Zip Code: 33174
 Participating in TCT Meal Program during After-school? (Y/N) N
 Participating in TCT Meal Program during After-school? (Y/N) N

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days	Hours of Operation	Hours per Day	Number of Children			Total Units	Contribution per Child	Specify Daily, Weekly, Monthly, Quarterly, etc.
							General Population	Children with Disabilities	Total			
After School Days	08/18/14	06/09/15	N/A	180	2pm-6pm	4	0	0	0	\$0.00	\$0.00	N/A
Summer Camp 2015	6/8/2015	8/7/2015	Excludes the July 4th holiday	39	5	44	0	0	0	\$0.00	\$0.00	N/A
Legal Holiday			2014: Sep 1, Nov 11 & 27, Dec 25 2015: Jan 1, Jan 19, Feb 16, May 25	0			0	0	0	\$0.00	\$0.00	N/A
Teacher Planning			2014: Sep 25, Oct 24, Nov 04 2015: Jan 15, Feb 17, March 20, April 3	7	8am-6pm	10	0	9	63	\$0.00	\$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 8 days; excluding the Christmas & New Year Holidays Dec 22 - Dec 28 (4 days) Dec 29 - Jan 02 (4 days) Spring: March 23 - 27 (5 days)	13	8am-6pm	10	0	9	117	\$0.00	\$0.00	N/A
Summer Camp 2015	6/8/2015	8/7/2015	Excludes the July 4th holiday	39	5	44	0	15	15	\$0.00	\$0.00	N/A

SITE LOCATION 3
 Site Name: Westwind Lakes Park
 Site Address: 6805 SW 45th Avenue
 Phone Number: 305-980-9106
 Contact Person: Diana Bonat
 Phone Number: 305-980-9106
 E-mail: dbonat@miamidade.gov
 DCF Child Care License Status: Site License?

IF MDCCS school-based site, list School Name: _____
 City: Miami
 Zip Code: 33193

Does your organization currently operate a program at this site (Y/N)? _____
 Does this site keep a waiting list (Y/N)? _____
 Does this site have openings for the Summer 2015 Camp (Y/N)? _____

Grade Ranges: K-12
 Age Range: 6-22
 Exemption Letter? Yes
 Name of Summer Camp Lunches & Snacks: Provided by Village Youth Services
 Vendor/Sponsor/Donor/Other: Village Youth Services
 Source of Summer Camp Food (Meals/Other): Provided by Village Youth Services

Service Name	Service Start Date	Service End Date	Specific Dates	Number of Days	Hours of Operation Per Day	Number of Children		Registration Fee	Fee per Child	Specialty (Daily, Weekly, Monthly, Specialty, etc.)
						General Population	Children with Disabilities			
After School Days	08/18/14	06/05/15	N/A	180	2pm-6pm	0	20	\$0.00	\$0.00	N/A
Snaturdays										
Legal Holiday			2014: Sep 1, Nov 11 & 27, Dec 25 2015: Jan 1, Jan 19, Feb 16, May 25	0						
Teacher Planning			2014: Sep 25, Oct 24, Nov 04 2015: Jan 16, Feb 17, March 20, April 3	7	8am-6pm	0	12	\$0.00	\$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 6 days including the Children's Winter Days (4 days) Dec 28 - Jan 03 (6 days) Spring: March 23 - 27 (5 days)	13	8am-6pm	0	12	\$0.00	\$0.00	N/A
Summer Camp 2015	5/9/2015	8/7/2015	Excludes the July 4th holiday	39	8am-6pm	0	20	\$0.00	\$0.00	N/A

The Children's Trust must approve a change of this site location prior to each 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.

Participating in TCT Meal Program during After-School? (Y/N) N

SITE LOCATION 4
 Site Name: Goldis Park (CVID)
 Site Address: 11350 SW 216th Street
 Phone Number: 305-234-1673
 Contact Person: Jody Cox
 Phone Number: 305-234-1573
 E-mail: jcox@miamidade.gov
 DCF Child Care License Status: Site License? Y

IF MDCCS school-based site, list School Name: _____
 City: Miami
 Zip Code: 33170

Does your organization currently operate a program at this site (Y/N)? _____
 Does this site keep a waiting list (Y/N)? _____
 Does this site have openings for the Summer 2015 Camp (Y/N)? _____

Grade Ranges: K-12
 Age Range: 6-22
 Exemption Letter? Yes
 Name of Summer Camp Lunches & Snacks: Provided by Village Youth Services
 Vendor/Sponsor/Donor/Other: Village Youth Services
 Source of Summer Camp Food (Meals/Other): Provided by Village Youth Services

Service Name	Service Start Date	Service End Date	Specific Dates	Number of Days	Hours of Operation Per Day	Number of Children		Registration Fee	Fee per Child	Specialty (Daily, Weekly, Monthly, Specialty, etc.)
						General Population	Children with Disabilities			
After School Days	08/18/14	06/05/15	N/A	180	2pm-6pm	0	20	\$0.00	\$0.00	N/A
Snaturdays										
Legal Holiday			2014: Sep 1, Nov 11 & 27, Dec 25 2015: Jan 1, Jan 19, Feb 16, May 25	0						
Teacher Planning			2014: Sep 25, Oct 24, Nov 04 2015: Jan 16, Feb 17, March 20, April 3	7	8am-6pm	0	12	\$0.00	\$0.00	N/A
Thanksgiving/Winter/Spring Breaks			Winter: 6 days including the Children's Winter Days (4 days) Dec 28 - Jan 03 (6 days) Spring: March 23 - 27 (5 days)	13	8am-6pm	0	12	\$0.00	\$0.00	N/A
Summer Camp 2015	6/8/2015	8/7/2015	Excludes the July 4th holiday	39	8am-6pm	0	20	\$0.00	\$0.00	N/A

The Children's Trust must approve a change of this site location prior to each 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.

Participating in TCT Meal Program during After-School? (Y/N) N

SITE LOCATION 5

Site Name: Greynolds Park
 Site Address: 18601 NE 22nd Avenue
 Phone Number: 305-692-3079 Fax: 33160
 Contact Person: Kimberly Fowler
 Phone Number: 305-692-3079 After School: K-12
 E-mail: kfowler@miamidade.gov Summer: K-12
 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
 Name of Snack Provided by Village Youth Services
 Vendor/Sponsor/Donor/Other: Village Youth Services
 After-School Food (Meals/Other): Provided by Village Youth Services

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

If these are changed, 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			Program Fees (if Applicable)		
							General Population	Children with Disabilities	Total	Registration Fee	Fee per Child	
After School Days	08/18/14	08/05/15	N/A	180	2am-6pm	4	0	15	15	\$0.00	\$0.00	N/A
Saturdays			2014: Sep 1, Nov 14, 27, Dec 25 2015: Jan 1, Jan 15, Feb 16, May 25	0			0	0	0			
Legal Holiday			2014: Sep 25, Oct 24, Nov 04 2015: Jan 15, Feb 17, March 20, April 3	7	8am-6pm	10	0	9	9	\$0.00	\$0.00	N/A
Teacher Planning			Winter: 8 days; excluding the Christmas & New Year Holidays Dec 22 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) Spring: March 23 - 27 (5 days)	13	8am-6pm	10	0	9	9	\$0.00	\$0.00	N/A
Thanksgiving/Winter/Spring Breaks												
Summer Camp 2015	6/8/2015	8/7/2015	Excludes the July 4th holiday	39	8am-6pm	10	0	15	15	\$0.00	\$0.00	N/A

SITE LOCATION 6

Site Name: Tamiami Park
 Site Address: 11201 SW 24th Street
 Phone Number: 305-222-2128 Fax: 33165
 Contact Person: Arlene Bouza-Jou
 Phone Number: 305-222-2128 After School: K-12
 E-mail: Arlene@miamidade.gov Summer: K-12
 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
 Name of Snack Provided by Village Youth Services
 Vendor/Sponsor/Donor/Other: Village Youth Services
 After-School Food (Meals/Other): Provided by Village Youth Services

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

If these are changed, 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			Program Fees (if Applicable)		
							General Population	Children with Disabilities	Total	Registration Fee	Fee per Child	
After School Days	06/18/14	06/05/15	N/A	180	2pm-6pm	4	0	25	25	\$0.00	\$0.00	N/A
Saturdays			2014: Sep 1, Nov 11, 27, Dec 25 2015: Jan 1, Jan 15, Feb 16, May 25	0			0	0	0			
Legal Holiday			2014: Sep 25, Oct 24, Nov 04 2015: Jan 15, Feb 17, March 20, April 3	7	8am-6pm	10	0	16	16	\$0.00	\$0.00	N/A
Teacher Planning			Winter: 8 days; excluding the Christmas & New Year Holidays Dec 22 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) Spring: March 23 - 27 (5 days)	13	8am-6pm	10	0	16	16	\$0.00	\$0.00	N/A
Thanksgiving/Winter/Spring Breaks												
Summer Camp 2015	6/8/2015	8/7/2015	Excludes the July 4th holiday	39	8am-6pm	10	0	25	25	\$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 of up to 15% of the total contract value. 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 must include the amount requested and a justification for the request. Advance requests must be submitted using the designated form and must be approved in writing by The Children's Trust Contract Manager and Chief Financial Officer or their designee.

Advance repayment

Advance repayment is due within 60 calendar days of receipt of the advance. Provider shall report the amount of the advance repayment in SAMIS using the "advances/adjustments" button on the SAMIS reimbursement screen. If a provider does not use SAMIS, then they are required to deduct their advance repayment from each invoice, consecutively, until the advance is repaid in full.

Budget amendments/revisions

Budget amendments/revisions require written approval from the Contract Manager and The Children's Trust's Chief Financial Officer or their designee. Request for budget amendments/revisions must be submitted to a Contract Manager using SAMIS, or the appropriate form, as designated by The Children's Trust. All budget amendments/revisions are subject to final approval by The Children's Trust. Budget amendments/revisions cannot be used to increase the total contract amount or to modify the Scope of Services. No more than two (2) budget amendments/revisions may be approved during the contract term. Budget amendment/revision requests must be submitted sixty (60) days prior to the expiration of contract. Budget amendments/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.

List of Approved Certified Public Accountants or Certified Public Accounting Firms

To receive reimbursement for the preparation of the program specific audit, as defined, provider must choose from a list of approved independent Certified Public Accounting (CPA) firms, which are posted on The Children's Trust website. Inclusion in this pre-approved vendor pool requires that a CPA firm meet the following three (3) criteria:

- (a) participation in either the American Institute of Certified Public Accountants (AICPA) or the Florida Institute of Certified Public Accountants (FICPA) peer review program as evidenced by submitting their triennial System Review Report with a passing score to The Children's Trust; and
- (b) providing documentation that a CPA firm, or one of its associates, has adequate experience in governmental accounting and/or nonprofit accounting with the application of Government Auditing Standards; and
- (c) completion of an annual CPA training session sponsored by The Children's Trust finance department.

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 amendments/revisions as set forth in this attachment. Provider also agrees to pay its subcontractors, vendors and employees for the fulfillment of services provided in this contract, on a timely basis.

Invoice Requirements

Provider shall submit an original request for payment, using the format prescribed by The Children's Trust and in accordance with the approved budget or budget amendments/revisions. The Children's Trust will notify Provider if the request for payment should be submitted electronically using SAMIS or by using a paper invoice. 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 for costs paid during the previous month. Every request by Provider for payment for services, work performed or costs paid 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. The Children's Trust reserves the right to request any supporting documentation related to this contract.

If there are subcontractors to this contract, then the Form D: Attestation of Payment must be either uploaded to the SAMIS Document Repository or included in the Request for Payment no later than 30 days after payment to subcontractor. Upon the close of this contract, Provider is required to complete Form E: Close-out Attestation of Payment, which must be either uploaded to the SAMIS Document Repository or included in the Request for Payment no later than 30 days after payment to subcontractor. These forms may be downloaded from The Children's 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.

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, then all rights to payment shall be forfeited.

If The Children's Trust determines that Provider has been paid funds, which are not in accordance with this contract, and to which it is not entitled, then 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 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 CPA firm or The Children's Trust discovers that an overpayment has been made, Provider shall repay the 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, then 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.

A request for payment will be deemed proper as defined by the Florida Prompt Payment Act, if the request complies with the requirements set forth in this contract and is submitted on the forms 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 is used to allocate its costs to ensure that The Children's Trust is paying only its fair share of costs for services, overhead and staffing devoted to the program funded by this contract. Such methodology shall be made available to The Children's Trust upon request.

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Budget Summary Report - Attachment B
Miami Dade County - OOS 1510-2120 CWD MDC P&R CWD
Fiscal Year 14-15 (8/1/14 - 7/31/15)
Contract #: 1510-2120

CSC Program Allocation: \$628,464
 Budget Status: Submitted

Salary Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
511	Regular Salaries and Wages	474,998	474,998	474,998
521	FICA/MICA	36,337	36,337	36,337
522	Retirement Contributions	30,788	30,788	30,788
523	Life and Health Insurance	27,140	0	0
524	Workers Compensation	0	0	0
525	Unemployment Compensation	0	0	0
Salary Totals:		569,263	542,123	542,123

Expense Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
531	Travel (other than participants)	0	0	0
532	Travel (participants)	0	0	0
533	Meals (participants)	0	0	0
534	Space	268,800	0	0
535	Utilities	0	0	0
536	Supplies (office)	2,400	2,400	2,400
537	Supplies (program)	11,000	11,000	11,000
540	Non-Capital Equipment	0	0	0
550	Capital Equipment	0	0	0
591	Indirect Cost	25,541	25,541	25,541
611	Subcontractor	0	0	0
711	Professional Services (instructors)	0	0	0
721	Professional Services (certified teachers)	37,500	37,500	37,500
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)	990	0	0
831	Other (admission to field trips)	6,900	6,900	6,900
891	Other (other)	16,920	0	0
529	Fringe Benefits (other)	0	0	0
841	Program Specific Audit	3,000	3,000	3,000
Expense Totals:		373,051	86,341	86,341

Salary and Expense Totals:

942,314

628,464

628,464

Program Funders
Summary Funders

Funder Type	Funder	Total	Comment
In-Kind Contributions	In-Kind Contributions (Summary)	313,850	In-Kind Contributions including: Space/Building Rental, Background Screenings, Volunteer Hours, and Percentage of FTE Fringe.
Summary Funder Totals:		313,850.00	

Comprehensive Budget/Amendment Report - Attachment B
 Miami Dade County - OOS 1510-2120 CWD MDC P&R CWD
 Fiscal Year 14-15 (8/1/14 - 7/31/15)
 Contract #: 1510-2120
 Original Budget

Salary Data

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Driver Attendant (4496)												
Staff: BOWENS, Linda (2319); Chambers, Wanda (3831); Dopico, Frank (5493); Ferguson, Nathaniel (5492)												
Gross:	5,928	5,928	454	454	0	0	0	0	0	0	0	0
Program:	5,928	5,928	454	454	0	0	0	0	0	0	0	0
CSC:	5,928	5,928	454	454	0	0	0	0	0	0	0	0

Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation		
				Hrs/Week	Amnt	Amnt	Hrs/Week	Amnt	Hrs/Week	Amnt	Amnt	
Summer	2	11.40	9.00	0.00	0	20.00	4,104	0	20.00	4,104		
School Year Full Day	2	11.40	4.00	0.00	0	20.00	1,924	0	20.00	1,924		
Summer	2	11.40	9.00	20.00	4,104	0.00	0	0	0.00	0		
School Year Full Day	2	11.40	4.00	20.00	1,824	0.00	0	0	0.00	0		
Total Distribution to Program Salary				100%	5,928	100%	5,928	0%	0%	5,928	0%	0
Percentage of Distribution to Gross Salary				100%		100%		0%	0%		0%	

Original Budget Narratives:

Pooled Driver Attendant:
 Number of Positions Represented: 2
 Work Status: Part Time
 Payroll Frequency: Bi-Weekly
 Source/Frequency of Match: N/A

Budget Amendment Narratives:
 Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
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Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation		
				Hrs/Week	Amt	Amt	Hrs/Week	Amt	Amt	Amt	Amt	
Summer	19	12.70	9.00	40.00	86,868	0	0.00	0				
School Year Full Day	12	12.70	4.00	40.00	24,384	0	0.00	0				
School Year	12	12.70	36.00	25.00	137,180	0	0.00	0				
Summer	19	12.70	9.00	0.00	0	86,868	40.00	86,868				
School Year Full Day	12	12.70	4.00	0.00	0	24,384	40.00	24,384				
School Year	12	12.70	36.00	0.00	0	137,150	25.00	137,150				
Total Distribution to Program Salary				100%	248,412	0	100%	248,412	0%		0	
Percentage of Distribution to Gross Salary				100%			100%		0%			

Original Budget Narratives:

Pooled Recreation Leader (RL):
 Work Status: Part Time
 Payroll Frequency: Bi-Weekly
 Source/Frequency of Match: N/A
 Wage Range: \$12.70/hr
 Number of Positions Represented: 19

Budget Amendment Narratives:

Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
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Pooled, Recreation Specialist (8583)

Staff: Pooled, Recreation Specialist (5318)

Gross:	107,423	107,423	8,218	8,218	0	0	0	0	0	0	0	0
Program:	107,423	107,423	8,218	8,218	0	0	0	0	0	0	0	0
CSC:	107,423	107,423	8,218	8,218	0	0	0	0	0	0	0	0

Original Distribution										
Time Period	# Of People	Rate	Wks Funded	Program Allocation		CSC Allocation			Match Allocation	
				Hrs/Week	Amt	Hrs/Week	Amt	Amt	Orig Unemp	Amend Unemp
Summer	5	15.13	9.00	0.00	0	40.00	27,234			
School Year Full Day	5	15.13	4.00	0.00	0	40.00	12,104			
School Year	5	15.13	36.00	0.00	0	25.00	68,085			
Summer	5	15.13	9.00	40.00	27,234	0.00	0			
School Year Full Day	5	15.13	4.00	40.00	12,104	0.00	0			
School Year	5	15.13	36.00	25.00	68,085	0.00	0			
Total Distribution to Program Salary				100%	107,423	100%	107,423		0%	0
Percentage of Distribution to Gross Salary				100%		100%			0%	

Original Budget Narratives:

Poolled Recreation Specialist;
 Work Status: Part Time
 Payroll Frequency: Bi-Weekly
 Source/Frequency of Match: N/A
 Wage Range: \$15.13/hr
 Number of Positions Represented: 5

Budget Amendment Narratives:
 Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
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Recreation Specialist (TAM) (4493)

Staff: Bouza-Jou, Arlene (2316)

Gross:	50,149	50,149	3,837	3,837	0	0	0	0	0	0	0	0
Program:	17,721	17,721	1,356	1,356	0	0	0	0	0	0	0	0
CSC:	17,721	17,721	1,356	1,356	0	0	0	0	0	0	0	0

Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation		
				Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	
Summer	1	24.11	9.00	15.00	3,255	0.00	0					
School Year Full Day	1	24.11	4.00	15.00	1,447	0.00	0					
School Year	1	24.11	36.00	15.00	13,019	0.00	0					
Summer	1	24.11	9.00	0.00	0	15.00	3,255					
School Year Full Day	1	24.11	4.00	0.00	0	15.00	1,447					
School Year	1	24.11	36.00	0.00	0	15.00	13,019					
Total Distribution to Program Salary				35%	17,721	100%	17,721			0%	0	
Percentage of Distribution to Gross Salary				35%			35%			0%		

Original Budget Narratives:

Work Status: Full Time
 Payroll Frequency: Bi-Weekly
 Source of Match: N/A
 Numbers of Positions Represented: 1

Budget Amendment Narratives:

Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Recreational Specialist (CE) (4490)												
Staff: Leyva, Celia (3191)												
Gross:	61,921	61,921	4,737	4,737	0	0	0	0	0	0	0	0
Program:	21,881	21,881	1,674	1,674	0	0	0	0	0	0	0	0
CSC:	21,881	21,881	1,674	1,674	0	0	0	0	0	0	0	0

Original Distribution												
Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation		
				Hrs/Week	Amt	Amt	Hrs/Week	Amt	Amt	Hrs/Week	Amt	Amt
Summer	1	29.77	9.00	0.00	0	4,019	15.00	4,019				
School Year Full Day	1	29.77	4.00	0.00	0	1,786	15.00	1,786				
School Year	1	29.77	36.00	0.00	0	16,076	15.00	16,076				
Summer	1	29.77	9.00	15.00	4,019	0	0.00	0				
School Year Full Day	1	29.77	4.00	15.00	1,786	0	0.00	0				
School Year	1	29.77	36.00	15.00	16,076	0	0.00	0				
Total Distribution to Program Salary				35%	21,881	100%	21,881	0%	0			
Percentage of Distribution to Gross Salary				35%		35%		0%				

Original Budget Narratives:

Work Status: Full Time
 Payroll Frequency: Bi-Weekly
 Source of Match: N/A
 Numbers of Positions Represented: 1

Budget Amendment Narratives:

Approved Date:

Position	Orig Salary	Amend. Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Recreational Specialist (WWL) (4491)												
Staff: Bonet, Diana (2317)												
Gross:	39,645	39,645	3,033	3,033	0	0	0	0	0	0	0	0
Program:	14,009	14,009	1,071	1,071	0	0	0	0	0	0	0	0
CSC:	14,009	14,009	1,071	1,071	0	0	0	0	0	0	0	0

Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation		
				Hrs/Week	Amt	Amt	Hrs/Week	Amt	Amt	Amt	Amt	Amt
Summer	1	19.06	9.00	15.00	2,573	0	0.00	0				
School Year Full Day	1	19.06	4.00	15.00	1,144	0	0.00	0				
School Year	1	19.06	36.00	15.00	10,292	0	0.00	0				
Summer	1	19.06	9.00	0.00	0	0	15.00	2,573				
School Year Full Day	1	19.06	4.00	0.00	0	0	15.00	1,144				
School Year	1	19.06	36.00	0.00	0	0	15.00	10,292				
Total Distribution to Program Salary				35%	14,009	100%	14,009	14,009	0%	0		
Percentage of Distribution to Gross Salary				35%		35%			0%			

Original Budget Narratives:

Work Status: Full Time
 Payroll Frequency: Bi-Weekly
 Source of Match: N/A
 Numbers of Positions Represented: 1

Budget Amendment Narratives:
 Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Recreational Therapist (CM) (4488)												
Staff: Phillips, Belinda (2313)												
Gross:	56,805	56,805	4,346	4,346	0	0	0	0	0	0	0	0
Program:	20,073	20,073	1,535	1,535	0	0	0	0	0	0	0	0
CSC:	20,073	20,073	1,535	1,535	0	0	0	0	0	0	0	0

Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation		
				Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	
Summer	1	27.31	9.00	0	0.00	15.00	3,687	0	0	0	0	
School Year Full Day	1	27.31	4.00	0	0.00	15.00	1,639	0	0	0	0	
School Year	1	27.31	36.00	0	0.00	15.00	14,747	0	0	0	0	
Summer	1	27.31	9.00	3,687	15.00	0.00	0	0	0	0	0	
School Year Full Day	1	27.31	4.00	1,639	15.00	0.00	0	0	0	0	0	
School Year	1	27.31	36.00	14,747	15.00	0.00	0	0	0	0	0	
Total Distribution to Program Salary				20,073	35%	100%	20,073	0%	0%	0%	0	
Percentage of Distribution to Gross Salary				35%	35%	35%	35%	0%	0%	0%	0	

Original Budget Narratives:

Work Status: Full Time
 Payroll Frequency: Bi-Weekly
 Source of Match: N/A
 Numbers of Positions Represented: 1

Budget Amendment Narratives:
 Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Recreational Therapist (GO) (4489)												
Staff: Cox, Jody (2314)												
Gross:	72,176	72,176	5,522	5,522	0	0	0	0	0	0	0	0
Program:	25,505	25,505	1,951	1,951	0	0	0	0	0	0	0	0
CSC:	25,505	25,505	1,951	1,951	0	0	0	0	0	0	0	0

Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation			
				Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt
Summer	1	34,70	9,00	15,00	4,685	0,00	0						
School Year Full Day	1	34,70	4,00	15,00	2,082	0,00	0						
School Year	1	34,70	36,00	15,00	18,738	0,00	0						
Summer	1	34,70	9,00	0,00	0	15,00	4,685						
School Year Full Day	1	34,70	4,00	0,00	0	15,00	2,082						
School Year	1	34,70	36,00	0,00	0	15,00	18,738						
Total Distribution to Program Salary				35%	25,505	100%	25,505	0%	0				
Percentage of Distribution to Gross Salary				35%		35%		0%					

Original Budget Narratives:

Work Status: Full Time
 Payroll Frequency: Bi-Weekly
 Source of Match: N/A
 Numbers of Positions Represented: 1

Budget Amendment Narratives:

Approved Date:

Position	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Recreational Therapist (GR) (4492)												
Staff: Johnson, Thera (7201)												
Gross:	39,748	39,748	3,041	3,041	0	0	0	0	0	0	0	0
Program:	14,046	14,046	1,074	1,074	0	0	0	0	0	0	0	0
CSC:	14,046	14,046	1,074	1,074	0	0	0	0	0	0	0	0

Original Distribution											
Time Period	# Of People	Rate	Wks Funded	Program Allocation			CSC Allocation			Match Allocation	
				Hrs/Week	Amt	Hrs/Week	Amt	Hrs/Week	Amt	Amt	Amt
Summer	1	19.11	9.00	0.00	0	15.00	2,560				
School Year Full Day	1	19.11	4.00	0.00	0	15.00	1,147				
School Year	1	19.11	36.00	0.00	0	15.00	10,319				
Summer	1	19.11	9.00	15.00	2,580	0.00	0				
School Year Full Day	1	19.11	4.00	15.00	1,147	0.00	0				
School Year	1	19.11	36.00	15.00	10,319	0.00	0				
Total Distribution to Program Salary				35%	14,046	100%	14,046			0%	0
Percentage of Distribution to Gross Salary				35%				35%		0%	

Original Budget Narratives:

Work Status: Full Time
 Payroll Frequency: Bi-Weekly
 Source of Match: N/A
 Numbers of Positions Represented: 1

Budget Amendment Narratives:

Approved Date:

Salary Totals

	Percentage of Program Distribution to Gross Salary: 70%				Percentage of CSC Distribution to Gross Salary: 70%							
	Orig Salary	Amend Salary	Orig FICA	Amend FICA	Orig Retire	Amend Retire	Orig Insur	Amend Insur	Orig WC	Amend WC	Orig Unemp	Amend Unemp
Gross:	682,207	682,207	52,192	52,192	30,788	30,788	27,140	27,140	0	0	0	0
Program:	474,998	474,998	36,337	36,337	30,788	30,788	27,140	27,140	0	0	0	0
CSC:	474,998	474,998	36,337	36,337	30,788	30,788	0	0	0	0	0	0

Expense Data

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
529	Fringe Benefits (other)	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
531	Travel (other than participants)	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
532	Travel (participants)	0	0	0	0

Original Budget Calculation:

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
533	Meals (participants)	0	0	0	0

Original Budget Calculation:

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
534	Space	0	0	268,800	268,800

Original Budget Calculation:

=(44800*6)

Original Budget Narratives:

Space (In-Kind):
Building Rental Rates for MDPROS average \$35.00 per hour

After-School & Summer Camp 2014 & 15:
Camp Matecumbe: (AS 720hrs + FD 160hrs + SC 400hrs x \$35 per hour=\$44,800)
Coral Estates: (AS 720hrs + FD 160hrs + SC 400hrs x \$35 per hour=\$44,800)
Westwind Lakes: (AS 720hrs + FD 160hrs + SC 400hrs x \$35 per hour=\$44,800)
Goulds: (AS 720hrs + FD 160hrs + SC 400hrs x \$35 per hour=\$44,800)
Glenaholms: (AS 720hrs + FD 160hrs + SC 400hrs x \$35 per hour=\$44,800)
Tavernham: (AS 720hrs + FD 160hrs + SC 400hrs x \$35 per hour=\$44,800)

Total Program Expense: \$0
Total CSC request: \$0
Amount of In-Kind: \$268,800
Source of In-Kind: MDPROS

Frequency of In-Kind: This In-Kind is valued at a \$35/hour rental rate. After-School is valued at 4hrs/day x 180 days x \$35/hr x 6 site locations. Full Day Camps are valued at 8hrs/day x 20 days x \$35/hr x 6 site locations. Summer Camp is valued at 8hrs/day x 50 days x \$35/hr x 6 site locations.

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
535	Utilities	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
536	Supplies (office)	2,400	2,400	2,400	2,400

Original Budget Calculation:

=(400*6)

Original Budget Narratives:

Supplies (office):

After-School: Routine office Supplies

Summer 2015: Routine office Supplies

Total Program Expense: \$2,400

Total CSC request: \$2,400

Budget Amendment Narratives:

Approved Date:

276

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
537	Supplies (program)	11,000	11,000	11,000	11,000

Original Budget Calculation:

=(2000)*(1000*6)*(500*6)

Original Budget Narratives:

Supplies (program):

After-School:

Purchase of Evidence Based materials SPARK, Kidzlit, PeaceWorks (\$2,000).

Various program supplies including: books, educational materials, board games, puzzles, sports and recreation equipment (\$1,000 per site x 6 sites=\$6,000). Breakdown (115 children x \$52.17/child).

Summer 2014 (8/1/14 to 8/15/2014) & 2015:

Various program supplies including: books, educational materials, board games, puzzles, sports and recreation equipment(\$500 per site x 6 sites=\$3,000). Breakdown (115 children x \$26.09/child).

Total Program Expense: \$11,000

Total CSC request: \$11,000

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
540	Non-Capital Equipment	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
550	Capital Equipment	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

277

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
591	Indirect Cost	25,541	25,541	25,541	25,541

Original Budget Calculation:

=25541

Original Budget Narratives:

4% of approved budget

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
611	Subcontractor	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
711	Professional Services (Instructors)	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

278

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
721	Professional Services (certified teachers)	37,500	37,500	37,500	37,500

Original Budget Calculation:

$= (4 \times 40 \times 25 \times 6) + (10 \times 7 \times 25 \times 6)$

Original Budget Narratives:

Professional Services (certified teachers):

Represents 6 Certified Teacher positions (6 teachers x \$6,250 per teacher) = \$37,500

Teachers will provide the delivery of the literacy evidence based curriculum AfterSchool Kidzlit, homework assistance, and literacy enhancement activities (Average \$25/hour).

After-School: 4 hours per week x 40 weeks x average \$25 per hour x 6 Teachers = \$24,000

Summer 2014 (8/1/14 to 8/15/2014): 10 hours per week x 2 weeks x average \$25 per hour x 6 Teachers = \$3,000

Summer 2015: 10 hours per week x 7 weeks x average \$25 per hour x 6 Teachers = \$10,500

Total Program Expense: \$37,500

Total CSC request: \$37,500

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
731	Professional Services (tutors)	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
741	Professional Services (consultants)	0	0	0	0

Original Budget Calculation:

=0+0

279

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
791	Professional Services (other)	0	0	0	0

Original Budget Calculation:

=0+0

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
811	Other (advertising)	0	0	0	0

Original Budget Calculation:
=0+0

Original Budget Narratives:

Budget Amendment Narratives:
Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
821	Other (background screening)	0	0	990	990

Original Budget Calculation:
=(33*10)+(33*20)

Original Budget Narratives:

Other (background screening) In-Kind:

Range of \$33 to \$43 per background Check

After-School: \$33 per check x 10 volunteers = \$330

Summer 2014 & 2016: \$33 per check x 20 volunteers = \$660.00

Total Program Expense: \$990

Total CSC request: \$0

Amount of In-Kind: \$990

Source of In-Kind: MDPROS

Frequency of In-Kind: Occurs upon new hires.

Budget Amendment Narratives:
Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
831	Other (admission to field trips)	6,900	6,900	6,900	6,900

Original Budget Calculation:
=(3*5*115)+(2*5*115)+(7*5*115)

Original Budget Narratives:

Other (Admission to field trips):

After-School: 3 trips X \$5 per trip X 115 kids = \$1,725

Summer 2014 (8/1/14 to 8/15/14): 2 trips x \$5 per trip x 115 kids = \$1,150

Summer 2015: 7 trips X \$5 per trip X 115 kids = \$4,025

Total Program Expense: \$6,900

Total CSC request: \$6,900

Budget Amendment Narratives:

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
841	Program Specific-Audit	3,000	3,000	3,000	3,000
	Original Budget Calculation:				
	=3000				
	Original Budget Narratives:				
	Program Specific-Audit=\$3,000				
	Budget Amendment Narratives:				
	Approved Date:				
Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
891	Other (other)	0	0	16,920	16,920

Original Budget Calculation:

$=(1000 * 11.28) + (500 * 11.28)$

Original Budget Narratives:

Other (other) In-Kind Volunteer Hours:

In-Kind Volunteer Hours:

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 \$11.28/hr based on dollar value of the hourly rate equivalent (1,000 volunteer hours x \$ 11.28/hr = \$11,280).

Summer 2014 & 2015:

An average of 20 volunteers assist throughout the Summer Camp year for an approximate total 500 hours with direct program services. Valued at \$11.28/hr based on dollar value of the hourly rate equivalent (500 volunteer hours x \$ 11.28/hr = \$5,640).

Total Program Expense: \$0
 Total CSC request: \$0
 Amount of In-Kind: \$16,920
 Source of In-Kind: MDPROS
 Frequency of In-Kind: This is an in-kind valued at \$11.28/hr x 1000 hours. Summer Camp is valued at \$11.28/hr x 500 hours.

Budget Amendment Narratives:

Approved Date:

Expense Totals	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
	86,341	86,341	373,051	373,051

Salary and Expense Totals	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
	623,464	623,464	942,314	942,314

ATTACHMENT C:

Programmatic Data and Reporting Requirements

ATTACHMENT C
PROGRAMMATIC PERFORMANCE AND DATA REPORTING REQUIREMENTS

Provider shall submit to The Children's Trust individual participant demographics, attendance, and performance measures as noted in the Scope of Service (Attachment A). Reporting includes electronic submission of quantity and outcomes data, as well as narrative reports, into The Children's Trust web-based reporting system. Provider's use of web-based reporting requires mandatory training (provided by The Children's Trust) and a user login name.

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, including the "Quality Standards" for The Children's Trust out-of-school programs found on The Children's Trust website, or requiring "performance improvement plans."

ACTIVITIES

- **Attendance-based activities** are ongoing service activities in which participants are intended generally to receive three or more contacts, and include the core program activities. Provider will report: Demographics of individual participants within seven (7) days of program enrollment and specific dates of contact. Demographics shall be updated regularly when new information is collected (e.g., new address, grade level).
- An approved Schedule of Activities is to be posted in a visible location at each service site. 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. Provider will ensure that approximately 75% of the program's operating hours are accounted for in planned program activities described in Attachment A.
- 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. Provider may also participate in the Afterschool Meal (supper) program sponsored by The Children's Trust. 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

Demographic information required for primary **CHILD/YOUTH** participants 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:
 - 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)
 - A child of a military family (i.e., member of the child's family who he/she lives with or knows and who is either: 1) an active duty member of the uniformed services; 2) a member of the national guard or reserves; 3) a member or veteran who was severely injured and medically discharged or retired; or 4) a member killed in the line of duty)

Children with Disabilities - The Children's Trust expects all programs to 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.

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

- Medical History and Authorization (including special needs and conditions)
- Emergency Contact Information
- Transportation, Walk Home, and Pick-up Authorizations
- Confidentiality of Client Information
- Signed release of information to The Children's Trust and authorization to participate
- Consent to Release Educational Records (if applicable)

PERFORMANCE MEASURES

All contractual performance measures are specified within Attachment A (Scope of Services), along with the specific targets to be achieved (i.e., target numbers and percentages). Below are key definitions related to how the contract's performance will be analyzed.

How much are you doing?

- **Recruitment/Enrollment** - 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. 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.
- **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 for afterschool and 30+ calendar days of program enrollment for summer. At the end of the school year, 95% of children are required to have matched sets. By the end of summer camp, 90% of children are required to have matched sets.
 - **Testing Guidelines** ensure that all assessments are given at the appropriate time intervals. The Trust recommends that tests are administered during specific windows of time, and assessments for all contracted outcomes should be given based on these time frames. All children with at least one day of attendance during a test administration timeframe should 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 6th.
 - 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. If provider chooses this option re-entering testing information for each participant is required.
 - Summer Post-test: Test during the final 14 calendar days of summer camp. Furthermore, children leaving the program before its completion should be post-tested, if prior notice is given.

How well are you doing?

- **Engagement** - Refers to the percentage 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 30 calendar days will be included in the school year engagement calculation.
- **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 must administer the satisfaction surveys from The Children's Trust (which can be found at The Children's Trust website). Providers are required to submit a summary of their school year and summer camp survey results through a web-based reporting system.

Is anyone better off?

The purpose of evaluation is to promote improvements in outcome achievement and to facilitate changes in program practices that result in improved outcome achievement. To that end, we expect that all children will be evaluated and that all children (and programs) can improve as a result.

- **Outcomes Achievement** - 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. The Children's Trust research staff and Project RISE are also resources for identifying adaptations and alternate assessments.

CONTRACT PERFORMANCE REVIEWS

A minimum of two performance reviews are conducted annually by Trust staff: an interim review and an annual full review. The interim review process is completed at or prior to the first six months to assess whether the following areas are "on track" or "off track": staffing, activities, recruitment, retention/engagement and participant testing. The interim review is used for the purpose of contract renewal and may also be used for funding determinations, in conjunction with the end of the year score from the previous contract year (if applicable). A full annual performance review is completed following the end of the contract year using three review tools (On-Site Monitoring, Results and Accountability, and Fiscal) to measure success and ensure compliance with the terms of the contract. The overall performance is a measure of three areas: procedural compliance (15% of the score), fiscal compliance (25% of the score), and quality and quantity of services (60% of the score), and it generates a performance score.

QUARTERLY PROGRAM NARRATIVE REPORT

The Program Narrative Report captures a brief report of the program's successes, challenges, and support needed on a quarterly basis (up to five reports total over the contract period for year-round, four reports for afterschool only and one report for summer only). The report will be submitted to The Trust via the web-based reporting system.

TRAINING AND QUALITY IMPROVEMENT

The Children's Trust offers a variety of trainings on important topics to improve service delivery and contract compliance, enhance administrative capacity, and support program and employee development. Provider is required to ensure attendance by appropriate agency and/or program staff at the following trainings or re-certifications annually: Oral Reading Fluency, Progressive Aerobic Cardiovascular Endurance, New and Renewal Contract Development and Contract Management trainings, Quarterly Provider Meetings, and other topical trainings offered throughout the 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 become educated about the inclusion of and services for children with disabilities annually. Inclusion of children with disabilities requires that programs be appropriately adapted to meet the needs of all participating children. The All Children Together (ACT) Resource Network is a resource available to providers for technical assistance, mentoring, training and consultation regarding provision of services to children with disabilities.
- Injury Prevention Education and Resources (<http://thechildrenstrust.org/injury-prevention/>)
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 annual 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 Village Youth Services

The Children's Trust requires that Trust-funded out-of-school providers fully participate with The Village Youth Services, Inc., the OOS Food and Nutrition Provider that will be responsible to provide nutritious food (snacks and meals), beverages and food administration support services (monitoring, nutrition education training, etc.). Appropriate provider staff will be required to attend nutrition education and food safety training annually.

REPORTING SUBMISSION AND DATA ENTRY

	Due Date	What to Report in the Web-Based Reporting System
School Year 2014-2015	15 th Day Each Month	- Prior month's attendance data <u>and</u> any new testing data
	October 15, 2014	- Program Narrative Report
	January 31, 2015	- Program Narrative Report - Mid-test data
	April 15, 2015	- Program Narrative Report - Aggregated satisfaction survey responses
	June 15, 2015	- Program Narrative Report - School year Post-test data - School year attendance data
Summer Camp 2015	15 th Day Each Month	- Prior month's attendance data <u>and</u> any new testing data
	September 15, 2015	- Program Narrative Report - Aggregated satisfaction survey responses - Summer camp Post-test data

*If the due date falls on a weekend/holiday, then reports are due the following business day.

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 to facilitate referrals for the duration of this contract term. Evidence of an up to date profile(s) must be provided to the Contract Manager within 30 days from start of services or any time there is a change to key program information (e.g., contact information, service location, hours, program description).

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**ATTACHMENT D
PROGRAM SPECIFIC AUDIT REQUIREMENTS**

The Program Specific Audit must encompass an audit of The Children's Trust contracts in accordance with section O3: Program Specific Audit of this contract. The comprehensive nature of auditing performed in accordance with the standards set forth below places on the independent certified public accounting firm (CPA) the responsibility for ensuring that (1) the audit is conducted by personnel who have the necessary skills; and (2) independence is maintained; and (3) applicable standards are followed in planning and conducting audits and reporting the results; and (4) the organization has an appropriate internal quality control system in place; and (5) the organization undergoes an external quality control review.

Program Specific Audits must be conducted in compliance with AU-C 935 and Statement on Auditing Standards No. 117 (SAS 117) and are required to include performing tests of controls over compliance.

Beyond the requirements of SAS 117, an auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance; and in doing so, the assessed control risk must be set at low.

The Program Specific Audit requires the following components (a sample format may be found on The Children's Trust website):

- a. Independent Auditor's Report on the Schedule of Expenditures of The Children's Trust Contracts; and
- b. Schedule of Expenditures of The Children's Trust Contracts; and
- c. Notes to Schedule; and
- d. Independent Auditor's Report on Compliance for each of The Children's Trust Contracts and Report on Internal Control over Compliance; and
- e. Schedule of Findings and Questioned Costs.

At a minimum, the auditor must include the following tests in their audit program to ensure that the compliance requirements set forth in The Children's Trust compliance supplement are met. They are:

The Children's Trust Compliance Supplement to the Program Specific Audit:

Compliance Requirement	Program Specific Audit Implication	Example
a). Activities Allowed or Un-allowed	1). Requires that activities purchased and paid with The Children's Trust funds are listed in the contractual Scope of Services. AND/OR 2). Requires that activities purchased and paid with The Children's Trust funds are listed in the contractual budget narrative or a contractual budget amendment/revision narrative.	A). If Provider asks to be reimbursed for 6 field trips to teach children social skills, then were those field trips enumerated in either the contractual budget narrative or the contractual Scope of Services?

Compliance Requirement	Program Specific Audit Implication	Example
b). Allowable Costs	1). Requires that the nature and type of costs paid are in agreement with nature and type of costs listed in the contractual budget and/or budget amendment/revision.	<p>A). If the contractual budget, lists a Program Coordinator position at \$25.00/hour, then does the provider actually pay and charge The Children's Trust \$25.00/hour?</p> <p>B). If the contractual budget, lists a Program Coordinator's position, with dedicated time charged to The Children's Trust program of 25%, then does the provider keep records of an employee's time to substantiate that 25% of time was in fact earned and charged to The Children's Trust program?</p> <p>C). If an invoice is submitted to The Children's Trust that includes a charge for food for end of year parties and celebrations, is that cost allowable per The Children's Trust budget guidelines? Food costs for end of year celebrations are NOT allowable per The Children's Trust budget guidelines</p>
c). Cash Management	1). With the exception of the last month of the contract period, do monthly invoices represent cost actually paid during the contract period (cash basis), rather than costs incurred or accrued.	<p>A). If payroll is paid on 3/31, is it included in March's reimbursement?</p> <p>B). If payroll is paid on 4/1, but represents time charged in March, is it included in April's reimbursement?</p>
d). Period of Availability	1). Requires Provider to charge The Children's Trust grant with only allowable costs resulting from obligations incurred during the funding period.	A). If the active contract period extends from 8/1/14 through 7/31/15, and Provider expends \$250.00 for office supplies on 9/30/14, does that expenditure apply to the active contract period?
e). Reporting	1). Requires Provider to submit proper fiscal reports, on an annual and monthly basis, in accordance with established deadlines.	A). Monthly invoices must be submitted to The Children's Trust by the 15 th day of the month following the month in which expenditures were incurred. For example, an invoice for the period of March 1 through March 31 st must be submitted by April 15 th .

Compliance Requirement	Program Specific Audit Implication	Example
Internal Controls	1). Requires that beyond the requirements of SAS 117, an auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance; and in doing so; the assessed <u>control risk must be set at low.</u>	
Special Provisions	1). Compliance requirements related to programmatic contract expectations (i.e., children served, level of effort, background checks, etc.) should NOT be tested as part of The Children's Trust Program Specific Audit.	

Audit procedures must also include:

- 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 amendments/revisions.
- b. Testing to ensure that no double billing has occurred (i.e. billing under The Children's Trust contract for 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 for the supplanting of funds.
- g. Testing of match funding, if required.
- h. 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.
- i. Testing the controls over compliance beyond Statement on Auditing Standards No. 117, which means that an auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance; and in doing so, the assessed control risk must be set at low.

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 audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the Program Specific Audit requirements listed in The Children's Trust contract.

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**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 Miami Dade County Parks, Recreation and Open Spaces Department, 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 _____, 20__ 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: