

MEMORANDUM

Agenda Item No. 9(A)(1)

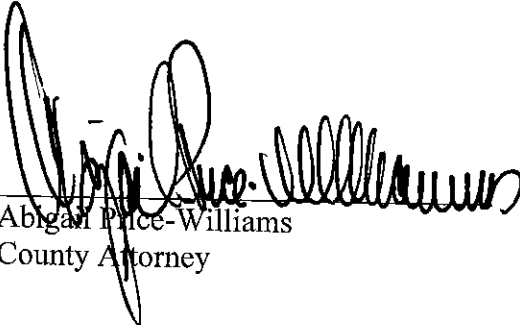
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: May 1, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution relating to grant funding for the 2018 Miami-Dade County Youth Summer Job Program; authorizing the County Mayor to receive \$1,500,000.00 in grant funds from The Children's Trust for the program; authorizing a grant to the Foundation for New Education Initiatives, Inc., a direct support organization to Miami-Dade County Public Schools, of \$2,556,625.00, inclusive of the \$1,500,000.00 from The Children's Trust and \$1,056,625.00 in County funding, for the Summer Youth Internship Program

The accompanying resolution was prepared by the Juvenile Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez and Co-Sponsors Daniella Levine Cava, Commissioner Jose "Pepe" Diaz, Commissioner Sally A. Heyman, Commissioner Barbara J. Jordan, and Senator Javier D. Souto.


Abigail Price-Williams
County Attorney


APW/lmp

Memorandum



Date: May 1, 2018

To: Honorable Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving Grant Agreements for the County's 2018 Youth Summer Job Program between (1) Miami-Dade County and The Children's Trust, and (2) Miami-Dade County, The School Board of Miami-Dade County, Florida and the Foundation for New Education Initiatives, Inc.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution relating to grant funding for the 2018 Miami-Dade County Youth Summer Job Program (Program). Additionally, it is further recommended that the Board authorize the County Mayor or County Mayor's designee to enter into an Agreement between: (1) Miami-Dade County and The Children's Trust (The Trust) to receive \$1,500,000.00 in grant funds from The Trust for the Program (Exhibit A); and (2) Miami-Dade County, The School Board of Miami-Dade County, FL (MDCPS) and the Foundation for New Education Initiatives, Inc. (Foundation), a direct support organization to MDCPS, to grant up to \$2,556,625.00 to the Foundation for the Program, which will fund the Summer Youth Internship Program (SYIP) (Exhibit B). It is also recommended that the Board authorize the County Mayor or County Mayor's designee to execute grant agreements, other required agreements, and documents, as well as amendments, extensions, and renewals of such agreements and documents to implement the program; and to exercise termination, waiver, and other provisions set forth therein. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to apply for and receive grant funding for future Miami-Dade County Youth Summer Job Programs.

SCOPE

The impact to Miami-Dade County for the provision of these services is countywide.

FISCAL IMPACT/FUNDING SOURCE

The impact to Miami-Dade County for the provision of these services is \$1,056,625.00 from the general fund. Additionally, the Trust will provide \$1,500,000.00 in grant funds to Miami-Dade County. MDCPS and the Foundation shall operate the SYIP and provide in-kind program services and support.

TRACK RECORD/MONITOR

MDCPS and the Foundation shall report performance and compensation measures to the County. Said reports will be subject to review by the Office of Management and Budget Assistant Director Daniel Wall (see Exhibit A and Exhibit B).

BACKGROUND

In July 2015, Miami-Dade County launched the Youth Summer Job Program, which employed approximately 300 youth. In an effort to expand the reach of the Youth Summer Job Program to more participants, in the summer of 2016, the County collaborated with The Trust, MDCPS, and the Foundation and launched the Summer Youth Internship Program (SYIP). The SYIP provides

educational, work experience, and training opportunities through paid internships to youth between the ages of 15 and 18, including youth with disabilities and youth transitioning out of foster care up to age 22. The SYIP's inaugural year was extremely successful: 13 percent of the 1,463 participating youth were youth with disabilities; 717 employers participated in the SYIP; 97 percent of employers and 94 percent of youth reported they were satisfied with the SYIP; 98 percent of the youth who participated completed the SYIP; all youth were signed up for a bank account with South Florida Educational Federal Credit Union; 100 percent of the youth who completed the SYIP earned high school credit.

In 2017, the collaboration was expanded to also include the South Florida Workforce Investment Board as a funding agency of the SYIP. During the second year of the SYIP, 2,176 youth applied to participate in the program and, with funding from all contributing partners, 1,827 youth completed the program. This number far exceeded the County's minimum goal of 1,100 participants. Also in the second year, 539 employers participated in the SYIP; 98 percent of employers and 97 percent of youth reported they were satisfied with the SYIP; 94 percent of the youth who participated completed the SYIP.

The SYIP endeavors to continue providing diverse internship placement opportunities through the recruitment of a wide array of employers across Miami-Dade County during the summer of 2018. In addition to the County, The Trust, and South Florida Workforce Investment Board, the list of funders for the 2018 SYIP also includes Royal Caribbean, Ltd., and JP Morgan Chase.

During the summer of 2018, the SYIP intends to enroll a minimum of 2,650 participants through Miami-Dade County Public Schools. Reasonable efforts will be made to enroll no fewer than 100 students from each commission district and an equal number thereof. SYIP participants will receive a stipend of \$1,237.50. They will also be eligible to receive a transportation stipend of \$100.00 within the first week of the internship to cover transportation and other incidental expenses. Additionally, in an effort to reach the most vulnerable students, the County has restricted a minimum of 40 percent of its funding to support internship placements of students who receive free and reduced price meals.

Youth are required to report to their internship assignment 30 hours per week for five (5) weeks. They will earn high school course credits and be given the opportunity to earn college credits. Stipends earned through the SYIP will be deposited in accounts opened for the participants at the South Florida Educational Federal Credit Union. The SYIP requires all participants to have voluntary accident insurance. The Foundation will cover the cost of insurance for the participants that do not have voluntary accident insurance by the end of the 2017-18 school year. The cost of the insurance is \$18.00 per youth and covers school-based activities, including summer programs.

MDCPS will provide one Program Administrator, as an in-kind resource, to monitor, assist with outreach for, and promotion and recruitment of the SYIP. The SYIP will hire two independent contractors to serve as SYIP Program Administrators who will oversee the program's day-to-day operations. The SYIP will also hire approximately 28 certified teachers as independent contractors to serve as Instructional Supervisors to guide the participants throughout the summer and provide academic assignments related to their job experience. The Instructional Supervisors will also serve as liaisons between the administrators of the SYIP and the employers. There will be approximately 16 dedicated Instructional Supervisors to work with youth with disabilities. The SYIP may also hire two Program

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
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Assistants to assist with outreach, promotion, and recruitment. The SYIP is expected to maintain an intern to staff ratio of 1 to 50, and 1 to 10 for youth with disabilities.

Prior to the start of the SYIP, participants and their parents/caregivers will be invited to attend four information sessions, which will provide a Program overview, expectations, and highlight the opportunities available to participants. To accommodate parents/caregivers, information sessions will be held in locations in north, central, and south Miami-Dade County.

Attached Exhibits A & B



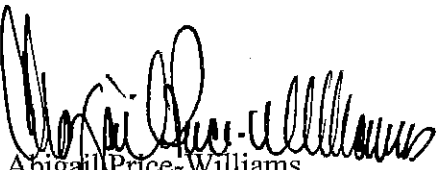
Maurice Kemp
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: May 1, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

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
- Statement of social equity 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. 9(A)(1)
5-1-18

RESOLUTION NO. _____

RESOLUTION RELATING TO GRANT FUNDING FOR THE 2018 MIAMI-DADE COUNTY YOUTH SUMMER JOB PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE \$1,500,000.00 IN GRANT FUNDS FROM THE CHILDREN'S TRUST FOR THE PROGRAM; AUTHORIZING A GRANT TO THE FOUNDATION FOR NEW EDUCATION INITIATIVES, INC., A DIRECT SUPPORT ORGANIZATION TO MIAMI-DADE COUNTY PUBLIC SCHOOLS, OF \$2,556,625.00, INCLUSIVE OF THE \$1,500,000.00 FROM THE CHILDREN'S TRUST AND \$1,056,625.00 IN COUNTY FUNDING, FOR THE SUMMER YOUTH INTERNSHIP PROGRAM

WHEREAS, on March 3, 2015, in Resolution No. R-235-15, the Miami-Dade County Board of County Commissioners (Board) directed the County Mayor or County Mayor's designee to create the Miami-Dade County (County) Youth Summer Job Program; and

WHEREAS, Resolution No. R-330-16, adopted by this Board on April 19, 2016, authorized the County to expand its Youth Summer Job Program and collaborate with The Children's Trust, Miami-Dade County Public Schools and the Foundation for New Education Initiatives, Inc., a not-for-profit corporation that is a direct support organization to Miami-Dade County Public Schools, to launch the Summer Youth Internship Program; and

WHEREAS, the Summer Youth Internship Program built upon the County's Youth Summer Job Program and Miami-Dade County Public Schools' internship program and provided youth in Miami-Dade County with additional educational, work experience and training opportunities through a paid internship; and

WHEREAS, the summer of 2016, June 2016 through August 2016, was the inaugural year for Summer Youth Internship Program; and

WHEREAS, the Summer Youth Internship was an overwhelming success; and

WHEREAS, specifically, 13 percent of the 1,463 youth participating in the Summer Youth Internship were youth with disabilities, 717 employers participated in the program, 97 percent of employers and 94 percent of youth reported they were satisfied with the program, 98 percent of the youth completed the program, all youth were signed up for a bank account with South Florida Educational Credit Union and all youth who completed the program earned high school credit; and

WHEREAS, the Summer Youth Internship Program's success continued in the summer of 2017; and

WHEREAS, in 2017, 539 employers participated in the Summer Youth Internship Program, 98 percent of employers and 97 percent of youth reported they were satisfied with the program, and 94 percent of participating youth completed the program; and

WHEREAS, the network comprised of the County, The Children's Trust, Miami-Dade County Public Schools, the Foundation for New Education Initiatives, Inc., and South Florida Workforce Investment Board wish to again collaborate to offer a Summer Youth Internship Program in the summer of 2018; and

WHEREAS, the Summer Youth Internship Program will, again, recruit youth between the ages of 15 and 18, including youth with disabilities and youth transitioning out of foster care up to age 22; and

WHEREAS, additionally, during its third year, the reach of the Summer Youth Internship Program will expand as a result of new funding provided to the program from Royal Caribbean, Ltd., and JP Morgan Chase and a funding increase from South Florida Workforce Investment Board; and

WHEREAS, specifically, the additional funding pledged to the Summer Youth Internship Program includes up to \$1,500,000.00 from South Florida Workforce Investment Board, \$400,000.00 from Royal Caribbean, Ltd., and \$175,000.00 from JP Morgan Chase; and

WHEREAS, as a result, in 2018, the Summer Youth Internship Program intends to enroll a minimum of 2,650 youth, which is an increase of 823 from 2017 and 1,187 over 2016; and

WHEREAS, the County, The Children's Trust, Miami-Dade County Public Schools, South Florida Workforce Investment Board and the Foundation for New Education Initiatives, Inc. propose to enter into agreements that will set forth the terms of the collaboration and anticipate that this collaboration will benefit participating youth, employers, and the community as a whole; and

WHEREAS, this Board wishes 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:

Section 1. This Board approves the foregoing recitals, which are incorporated herein by reference.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to receive \$1,500,000.00 in grant funding from The Children's Trust for the 2018 Miami-Dade County Youth Summer Job Program.

Section 3. This Board authorizes a County grant to the Foundation for New Education Initiatives, Inc., a direct support organization to Miami-Dade County Public Schools, of \$2,556,625.00, inclusive of the \$1,556,625.00 in funding the County received from The Children's Trust and \$1,056,625.00 in County funding, for the Summer Youth Internship Program.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to execute agreements to effectuate the purposes of this resolution, in substantially the form attached hereto as Exhibits A and B and other required agreements and documents.

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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Daniella Levine Cava	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
District 5 - Vacant	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of May, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

Shanika A. Graves



EXHIBIT A

CONTRACT NO. 1816-7601
BETWEEN THE CHILDREN'S TRUST
AND MIAMI-DADE COUNTY
FOR YOUTH EMPLOYMENT, ENRICHMENT AND SUPPORTS

Agency address:	111 NW First Street, 29 th Floor, Miami, Florida 33128
Agency federal identification number:	59-6000573
Vendor identification number:	MIAMI760
Effective term:	April 1, 2018 through September 30, 2018
Funding amount shall not exceed:	\$1,500,000.00
Required match amount (if applicable):	0.00
Board resolution number:	2018-19

THIS CONTRACT is between **The Children's Trust**, whose address is 3150 SW 3rd Avenue, 8th Floor, Miami, FL 33129, and **Miami-Dade County**, hereafter referred to as "Provider," whose address is listed above.

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

This Contract is subject to funding availability and Provider's performance.

A. TERMS OF RENEWAL, if applicable

In the sole discretion of The Children's Trust, this Contract may be renewed with Provider's authorization. Contract renewals will be contingent on board approval and in accordance with applicable solicitation documents for services provided. Such renewal may not exceed five (5) terms. The Children's Trust 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. Satisfactory program performance, fiscal performance, and Provider's compliance as determined by The Children's Trust in its sole discretion.
4. Availability of funds.

B. SCOPE OF SERVICES

1. Provider agrees to render services in accordance with **Attachment A: Scope of Services** (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.

C. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed the amount stated above. 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: Budget, Invoices, Method of Payment and Other Fiscal Requirements**, of this Contract.

D. 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-73.002, and is defined as individual items with a value of \$1,000.00 or greater which have a life expectancy of more than one (1) year.

All capital equipment acquired by Provider valued at less than \$10,000.00 and reimbursed by The Children's Trust shall be capitalized by the Provider, and Provider shall retain all rights and possession of equipment unless this Contract is subject to termination or early cancellation. Should this Contract be terminated or not renewed, The Children's Trust may acquire rights and possession of all reimbursed capital equipment that is not fully depreciated.

All capital equipment acquired by Provider valued as equal to or greater than \$10,000.00 and reimbursed by The Children's Trust shall be capitalized by The Children's Trust, and The Children's Trust shall retain all rights to that equipment until the item is fully depreciated. Should this Contract be subject to termination or early cancellation, The Children's Trust may acquire possession of all reimbursed capital equipment that is not fully depreciated.

Any or all such qualifying capital equipment shall be returned to The Children's Trust or its designee(s) upon request. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in **Section K: Insurance Requirements** of this Contract.

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.

At the time that a subcontractor agreement is entered into and Services are rendered, Provider and subcontractor must be qualified to conduct business in the state of Florida.

In any subcontract, Provider shall incorporate 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 (thirty) calendar days of its execution. All subcontracts with Provider must be executed within 30 (thirty) calendar days of Provider's execution date. All subcontractors are subject to monitoring 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 the Contract, the 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. Provider, not The Children's Trust, shall be solely liable to any subcontractor and for all 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.

All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. 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. In such instances, 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.

5. Religious Purposes

Provider and/or its faith-based community partner 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 documents to maintain tax-exempt status and payment of payroll taxes, as applicable, throughout the term of the Contract and any such renewals thereof.

Provider further agrees to maintain a current listing of its agency, program(s) and site(s) in the [HELPPages resource directory](#) available online and used by 211, Miami-Dade County's health and human services information and referral helpline, managed by Jewish Community Services of South Florida, Inc.

E. INDEMNIFICATION BY PROVIDER

1. Government Entity

Subject to the limitations of section 768.28, Florida Statutes, 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 attorney 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. Additionally, 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 fees which may issue thereon, subject to the limitations of section 768.28, Florida Statutes.

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 attorney 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 subcontractors, except matters arising from The Children's Trust's willful or wanton acts or omissions.

Provider shall pay all claims and losses in connection with indemnifiable matters 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 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 and agents.

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

F. INTELLECTUAL PROPERTY AND RIGHT TO DEVELOPED MATERIALS (not applicable)

Where activities supported by this Contract produce original software designs or methods or techniques, writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature (hereinafter "developed materials"), legal title and every right, interest, claim or demand of any kind in and to any copyright, trademark or patent, or application for the same, in such developed materials will vest in Provider. Notwithstanding the foregoing, Provider agrees to grant The Children's Trust a perpetual license, at no cost to The Children's Trust, to reasonably use, duplicate and/or disclose such developed materials, in whole or in part, to others acting on behalf of The Children's Trust, and other providers funded by The Children's Trust, provided that such use, duplication, or disclosure does not compromise the validity of any developed materials or any copyright, trademark or patent rights thereto. In the event of an dispute, both parties agree to using meditation for a final resolution.

G. INTELLECTUAL PROPERTY LICENSING FEES AND COSTS (not applicable)

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.

H. PUBLIC RECORDS

For purposes of this section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films and video recordings, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received, pursuant to law or ordinance or in connection with the transaction of The Children's Trust official business.

This Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records.

Pursuant to section 119.0701, Florida Statutes, Provider shall:

1. Keep and maintain public records required by The Children's Trust to perform the services under this Contract.
2. Upon request from The Children's Trust's custodian of public records, provide The Children's Trust with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the

Provider does not transfer the records to The Children's Trust.

4. Upon completion of the Contract, transfer, at no cost, to The Children's Trust all public records in possession of Provider or keep and maintain public records required by The Children's Trust to perform the service. If Provider transfers all public records to The Children's Trust upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to The Children's Trust, upon request from The Children's Trust's custodian of public records, in a format that is compatible with The Children's Trust's information technology systems.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305.571.5700 EXT. 292, MURIEL.JEANTY@THECHILDRENSTRUST.ORG, 3150 SW 3RD AVENUE, 8TH FLOOR, MIAMI, FLORIDA, 33129.

In the event Provider does not comply with the public records disclosure requirements set forth in section 119.0701, Florida Statutes, and **Section G** of this Contract, The Children's Trust shall avail itself of the remedies set forth in **Sections I: Breach of Contract and Remedies** and **J: Termination By Either Party** of this Contract. Additionally, a Provider who fails to provide the public records as required by law within a reasonable amount of time may be subject to penalties under section 119.10, Florida Statutes.

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's 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 Services & Activities Management System (SAMIS) 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, including, but not limited to, budgets, invoices and amendments in SAMIS.
- h. Does not submit, or submits incomplete or incorrect, required reports pursuant to the Scope of Services, Attachment A, 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 site visit/observation, 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 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: Records, Reports, Audits and Monitoring** and **Attachment D: Program-Specific Audit Requirements** of this Contract.
- q. Fails to submit an Audit Engagement Letter for either the Annual Financial Statement Audit or the Program-Specific Audit within thirty (30) calendar days after Provider's fiscal year end.
- r. Fails to notify The Children's Trust within thirty (30) calendar days of nonpayment of payroll or other required taxes imposed by the federal government, state of Florida, Miami-Dade County or other authorized taxing entity.

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) calendar 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 (PIP), Attachment F**, if applicable, 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 and specifying its effective date, at least five (5) 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 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 (5) business days before the effective date of such suspension. In this 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 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 and reports prepared and secured by Provider with Trust funds under this Contract, subject to the rights of Provider as provided for in **Sections F: Copyrights and Rights to Data Materials** and **H: Ownership and Licensing of Intellectual Property**; (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 (5) 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 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 fees, costs and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorney fees through conclusion of all appellate proceedings, and including any final settlement or judgment.
- e. The provisions of **Section H: Ownership and Licensing of Intellectual Property** shall survive the expiration or termination of this Contract.

J. TERMINATION OF THE CONTRACT

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. Should either Party terminate this Contract prior to its expiration, within thirty (30) days of such termination, The Children's Trust shall be entitled to recover all funding that may have been allocated to, but not otherwise obligated by the Provider. Notwithstanding any other provision in this Contract, in the event The Children's Trust determines that Provider engaged in fraud, misrepresentation or material misstatement, or that it is in the best interest of The Children's Trust to terminate this Contract, The Children's Trust may do so by giving written notice to Provider of such termination and specifying the effective date thereof at least twenty-four (24) hours before the effective date of termination.

K. INSURANCE REQUIREMENTS (not applicable)

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. Workers' compensation insurance covering all employees, nonincorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have workers' 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 workers' 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 a minimum of \$500,000.00/\$500,000.00/\$500,000.00.
2. Comprehensive general liability insurance, to include sexual molestation, in an amount not less than \$500,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate in a policy year. Deductibles exceeding \$1,000.00 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 nonowned coverage for its employees and/or subcontractors and transportation companies **transporting program participants**. The amount of coverage is \$1,000,000.00 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 nonowned 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 tricounty 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 nonowned coverage for its employees and/or subcontractors **not transporting program participants**. The minimum amount of coverage is \$300,000.00 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 Its Interests May Appear" with respect to this coverage. Coverage can be purchased as nonowned 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 tricounty 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 Its Interests 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 \$250,000.00 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 for all capital equipment greater than or equal to \$10,000.00, and 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, FL 33129

Classification and Rating

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

1. 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.
2. 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) calendar days prior to the effective date of making any material changes to the insurance coverage except for 10 (ten) calendar 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.
3. 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 must be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.
4. In the event that an insurance policy is canceled, lapses or expires during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new certificate of insurance, as required under this Contract, 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. Provider shall submit the required certificate of insurance within thirty (30) calendar days of cancellation, lapse or expiration. Failure to provide said certificate of insurance will be considered a material breach of the Contract, which may result in The Children's Trust waiving payment or terminating the Contract.

5. 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's 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 (not applicable)

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

1. An Internal Revenue Service (IRS) tax status determination letter, if applicable.
2. The two (2) most recent IRS form 990 or applicable tax return filing within six (6) months of the end of Provider's fiscal year or other appropriate filing period permitted by law.
3. 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, all 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 addressee via electronic mail or postal mail 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 law.

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 (5) 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 (not applicable)

Within one hundred eighty (180) calendar days from the close of its fiscal year, Provider's independent certified public accounting firm (CPA) must electronically submit to The Children's Trust all the following documents, 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.
- b. An Annual Financial Statement Audit conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*.
- c. Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit."
- d. Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance."
- e. A Single Audit conducted in accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" or the Florida Single Audit Act, Florida Statutes 215.97, if applicable.
- 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 two hundred seventy (270) calendar days after the close of Provider's fiscal year.

Electronic filing of the annual financial statement audit, as defined, must be sent by the Provider's CPA firm via the online electronic filing system.

If Provider is required to have a Single Audit, it agrees to have its 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 (not applicable)

Within one hundred eighty (180) calendar days of the close of its fiscal year, Provider is required to have its CPA firm electronically submit, either via email or through another online system identified by The Trust, a Program-Specific Audit related to the Contract to The Children's Trust, 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's Contract(s) as specified in **Attachment D: Program-Specific Audit Requirements**.

4. Audit Extensions (not applicable)

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) calendar 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 audit extension requests allow for the continuation of payment until such time that the extension expires.

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 (not applicable)

Audit engagement letters are due to The Children's Trust thirty (30) calendar days after the end of Provider's fiscal year. Provider agrees to submit an audit engagement letter electronically to engagementletters@thechildrenstrust.org. Failure to submit an audit 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 (not applicable)

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's website. Inclusion in this pre-approved CPA vendor pool requires a CPA firm to meet three (3) criteria, which are enumerated in **Attachment B: Budget, Invoices, Method of Payment and Other Fiscal Requirements**.

7. Access to Records

Provider shall permit access to all records, including subcontractor records, as per the Supporting Documentation Requirements in **Attachment B: Budget, Invoices, Method of Payment and Other Fiscal Requirements**, which relate to this Contract at its place of business during regular business hours at a date and time mutually agreed upon by Provider and The Children's Trust. 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. Program Metrics

Provider agrees to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled site visits, reviews and evaluations of the program which is the subject of this Contract, including any subcontracts under this 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 sole discretion of The Children's Trust. Program Metrics reports, which provides real time data can be accessed through Trust Central. Compliance findings will be discussed with Provider and, in accordance with specifications provided by The Children's Trust, Provider will remedy all deficiencies cited in the report from Trust Central.

9. Client Records (not applicable)

The Children's Trust expects all required information, as provided in **Attachment C: Programmatic Data and Reporting Requirements**, to be entered directly in the electronic data reporting system. If the provider chooses to maintain physical records for participants, 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, upon request by The Children's Trust, provide for inspection by The Children's Trust during regular business hours the following, as may be applicable and 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 postsession 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 Services provision as described in **Attachment A: Scope of Services** and as required by this Contract. In addition to any requirements for retaining records pursuant to Section G, Provider shall retain all records for not less than five (5) 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, comply with applicable federal and state laws on confidentiality, and engage in measures to prevent unauthorized use, dissemination or publication of confidential information regardless of the source of such information. Any information determined to be confidential must be clearly marked as such. The Parties shall not disclose 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. In any event, Provider shall be responsible for defending its claim that any information submitted to The Children's Trust is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Law, including, but not limited to, defending or indemnifying The Children's Trust in the event that a claim or case is brought against The Children's Trust. Provider shall specifically require all subcontractors to comply with this paragraph. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract.

12. Data Security Obligation

Data Security Definitions are defined and specified in **Attachment G: Data Security Definitions** attached to this Contract.

A. Standard of Care

1. Provider acknowledges and agrees that, in the course of its Contract with The Children's Trust, Provider may, directly or indirectly, receive or have access to Highly Sensitive Personal Information or Personal Information. Provider shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such Highly Sensitive Personal Information or Personal Information, and shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Highly Sensitive Personal Information or Personal Information under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of such Highly Sensitive Personal Information or Personal Information as if they were Provider's own actions and omissions.
2. Highly Sensitive Personal Information or Personal Information is deemed to be property of The Children's Trust and is not property of Provider.
3. In recognition of the foregoing, Provider agrees and covenants that it shall:
 - a. Keep and maintain all such Highly Sensitive Personal Information or Personal Information strictly confidential.
 - b. Use and disclose Highly Sensitive Personal Information or Personal Information solely

and exclusively for the purposes for which the Highly Sensitive Personal Information or Personal Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and shall not divulge, communicate, use, misuse, sell, rent, transfer, distribute, or otherwise disclose or make available Highly Sensitive Personal Information or Personal Information for Provider's own purposes or for the benefit of anyone other than The Children's Trust, without The Children's Trust's prior written consent, which may be withheld in The Children's Trust's sole and absolute discretion.

- c. Not, directly or indirectly, disclose Highly Sensitive Personal Information or Personal Information to an Unauthorized Third Party, without express written consent from The Children's Trust, which may be withheld in its sole and absolute discretion. If any person or authority makes a demand on Provider purporting to legally compel it to divulge any Highly Sensitive Personal Information or Personal Information, Provider shall (i) immediately notify The Children's Trust of the demand before such disclosure so that The Children's Trust may first assess whether to challenge the demand prior to Provider's divulging of such Highly Sensitive Personal Information or Personal Information; (ii) be responsible to The Children's Trust for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Highly Sensitive Personal Information or Personal Information as if they were Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Highly Sensitive Personal Information or Personal Information to execute a written Contract agreeing to comply with the terms and conditions of this Contract relating to the treatment of Highly Sensitive Personal Information or Personal Information. Provider shall not divulge such Highly Sensitive Personal Information or Personal Information until The Children's Trust has concluded not to challenge the demand, has exhausted its challenge, including appeals, if any.

B. Highly Sensitive Personal Information or Personal Information Security

Provider shall protect and secure data in electronic form containing such Highly Sensitive Personal Information or Personal Information.

At a minimum, Provider's safeguards for the protection of Highly Sensitive Personal Information or Personal Information shall include:

1. Encrypting, securing or modifying such Highly Sensitive Personal Information or Personal Information by any method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
2. Limiting access of Highly Sensitive Personal Information or Personal Information to Authorized Employees and Authorized Persons.
3. Securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.
4. Implementing network, device application, database and platform security.
5. Securing information transmission, storage and disposal; and implementing authentication and access controls within media, applications, operating systems and equipment.
6. Encrypting Highly Sensitive Personal information or Personal Information stored on any mobile media.
7. Encrypting Highly Sensitive Personal Information or Personal Information transmitted over public or wireless networks.
8. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law, as required by The Children's Trust from time to time.
9. Providing written copies of appropriate privacy and information security training to Provider's employees, as required by and to The Children's Trust.

10. Purchasing and maintaining cyber insurance coverage, as The Children's Trust deems necessary in its sole and absolute discretion.
 - a. Provider shall dispose, or arrange for the disposal, of customer records containing Highly Sensitive Personal Information or Personal information within its custody or control when the records are no longer to be retained pursuant to Sections G and O. Such disposal shall involve shredding, erasing or otherwise modifying Highly Sensitive Personal Information or Personal Information in its control or possession to make it unreadable or undecipherable through any means.
 - b. During the term of each Authorized Employee's employment by Provider, Provider shall at all times cause such Authorized Employees to abide strictly by Provider's obligations under this Contract. Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Highly Sensitive Personal Information or Personal Information by any of Provider's officers, directors, partners, principals, employees, agents or contractors. Upon The Children's Trust's request, Provider shall promptly identify for The Children's Trust in writing all Authorized Employees as of the date of such request.
 - c. Upon The Children's Trust's written request, Provider shall provide The Children's Trust with a network diagram that outlines Provider's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Contract, including, without limitation: (i) connectivity to The Children's Trust and all third parties who may access Provider's network to the extent the network contains Highly Sensitive Personal Information or Personal Information; (ii) all network connections including remote access s and wireless connectivity; (iii) all access control devices, such as (solely by way of example) firewalls, packet filters, intrusion detection and access-list routers; (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

C. Security Breach Procedures

For purposes of this Contract, "Security Breach" is defined in Attachment G.

In the event of a Security Breach, Provider shall:

1. Notify The Children's Trust of a Security Breach immediately, but no later than forty eight (48) hours, after Provider becomes aware of it by emailing The Children's Trust with a read receipt at datasecurity@thechildrenstrust.org; and with a copy of such email to Provider's contract manager at The Children's Trust. The notice shall include, at a minimum: (1) the date, estimated date, or estimated date range of the Security Breach; and (2) a description of the Highly Sensitive Personal Information or Personal Information that was accessed or reasonably believed to have been accessed as a part of the Security Breach.
2. To the extent legally permissible, confer with The Children's Trust prior to informing any third party of any Security Breach related to this Contract. Provider and The Children's Trust shall communicate regarding: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
3. Take steps to immediately remedy any Security Breach and prevent any further Security Breach at Provider's expense in accordance with applicable privacy rights, laws, regulations and standards, or as otherwise required by The Children's Trust in its sole and absolute discretion.

Provider shall be solely responsible for all costs associated with a Security Breach and The Children's Trust may seek to recover any costs it expends as a result of such breach from Provider.

13. Withholding of Payment

At the sole discretion of The Children's Trust, payment may be withheld for noncompliance 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 AND 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, to the exclusion of all others, be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

R. STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS (not applicable)

All employees, volunteers and subcontracted personnel who work in direct contact with children or who may come into direct contact with children at the site in question must complete a Level 2 background screening and comply with the requirements thereto prior to commencing work pursuant to this Contract. This requirement applies to all volunteers who provide more than ten (10) hours of service in any given calendar year to children, youth and their families. Occasional or transient repair or maintenance persons, vendor representatives, contractors or subcontractors who have not completed a Level 2 background screening and appear on the site should be escorted to their work areas and supervised by a Provider staff member who has successfully completed a Level 2 background screening the entire time they are present to conduct their work.

Provider is required to review annually, at minimum, the [Dru Sjodin National Sex Offender Public Website](#) (NSOPW).

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 from those agencies that already conduct business with either the Florida Department of Children and Families (DCF), the Florida Department of Juvenile Justice (DJJ) or the Miami-Dade County Public School System (M-DCPS). A clearance letter from the M-DCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

In addition:

1. Provider shall complete **Attachment E-1: Affidavit for Level 2 Background Screenings**. The affidavit shall 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.
2. Provider shall complete **Attachment E-2: Child Care Affidavit of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements** and **Attachment E-4: Background Screening & Personnel File Requirements**.
3. Provider shall maintain **Attachment E-1: Affidavit for Level 2 Background Screenings, Attachment E-2: Child Care Attestation of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements** and **Attachment E-4: Background Screening & Personnel File Requirements**, in Provider's personnel, volunteers, and subcontractors' files.
4. Provider shall rescreen each employee, volunteer and subcontractor every five (5) years.

S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES (not applicable)

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, Provider 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 building or structure which is not owned by Provider or that is not required by law or a court of competent jurisdiction.

T. REGULATORY COMPLIANCE

1. Nondiscrimination and Civil Rights

Provider shall not discriminate against an employee, volunteer or client of Provider based on the individual's protected class status, which includes race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, source of income, or actual or perceived status as a victim of domestic violence, dating violence or stalking.

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 an individual's dignity without regard to the individual's protected class status.

Additionally, 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, among other things, prohibits discrimination in employment and public accommodations, and by local governments on the basis 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 direct service 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, subprovider 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 or Chapter 112, Part III, Statutes, as amended, which are incorporated 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://ethics.miamidade.gov/library/2016-publications-rqo/sec%20211-1 conflict of interest and code of ethics ordinance jan16.pdf](http://ethics.miamidade.gov/library/2016-publications-rqo/sec%20211-1%20conflict%20of%20interest%20and%20code%20of%20ethics%20ordinance%20jan16.pdf)).

4. Compliance with Sarbanes-Oxley Act of 2002

Provider shall comply with the following applicable provisions of the Sarbanes-Oxley Act of 2002, including:

- a. Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.
- b. 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. Incident definitions can be found on the sample incident report form located on The Children's Trust website.

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 (800.962.2873). As required by Chapters 39 and 415, Florida Statutes, Provider and its employees are mandated to report any such suspicions.

Provider shall notify the contract manager of any incident as defined within three (3) calendar days after Provider is informed of such incident. The notification must be in writing and include 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 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) calendar days of the incident. Provider shall provide written notification to The Children's Trust, within seven (7) calendar 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 submit written notification to The Children's Trust within seven (7) business days of 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 their policies, including, but not limited to, confidentiality, incident reporting, sexual harassment, nondiscrimination, 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 through the electronic registration process provided by The Trust. Form will be available in English, Spanish and Haitian Creole. The consent shall be part of the participants' registration, 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: 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.

W. MARKETING & 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 website.

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 Paragraph F 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 – Summer Youth Internship 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 – Summer Youth Internship 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 – Summer Youth Internship Program Se Children's Trust ki finanse (pwogram sa-a). Children's Trust se yon sous finansman elektè Miyami-Dade te kreye nan yon referandòm. Finansman sa a dedye pou pwogram k'ap amelyore lavi ti moun ak fanmi yo.

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 "**Miami-Dade County – Summer Youth Internship Program**" is funded in part by The Children's Trust..." OR "El **Miami-Dade County – Summer Youth Internship Program**" está financiado en parte por The Children's Trust..." OR "Se Children's Trust ki finance yon pati nan "**Miami-Dade County – Summer Youth Internship Program.**"

TERMINATION OF CONTRACT: Upon termination of this Contract by either party, Provider shall remove all references to The Children's Trust from its site(s), website, social media accounts, advertisements and promotional materials, to coincide with the effective date of such termination.

X. 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.

Y. 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 (not applicable)

Attachment E-1: Affidavit for Level 2 Background Screenings, if applicable

Attachment E-2: Child Care Attestation of Good Moral Character, if applicable

Attachment E-3: Child Abuse & Neglect Reporting Requirements, if applicable

Attachment E-4: Background Screening & Personnel File Requirements, if applicable

Attachment F: Performance Improvement Plan, if applicable

Attachment G: Data Security Definitions

Attachment H: Child Information Form

Attachment I: Authorization for Photography /Video

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.

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**MIAMI-DADE COUNTY
MIAMI-DADE COUNTY, FLORIDA**

By: _____
(Signature of Authorized Representative)

(Type/Print Name)

(Type/Print Title)

Date: _____

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

By: _____
(Signature)

James R. Hai

President and CEO

Date: _____

This Contract is not valid until signed by both Parties.

Attachment A: Scope of Services

**ATTACHMENT A
SCOPE OF SERVICES
FY 2017-2018**

I. PROGRAM SUMMARY

Miami-Dade County (County), The Children's Trust (Trust), The School Board of Miami-Dade County, Florida (M-DCPS), the Foundation for New Education Initiatives, Inc. (Foundation), the South Florida Workforce Investment Board d/b/a CareerSource South Florida and Royal Caribbean Cruises, LTD., (collectively, referred to as the Parties) and others are partnering to provide a countywide Summer Youth Internship Program (SYIP or Program). M-DCPS and the Foundation shall operate the Program and provide in-kind services and support. Roles and responsibilities performed by M-DCPS and the Foundation are set forth below.

Using funding contributed by all parties, a minimum of 2650 youth will be recruited through Miami-Dade County Public Schools for enrollment in the SYIP. Reasonable efforts will be made to enroll a minimum of 100 youth and an equal number thereof from each county commission district. Interns will work 30 hours per week and receive a stipend of \$1,237.50 over a period of five (5) weeks. In addition to receiving a stipend, Interns earn a high school course credit and may be given the opportunity to earn college credits. Other services offered include, but are not limited to: internship sessions for youth, parents and internship providers, soft skills training and stipend for transportation and incidentals.

II. OUTREACH AND PUBLIC AWARENESS CAMPAIGN

It is understood and agreed between the Parties hereto that the Foundation is the administrative entity for the SYIP. Further, by the acceptance of these funds, the Foundation agrees that events funded pursuant to this Agreement shall recognize the County, The Children's Trust, the South Florida Workforce Investment Board, and Royal Caribbean Cruises, LTD. as funding sources. M-DCPS and the Foundation shall ensure that all publicity, public relations, advertisements and signs recognize the County, The Children's Trust, the South Florida Workforce Investment Board and Royal Caribbean Cruises, LTD. for supporting all contracted activities, where possible. This includes all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationeries. The use of the County's, The Children's Trust's, the South Florida Workforce Investment Board's and Royal Caribbean's Cruises, LTD. official logos is permissible. M-DCPS and the Foundation shall ensure that all media representatives, when inquiring about the activities funded or supported by this Agreement, are informed that the County, The Children's Trust, the South Florida Workforce Investment Board and Royal Caribbean Cruises, LTD. are funding sources and the County, The Children's Trust and the South Florida Workforce Investment Board are partners in the collaborative effort to establish the Summer Youth Internship Program.

III. M-DCPS ROLES AND RESPONSIBILITIES

A. Intern Recruitment

The Program shall recruit youth between the ages of 15 and 18 who are currently enrolled in Miami-Dade County Public Schools and reside in Miami-Dade County for summer internship opportunities. A minimum of 40 percent of the Program slots funded by the County under this Agreement shall be filled by children receiving free or reduced priced meals. In addition, recruitment efforts will place

an emphasis on at-risk youth, who for purposes of the SYIP are defined as, but not limited to, English Language Learners, and youth who are truant. Additionally, ten (10) percent of the interns will be youth with disabilities. Youth with disabilities are defined in Exceptional Student Education Policies and Procedures, which is approved by the Florida Department of Education and The School Board of Miami-Dade County, Florida. Other targeted/priority populations include youth currently in the foster care system and youth up to age 22 who are transitioning out of the foster care system. Demographics and enrollment criteria will be collected and reported as defined in Attachments A and C.

M-DCPS shall employ identical recruitment efforts and utilize uniform advertisement at every M-DCPS school that serves eligible youth.

B. Screening

1. Interns

Youth recruited for the SYIP will be directed to sign up for the internship selection pool using <https://miami.getmyinterns.org/>. This online resource allows for the universal screening of all potential applicants. Using information provided by the youth and M-DCPS personnel, internship providers can select Program participants to interview for internships. All youth must reside in Miami-Dade County and must be eligible to work in the United States. In addition to meeting basic eligibility guidelines, internship providers will interview potential interns and determine who is offered an internship. Interns are expected to commit for the duration of the entire Program and complete required academic course work.

2. Internship Providers

Internship providers are also required to register and enroll through <https://miami.getmyinterns.org/>. This online resource allows MDCPS' personnel to screen potential Program internship providers. Once approved, internship providers can screen, interview, and select an intern.

C. Orientation and Preparation

Throughout the school year M-DCPS prepares youth for the summer internship experience through various programs and curricula. In addition, youth recruited for an internship engage in additional soft skills preparation programming and work experience orientation.

D. Program Administrator

M-DCPS shall provide one (1) Program Administrator as an in-kind contribution.

IV. FOUNDATION ROLES AND RESPONSIBILITIES

A. Information Sessions

1. Parent/Guardian

The Foundation shall offer four (4) parent information sessions for the parents/guardians of potential interns. These sessions provide an overview of the SYIP and outline requirements and expectations

of the interns upon selection. During these sessions internship providers may also be present to conduct internship placement interviews.

2. Internship Providers

After the screening process and selection for Program participation, internship providers will be briefed on SYIP expectations and anticipated outcomes.

3. Intern Stipends and Disbursement

Each Intern is: (1) eligible to receive a stipend in the amount of \$1,237.50 over the five-week period; (2) required to report to the internship assignment approximately 30 hours per week; and (3) must meet specific educational requirements during the summer. In addition to the \$1,237.50 stipend, each Intern is also eligible to receive a transportation/incidental stipend of \$100.00 within the first week of the internship to cover transportation and other expenses that may create barriers to participation (i.e. meals, workplace attire, personal grooming).

Interns are eligible to receive a total of three stipends: (1) the incidental stipend of \$100.00; and (2) two (2) subsequent payments of \$618.75 each. These funds will be distributed via direct deposit through collaboration with the South Florida Educational Federal Credit Union ("SFEFCU") and the Foundation for New Education Initiatives, Inc. The SFEFCU account must be opened by May 25, 2018 or the incidental stipend may be delayed. The Foundation will compile and maintain a list for each funding source that will display all of the interns supported by said funding source. The Foundation will use these lists when transmitting stipend payment information to SFEFCU to ensure proper allocation across funding streams.

B. Interns Insurance

In order to protect Interns, internship providers and the SYIP, all Interns are required to have voluntary student accident insurance prior to the start of the internship. This insurance covers school-based activities including summer programs. This information is required to be disseminated to parents and potential interns during the various information sessions.

C. Internship Provider Celebration

At the end of the Program year, selected intern participants will be recognized at a culminating event that celebrates their accomplishments throughout the summer.

D. Program Administration and Staffing

1. Program Administrators

The Foundation will hire two (2) independent contractors to serve as Program Administrators, who shall be responsible for oversight of the SYIP program and day-to-day operations. These positions are in addition to the existing Program Administrator provided by M-DCPS as an in-kind contribution.

2. Instructional Supervisors

The Foundation will hire independent contractors to serve as Instructional Supervisors to interact with Interns, provide guidance and assist them in resolving problems and ensure their success in the Program. The Instructional Supervisors will have a minimum of two (2) contacts with each Intern over the five-week internship. The Instructional Supervisors will also serve as liaisons serving to develop and maintain positive relationships with internship providers, education professionals, and other organizations to ensure the success of the Program. The Program is expected to maintain an Intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.

3. Program Assistant

The Foundation may hire up to two (2) Program Assistants to assist with outreach, promotion and recruitment for the SYIP.

V. PROGRAM SCHEDULE

Month	Activity
April 2018	Announce SYIP Launch – https://miami.getmyinterns.org/ opens for students to sign up
April 2018	Recruitment of Internship Providers and Program Staff (instructional supervisor, program administrator and program assistants)
May 2018	Parent/Internship Provider Information Sessions
May 25, 2018	Last day for Students to Apply to Program
April/May 2018	Potential Interns Attend Information Sessions
June 2018	Internship Provider Information Sessions
Ongoing	Interviews and Placements, Instructional Supervisor Assignments and Insurance Enrollment Verification
June 2018	Summer Youth Internship Program Begins
July 2018	End of Internship Experience. Program wrap-up, surveys and post-tests.
September 2018	Presentation of Survey and SYIP Program Outcomes
TBD	Celebration

VI. PERFORMANCE MEASURES

A. Quantity – “How much will we do?”

The Foundation, M-DCPS or both shall report the following performance quantity measures to the County:

1. # of youth recruited by the Program
2. # of youth interviewed by Program internship providers
3. # of youth hired for summer internship
4. # of youth who completed the Program
5. # of youth who earned high school credit
6. # of youth who earned college credit

B. Quality – “How well will we do it?”

The Foundation, M-DCPS or both shall report the following performance quality measures to the County and The Trust.

Quality Measure (e.g., #/% of participants satisfied with the Program)	Measurement and Reporting Tool	Timing (e.g., After completion of XX activity)
#/% of youth satisfied with Program	Satisfaction survey	At completion of the Program
#/% of internship providers satisfied with services provided	Satisfaction survey	At completion of the Program
#/% of job coaches/instructional supervisors that are satisfied with Program	Satisfaction survey	At completion of the Program

C. OUTCOMES - Is Anyone Better Off?

The Foundation, M-DCPS or both shall report the following performance quality measures to the County and The Trust.

Outcome and Target %	Participants to be Measured	Data Source / Measurement Tool	Meaningful Improvement	Timing
85% of youth improve employability skills	Youth	Online Internship Program Competency Tool	Participants will meet the outcome with a course pass rate of 70% or higher	Multiple lessons will be completed throughout the program but course will be completed before program end date

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85% of youth earn high school academic credit	Youth	Miami-Dade County Public Schools Grade Book	Participants will meet the outcome with a course pass rate of 70% or higher	At completion of Program
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SYIP Interns with disabilities will use the online internship program competency tool with adaptations provided by ESE instructors as needed.

D. INTERN DEMOGRAPHICS – Student Participation

The Foundation, M-DCPS or both shall report the following demographic information to the County and The Trust:

1. Identify all schools that students participating in the Program attended during the 2017-2018 school year.
2. # of students from each school who participated in the Program.
3. # of students from each commission district in Miami-Dade County who participated in the Program.

Attachment: B
Budget, Invoices, Method of Payment and Other Fiscal Requirements

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ATTACHMENT B

BUDGET, INVOICES, METHOD OF PAYMENT and OTHER FISCAL REQUIREMENTS

Budget Amendments/Revisions

Budget amendments/revisions require written approval from the contract manager and The Children's Trust's chief financial officer or their designees. Requests for budget amendments/revisions must be submitted to a contract manager using The Children's Trust electronic system 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 amendments/revisions will be disallowed if they seek to revise retroactive costs not previously budgeted. All amendments/revisions must adjust for operational activity effective as of the previously billed period. Budget amendment/revision requests will not be accepted within sixty (60) calendar days prior to the expiration of Contract. Budget amendments/revisions will be incorporated into the Contract.

Invoice Requirements

Provider shall submit an electronic request for payment in The Children's Trust electronic system in accordance with the approved budget or budget amendments/revisions. The request for payment is due on or before the twenty fifth (25th) day of the month following the month in which expenditures were paid (exclusive of legal holidays or weekends). The Children's Trust will consider all invoices received after the twenty fifth (25th) of each month as late, even if the cause of a late submission is due to the delayed approval of a budget or amendment in the Children's Trust's electronic system. The Children's Trust agrees to reimburse Provider on a monthly basis. Any expense included on a reimbursement request that is dated more than two (2) months prior to the invoice period will not be approved. The Children's Trust reserves the right to request any supporting documentation related to this Contract.

If there are subcontractors to this Contract, Form D: Attestation of Payment must be uploaded to The Children's Trust electronic system Document Repository no later than thirty (30) calendar 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 uploaded to the Trust electronic system Document Repository no later than thirty (30) calendar days after payment to subcontractor. These forms may be downloaded from The Children's Trust 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 program(s) 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) calendar 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) calendar days of notification by The Children's Trust. After thirty (30) calendar 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. 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 underserving participants in accordance with the Contract.

The Children's Trust may opt not to reimburse Provider while Provider is under investigation by any federal, state or local agency, for any such matter related to or any program funded by The Children's Trust. Upon the conclusion of any federal, state or local investigation, The Children's Trust shall reimburse Provider for any outstanding funds due to Provider.

An electronic 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 the receipt of payment. Late submission may result in delay in the 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 (i.e., invoice) 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.

Indirect Administrative Costs

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

Match Requirement

Programs requiring a match if required in the respective solicitation, which is defined as cash or in-kind contributions including nonfederal cash dollars, donated items and/ or services that are part of the overall cost of operating the program, should be reasonable, necessary and/or required for the program. Matching funds do not include The Children's Trust's funds.

The Children's Trust reserves the right to ask for substantive documentation to support the match at any time and such documentation must be presented to Provider's independent auditors as part of its annual financial statement audit.

Direct Deposit of Payment

As a requirement of this Contract, Provider agrees that prior to or on the date commencing the effective term of this Contract, Provider will enroll in The Children's Trust direct deposit program. The direct deposit program requires that all reimbursements received from The Children's Trust are directly deposited into the Provider's designated bank account held in a United States financial institution. The format, including the terms and conditions for the direct deposit of payment, can be found on The Children's Trust website.

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, typically after expenses are incurred. Provider also agrees to pay its subcontractors, vendors and employees for the fulfillment of services provided on a timely basis. The Children's Trust expects that Provider will maintain sufficient funds in the amount of at least fifteen percent (15%) of its operating budget. Adequate working capital is considered a best practice and is necessary when managing a cost reimbursement contract. Provider is expected to possess the funds necessary to cover initial program expenses, and then request reimbursement from The Children's Trust.

Advance Payment Requests

, The Children's Trust authorizes advance payments to the Provider in the amount of eight-five percent (85%) of the total Contract amount. The Provider shall submit an advance request to The Children's Trust, which must include the amount requested and a justification for the request.

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Advance 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 designees. Advance payments are made at, and within, the sole discretion of The Children's Trust.

Advance repayment

Provider shall not draw any funds from under this Contract until the advance payment has been fully satisfied. Provider shall report the amount of the advance repayment in The Children's Trust electronic system using the "Advances/Adjustments" button on the reimbursement screen. If a Provider does not use the specified Children's Trust electronic system, the Provider is required to deduct its advance repayment from each invoice, consecutively, until the advance is repaid in full.

List of Approved Certified Public Accountants or Certified Public Accounting Firms (not applicable)

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 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 a triennial System Review Report with a passing score to The Children's Trust.

(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*.

(c) Completion of an annual CPA training session sponsored by The Children's Trust finance department.

Supporting Documentation Requirements

Provider shall maintain original records documenting actual expenditures and services provided according to the approved Budget and Scope of Services. 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, reimbursements 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
Miami Dade County - YEN XX16-7601 MDC - Collaborative Summer Youth Employment Program
Fiscal Year 17-18 (4/01/18 - 9/30/18)
Contract #: 1816-7601

CSC Program Allocation: \$1,500,000
 Budget Status: Rejected

Salary Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
511	Regular Salaries and Wages	0.00	0.00	0.00
521	FICA/MICA	0.00	0.00	0.00
522	Retirement Contributions	0.00	0.00	0.00
523	Life and Health Insurance	0.00	0.00	0.00
524	Workers Compensation	0.00	0.00	0.00
525	Unemployment Compensation	0.00	0.00	0.00
Salary Totals:		0.00	0.00	0.00

Expense Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
531	Travel (other than participants)	0.00	0.00	0.00
532	Travel (participants)	0.00	0.00	0.00
533	Meals (participants)	0.00	0.00	0.00
534	Space	0.00	0.00	0.00
535	Utilities	0.00	0.00	0.00
536	Supplies (office)	0.00	0.00	0.00
537	Supplies (program)	0.00	0.00	0.00
540	Non-Capital Equipment	0.00	0.00	0.00
550	Capital Equipment	0.00	0.00	0.00
591	Indirect Cost	0.00	0.00	0.00
611	Subcontractor	2,600,708.00	1,500,000.00	1,500,000.00
711	Professional Services (instructors)	0.00	0.00	0.00
721	Professional Services (certified teachers)	0.00	0.00	0.00
731	Professional Services (tutors)	0.00	0.00	0.00
741	Professional Services (consultants)	0.00	0.00	0.00
791	Professional Services (other)	0.00	0.00	0.00
811	Other (advertising)	0.00	0.00	0.00
821	Other (background screening)	0.00	0.00	0.00
831	Other (admission to field trips)	0.00	0.00	0.00
891	Other (other)	0.00	0.00	0.00
529	Fringe Benefits (other)	0.00	0.00	0.00

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Expense Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
841	Program Specific Audit	0.00	0.00	0.00
751	Professional Services (Evaluation)	0.00	0.00	0.00
851	Other (Volunteers)	0.00	0.00	0.00
852	Other (Special Events)	0.00	0.00	0.00
853	Other (Required Staff Training)	0.00	0.00	0.00
854	Other (Discretionary Funds)	0.00	0.00	0.00
855	Other (conference registration)	0.00	0.00	0.00
2000	Salary Summary	0.00	0.00	0.00
2005	EBP Trainings	0.00	0.00	0.00
Expense Totals:		2,600,708.00	1,500,000.00	1,500,000.00
Salary and Expense Totals:		2,600,708.00	1,500,000.00	1,500,000.00

**Program Funders
Summary Funders**

Funder Type	Funder	Total	Comment
Cash	Cash (Summary)	29,538.00	Private sector funded internships
Contributions	Contributions (Summary)	1,056,625.00	Miami-Dade County
In-Kind Contributions	In-Kind Contributions (Summary)	14,546.00	Miami-Dade County Public Schools
Summary Funder Totals:		1,100,709.00	

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Comprehensive Budget/Amendment Report
 Miami Dade County - YEN XX16-7601 MDC - Collaborative Summer Youth Employment Program
 Fiscal Year 17-18 (4/01/18 - 9/30/18)
 Contract #: 1816-7601
 Original Budget

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
Program Manager (38396)													
Staff: Diaz, Lupe (45637)													
Gross:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Original Budget Narratives:

Budget Amendment Narratives:

Approved Date:

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Salary Totals

		Percentage of Program Distribution to Gross Salary:				Percentage of CSC Distribution to Gross Salary:				0%			
		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:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Expense Data

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
611	Subcontractor	1,500,000.00	1,500,000.00	2,600,708.00	2,600,708.00
	Original Budget Calculation:				
	2600708				
	Original Budget Narratives:				
	See subcontractor budget				
	Miami-Dade County				
	\$2,600,708.00 - Total Program Allocation				
	\$1,500,000 - CSC Allocation				
	\$125,000 - approx. 5.01% Indirect/Administrative Costs				
	Amount of Match: Miami Dade County: \$1,056,625.00				
	Private Sector Internship Providers: \$29,537.50				
	Budget Amendment Narratives:				
	Approved Date:				
	Expense Totals				
		1,500,000.00	1,500,000.00	2,600,708.00	2,600,708.00
	Salary, Expense, and Subcontractor Totals				
		1,500,000.00	1,500,000.00	2,600,708.00	2,600,708.00

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Organization Name: Miami-Dade County
 Subcontractor Name: Foundation for New Education
 Contract Period: 4/1/2018 - 9/30/2018

5 months

Areas in Grey to be completed by the Agency

SALARIES AND WAGES Position Name	Program Allocation		Funding Request		Matching Funds	Justification
	Percent	Amount	Percent	Amount		
Full-Time Employees Program Administrator	15%	14,546	0	0	14,546	Justification/Calculations: \$46,62 X 2080 X 15% Amount of Match: \$15,545.75 Source of Match: Miami-Dade County Public Schools
Full-Time Total	0.2	\$14,546	0.0	\$0	\$14,546	
Part-Time / Seasonal Employees						
Stipends	100%	1,913,175	100%	943,200	969,975	Justification/Calculations: \$1,237.50/stipend (\$8.25/hour x 30 hrs./wk. x 5 wks.) x up to 1546 interns = \$1,913,175 Sources of Match: Miami Dade County: \$940,437.50 Public/Private Sector Employers: \$29,537.50 (approx 24 internships will be paid by the internship providers)
Part-time Total	1.0	\$1,913,175	1.0	\$943,200	\$969,975	
TOTAL FTEs/SALARIES	1.2	\$1,927,721	1.0	\$943,200	\$984,521	
FRINGE BENEFITS						
Fica/Mica	Rate: 0.00%	0	0	0	\$0	Justification/Calculations:
W-Compensation	Rate: 0%	0	0	0	\$0	
Reemployment	Rate: 0%	0	0	0	\$0	
Retirement	Rate: 0%	0	0	0	\$0	
Other						
Voluntary Ins.	Cost per Student: \$16.00	300	\$4,800		\$4,800	300 students x \$16 student Amount of Match: \$4,800 Source of Match: Miami Dade County
Life Ins.	Cost per Staff: \$0.00		\$0		\$0	Source of Match:
TOTAL FRINGE BENEFITS					\$4,800	
OPERATING EXPENSES:						
Travel (participants)		152,200	152,100		100	Justification/Calculations: Transportation and incidental expense stipend for program participants that require assistance with transportation, clothing, meals and the removal of other barriers that may impact participation. The internship program five (5) weeks and each participant is allotted \$100 stipend x approx. 1522/participants = \$152,200 Note: Reduced by 24 to account for interns funded by private sector internship providers that do not provide the travel stipend. Source of Match: Miami Dade County (\$100 for 1 stipend)
Supplies - office (e.g. paper, printing, postage)		9,957	8,670		1,287	Justification/Calculations: Less than 2% of total budget Source of Match: Miami-Dade County

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Organization Name: Miami-Dade County
 Subcontractor Name: Foundation For New Education
 Contract Period: 4/1/2018 - 9/30/2018

5 months

Areas in Grey to be completed by the Agency

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	Program Allocation	Funding Request	Matching Funds	Justification
Non-Capital Equipment (less than \$1,000)	\$7,730	\$7,730	\$0	Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested.
OdysseyWare	7,730	7,730	0	Justification/Calculations: The software used to administer the required pre-internship online course. Source of Match:
Professional Services/Independent Instructors (List each)	\$321,800	\$269,300	\$52,500	
Instructional Supervisors	205,800	169,050	36,750	Justification/Calculations: \$35/hr x 30 hrs/week x 7 weeks x 23 positions Source of Match: Miami-Dade County (5 positions for \$36,750)
SPED Instructional Supervisors	84,000	68,250	15,750	Justification/Calculations: \$25/hr x 30 hrs/week x 7 weeks x 13 positions Source of Match: Miami-Dade County (3 positions for \$15,750)
Professional Services (Other) (List each)	\$32,000	\$32,000	\$0	
Program Administrator	20,000	20,000	0	Justification/Calculations: \$2500 x 4 pay periods x 2 employees = \$20,000 Source of Match:
Program Assistant	12,000	12,000	0	Justification/Calculations: \$15/hr. x 25 hrs. week x 16 weeks x 2 positions = \$12,000 Source of Match:
Other	\$51,500	\$44,000	\$7,500	
Advertising	7,000	7,000	0	Justification/Calculations: Signage, flyers, handbooks to advertise SYTP program Source of Match:
Special Events Youth Economic Development Conference	25,000	25,000	0	Justification/Calculations: Two (2) day Youth Economic Development Conference offered by Urgent, Inc. Source of Match:
Other - Additional (List each)	\$19,500	\$12,000	\$7,500	
Website updates required for program implementation	8,000	8,000	0	Justification/Calculations: Updates to website used by employers to recruit interns and interns to apply for the program Source of Match:
Parent and Internship Provider Information Sessions	4,000	4,000	0	Justification/Calculations: Three (3) parent orientations that provide interns, parents, guardians an overview of the program focus, expectations and opportunities. Amount of Match: Source of Match:

Organization Name: Miami-Dade County
 Subcontractor Name: Foundation For New Education
 Contract Period: 4/1/2018 - 9/30/2018

5 months

Areas in Grey to be completed by the Agency

	Program Allocation	Funding Request	Matching Funds	Justification
Internship Provider Event	7,500	0	7,500	Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested. Justification/Calculations: Amount of Match: Miami-Dade County
TOTAL OPERATING EXPENSES:	\$390,987	\$481,800	\$61,387	
Administrative/Indirect Costs	5% 125,000	75,000	50,000	Justification/Calculations: Amount of Match: \$50,000 Source of Match: Miami-Dade County
TOTAL BUDGET	\$2,600,708.00	\$1,500,000.00	\$1,100,708.00	
TOTAL PROGRAM COST (REQUESTED FUNDING AND MATCH)			\$2,600,708.00	

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Attachment: C
Programmatic Data and Reporting Requirements

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ATTACHMENT C
Programmatic Data and Reporting Requirements

The School Board of Miami-Dade County (M-DCPS) and/or the Foundation for New Education Initiatives, Inc., (Foundation), shall submit to Miami-Dade County, (County), participant demographic, aggregate attendance, and aggregate participant outcome measures as noted in the Scope of Service (Attachment A). Reporting includes submission of quantity, quality, outcomes and narrative reports.

I. DEMOGRAPHIC INFORMATION

Intern demographics are required to be at three intervals during the contract period and must include, at a minimum the following:

- A. Zip code of intern residence
- B. Commission district of intern residence
- C. Gender
- D. Age
- E. Race (American Indian or Alaskan Native, Asian, Black or African American, Pacific Islander, White, Other, Unknown)
- F. Ethnicity (Hispanic, Haitian, Other, Unknown)
- G. Current Grade
- H. Current School
- I. Risk factor enrollment criteria as defined in Attachment A under Participant Recruitment (free/reduced lunch status, foster care, English language learners, truancy, youth with disabilities)

II. PERFORMANCE MEASURES

M-DCPS and the Foundation, or both shall submit to Miami-Dade County:

- A. All quantity performance measures specified in Attachment A;
- B. A summary of the results of the performance quality measures (youth and internship provider satisfaction surveys for the Summer Youth Internship Program);
- C. Aggregate, unduplicated data for participant testing and outcome results.

III. REPORTING DUE DATES

Interim Report I (March – May)	Interim Report II (June - July)	Final Report (August - September)
<p>Due date: July 8, 2018</p> <ul style="list-style-type: none"> • Narrative Report • Participants Demographics • Measures of quantity • Assessment tools administered 	<p>Due Date: August 15, 2018</p> <ul style="list-style-type: none"> • Narrative Report • Participants Demographics • Measures of quantity • Measures of quality 	<p>Due date: October 30, 2018</p> <ul style="list-style-type: none"> • Narrative Report • Executive Summary <ul style="list-style-type: none"> ○ Key Highlights ○ Internship Providers • Participants Demographics • Measures of quantity • Outcome testing and results

IV. EXPENDITURE REPORT

- A. The Foundation shall maintain an accounting of the expenditures of the Summer Youth Internship Program funds and shall return to the County any funds not expended by September 30, 2018. Due upon at the conclusion of the Summer Youth Internship Program. The Foundation shall report the following compensation measures for each program participant to the County and The Children’s Trust:
 1. Identity of all program participants
 2. # of internship experience hours per program participant

3. Stipend distributed to each program participant
 4. Total compensation (stipends) for each Program participant
 5. Identify program participants who were provided travel incidental stipend and the cost of each payment
 6. Identity program participants insured with student accident insurance and invoice and proof of payment for student accident insurance
- B. The Foundation shall report the following compensation measures for instructional supervisors, administrative staff, independent contractors and all other positions funded by the program to the County:
1. Identity of all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
 2. # of hours worked by all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
 3. Rate of pay for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program
 4. Total compensation for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program
- C. The Foundation shall report to the County all other direct costs and expenditures wherein Program funds were utilized, including, but not limited to, the following:
1. Detailed information describing, invoices for costs and/or expenses and proof of payment for parent orientation sessions
 2. Detailed information describing, invoices for costs and/or expenses and proof of payment for Internship Provider orientation sessions
 3. Detailed information describing, invoices and/or expenses and proof of payment for end of program celebration
 4. Contract, invoice and proof of payment for SYIP stipend/wage administration

Attachment D (not applicable)
Program-Specific Audit Requirements

The Program-Specific Audit must encompass an audit of The Children's Trust Contracts in accordance with **Section O: Records, Reports, Audits and Monitoring** 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; (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.

Program-Specific Audits must be conducted in compliance with AU-C 935 and are required to include performing tests of controls over compliance.

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 assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported.

The auditor's test work and sample size of each compliance requirement should be the result of the assessed level of inherent risk and control risk as it relates to each compliance requirement as stated in The Children's Trust Contracts.

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

At a minimum, the auditor must include the following tests in its 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) Internal Controls	1) 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 assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective	A) Controls tested during the financial statement audit may not consider compliance as it relates to The Children's Trust's Contract. Overall control risk must consider each compliance requirement tested during the Program-Specific Audit. Separate risk assessment procedures and materiality should be performed and

Compliance Requirement	Program-Specific Audit Implication	Example
	<p>regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported.</p> <p>The auditor's test work and sample size of each compliance requirement should be the result of the assessed level of inherent risk and control risk as it relates to each compliance requirement as stated in The Children's Trust Contracts</p>	<p>generated for a Program-Specific Audit.</p>
<p>b) Budget vs. Actual Expenditures</p>	<p>1) The approved budget is to include the original approved Contract as well as any approved budget amendments/revisions.</p>	<p>A) Test work should include a schedule identifying each Contract and its original/amended budget, monthly billings, Contract utilization and any analytical expectations that may identify any overbillings.</p> <p>i. The current Children's Trust electronic system does not allow providers to overbill any budgeted line item or Contract allocation, however, if Contract utilization is greater or less than expected, this could indicate that a budgeted salary rate is not the employee's actual rate. Provider must compensate employees at the rate stated on the budget. Any difference in rate would warrant a finding in the Program-Specific Audit Report.</p>
<p>c) Allowable/Unallowable Activities and Costs</p> <p>Common unallowable costs:</p> <p>1. Salary rates, payroll methods and hours billed that do not</p>	<p>1) Requires that the nature of services and type of costs paid are in agreement with the contractual budget and/or budget amendment/revision's Scope of Services and budget guidelines.</p>	<p>A) If Provider asks to be reimbursed for six (6) field trips to teach children social skills, only field trips enumerated in either the contractual budget narrative or the contractual</p>

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Compliance Requirement	Program-Specific Audit Implication	Example
<p>match original or amended budgets.</p> <p>2. Fringe benefits billed to The Children's Trust for employees not included in Contract budget and are unrelated to the program.</p> <p>3. Professional services billed within regular salaries and wages.</p> <p>4. Capital purchases disguised as repairs.</p> <p>5. Sales taxes and tips.</p> <p>6. Fuel.</p> <p>7. Food and beverage costs for parties, celebrations, end-of-program events, and conferences or conventions, unless while attending an out-of-town conference or convention.</p> <p>8. Monetary gift cards as incentives.</p> <p>A detailed listing of all costs and activities considered allowed and unallowed can be viewed in the Budget Guidelines form on The Children's Trust website.</p>	<p>AND/OR</p> <p>Requires that activities performed or costs paid with The Children's Trust funds are listed in the contractual budget narrative or a contractual budget amendment/revision narrative.</p> <p>2) Any cost or service billed that is not approved in the Contract's budget is a finding and reported as a questioned cost on the Program-Specific Audit Report.</p> <p>3) If any cost or service is billed in more than one Contract, and the billings are in excess of the total disbursement or approved allocation, the expense has been overbilled or double billed and should be considered a finding.</p> <p>4) The Children's Trust funds must supplement a program; supplanting of funds is unallowable. A provider may not use Contract funds to defray any costs that the recipient already is obligated to pay. (See example F.)</p>	<p>Scope of Service will be reimbursed.</p> <p>B) If the contractual budget, lists a program coordinator position at \$25.00/hour, the provider must pay the program coordinator and charge The Children's Trust \$25.00/hour. The provider cannot substitute funding identified for the program coordinator to any other position.</p> <p>C) If the contractual budget, lists a program coordinator's position, with dedicated time charged to The Children's Trust program of 25%, the provider must 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>D) If three Contracts list a program coordinator's total budgeted salary as \$100,000.00 and each Contract will reimburse \$35,000.00 (35%), then a possible overbilling of \$5,000 may have occurred ($\\$35,000.00 \times 3 = \\$105,000.00$ or $35\% \times 3 = 105\%$ Children's Trust salary allocation).</p> <p>E) If an invoice is submitted to The Children's Trust that includes food charges for end-of-year parties and celebrations, those costs are NOT allowable per The Children's Trust budget guidelines and cannot be paid by The Children's Trust.</p> <p>F) If a provider, prior to applying to participate in the contracted program, committed to purchase 10 new computers for another program, the provider must purchase those 10 computers in addition to any other computers requested for The Children's Trust program.</p>

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Compliance Requirement	Program-Specific Audit Implication	Example
d) Cash Management	1) With the exception of the last month of the Contract period, monthly invoices must represent costs actually paid during the Contract period (cash basis), rather than costs incurred or accrued.	<p>A) If payroll is paid on 3/31, it should be disclosed in March's reimbursement.</p> <p>B) If payroll is paid on 4/1, but represents time charged in March, it should be disclosed in April's reimbursement.</p>
e) 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.	<p>A) If the active Contract period extends from 8/1 through 7/31, and provider expends \$250.00 for office supplies on 9/30 during said Contract period, that expenditure must support program services performed during the Contract term.</p> <p>B) The following items warrant the most attention at the beginning and end of Contract periods:</p> <ul style="list-style-type: none"> i. Payroll from expired Contracts is not allowed to be billed in the first month of the renewed Contract if it was paid during the invoiced month but was incurred in prior Contract. Reporting requirements for final invoice allow this payroll to be expensed and reimbursed in prior Contract. Only the portion of payroll incurred during the Contract period may be billed. ii. Utilities iii. Insurances
f) Special Provisions	1) Eligibility requirements related to Contract expectations such as type of participants served, number of participants served and background checks should NOT be tested as part of The Children's Trust Program-Specific Audit. The Program-Specific Audit is meant to test the fiscal viability of the provider. Therefore, certain Contract provisions that support	<p>Each of the following special provisions must be tested:</p> <p>A) Insurance requirements (further described in Section K: Insurance Requirements of this Contract)</p> <ul style="list-style-type: none"> i. Auditor should determine if all applicable insurance policies were carried during the fiscal year.

Compliance Requirement	Program-Specific Audit Implication	Example
	the fiscal viability of the provider should be tested.	<p>B) Proof of tax status (further described in Section L: Proof of Tax Status of this Contract)</p> <p>ii. Auditor should vouch that applicable documents verifying that all incurred payroll and unemployment taxes have been paid.</p> <p>C) Data security obligation (further described in Section O: 12 of this Contract)</p> <p>i. Auditor should obtain and/or understand the provider's data security policy.</p> <p>D) Subcontractor agreements (if applicable)</p> <p>i. Auditor should obtain and understand any agreements made with subcontracted parties. Additionally, the auditor should obtain and understand any provider monitoring procedures.</p> <p>E) Matching Funds</p> <p>i. In some cases, a required match is contracted. This will be indicated in Section C: Total Funding of this Contract. Verify the applied method the provider uses to satisfy match requirements. Also, verify that provider maintains documentation to back up match requirements.</p>

The independent auditor's report shall state that the audit was conducted in accordance with: (1) auditing standards generally accepted in the United States of America; (2) the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and (3) the Program-Specific Audit Requirements listed in The Children's Trust Contract.

ATTACHMENT E-1

Affidavit under Penalty of Perjury for Level 2 Background Screenings

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

In accordance with sections 943.0542, 984.01, 39.001 and Chapters 430, 435, and 402, Florida Statutes, and pursuant to the requirements of Paragraph R. Background Screening of this Contract, the undersigned affiant makes the following statement under oath and 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.

All full-time, part-time, contracted staff and volunteers, along with the staff and volunteers provided to the program by a subcontractor have been checked against The Dru Sjodin National Sex Offender Public Website <http://www.nsopw.gov/eng>. (Check must have taken place within 30 calendar days prior to the signing of this document.)

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:

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.

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

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:

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ATTACHMENT E-2
CHILD CARE
ATTESTATION OF GOOD MORAL CHARACTER

State of Florida

County _____

Before me this day personally appeared _____ who, being duly sworn, deposes and says:
(Applicant's/Employee's Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by Chapter 435, Florida Statutes, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

- Section 393.135 sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593 sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111 adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28 criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 777.04 attempts, solicitation, and conspiracy
Section 782.04 murder
Section 782.07 manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071 vehicular homicide
Section 782.09 killing an unborn child by injury to the mother
Chapter 784 assault, battery, and culpable negligence, if the offense was a felony
Section 784.011 assault, if the victim of offense was a minor
Section 784.03 battery, if the victim of offense was a minor
Section 787.01 kidnapping
Section 787.02 false imprisonment
Section 787.025 luring or enticing a child
Section 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3) carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2) (b) possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011 sexual battery
Former Section 794.041 prohibited acts of persons in familial or custodial authority
Section 794.05 unlawful sexual activity with certain minors
Chapter 796 prostitution
Section 798.02 lewd and lascivious behavior
Chapter 800 lewdness and indecent exposure
Section 806.01 arson
Section 810.02 burglary
Section 810.14 voyeurism, if the offense is a felony
Section 810.145 video voyeurism, if the offense is a felony
Chapter 812 theft and/or robbery and related crimes, if a felony offense
Section 817.563 fraudulent sale of controlled substances, if the offense was a felony
Section 825.102 abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103 exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04 incest
Section 827.03 child abuse, aggravated child abuse, or neglect of a child
Section 827.04 contributing to the delinquency or dependency of a child
Former Section 827.05 negligent treatment of children
Section 827.071 sexual performance by a child
Section 843.01 resisting arrest with violence
Section 843.025 depriving a law enforcement, correctional, or correctional probation officer means of protection or

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Section 843.12	communication
Section 843.13	aiding in an escape aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 874.05(1)	encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

I understand that I must applicable acknowledge the existence of any criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one (1) business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that my record does not contain any of the above listed offenses. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record. (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification

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ATTACHMENT E-3



Child Abuse & Neglect Reporting Requirements

All child care personnel are mandated by law to report their suspicions of child abuse, neglect, or abandonment to the Florida Abuse Hotline in accordance with section 39.201, Florida Statutes.

- * Child care personnel must be alert to the physical and behavioral indicators of child abuse and neglect.

"Child Abuse or Neglect" is defined in section 39.201, Florida Statutes, as "harm or threatened harm" to a child's health (mental or physical) or welfare by the acts or omissions by a parent, adult household member, other person responsible for the child's welfare, or for purposes of reporting requirements by any person.

Categories include:

- Physical Abuse or Neglect (i.e. unexplained bruises, hunger, lack of supervision...)
- Emotional Abuse or Neglect (i.e. impairment in the ability to function, depression...)
- Sexual Abuse (i.e. withdrawal, excessive crying, physical symptoms...)

- * Reports must be made immediately to the Florida Abuse Hotline Information System by
 - Telephone at 1-800-96-ABUSE (1-800-962-2873), or
 - Fax at 1-800-914-0004, or
 - Online at <http://www.dcf.state.fl.us/abuse/report/>.
- * Failure to perform duties of a mandatory reporter pursuant to section 39.201, Florida Statutes, constitutes a violation of the standards in sections 402.301 – 402.319, Florida Statutes, and is a felony of the third degree. **Remember**, it is each child care personnel's responsibility to report suspected abuse and/or neglect.
- * All reports are confidential. However, persons who are mandated reporters (child care personnel) are required to give their name when making a report.
- * It is important to give as much identifying and factual information as possible when making a report.
- * Any person, when acting in good faith, is immune from liability in accordance with section 39.203(1)(a), Florida Statutes.
- * For more information about child abuse and neglect, visit the Florida Department of Children and Families' ("Department") website at www.myflorida.com/childcare and select "Training Requirements." The Department offers a 4-hour *Identifying and Reporting Child Abuse and Neglect* course for child care providers. This course is an overview of the various types of abuse and neglect, indicators that may be observed, the legal responsibility of mandatory reporters, and the proper procedure for reporting abuse and neglect, as required by sections 402.305(2) and 402.313(1), Florida Statutes. The course is offered both online and in person with an instructor throughout Florida.

This statement is to verify that on _____, 20____, I, _____
Date Print Name of Employee

Read and understood the information and my mandated reporting requirements.

Signature of Employee (for facility or large family child care home)

Signature of Operator

ATTACHMENT E-4



**BACKGROUND SCREENING
& PERSONNEL FILE REQUIREMENTS**

Place in employee file and attach all background screening documentation.
Authority: sections 402.301- 402.319 and Chapter 435,
Florida Statutes

Name of Employee: _____

Name of Facility: _____

*Social Security #: _____ Date of Birth: _____ Employment Date: _____

*The Department's license/registration application requires personnel to give their Social Security number for the purposes of background screening. Social security numbers are only used by the Department for identity verification.

Position Classification (check one)	Position Type (check all that apply)	Age Group Assigned (check one)	Education Level (check one)
Child Care Personnel	Owner	0 – 12 Months	No High School/GED
Intermittent Volunteer	Director	1 Year	High School Student
Other Personnel	Lead Teacher (must select age group)	2 Years	High School/GED
	VPK Instructor	3 Years	National Early Childhood Credential
	Assistant Teacher	4 Years	Birth Through Five Child Care Credential
	Substitute	4 Years VPK	School-Age Child Care Credential
		5+ Years	Associates Degree
		Mixed	Bachelor's Degree
		Not Applicable	Master's Degree or Higher

SCREENING DOCUMENTATION

All child care personnel are required by law to be screened pursuant to Chapter 435,
Florida Statutes, as a condition of employment and continued employment.

Initial Screen

	Date Livescanned	Date completed
FINGERPRINT	FDLE/ FBI	FDLE/ FBI
Affidavit of Good Moral Character (due on or before employment, following a 90 day break, or when changing employers)		N/A

5 Year Re-screen

	Date Livescanned	Date completed
FINGERPRINT		
FINGERPRINT		
FINGERPRINT		

OTHER REQUIREMENTS

Date Employment References Checked: _____

Names of References (attach additional documentation if necessary):

Leave of Absence Documentation from Employer (if applicable):

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ATTACHMENT F
PERFORMANCE IMPROVEMENT PLAN, IF APPLICABLE

ATTACHMENT G
Data Security Definitions

"Authorized Employees" means Provider's employees who have a need to know or otherwise access Highly Sensitive Personal Information or Personal Information to enable Provider to perform its obligations under this Agreement.

"Authorized Persons" means (i) Authorized Employees; or (ii) Provider's subcontractors approved by The Children's Trust who have a need to know or otherwise access Highly Sensitive Personal Information or Personal Information to enable Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Highly Sensitive Personal Information or Personal Information in accordance with the terms and conditions of this Agreement.

"Unauthorized Third Party" means any person other than Authorized Employee or Authorized Person(s).

"Highly Sensitive Personal Information" means an individual's (i) government-issued identification number (including, without limitation, social security number, driver's license number or state-issued identified number); (ii) financial account number, credit card number, debit card number or credit report information, with or without any required security code, access code, personal identification number or password that would permit access to an individual's financial account; or (iii) biometric or health data.

"Personal Information" includes Highly-Sensitive Personal Information or any of the following:

(i) An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

- (1) A social security number.
- (2) A driver's license or identification card number, passport number, military identification number or other similar number issued on a government document used to verify identity.
- (3) A financial account number or credit card number or debit card number, in combination with any required security code, access code or password necessary to permit access to an individual's financial account.
- (4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.
- (5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

(ii) User name or email address, in combination with a password or security question and answer that would permit access to an online account.

Notwithstanding the foregoing, the term "Personal Information" shall not include information (1) about an individual that has been made publicly available by a federal, state or local governmental entity; or (2) that is encrypted, secured or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

"Security Breach" or **"Breach"** means unauthorized access of data in electronic form containing Highly Sensitive Personal Information or Personal Information, or a breach or alleged breach of this Agreement relating to such privacy practices. Good faith access of Highly Sensitive Personal Information or Personal Information by an employee or agent of the covered entity shall not constitute a breach of security under this Agreement, so long as the information is not used for a purpose unrelated to the business of The Children's Trust, or as a result of any other unauthorized use.

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CHILD INFORMATION FORM

Child's Last Name _____ First _____ Middle Name _____

Child's Date of Birth (MM/DD/YYYY) [][] [][] [][][][] Child's Gender Male Female

Last four (4) digits ONLY of child's social security # [][][][] No SS #

Miami-Dade County Public Schools ID # [][][][][][] No M-DCPS ID #

Child's current school _____

Is your child proficient in English? Yes No

Other language(s) spoken in your home Spanish Haitian Creole Other: _____ None

Street Address _____ City _____ Zip Code _____

Child's ethnicity Hispanic Haitian Other, please specify: _____

Child's race (select only one) American Indian or Alaskan Asian Black or African-American Pacific Islander White Other Multiracial

Child's current grade [][]

Does child have health insurance? (ex., private insurance, KidCare, Medicaid) Yes No
(If not, we may be able to help you find affordable coverage – call 211 or visit www.thechildrenstrust.org/parents/health-connect/insurance.)

Child's primary caregiver (full name) _____

Primary caregiver email address _____

Primary Phone Number [][][] [][][][] [][][][][] Is this a cell/mobile phone? Yes No

(Please note that The Children's Trust may contact you via postal mail, email and/or text to ask about your satisfaction with these services, and to make you aware of other Trust-funded programs, initiatives and events you may be interested in.)

We want to get to know your child better so that we can provide the best possible experience in our programs. Please tell us more about your child...

What are the main ways in which your child communicates? (Mark all that apply)

- Speaks and is easily understood
- Speaks but is difficult to understand
- Uses communication devices like pictures or a board
- Uses gestures or expressions like pointing, pulling, smiling, frowning or blinking
- Uses sign language
- Uses sounds that are not words like laughing, crying or grunting

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What, if any, help does your child receive at this time? (Mark all that apply)

- Behavioral therapy or services
- Counseling for emotional concerns
- Daily medication (not including vitamins)
- Occupational therapy (OT)
- Physical therapy (PT)
- Special education services in school
- Speech/language therapy
- None of the above

What conditions does your child have that are expected to last for a year or more? (Mark all that apply)

- Autism spectrum disorder
- Developmental delay (only if under age 5)
- Intellectual/developmental disability (over age 5)
- Hearing impairment or deaf
- Learning disability (school age)
- Medical condition or illness
- Physical disability or impairment
- Problems with aggression or temper
- Problems with attention and hyperactivity (ADHD)
- Problems with depression or anxiety
- Speech or language condition
- Visual impairment or blind
- None of the above

If you marked "None of the above" on the previous question, please skip the next two questions and sign below. If you marked any other answer on the question above, please answer the remaining questions and sign below.

Do any of the conditions marked above make it harder for your child to do things that other children of the same age can do? Yes No

To support your child's successful participation in this program, in what areas might s/he need extra assistance? No specific help needed

- Holding a crayon/pencil, writing, using scissors or other fine motor tasks
- Sports or physical activities like running or other gross motor tasks
- Managing feelings and behavior
- Academic, learning or reading activities
- Adapting activities to take into account a visual or hearing impairment
- Using assistive device(s) like a wheelchair, crutches, brace or walker
- Personal services like help with feeding, toileting or changing clothes
- Other _____

Please tell us anything else you think it is important for us to know about your child:

If you are interested in other services funded by The Children's Trust, please call 211 or visit www.thechildrenstrust.org. For special needs resources for your child, visit www.advocacynetwork.org or www.thechildrenstrust.org/cwd

I give my permission for this information to be submitted to The Children's Trust for program quality and evaluation purposes. The Children's Trust provides funding for the program.

PARENT/GUARDIAN SIGNATURE _____ DATE _____

FOR STAFF USE ONLY (MUST BE COMPLETED)

ORGANIZATION _____ SITE _____

POPULATION MEMBERSHIP (check all that apply): Dep Syst Delin Syst

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ATTACHMENT I



AUTHORIZATION FOR PHOTOGRAPHY/VIDEO

I, _____, the parent or guardian of _____ hereby authorize and give consent to service providers and the staff of The Children's Trust of Miami-Dade County as follows:

I hereby:

consent and authorize or do not consent and authorize

the staff of The Children's Trust of Miami-Dade County to take/use still photographs, digital photographs, motion pictures, television transmission, and/or videotaped recordings (hereinafter "Recordings") of me, my children, or my wards for educational, research, documentary, and public relations purposes.

Signature of Parent or Guardian

Signature of Witness

Date

Date

Any such Recordings may reveal your identity through the image itself without any compensation to you, your children or wards.

Any and all Recordings taken of you, your children or wards shall be the sole property of The Children's Trust.

With regard to the use of any Recordings taken of you, your children or wards, you hereby waive any and all present and future claims you may have against The Children's Trust of Miami-Dade County, its staff, service providers, employees, agents, affiliates and Board members.

3150 SW 3rd Avenue, 8th Floor • Miami, FL 33129
(305) 571-5700 • Fax: (305) 860-2328
www.thechildrenstrust.org

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EXHIBIT B

RENEWED COOPERATIVE AGREEMENT BETWEEN
MIAMI-DADE COUNTY,
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND
FOUNDATION FOR NEW EDUCATION INITIATIVES, INC.

This Renewed Cooperative Agreement, hereinafter referred to as Agreement, entered into this ___ day of _____, 2018 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as County, The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, hereinafter referred to as Miami-Dade County Public Schools (M-DCPS), and the Foundation For New Education Initiatives, Inc., hereinafter referred to as Foundation, hereinafter collectively referred to as (Parties).

WHEREAS, the Parties wish to renew the collaborative network, which established the Summer Youth Internship Program (Program) during the summer of 2016; and

WHEREAS, in the summer of 2018, the Program will, again, provide work experience opportunities through internships to youth in Miami-Dade County; and

WHEREAS, in addition to the County, South Florida Workforce Investment Board d/b/a CareerSource South Florida, Royal Caribbean International, Ltd, and JP Morgan Chase, will also fund and support the Program; and

WHEREAS, M-DCPS and the Foundation provide or will develop, cause the provision, or development of services of value to the County and has demonstrated an ability to cause the development or provision of these services in the Program; and

WHEREAS, the County is desirous of assisting M-DCPS and the Foundation in the provision of these services and M-DCPS and the Foundation are desirous of causing the provision such services; and

WHEREAS, this Agreement provides for compliance with federal, state and local laws and regulations applying to the provision of educational programs and related services for Program participants,

NOW THEREFORE, in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

I. **SCOPE OF SERVICES.**

M-DCPS and the Foundation agree to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

M-DCPS and the Foundation will implement the Scope of Services in a manner deemed reasonably satisfactory to the County. No Scope of Services revision or amendment or other amendment to this Agreement shall be effective until approved in the form of a written amendment to this Agreement executed by the County Mayor or County Mayor's Designee and M-DCPS and/or the Foundation. Overall implementation and monitoring of this Agreement shall be carried out through cooperative efforts of the Parties' administrative staffs.

II. BUDGET SUMMARY.

M-DCPS and the Foundation agree that all expenditures or costs shall be made in accordance with the Budget, which is incorporated herein and attached hereto as Attachment B.

III. EFFECTIVE TERM.

The Parties agree that this Agreement shall commence on the earlier of May 1, 2018 or the effective date of a resolution adopted by the Miami-Dade County Board of County Commissioners that authorizes the Program. The Effective Term of this Agreement shall be from the commencement date through September 30, 2018. The County shall not make payments or disburse funds for services performed or costs incurred outside the Effective Term. The Foundation agrees that any unspent and/or uncommitted funds remaining in the Program after September 30, 2018 shall be returned to the County. This Agreement may be renewed subject to available funds and authorization by the Miami-Dade County Board of County Commissioners, and by mutual written agreement of the Parties.

IV. AMOUNT PAYABLE.

Subject to available funds and as may be appropriated by the Miami-Dade County Board of County Commissioners, the amount payable for services rendered under this Agreement shall not exceed \$2,556,625.00. Payment should be made according to Section VIII- Payment Procedures. The Parties agree that at least 40 percent of the funds, \$1,022,650.00, drawn under this Agreement shall be used to fund Program slots for students receiving free and reduced priced meals. The Foundation agrees that should available funding be reduced, the amount payable under this Agreement may be reduced at the sole discretion of the County. The Foundation agrees to adhere to Attachment B of this Agreement.

V. PROOF OF BACKGROUND SCREENING.

The County requires and M-DCPS and the Foundation agree to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. M-DCPS and/or the Foundation shall execute and submit the Level 2 Background Screening Affidavit, Child Care Attestation of Good

Moral Character form, and the Background Screening & Personnel File Requirements form, incorporated herein and attached hereto as Attachments C, D, and E, respectively, to demonstrate that background screening of appropriate employees, volunteers and subcontracted personnel was conducted as required by this Agreement. M-DCPS' and/or the Foundation's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances and Miami-Dade County resolutions regarding background screening of employees, volunteers and subcontracted personnel is grounds for breach and termination of this Agreement at the sole discretion of the County. Only employees, volunteers and subcontracted personnel with satisfactory background checks, conducted by an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation), may work in direct contact with Program participants.

The County shall not disburse any funds to the Foundation unless and until the Foundation furnishes the County with proof of the satisfactory background screenings required under this Section.

VI. AUTONOMY.

M-DCPS and the Foundation do not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

There shall be no third party beneficiaries to this Agreement. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party.

VII. TERMINATION BY EITHER PARTY.

The Parties agree that this Agreement may be terminated by any party hereto by written notice to the other Parties of such intent to terminate, at least thirty (30) days prior to the effective date of such termination. In the event of an issue involving health, safety or welfare of Program participants, any party may terminate this Agreement immediately. The County Mayor or County Mayor's Designee is authorized to terminate this Agreement on the behalf of the County. The Superintendent of Schools or the Superintendent's designee is authorized terminate this Agreement on the behalf of M-DCPS.

This Agreement may be modified or amended only in writing by mutual consent of the Parties.

VIII. PAYMENT PROCEDURES.

The County agrees to pay the Foundation for services rendered under this Agreement based on the payment schedule, Budget or both, as provided in Attachment B. Additionally, the Foundation acknowledges the County's contract with The Children's Trust, which is incorporated

herein and attached hereto as Attachment F, and agrees to comply with all relevant terms, including budgetary terms and otherwise, as if fully set forth herein.

A. First Advance Payment. The County shall transmit \$1,917,469.00 of funding, 75 percent of total funding, \$2,556,625.00, to the Foundation as a cash advance within thirty (30) days of execution of this Agreement. Such funding shall be for all budgeted Program costs, as provided in the Budget approved under this Agreement (see Attachment B), to be expended or incurred by the Foundation, which are allowable under County guidelines and in accordance with this Agreement.

B. Second Advance Payment. The Foundation shall submit its 1st invoice to the County no later than the 15th day of the month following the 1st payroll payment. Thereafter, within two (2) business days the County shall advise the appropriate M-DCPS and/or Foundation personnel, as identified in section IX, whether further in person discussions are necessary to process the invoice. Upon the County's approval of the invoice, in accordance with required documentation for Program expenditures, the County agrees to provide a second cash advance in the amount of \$485,759.00, 19 percent of total funding, \$2,556,625.00.

C. Monthly Payment Requests. Requests for reimbursement shall be submitted no later than the 15th day of the month following the month in which services were provided or expenditures were incurred and shall be accompanied by complete and proper documentation of service delivery and incurred expenses, including, but not limited to, copies of invoices, payroll journals, and bank statements. Expenses that are not submitted within two (2) months of being incurred or expenses that are not in accordance with the Budget will be not be paid. All properly submitted payment requests will be deducted from any remaining amount owed to the County resulting from the advance payments, up to the full amount of the advance payments, and thereafter reviewed and processed for payment in accordance with this Agreement.

D. Final Report/Recapture of Funds. The Foundation shall submit a final report to the County, no more than forty-five (45) days after the expiration or termination of this Agreement. The final report shall confirm how the goals of the Program, as outlined in the Scope of Services and other attachments, were achieved, including explanations for all significant deviations from expected outcomes/performance measures and shall demonstrate how the funds have been used in accordance with the Budget by reporting actual expenditures with a comparison to the Budget as prescribed in Attachment B. Additionally, the report shall include the total amount of funding, from all funding sources, provided to MDCPS or the Foundation for the Program and contain the total number of students that participated in the Program. The County reserves the right to request interim reports, which shall be provided no later than three (3) business days after such request,

identifying achievement of goals and expenditures relating to this Agreement. If after receipt of such final report, the County determines that the Foundation has been paid funds not in accordance with the Agreement, and to which it is not entitled, the Foundation shall return such funds to the County or submit appropriate documentation justifying payment. The County shall have the sole discretion in determining if the Foundation is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County no later than forty-five (45) days from the end of the Effective Term of the Agreement.

Payment Schedule (subject to the availability of funds and annual appropriation)

FY 2017-18 \$2,556,625.00

Note: County Fiscal Year.– October 1 to September 30

IX. KEY PERSONNEL.

M-DCPS shall assign staff from its Office of Grants Administration to assist the Foundation with administration of this Agreement. Additionally, the Foundation may hire personnel or subcontractors with the required credentials, skills and experience to implement the Program, including the administration of this Agreement.

Best efforts shall be made by the Parties to streamline communications pertaining to the Program. As such, the parties shall identify a single point of contact for matters concerning particular aspects of the Program, as specified below. Such matters shall be addressed to and by the individuals identified below. These individuals shall serve as the Parties', respective, primary contacts.

- A. Fiscal Programmatic Matters – (Including, but not limited to all expenses, submission of monthly requests for payment, billing and fiscal reports described in section VIII).

Miami-Dade County Office Management and Budget, Program Coordinator – Miami-Dade County
Ann de las Pozas – Foundation For New Education Initiatives, Inc.

- B. Program Administration

Miami-Dade County Mayor or Miami-Dade County Deputy Mayor – Miami-Dade County

Lisa Martinez – Miami-Dade County Public Schools

Ann de las Pozas – Foundation For New Education Initiatives, Inc.

C. Legal Counsel

Miami-Dade County Attorney's Office

Miami-Dade County School Board Attorney's Office

X. NOTICES.

All notices or communication under this AGREEMENT by the Parties to each other shall be sufficiently given or delivered as follows:

In the case of notice or communication to MIAMI-DADE COUNTY:

MIAMI-DADE COUNTY
Attn: Carlos A. Gimenez, Mayor
111 N.W. 1st Street, Suite 2910
Miami, Florida 33128

In the case of notice or communication to M-DCPS:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

In the case of notice or communication to the Foundation for New Education Initiatives:

Foundation for New Education Initiatives
Attn: Ann de las Pozas
1450 N.E. Second Avenue, Suite 931
Miami, Florida 33132

XI. INDEMNIFICATION.

A. M-DCPS shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which Miami-Dade County or 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 sole performance of the Agreement by the M-DCPS, or its employees, agents, servants, partners, principals or subcontractors. M-DCPS shall pay all claims and losses in connection therewith, and shall investigate all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs and judgments, which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of section 768.28, Florida Statutes, as applicable, subject to the provisions of the Statute whereby M-DCPS shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of M-DCPS.

B. M-DCPS shall indemnify and hold harmless the Foundation and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which the Foundation or 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 sole performance of the Agreement by the M-DCPS, or its employees, agents, servants, partners, principals or subcontractors. M-DCPS shall pay all claims and losses in connection therewith, and shall investigate all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs and judgments, which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of section 768.28, Florida Statutes, as applicable, subject to the provisions of the Statute whereby M-DCPS shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of M-DCPS.

C. Miami-Dade County shall indemnify and hold harmless M-DCPS and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which M-DCPS, or 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 the Agreement by Miami-Dade County or its employees, agents, servants, partners, principals or subcontractors. Miami-Dade County shall pay all claims and losses in connection therewith, and shall investigate all claims, suits or actions of any kind or nature in the name of M-DCPS, where applicable, including appellate proceedings, and shall pay all costs and judgments, which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of section 768.28, Florida Statutes, subject to the provisions of the Statute whereby Miami-Dade County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of Miami-Dade County.

D. Miami-Dade County shall indemnify and hold harmless the Foundation and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which the Foundation or 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 sole performance of the Agreement by Miami-Dade County, or its employees, agents, servants, partners, principals or subcontractors. Miami-Dade County shall pay all claims and losses in connection therewith, and shall investigate all claims, suits or actions of any kind or nature in the name of the Foundation, where applicable, including appellate proceedings, and shall pay all costs and judgments, which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of section 768.28, Florida Statutes, as applicable, subject to the provisions of the Statute whereby Miami-Dade County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of Miami-Dade County.

E. The Foundation shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which Miami-Dade County or 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 sole performance of the Agreement by the Foundation, or its employees, agents, servants, partners, principals or subcontractors. The Foundation shall pay all claims and losses in connection therewith, and shall investigate all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs and judgments, which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of section 768.28, Florida Statutes, as applicable, subject to the provisions of the Statute whereby the Foundation shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Foundation.

XII. PROHIBITED USE OF FUNDS.

A. Religious Purposes. County funds shall not be used for religious purposes.

B. Commingling Funds. The Foundation shall not commingle funds provided under this Agreement with funds received from any other funding sources.

XIII. SEGREGATION OF FUNDING.

The Foundation shall segregate funds received for this Program by funding source. Within 10 days of execution, the Foundation shall provide the County written documentation demonstrating the method of funding segregation it will use for this Program.

XIV. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.

A. Board of Director Requirements. M-DCPS and the Foundation shall ensure that their Boards of Directors are apprised of the fiscal, administrative and other obligations required by this Agreement through passage of formal resolutions or other formal action authorizing execution of this Agreement with the County. A copy of the resolutions or other formal action must be forwarded with the Agreement to the County within ten (10) days of execution.

B. Accounting Records. The Foundation shall keep accounting records which conform with generally accepted accounting principles. All such records will be retained by the Foundation and be available for review by the County for not less than three (3) years beyond the term of this Agreement and the last date of compliance for all applicable terms of this Agreement. However, if any audit, claim, litigation or other action involving this Agreement or modification hereto has commenced before the expiration of the retention periods, 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.

C. Gift Card Records. If applicable, the Foundation shall keep a log related to any gift cards purchased for the Program and/or Program participants purchased with funds received pursuant to this Agreement. Such log shall: (1) identify the individual who received the gift card and such person's signature for receipt; (2) identify the individual who distributed the gift card; and (3) contain identifying information for the gift card, which at a minimum should include the name of the establishment, amount and bar code number.

D. Progress Reports. The Foundation shall furnish the County, The Children's Trust and South Florida Workforce Investment Board with written monthly progress reports on the achievement of the Program's goals and expenditure of all Program funds as outlined in the Scope of Services and/or Budget. The reports shall explain the Foundation's progress for that month and identify how Program funds were expended. The data should be quantified when appropriate. Said reports are due by the 25th day of the month following the end of each month. The final progress report shall be due forty-five (45) days after the expiration or termination of this Agreement.

E. Programmatic Data Reporting. M-DCPS shall provide demographic and service information on Program participants to the County. M-DCPS agrees to comply and participate in any data collection reporting, including participant data as required by the County in the Programmatic Data and Reporting Requirements, incorporated herein and attached hereto as Attachment G, subject to confidentiality requirements. In addition, M-DCPS agrees to furnish the County with complete and accurate reports in the timeframe and format to be reasonably specified by the County, and as described in Attachment G.

F. Monitoring: Management Evaluation and Performance Review. M-DCPS and the Foundation agree to permit County, The Children's Trust and South Florida Workforce Investment Board personnel to monitor, review and evaluate the Program, which is the subject of this Agreement. The County shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. M-DCPS and the Foundation shall permit the County, The Children's Trust and South Florida Workforce Investment Board to conduct site visits, participant assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to M-DCPS and the Foundation and the Foundation will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected with the specified time, the County may suspend payments

or terminate this Agreement. Such deficiencies may also be considered by the County for terms pertinent to future Agreements and/or funding. The County shall conduct one or more formal management evaluation and performance reviews of M-DCPS and/or the Foundation. This Agreement will not be considered for appropriation of future funding unless the County concludes that M-DCPS and the Foundation have satisfactorily performed the provisions of this Agreement.

G. Access to Records. The Parties shall provide access to all of their records which relate to this Agreement at their place of business during regular business hours and upon reasonable notice. M-DCPS and the Foundation agree to comply with all County ordinances and administrative orders relating to Inspector General reviews and audits. The Parties agree to provide such assistance as may be necessary to facilitate their review and/or audit.

XV. BREACH OF AGREEMENT: COUNTY REMEDIES.

A. Breach. A breach by M-DCPS and/or the Foundation shall have occurred under this Agreement if: (1) M-DCPS and/or the Foundation fail to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) M-DCPS and/or the Foundation ineffectively or improperly use funds allocated under this Agreement; (3) M-DCPS and/or the Foundation do not furnish the Certificates of Insurance, if required by the County's Risk Management Division; (4) M-DCPS and/or the Foundation do not furnish proof of licensure/certification or proof of background screening, if required by the County; (5) M-DCPS and/or the Foundation fail to submit, or submits incorrect or incomplete, proof of expenditures to support funding disbursement disbursed or fail to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) M-DCPS and/or the Foundation do not submit or submits incomplete or incorrect required reports; (7) M-DCPS and/or the Foundation refuse to allow the County access to records or refuse to allow the County, The Children's Trust and South Florida Workforce Investment Board to monitor, evaluate and review the Program; (8) M-DCPS and/or the Foundation discriminate under any of the laws outlined in this Agreement; (9) M-DCPS and/or the Foundation attempt to meet their obligations under this Agreement through fraud, misrepresentation or material misstatement; (10) M-DCPS and/or the Foundation fail to correct deficiencies found during a monitoring, evaluation or review within the effective term of this Agreement; (11) M-DCPS and/or the Foundation fail to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this Agreement 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 Agreement.

B. County Remedies. If M-DCPS and/or the Foundation breach this Agreement, the County may pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to M-DCPS and/or the Foundation of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by M-DCPS and/or the Foundation with County funds under this Agreement; (b) seek reimbursement of County funds allocated to M-DCPS and/or the Foundation under this Agreement; (c) terminate or cancel any other contracts entered into between the County and M-DCPS and/or the Foundation;

2. The County may suspend payment in whole or in part under this Agreement by providing written notice to M-DCPS and/or the Foundation of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by M-DCPS and/or the Foundation as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and M-DCPS and/or the Foundation;

3. The County may seek enforcement of this Agreement, including, but not limited to, filing an action with a court of appropriate jurisdiction;

4. The County may debar the Foundation from future County contracting;

5. If, for any reason, M-DCPS and/or the Foundation should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Agreement by giving written notice to the provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from county contracting for up to five (5) years; and

6. Any other remedy available at law or equity.

C. The County Mayor or County Mayor's designee is authorized to terminate this Agreement on behalf of the County. The Superintendent of Schools or the Superintendent's designee is authorized terminate this Agreement on the behalf of M-DCPS.

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D. Damages Sustained. Notwithstanding the above, M-DCPS and/or the Foundation shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement. The County may also seek any remedies available at law or equity to compensate for any damages sustained by the breach. In any action brought in a court of competent jurisdiction arising from this agreement serves as the basis for the action, each party is to bear its own attorney's fees and costs.

XVI. PUBLIC RECORDS.

The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The Parties shall keep and maintain public records required by M-DCPS and the County. The Parties shall keep records to show their compliance with program requirements. Contractors and subcontractors must make available, upon request of M-DCPS, the County, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. A request from M-DCPS' or County's custodian of public records, to provide M-DCPS or the County with a copy of the requested records or allow the records to be inspected or copied must be satisfied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. The Parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following expiration or termination of the Agreement if the County does not transfer the records to the public agency. Upon expiration or termination of the Agreement, the Foundation can transfer, at no cost, to M-DCPS and the County all public records in possession of the Foundation or keep and maintain public records required by M-DCPS and the County. If the Foundation transfers all public records to M-DCPS and the County upon expiration or termination of the Agreement, the Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Foundation keeps and maintains public records upon expiration or completion of the Agreement, the Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to M-DCPS and the County, upon request from MDCPS' or the County's custodian of public records, in a format that is compatible with the information technology systems of M-DCPS or the County.

IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

XVII. MISCELLANEOUS.

A. MiamiGetMyInterns.Org. M-DCPS and/or the Foundation shall add new functionality to <https://miami.getmyinterns.org>, the online resource that will allow the Parties to identify the funding source that supports each intern.

B. Other Agreements. M-DCPS and the Foundation agree to provide the County with copies of all contracts, agreements, grants or any other documents providing for funding, services or in-kind support for the Program or reflecting or authorizing M-DCPS' or the Foundation's receipt of funding, services or in-kind support for the Program.

C. Modifications and Change Orders. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement 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 the Parties and attached to the original of this Agreement.

The County, M-DCPS and Foundation mutually agree that modification of the Scope of Services, Budget, schedule of payment, billing and cash payment procedures, set forth herein and other such revisions may be negotiated as a written amendment to this Agreement between the Parties.

Only the County Mayor or the County Mayor's designee is authorized to make alterations, variations, modifications, extensions or waivers of provisions of this Agreement on behalf of the County.

Only the Superintendent of Schools or the Superintendent's designee is authorized to make alterations, variations, modifications, extensions or waivers of provisions of this Agreement on behalf of M-DCPS.

D. Applicable laws or Ordinances. The Parties agree to abide by any applicable laws, rules, or County ordinances applicable to this Agreement, whether or not such laws, rules, or County ordinances are expressly mentioned in this Agreement.

M-DCPS and the Foundation agree to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, and related regulations, and assure that they do not, and will not discriminate against any Program participant because of or on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability.

The Parties understand and agree that they are subject to all federal and state laws and M-DCPS policies relating to the confidentiality of Program participant information. The Parties further agree to comply with the Family Education Rights and Privacy Act ("FERPA"), specifically 34 CFR § 99.

This Agreement shall be construed in accordance with the laws of the State Florida. Any dispute with respect to this agreement is subject to federal law and the laws of Florida, venue shall be in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.

E. Injury. M-DCPS shall complete an incident report in the event of any serious bodily injury to anyone within the scope of this Agreement or arising out of the performance of this Agreement. M-DCPS shall provide written notification of the incident together with a copy of the incident report to the County within three (3) working days of the incident. M-DCPS shall provide written notification to County if any legal action is threatened and/or filed as a result of such an injury within seven (7) days of such threat or filing.

F. Sexual Harassment. M-DCPS shall complete an incident report in the event a Program participant or internship provider makes an allegation of sexual harassment, sexual misconduct or sexual assault by a Program Participant or internship provider and M-DCPS has knowledge thereof. M-DCPS shall also require all appropriate employees, volunteers and subcontracted personnel be knowledgeable of their responsibilities to report child abuse and neglect and attest to such knowledge by execution of the Child Abuse & Neglect Reporting Requirements form, incorporated herein and attached hereto as Attachment H. M-DCPS shall provide written notification of the incident together with a copy of the incident report to the County within three (3) working days of the incident. M-DCPS shall provide written notification to the County if any legal action is threatened and/or filed as a result of such an alleged incident within seven (7) days of such threat or filing.

G. Publicity. M-DCPS and the Foundation agree that activities, services and events funded by this Agreement shall recognize the County, The Children's Trust and South Florida Workforce Investment Board as Parties in this collaborative effort. M-DCPS and the Foundation shall ensure that all publicity, public relations, advertisements and signs within its control recognize the County, The Children's Trust and South Florida Workforce Investment Board for the support of all activities under this Agreement. The use of the County's, The Children's Trust's and South Florida Workforce Investment Board's logos is permissible. M-DCPS and the Foundation shall use their best efforts to ensure that all media representatives, when inquiring about the activities under this Agreement, are informed that the County and South Florida Workforce Investment Board are funding sources.

H. CONSENT. M-DCPS must obtain parental/legal guardian consent for all Program participants and share information with the County, The Children's Trust and South Florida Workforce Investment Board for monitoring and evaluation purposes. M-DCPS will ask Program participants to sign a voluntary Consent to Photograph form, incorporated herein and attached hereto as Attachment I. The signed consent form for photography will be maintained by M-DCPS, with a copy filed in the participant's record. The consent shall be part of the Program 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. Additionally, M-DCPS will ask Program participants to complete The Children's Trust Child Information Form, incorporated herein and attached hereto, as Attachment J. The Child Information Form shall be part of the Program participants' registration form, and signed/by parent/guardian before services commence or assessments are administered.

I. 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 Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neutral, as the context requires.

J. Totality of Agreement / Severability of Provisions. These eighteen (18) pages of the Agreement with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the Parties:

- Attachment A: Scope of Services
- Attachment B: Budget
- Attachment C: Background Screening & Personnel File Requirements
- Attachment D: Child Care Attestation of Good Moral Character
- Attachment E: Level 2 Background Screening Affidavit
- Attachment F: Contract 1816-7601 between Miami-Dade County and The Children's Trust
- Attachment G: Programmatic Data and Reporting Requirements
- Attachment H: Child Abuse & Neglect Reporting Requirements
- Attachment I: Consent to Photograph Form
- Attachment J: Child Information Form

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

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IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: _____
Superintendent of Schools or Designee

By: _____
Mayor or Mayor's Designee

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Attorney for School Board

By: _____
Assistant County Attorney

Date: _____

Date: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____
Risk Management

By: _____
Risk Management

Date: _____

Date: _____

FOUNDATION FOR NEW EDUCATION INITIATIVES, INC., a 501(c)(3) corporation

MIAMI-DADE COUNTY, FLORIDA
HARVEY RUVIN, CLERK

By: _____

By: _____

Date: _____

Date: _____

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**ATTACHMENT A
SCOPE OF SERVICES
FY 2017-2018**

I. PROGRAM SUMMARY

Miami-Dade County (County), The Children's Trust (Trust), The School Board of Miami-Dade County, Florida (M-DCPS), the Foundation for New Education Initiatives, Inc. (Foundation), the South Florida Workforce Investment Board d/b/a CareerSource South Florida and Royal Caribbean Cruises, LTD., (collectively, referred to as the Parties) and others are partnering to provide a countywide Summer Youth Internship Program (SYIP or Program). M-DCPS and the Foundation shall operate the Program and provide in-kind services and support. Roles and responsibilities performed by M-DCPS and the Foundation are set forth below.

Using funding contributed by all parties, a minimum of 2650 youth will be recruited through Miami-Dade County Public Schools for enrollment in the SYIP. Reasonable efforts will be made to enroll a minimum of 100 youth and an equal number thereof from each county commission district. Interns will work 30 hours per week and receive a stipend of \$1,237.50 over a period of five (5) weeks. In addition to receiving a stipend, Interns earn a high school course credit and may be given the opportunity to earn college credits. Other services offered include, but are not limited to: internship sessions for youth, parents and internship providers, soft skills training and stipend for transportation and incidentals.

II. OUTREACH AND PUBLIC AWARENESS CAMPAIGN

It is understood and agreed between the Parties hereto that the Foundation is the administrative entity for the SYIP. Further, by the acceptance of these funds, the Foundation agrees that events funded pursuant to this Agreement shall recognize the County, The Children's Trust, the South Florida Workforce Investment Board, and Royal Caribbean Cruises, LTD. as funding sources. M-DCPS and the Foundation shall ensure that all publicity, public relations, advertisements and signs recognize the County, The Children's Trust, the South Florida Workforce Investment Board and Royal Caribbean Cruises, LTD. for supporting all contracted activities, where possible. This includes all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationeries. The use of the County's, The Children's Trust's, the South Florida Workforce Investment Board's and Royal Caribbean's Cruises, LTD. official logos is permissible. M-DCPS and the Foundation shall ensure that all media representatives, when inquiring about the activities funded or supported by this Agreement, are informed that the County, The Children's Trust, the South Florida Workforce Investment Board and Royal Caribbean Cruises, LTD. are funding sources and the County, The Children's Trust and the South Florida Workforce Investment Board are partners in the collaborative effort to establish the Summer Youth Internship Program.

III. M-DCPS ROLES AND RESPONSIBILITIES

A. Intern Recruitment

The Program shall recruit youth between the ages of 15 and 18 who are currently enrolled in Miami-Dade County Public Schools and reside in Miami-Dade County for summer internship opportunities. A minimum of 40 percent of the Program slots funded by the County under this Agreement shall be filled by children receiving free or reduced priced meals. In addition, recruitment efforts will place

an emphasis on at-risk youth, who for purposes of the SYIP are defined as, but not limited to, English Language Learners, and youth who are truant. Additionally, ten (10) percent of the interns will be youth with disabilities. Youth with disabilities are defined in Exceptional Student Education Policies and Procedures, which is approved by the Florida Department of Education and The School Board of Miami-Dade County, Florida. Other targeted/priority populations include youth currently in the foster care system and youth up to age 22 who are transitioning out of the foster care system. Demographics and enrollment criteria will be collected and reported as defined in Attachments A and C.

M-DCPS shall employ identical recruitment efforts and utilize uniform advertisement at every M-DCPS school that serves eligible youth.

B. Screening

1. Interns

Youth recruited for the SYIP will be directed to sign up for the internship selection pool using <https://miami.getmyinterns.org/>. This online resource allows for the universal screening of all potential applicants. Using information provided by the youth and M-DCPS personnel, internship providers can select Program participants to interview for internships. All youth must reside in Miami-Dade County and must be eligible to work in the United States. In addition to meeting basic eligibility guidelines, internship providers will interview potential interns and determine who is offered an internship. Interns are expected to commit for the duration of the entire Program and complete required academic course work.

2. Internship Providers

Internship providers are also required to register and enroll through <https://miami.getmyinterns.org/>. This online resource allows MDCPS' personnel to screen potential Program internship providers. Once approved, internship providers can screen, interview, and select an intern.

C. Orientation and Preparation

Throughout the school year M-DCPS prepares youth for the summer internship experience through various programs and curricula. In addition, youth recruited for an internship engage in additional soft skills preparation programming and work experience orientation.

D. Program Administrator

M-DCPS shall provide one (1) Program Administrator as an in-kind contribution.

IV. FOUNDATION ROLES AND RESPONSIBILITIES

A. Information Sessions

1. Parent/Guardian

The Foundation shall offer four (4) parent information sessions for the parents/guardians of potential interns. These sessions provide an overview of the SYIP and outline requirements and expectations

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of the interns upon selection. During these sessions internship providers may also be present to conduct internship placement interviews.

2. Internship Providers

After the screening process and selection for Program participation, internship providers will be briefed on SYIP expectations and anticipated outcomes.

3. Intern Stipends and Disbursement

Each Intern is: (1) eligible to receive a stipend in the amount of \$1,237.50 over the five-week period; (2) required to report to the internship assignment approximately 30 hours per week; and (3) must meet specific educational requirements during the summer. In addition to the \$1,237.50 stipend, each Intern is also eligible to receive a transportation/incidental stipend of \$100.00 within the first week of the internship to cover transportation and other expenses that may create barriers to participation (i.e. meals, workplace attire, personal grooming).

Interns are eligible to receive a total of three stipends: (1) the incidental stipend of \$100.00; and (2) two (2) subsequent payments of \$618.75 each. These funds will be distributed via direct deposit through collaboration with the South Florida Educational Federal Credit Union ("SFEFCU") and the Foundation for New Education Initiatives, Inc. The SFEFCU account must be opened by May 25, 2018 or the incidental stipend may be delayed. The Foundation will compile and maintain a list for each funding source that will display all of the interns supported by said funding source. The Foundation will use these lists when transmitting stipend payment information to SFEFCU to ensure proper allocation across funding streams.

B. Interns Insurance

In order to protect Interns, internship providers and the SYIP, all Interns are required to have voluntary student accident insurance prior to the start of the internship. This insurance covers school-based activities including summer programs. This information is required to be disseminated to parents and potential interns during the various information sessions.

C. Internship Provider Celebration

At the end of the Program year, selected intern participants will be recognized at a culminating event that celebrates their accomplishments throughout the summer.

D. Program Administration and Staffing

1. Program Administrators

The Foundation will hire two (2) independent contractors to serve as Program Administrators, who shall be responsible for oversight of the SYIP program and day-to-day operations. These positions are in addition to the existing Program Administrator provided by M-DCPS as an in-kind contribution.

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2. Instructional Supervisors

The Foundation will hire independent contractors to serve as Instructional Supervisors to interact with Interns, provide guidance and assist them in resolving problems and ensure their success in the Program. The Instructional Supervisors will have a minimum of two (2) contacts with each Intern over the five-week internship. The Instructional Supervisors will also serve as liaisons serving to develop and maintain positive relationships with internship providers, education professionals, and other organizations to ensure the success of the Program. The Program is expected to maintain an Intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.

3. Program Assistant

The Foundation may hire up to two (2) Program Assistants to assist with outreach, promotion and recruitment for the SYIP.

V. PROGRAM SCHEDULE

Month	Activity
April 2018	Announce SYIP Launch – https://miami.getmyinterns.org/ opens for students to sign up
April 2018	Recruitment of Internship Providers and Program Staff (instructional supervisor, program administrator and program assistants)
May 2018	Parent/Internship Provider Information Sessions
May 25, 2018	Last day for Students to Apply to Program
April/May 2018	Potential Interns Attend Information Sessions
June 2018	Internship Provider Information Sessions
Ongoing	Interviews and Placements, Instructional Supervisor Assignments and Insurance Enrollment Verification
June 2018	Summer Youth Internship Program Begins
July 2018	End of Internship Experience. Program wrap-up, surveys and post-tests.
September 2018	Presentation of Survey and SYIP Program Outcomes
TBD	Celebration

VI. PERFORMANCE MEASURES

A. Quantity – “How much will we do?”

The Foundation, M-DCPS or both shall report the following performance quantity measures to the County:

1. # of youth recruited by the Program
2. # of youth interviewed by Program internship providers
3. # of youth hired for summer internship
4. # of youth who completed the Program
5. # of youth who earned high school credit
6. # of youth who earned college credit

B. Quality – “How well will we do it?”

The Foundation, M-DCPS or both shall report the following performance quality measures to the County and The Trust.

Quality Measure (e.g., #/% of participants satisfied with the Program)	Measurement and Reporting Tool	Timing (e.g., After completion of XX activity)
#/% of youth satisfied with Program	Satisfaction survey	At completion of the Program
#/% of internship providers satisfied with services provided	Satisfaction survey	At completion of the Program
#/% of job coaches/instructional supervisors that are satisfied with Program	Satisfaction survey	At completion of the Program

C. OUTCOMES - Is Anyone Better Off?

The Foundation, M-DCPS or both shall report the following performance quality measures to the County and The Trust.

Outcome and Target %	Participants to be Measured	Data Source / Measurement Tool	Meaningful Improvement	Timing
85% of youth improve employability skills	Youth	Online Internship Program Competency Tool	Participants will meet the outcome with a course pass rate of 70% or higher	Multiple lessons will be completed throughout the program but course will be completed before program end date

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85% of youth earn high school academic credit	Youth	Miami-Dade County Public Schools Grade Book	Participants will meet the outcome with a course pass rate of 70% or higher	At completion of Program
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SYIP Interns with disabilities will use the online internship program competency tool with adaptations provided by ESE instructors as needed.

D. INTERN DEMOGRAPHICS – Student Participation

The Foundation, M-DCPS or both shall report the following demographic information to the County and The Trust:

1. Identify all schools that students participating in the Program attended during the 2017-2018 school year.
2. # of students from each school who participated in the Program.
3. # of students from each commission district in Miami-Dade County who participated in the Program.

Organization Name: Miami-Dade County
 Subcontractor Name: Foundation for New Education
 Contract Period: 4/1/2018 - 9/30/2018

Areas in Grey to be completed by the Agency

5 months

SALARIES AND WAGES Position Name	Program Allocation		Funding Request		Matching Funds	Justification
	Percent	Amount	Percent	Amount		
Full-Time Employees Program Administrator	15%	14,546	0	0	14,546	Justification/Calculations: \$46.62 x 2080 x 15% Amount of Match: \$15,545.75 Source of Match: Miami-Dade County Public Schools
Full-Time Total	0.2	\$14,546	0.0	\$0	\$14,546	
Part-Time / Seasonal Employees Stipends	100%	1,913,175	100%	943,200	969,975	Justification/Calculations: \$1,237.50/stipend (\$8.25hour x 30 hrs./wk. x 5 wks) x up to 1546 interns = \$1,913,175 Sources of Match: Miami Dade County \$940,437.50 Public/Private Sector Employers: \$29,537.50 (approx 24 internships will be paid by the internship providers)
Part-Time Total	1.0	\$1,913,175	1.0	\$943,200	\$969,975	
TOTAL FTEs/SALARIES	1.2	\$1,927,721	1.0	\$943,200	\$984,521	
FRINGE BENEFITS						
Fica/Mica		0	0	0	\$0	Justification/Calculations:
W-Compensation		0	0	0	\$0	
Reemployment		0	0	0	\$0	
Retirement		0	0	0	\$0	
Other						
Voluntary Ins.	300	\$4,800			\$4,800	300 students x \$16 student Amount of Match: \$4,800 Source of Match: Miami Dade County
Life Ins.		\$0		\$0	\$0	Source of Match:
TOTAL FRINGE BENEFITS		\$4,800		\$0	\$4,800	
OPERATING EXPENSES:						
Travel (participants)		152,200		152,100	100	Justification/Calculations: Transportation and incidental expense stipend for program participants that require assistance with transportation, clothing, meals and the removal of other barriers that may impact participation: The internship program five (5) weeks and each participant is allotted \$152,200 stipend x approx. 1522/participants = \$152,200 Note: Reduced by 24 to account for interns funded by private sector internship providers that do not provide the travel stipend. Source of Match: Miami Dade County (\$100 for 1 stipend)
Supplies - office (e.g. paper, printing, postage)		9,957		8,670	1,287	Justification/Calculations: Less than 2% of total budget Source of Match: Miami-Dade County

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Miami-Dade County
 Foundation for New Education
 4/1/2018 - 9/30/2018

Organization Name:
 Subcontractor Name:
 Contract Period:

Areas in Grey to be completed by the Agency

5 months

	Program Allocation	Funding Request	Matching Funds	Justification
Non-Capital Equipment (less than \$1,000) OdysseyWare	\$7,730 7,730	\$7,730 7,730	\$0	Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested. Justification/Calculations: The software used to administer the required pre-internship online course. Source of Match:
Professional Services/Independent Instructors (List each) Instructional Supervisors	\$321,800 \$289,800 205,800	\$269,300 \$237,300 169,050	\$52,500 \$52,500 36,750	Justification/Calculations: \$35/hr. x 30 hrs/week x 7 weeks x 23 positions Source of Match: Miami-Dade County (5 positions for \$36,750)
SPED Instructional Supervisors	84,000	68,250	15,750	Justification/Calculations: \$25/hr. x 30 hrs/week x 7 weeks x 13 positions Source of Match: Miami-Dade County (3 positions for \$15,750)
Professional Services (Other) (List each) Program Administrator	\$32,000 20,000	\$32,000 20,000	\$0	Justification/Calculations: \$2500 x 4 pay periods x 2 employees = \$20,000 Source of Match:
Program Assistant	12,000	12,000		Justification/Calculations: \$15/hr. x 25 hrs. week x 16 weeks x 2 positions = \$12,000 Source of Match:
Other Advertising	\$51,500 7,000	\$44,000 7,000	\$7,500	Justification/Calculations: Signage, flyers, handbooks to advertise SYTP program Source of Match:
Special Events Youth Economic Development Conference	25,000	25,000	0	Justification/Calculations: Two (2) day Youth Economic Development Conference offered by Urgent, Inc. Source of Match:
Other - Additional (List each) Website updates required for program implementation	\$19,500 8,000	\$12,000 8,000	\$7,500	Justification/Calculations: Updates to website used by employers to recruit interns and interns to apply for the program Source of Match:
Parent and Internship Provider Information Sessions	4,000	4,000	0	Justification/Calculations: Three (3) parent orientations that provide interns, parents, guardians an overview of the program focus, expectations and opportunities. Amount of Match: Source of Match:

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Organization Name: Miami-Dade County
 Subcontractor Name: Foundation for New Education
 Contract Period: 4/1/2018 - 9/30/2018

5 months

Areas in Grey to be completed by the Agency

	Program Allocation	Funding Request	Matching Funds	Justification
Internship Provider Event	7,500	0	7,500	Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested. Justification/Calculations: Amount of Match: Source of Match: Miami-Dade County
TOTAL OPERATING EXPENSES:	\$390,987	\$481,800	\$61,387	
Administrative/Indirect Costs	125,000	75,000	50,000	Justification/Calculations: Amount of Match: \$50,000 Source of Match: Miami-Dade County
TOTAL BUDGET	\$2,600,708.00	\$1,500,000.00	\$1,100,708.00	
TOTAL PROGRAM COST (REQUESTED FUNDING AND MATCH)			\$2,600,708.00	

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ATTACHMENT C

**BACKGROUND SCREENING
& PERSONNEL FILE REQUIREMENTS**

Place in employee file and attach all background screening documentation.
Authority: sections 402.301- 402.319 and Chapter 435,
Florida Statutes



Name of Employee: _____

Name of Facility: _____

*Social Security #: _____ Date of Birth: _____ Employment Date: _____

*The Department's license/registration application requires personnel to give their Social Security number for the purposes of background screening. Social security numbers are only used by the Department for identity verification.

Position Classification (check one)	Position Type (check all that apply)	Age Group Assigned (check one)	Education Level (check one)
Child Care Personnel Intermittent Volunteer Other Personnel	Owner Director Lead Teacher (must select age group) VPK Instructor Assistant Teacher Substitute	0 – 12 Months 1 Year 2 Years 3 Years 4 Years 4 Years VPK 5+ Years Mixed Not Applicable	No High School/GED High School Student High School/GED National Early Childhood Credential Birth Through Five Child Care Credential School-Age Child Care Credential Associates Degree Bachelor's Degree Master's Degree or Higher

SCREENING DOCUMENTATION

All child care personnel are required by law to be screened pursuant to Chapter 435,
Florida Statutes, as a condition of employment and continued employment.

Initial Screen

	Date Livescanned	Date completed
FINGERPRINT	FDLE/ FBI	FDLE/ FBI
Affidavit of Good Moral Character (due on or before employment, following a 90 day break, or when changing employers)		N/A

5 Year Re-screen

	Date Livescanned	Date completed
FINGERPRINT		
FINGERPRINT		
FINGERPRINT		

OTHER REQUIREMENTS

Date Employment References Checked: _____

Names of References (attach additional documentation if necessary):

Leave of Absence Documentation from Employer (if applicable):



ATTACHMENT D
CHILD CARE
ATTESTATION OF GOOD MORAL CHARACTER

State of Florida

County _____

Before me this day personally appeared _____ who, being duly sworn, deposes and says:
(Applicant's/Employee's Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by Chapter 435, Florida Statutes, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

	Relating to:
Section 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 777.04	attempts, solicitation, and conspiracy
Section 782.04	murder
Section 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071	vehicular homicide
Section 782.09	killing an unborn child by injury to the mother
Chapter 784	assault, battery, and culpable negligence, if the offense was a felony
Section 784.011	assault, if the victim of offense was a minor
Section 784.03	battery, if the victim of offense was a minor
Section 787.01	kidnapping
Section 787.02	false imprisonment
Section 787.025	luring or enticing a child
Section 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2) (b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011	sexual battery
Former Section 794.041	prohibited acts of persons in familial or custodial authority
Section 794.05	unlawful sexual activity with certain minors
Chapter 796	prostitution
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Section 810.02	burglary
Section 810.14	voyeurism, if the offense is a felony
Section 810.145	video voyeurism, if the offense is a felony
Chapter 812	theft and/or robbery and related crimes, if a felony offense
Section 817.563	fraudulent sale of controlled substances, if the offense was a felony
Section 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04	incest
Section 827.03	child abuse, aggravated child abuse, or neglect of a child
Section 827.04	contributing to the delinquency or dependency of a child
Former Section 827.05	negligent treatment of children
Section 827.071	sexual performance by a child
Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or

- Section 843.12 communication
- Section 843.13 aiding in an escape
- aiding in the escape of juvenile inmates in correctional institution

- Chapter 847 obscene literature
- Section 874.05(1) encouraging or recruiting another to join a criminal gang
- drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- Section 916.1075 sexual misconduct with certain forensic clients and reporting of such sexual conduct
- Section 944.35(3) inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40 escape
- Section 944.46 harboring, concealing, or aiding an escaped prisoner
- Section 944.47 introduction of contraband into a correctional facility
- Section 985.701 sexual misconduct in juvenile justice programs
- Section 985.711 contraband introduced into detention facilities

I understand that I must applicable acknowledge the existence of any criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one (1) business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that my record does not contain any of the above listed offenses. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record. (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification

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ATTACHMENT E

Affidavit under Penalty of Perjury for Level 2 Background Screenings

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

In accordance with sections 943.0542, 984.01, 39.001 and Chapters 435, and 402, Florida Statutes, and pursuant to the requirements of Section V. Proof of Background Screening of the Renewed Cooperative Agreement between Miami-Dade County, the School Board of Miami-Dade County, Florida, and Foundation for New Education Initiatives, Inc., the undersigned affiant makes the following statement under oath and 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.

All full-time, part-time, contracted staff and volunteers, along with the staff and volunteers provided to the program by a subcontractor have been checked against The Dru Sjodin National Sex Offender Public Website <http://www.nsopw.gov/eng>. (Check must have taken place within 30 calendar days prior to the signing of this document.)

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:

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.

(Signature of CEO/Executive Director/HR Director)

Date

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 F
CONTRACT NO. 1816-7601
BETWEEN THE CHILDREN'S TRUST
AND MIAMI-DADE COUNTY
FOR YOUTH EMPLOYMENT, ENRICHMENT AND SUPPORTS

Agency address:	111 NW First Street, 29th Floor, Miami, Florida 33128
Agency federal identification number:	59-6000573
Vendor identification number:	MIAMI760
Effective term:	April 1, 2018 through September 30, 2018
Funding amount shall not exceed:	\$1,500,000.00
Required match amount (if applicable):	0.00
Board resolution number:	2018-19

THIS CONTRACT is between **The Children's Trust**, whose address is 3150 SW 3rd Avenue, 8th Floor, Miami, FL 33129, and **Miami-Dade County**, hereafter referred to as "Provider," whose address is listed above.

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

This Contract is subject to funding availability and Provider's performance.

A. TERMS OF RENEWAL, if applicable

In the sole discretion of The Children's Trust, this Contract may be renewed with Provider's authorization. Contract renewals will be contingent on board approval and in accordance with applicable solicitation documents for services provided. Such renewal may not exceed five (5) terms. The Children's Trust 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. Satisfactory program performance, fiscal performance, and Provider's compliance as determined by The Children's Trust in its sole discretion.
4. Availability of funds.

B. SCOPE OF SERVICES

1. Provider agrees to render services in accordance with **Attachment A: Scope of Services** (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.

C. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed the amount stated above. 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: Budget, Invoices, Method of Payment and Other Fiscal Requirements**, of this Contract.

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D. 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 691-73.002, and is defined as individual items with a value of \$1,000.00 or greater which have a life expectancy of more than one (1) year.

All capital equipment acquired by Provider valued at less than \$10,000.00 and reimbursed by The Children's Trust shall be capitalized by the Provider, and Provider shall retain all rights and possession of equipment unless this Contract is subject to termination or early cancellation. Should this Contract be terminated or not renewed, The Children's Trust may acquire rights and possession of all reimbursed capital equipment that is not fully depreciated.

All capital equipment acquired by Provider valued as equal to or greater than \$10,000.00 and reimbursed by The Children's Trust shall be capitalized by The Children's Trust, and The Children's Trust shall retain all rights to that equipment until the item is fully depreciated. Should this Contract be subject to termination or early cancellation, The Children's Trust may acquire possession of all reimbursed capital equipment that is not fully depreciated.

Any or all such qualifying capital equipment shall be returned to The Children's Trust or its designee(s) upon request. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in **Section K: Insurance Requirements** of this Contract.

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.

At the time that a subcontractor agreement is entered into and Services are rendered, Provider and subcontractor must be qualified to conduct business in the state of Florida.

In any subcontract, Provider shall incorporate 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 (thirty) calendar days of its execution. All subcontracts with Provider must be executed within 30 (thirty) calendar days of Provider's execution date. All subcontractors are subject to monitoring 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 the Contract, the 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. Provider, not The Children's Trust, shall be solely liable to any subcontractor and for all expenses or liabilities incurred under any subcontract. Provider shall hold harmless and defend, at

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Provider's expense, The Children's Trust against any claims, demands or actions related to any subcontract.

All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. 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. In such instances, 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.

5. Religious Purposes

Provider and/or its faith-based community partner 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 documents to maintain tax-exempt status and payment of payroll taxes, as applicable, throughout the term of the Contract and any such renewals thereof.

Provider further agrees to maintain a current listing of its agency, program(s) and site(s) in the HELPPages resource directory available online and used by 211, Miami-Dade County's health and human services information and referral helpline, managed by Jewish Community Services of South Florida, Inc.

E. INDEMNIFICATION BY PROVIDER

1. Government Entity

Subject to the limitations of section 768.28, Florida Statutes, 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 attorney 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. Additionally, 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 fees which may issue thereon, subject to the limitations of section 768.28, Florida Statutes.

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 attorney 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

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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, except matters arising from The Children's Trust's willful or wanton acts or omissions.

Provider shall pay all claims and losses in connection with indemnifiable matters 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 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 and agents.

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

F. INTELLECTUAL PROPERTY AND RIGHT TO DEVELOPED MATERIALS (not applicable)

Where activities supported by this Contract produce original software designs or methods or techniques, writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature (hereinafter "developed materials"), legal title and every right, interest, claim or demand of any kind in and to any copyright, trademark or patent, or application for the same, in such developed materials will vest in Provider. Notwithstanding the foregoing, Provider agrees to grant The Children's Trust a perpetual license, at no cost to The Children's Trust, to reasonably use, duplicate and/or disclose such developed materials, in whole or in part, to others acting on behalf of The Children's Trust, and other providers funded by The Children's Trust, provided that such use, duplication, or disclosure does not compromise the validity of any developed materials or any copyright, trademark or patent rights thereto. In the event of an dispute, both parties agree to using meditation for a final resolution.

G. INTELLECTUAL PROPERTY LICENSING FEES AND COSTS (not applicable)

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.

H. PUBLIC RECORDS

For purposes of this section, the term "public records" shall mean all documents; papers, letters, maps, books, tapes, photographs, films and video recordings, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received, pursuant to law or ordinance or in connection with the transaction of The Children's Trust official business.

This Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records.

Pursuant to section 119.0701, Florida Statutes, Provider shall:

1. Keep and maintain public records required by The Children's Trust to perform the services under this Contract.
2. Upon request from The Children's Trust's custodian of public records, provide The Children's Trust with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the

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Provider does not transfer the records to The Children's Trust.

4. Upon completion of the Contract, transfer, at no cost, to The Children's Trust all public records in possession of Provider or keep and maintain public records required by The Children's Trust to perform the service. If Provider transfers all public records to The Children's Trust upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to The Children's Trust, upon request from The Children's Trust's custodian of public records, in a format that is compatible with The Children's Trust's information technology systems.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305.571.5700 EXT. 292, MURIEL.JEANTY@THECHILDRENSTRUST.ORG, 3150 SW 3RD AVENUE, 8TH FLOOR, MIAMI, FLORIDA, 33129.

In the event Provider does not comply with the public records disclosure requirements set forth in section 119.0701, Florida Statutes, and **Section G** of this Contract, The Children's Trust shall avail itself of the remedies set forth in **Sections I: Breach of Contract and Remedies** and **J: Termination By Either Party** of this Contract. Additionally, a Provider who fails to provide the public records as required by law within a reasonable amount of time may be subject to penalties under section 119.10, Florida Statutes.

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's 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 Services & Activities Management System (SAMIS) 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, including, but not limited to, budgets, invoices and amendments in SAMIS.
- h. Does not submit, or submits incomplete or incorrect, required reports pursuant to the Scope of Services, Attachment A, 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.

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- k. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement.
- l. Fails to correct deficiencies found during a site visit/observation, 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 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: Records, Reports, Audits and Monitoring** and **Attachment D: Program-Specific Audit Requirements** of this Contract.
- q. Fails to submit an Audit Engagement Letter for either the Annual Financial Statement Audit or the Program-Specific Audit within thirty (30) calendar days after Provider's fiscal year end.
- r. Fails to notify The Children's Trust within thirty (30) calendar days of nonpayment of payroll or other required taxes imposed by the federal government, state of Florida, Miami-Dade County or other authorized taxing entity.

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) calendar 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 (PIP), Attachment F**, if applicable, 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 and specifying its effective date, at least five (5) 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 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 (5) business days before the effective date of such suspension. In this 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 fees.

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- 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 and reports prepared and secured by Provider with Trust funds under this Contract, subject to the rights of Provider as provided for in **Sections F: Copyrights and Rights to Data Materials and H: Ownership and Licensing of Intellectual Property**; (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 (5) 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 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 fees, costs and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorney fees through conclusion of all appellate proceedings, and including any final settlement or judgment.
- e. The provisions of **Section H: Ownership and Licensing of Intellectual Property** shall survive the expiration or termination of this Contract.

J. TERMINATION OF THE CONTRACT

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. Should either Party terminate this Contract prior to its expiration, within thirty (30) days of such termination, The Children's Trust shall be entitled to recover all funding that may have been allocated to, but not otherwise obligated by the Provider. Notwithstanding any other provision in this Contract, in the event The Children's Trust determines that Provider engaged in fraud, misrepresentation or material misstatement, or that it is in the best interest of The Children's Trust to terminate this Contract, The Children's Trust may do so by giving written notice to Provider of such termination and specifying the effective date thereof at least twenty-four (24) hours before the effective date of termination.

K. INSURANCE REQUIREMENTS (not applicable)

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

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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. Workers' compensation insurance covering all employees, nonincorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have workers' 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 workers' 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 a minimum of \$500,000.00/\$500,000.00/\$500,000.00.
2. Comprehensive general liability insurance, to include sexual molestation, in an amount not less than \$500,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate in a policy year. Deductibles exceeding \$1,000.00 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 nonowned coverage for its employees and/or subcontractors and transportation companies **transporting program participants**. The amount of coverage is \$1,000,000.00 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 nonowned 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 tricounty 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 nonowned coverage for its employees and/or subcontractors **not transporting program participants**. The minimum amount of coverage is \$300,000.00 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 Its Interests May Appear" with respect to this coverage. Coverage can be purchased as nonowned 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 tricounty area.

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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 Its Interests 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 \$250,000.00 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 for all capital equipment greater than or equal to \$10,000.00, and 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, FL 33129

Classification and Rating

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

1. 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.
2. 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) calendar days prior to the effective date of making any material changes to the insurance coverage except for 10 (ten) calendar 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.
3. 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 must be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.
4. In the event that an insurance policy is canceled, lapses or expires during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new certificate of insurance, as required under this Contract, is submitted and approved

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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. Provider shall submit the required certificate of insurance within thirty (30) calendar days of cancellation, lapse or expiration. Failure to provide said certificate of insurance will be considered a material breach of the Contract, which may result in The Children's Trust waiving payment or terminating the Contract.

5. 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's 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 (not applicable)

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

1. An Internal Revenue Service (IRS) tax status determination letter, if applicable.
2. The two (2) most recent IRS form 990 or applicable tax return filing within six (6) months of the end of Provider's fiscal year or other appropriate filing period permitted by law.
3. 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, all 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 addressee via electronic mail or postal mail 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 law.

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 (5) 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

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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 (not applicable)

Within one hundred eighty (180) calendar days from the close of its fiscal year, Provider's independent certified public accounting firm (CPA) must electronically submit to The Children's Trust all the following documents, 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.
- b. An Annual Financial Statement Audit conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*.
- c. Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit."
- d. Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance."
- e. A Single Audit conducted in accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" or the Florida Single Audit Act, Florida Statutes 215.97, if applicable.
- 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 two hundred seventy (270) calendar days after the close of Provider's fiscal year.

Electronic filing of the annual financial statement audit, as defined, must be sent by the Provider's CPA firm via the online electronic filing system.

If Provider is required to have a Single Audit, it agrees to have its 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 (not applicable)

Within one hundred eighty (180) calendar days of the close of its fiscal year, Provider is required to have its CPA firm electronically submit, either via email or through another online system identified by The Trust, a Program-Specific Audit related to the Contract to The Children's Trust, 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's Contract(s) as specified in **Attachment D: Program-Specific Audit Requirements**.

4. Audit Extensions (not applicable)

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) calendar 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 audit extension requests allow for the continuation of payment until such time that the extension expires.

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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 (not applicable)

Audit engagement letters are due to The Children's Trust thirty (30) calendar days after the end of Provider's fiscal year. Provider agrees to submit an audit engagement letter electronically to engagementletters@thechildrenstrust.org. Failure to submit an audit 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 (not applicable)

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's website. Inclusion in this pre-approved CPA vendor pool requires a CPA firm to meet three (3) criteria, which are enumerated in **Attachment B: Budget, Invoices, Method of Payment and Other Fiscal Requirements**.

7. Access to Records

Provider shall permit access to all records, including subcontractor records, as per the Supporting Documentation Requirements in **Attachment B: Budget, Invoices, Method of Payment and Other Fiscal Requirements**, which relate to this Contract at its place of business during regular business hours at a date and time mutually agreed upon by Provider and The Children's Trust. 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. Program Metrics

Provider agrees to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled site visits, reviews and evaluations of the program which is the subject of this Contract, including any subcontracts under this 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 sole discretion of The Children's Trust. Program Metrics reports, which provides real time data can be accessed through Trust Central. Compliance findings will be discussed with Provider and, in accordance with specifications provided by The Children's Trust, Provider will remedy all deficiencies cited in the report from Trust Central.

9. Client Records (not applicable)

The Children's Trust expects all required information, as provided in **Attachment C: Programmatic Data and Reporting Requirements**, to be entered directly in the electronic data reporting system. If the provider chooses to maintain physical records for participants, 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, upon request by The Children's Trust, provide for inspection by The Children's Trust during regular business hours the following, as may be applicable and 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 postsession questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information

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related to Services provision as described in **Attachment A: Scope of Services** and as required by this Contract. In addition to any requirements for retaining records pursuant to Section G, Provider shall retain all records for not less than five (5) 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, comply with applicable federal and state laws on confidentiality, and engage in measures to prevent unauthorized use, dissemination or publication of confidential information regardless of the source of such information. Any information determined to be confidential must be clearly marked as such. The Parties shall not disclose 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. In any event, Provider shall be responsible for defending its claim that any information submitted to The Children's Trust is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Law, including, but not limited to, defending or indemnifying The Children's Trust in the event that a claim or case is brought against The Children's Trust. Provider shall specifically require all subcontractors to comply with this paragraph. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract.

12. Data Security Obligation

Data Security Definitions are defined and specified in **Attachment G: Data Security Definitions** attached to this Contract.

A. Standard of Care

1. Provider acknowledges and agrees that, in the course of its Contract with The Children's Trust, Provider may, directly or indirectly, receive or have access to Highly Sensitive Personal Information or Personal Information. Provider shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such Highly Sensitive Personal Information or Personal Information, and shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Highly Sensitive Personal Information or Personal Information under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of such Highly Sensitive Personal Information or Personal Information as if they were Provider's own actions and omissions.
2. Highly Sensitive Personal Information or Personal Information is deemed to be property of The Children's Trust and is not property of Provider.
3. In recognition of the foregoing, Provider agrees and covenants that it shall:
 - a. Keep and maintain all such Highly Sensitive Personal Information or Personal Information strictly confidential.
 - b. Use and disclose Highly Sensitive Personal Information or Personal Information solely

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and exclusively for the purposes for which the Highly Sensitive Personal Information or Personal Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and shall not divulge, communicate, use, misuse, sell, rent, transfer, distribute, or otherwise disclose or make available Highly Sensitive Personal Information or Personal Information for Provider's own purposes or for the benefit of anyone other than The Children's Trust, without The Children's Trust's prior written consent, which may be withheld in The Children's Trust's sole and absolute discretion.

- c. Not, directly or indirectly, disclose Highly Sensitive Personal Information or Personal Information to an Unauthorized Third Party, without express written consent from The Children's Trust, which may be withheld in its sole and absolute discretion. If any person or authority makes a demand on Provider purporting to legally compel it to divulge any Highly Sensitive Personal Information or Personal Information, Provider shall (i) immediately notify The Children's Trust of the demand before such disclosure so that The Children's Trust may first assess whether to challenge the demand prior to Provider's divulging of such Highly Sensitive Personal Information or Personal Information; (ii) be responsible to The Children's Trust for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Highly Sensitive Personal Information or Personal Information as if they were Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Highly Sensitive Personal Information or Personal Information to execute a written Contract agreeing to comply with the terms and conditions of this Contract relating to the treatment of Highly Sensitive Personal Information or Personal Information. Provider shall not divulge such Highly Sensitive Personal Information or Personal Information until The Children's Trust has concluded not to challenge the demand, has exhausted its challenge, including appeals, if any.

B. Highly Sensitive Personal Information or Personal Information Security

Provider shall protect and secure data in electronic form containing such Highly Sensitive Personal Information or Personal Information.

At a minimum, Provider's safeguards for the protection of Highly Sensitive Personal Information or Personal Information shall include:

1. Encrypting, securing or modifying such Highly Sensitive Personal Information or Personal Information by any method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
2. Limiting access of Highly Sensitive Personal Information or Personal Information to Authorized Employees and Authorized Persons.
3. Securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.
4. Implementing network, device application, database and platform security.
5. Securing information transmission, storage and disposal; and implementing authentication and access controls within media, applications, operating systems and equipment.
6. Encrypting Highly Sensitive Personal Information or Personal Information stored on any mobile media.
7. Encrypting Highly Sensitive Personal Information or Personal Information transmitted over public or wireless networks.
8. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law, as required by The Children's Trust from time to time.
9. Providing written copies of appropriate privacy and information security training to Provider's employees, as required by and to The Children's Trust.

10. Purchasing and maintaining cyber insurance coverage, as The Children's Trust deems necessary in its sole and absolute discretion.
 - a. Provider shall dispose, or arrange for the disposal, of customer records containing Highly Sensitive Personal Information or Personal Information within its custody or control when the records are no longer to be retained pursuant to Sections G and O. Such disposal shall involve shredding, erasing or otherwise modifying Highly Sensitive Personal Information or Personal Information in its control or possession to make it unreadable or undecipherable through any means.
 - b. During the term of each Authorized Employee's employment by Provider, Provider shall at all times cause such Authorized Employees to abide strictly by Provider's obligations under this Contract. Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Highly Sensitive Personal Information or Personal Information by any of Provider's officers, directors, partners, principals, employees, agents or contractors. Upon The Children's Trust's request, Provider shall promptly identify for The Children's Trust in writing all Authorized Employees as of the date of such request.
 - c. Upon The Children's Trust's written request, Provider shall provide The Children's Trust with a network diagram that outlines Provider's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Contract, including, without limitation: (i) connectivity to The Children's Trust and all third parties who may access Provider's network to the extent the network contains Highly Sensitive Personal Information or Personal Information; (ii) all network connections including remote access s and wireless connectivity; (iii) all access control devices, such as (solely by way of example) firewalls, packet filters, intrusion detection and access-list routers; (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

C. Security Breach Procedures

For purposes of this Contract, "Security Breach" is defined in Attachment G.

In the event of a Security Breach, Provider shall:

1. Notify The Children's Trust of a Security Breach immediately, but no later than forty eight (48) hours, after Provider becomes aware of it by emailing The Children's Trust with a read receipt at datasecurity@thechildrenstrust.org; and with a copy of such email to Provider's contract manager at The Children's Trust. The notice shall include, at a minimum: (1) the date, estimated date, or estimated date range of the Security Breach; and (2) a description of the Highly Sensitive Personal Information or Personal Information that was accessed or reasonably believed to have been accessed as a part of the Security Breach.
2. To the extent legally permissible, confer with The Children's Trust prior to informing any third party of any Security Breach related to this Contract. Provider and The Children's Trust shall communicate regarding: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
3. Take steps to immediately remedy any Security Breach and prevent any further Security Breach at Provider's expense in accordance with applicable privacy rights, laws, regulations and standards, or as otherwise required by The Children's Trust in its sole and absolute discretion.

Provider shall be solely responsible for all costs associated with a Security Breach and The Children's Trust may seek to recover any costs it expends as a result of such breach from Provider.

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13. Withholding of Payment

At the sole discretion of The Children's Trust, payment may be withheld for noncompliance 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 AND 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, to the exclusion of all others, be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

R. STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS (not applicable)

All employees, volunteers and subcontracted personnel who work in direct contact with children or who may come into direct contact with children at the site in question must complete a Level 2 background screening and comply with the requirements thereto prior to commencing work pursuant to this Contract. This requirement applies to all volunteers who provide more than ten (10) hours of service in any given calendar year to children, youth and their families. Occasional or transient repair or maintenance persons, vendor representatives, contractors or subcontractors who have not completed a Level 2 background screening and appear on the site should be escorted to their work areas and supervised by a Provider staff member who has successfully completed a Level 2 background screening the entire time they are present to conduct their work.

Provider is required to review annually, at minimum, the Dru Sjodin National Sex Offender Public Website (NSOPW).

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 from those agencies that already conduct business with either the Florida Department of Children and Families (DCF), the Florida Department of Juvenile Justice (DJJ) or the Miami-Dade County Public School System (M-DCPS). A clearance letter from the M-DCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

In addition:

1. Provider shall complete **Attachment E-1: Affidavit for Level 2 Background Screenings**. The affidavit shall 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.
2. Provider shall complete **Attachment E-2: Child Care Affidavit of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements** and **Attachment E-4: Background Screening & Personnel File Requirements**.
3. Provider shall maintain **Attachment E-1: Affidavit for Level 2 Background Screenings, Attachment E-2: Child Care Attestation of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements** and **Attachment E-4: Background Screening & Personnel File Requirements**, in Provider's personnel, volunteers, and subcontractors' files.
4. Provider shall rescreen each employee, volunteer and subcontractor every five (5) years.

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S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES (not applicable)

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, Provider 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 building or structure which is not owned by Provider or that is not required by law or a court of competent jurisdiction.

T. REGULATORY COMPLIANCE

1. Nondiscrimination and Civil Rights

Provider shall not discriminate against an employee, volunteer or client of Provider based on the individual's protected class status, which includes race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, source of income, or actual or perceived status as a victim of domestic violence, dating violence or stalking.

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 an individual's dignity without regard to the individual's protected class status.

Additionally, 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, among other things, prohibits discrimination in employment and public accommodations, and by local governments on the basis 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 direct service 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, subprovider 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.

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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 or Chapter 112, Part III, Statutes, as amended, which are incorporated 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://ethics.miamidade.gov/library/2016-publications-rao/sec%20211-1 conflict of interest and code of ethics ordinance jan16.pdf](http://ethics.miamidade.gov/library/2016-publications-rao/sec%20211-1%20conflict%20of%20interest%20and%20code%20of%20ethics%20ordinance%20jan16.pdf)).

4. Compliance with Sarbanes-Oxley Act of 2002

Provider shall comply with the following applicable provisions of the Sarbanes-Oxley Act of 2002, including:

- a. Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.
- b. 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. Incident definitions can be found on the sample incident report form located on The Children's Trust website.

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 (800.962.2873). As required by Chapters 39 and 415, Florida Statutes, Provider and its employees are mandated to report any such suspicions.

Provider shall notify the contract manager of any incident as defined within three (3) calendar days after Provider is informed of such incident. The notification must be in writing and include 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 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) calendar days of the incident. Provider shall provide written notification to The Children's Trust, within seven (7) calendar 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

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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 submit written notification to The Children's Trust within seven (7) business days of any legal action which is filed as a result of such an alleged incident.

B. Proof of Policies

Provider and subcontractor, as applicable, shall keep on file copies of their policies, including, but not limited to, confidentiality, incident reporting, sexual harassment, nondiscrimination, 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 through the electronic registration process provided by The Trust. Form will be available in English, Spanish and Haitian Creole. The consent shall be part of the participants' registration, 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: 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.

W. MARKETING & 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 website.

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 Paragraph F 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,

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fliers, homepage of websites or any other materials for dissemination to the media or general public:

English:

Miami Dade County – Summer Youth Internship 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 – Summer Youth Internship 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 – Summer Youth Internship Program Se Children's Trust ki finanse (pwogram sa-a). Children's Trust se yon sous finansman elektè Miyami-Dade te kreye nan yon referandòm. Finansman sa a dedye pou pwogram k'ap amelyore lavi ti moun ak fanmi yo.

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 "**Miami-Dade County – Summer Youth Internship Program**" is funded in part by The Children's Trust..." OR "El **Miami-Dade County – Summer Youth Internship Program**" está financiado en parte por The Children's Trust..." OR "Se Children's Trust ki finance yon pati nan "**Miami-Dade County – Summer Youth Internship Program.**"

TERMINATION OF CONTRACT: Upon termination of this Contract by either party, Provider shall remove all references to The Children's Trust from its site(s), website, social media accounts, advertisements and promotional materials, to coincide with the effective date of such termination.

X. 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.

Y. 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 (not applicable)

Attachment E-1: Affidavit for Level 2 Background Screenings, if applicable

Attachment E-2: Child Care Attestation of Good Moral Character, if applicable

Attachment E-3: Child Abuse & Neglect Reporting Requirements, if applicable

Attachment E-4: Background Screening & Personnel File Requirements, if applicable

Attachment F: Performance Improvement Plan, if applicable

Attachment G: Data Security Definitions

Attachment H: Child Information Form

Attachment I: Authorization for Photography /Video

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.

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**MIAMI-DADE COUNTY
MIAMI-DADE COUNTY, FLORIDA**

By: _____
(Signature of Authorized Representative)

(Type/Print Name)

(Type/Print Title)

Date: _____

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

By: _____
(Signature)

James R. Haj

President and CEO

Date: _____

This Contract is not valid until signed by both Parties.

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Attachment A: Scope of Services

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**ATTACHMENT A
SCOPE OF SERVICES
FY 2017-2018**

I. PROGRAM SUMMARY

Miami-Dade County (County), The Children's Trust (Trust), The School Board of Miami-Dade County, Florida (M-DCPS), the Foundation for New Education Initiatives, Inc. (Foundation), the South Florida Workforce Investment Board d/b/a CareerSource South Florida and Royal Caribbean Cruises, LTD., (collectively, referred to as the Parties) and others are partnering to provide a countywide Summer Youth Internship Program (SYIP or Program). M-DCPS and the Foundation shall operate the Program and provide in-kind services and support. Roles and responsibilities performed by M-DCPS and the Foundation are set forth below.

Using funding contributed by all parties, a minimum of 2650 youth will be recruited through Miami-Dade County Public Schools for enrollment in the SYIP. Reasonable efforts will be made to enroll a minimum of 100 youth and an equal number thereof from each county commission district. Interns will work 30 hours per week and receive a stipend of \$1,237.50 over a period of five (5) weeks. In addition to receiving a stipend, Interns earn a high school course credit and may be given the opportunity to earn college credits. Other services offered include, but are not limited to: internship sessions for youth, parents and internship providers, soft skills training and stipend for transportation and incidentals.

II. OUTREACH AND PUBLIC AWARENESS CAMPAIGN

It is understood and agreed between the Parties hereto that the Foundation is the administrative entity for the SYIP. Further, by the acceptance of these funds, the Foundation agrees that events funded pursuant to this Agreement shall recognize the County, The Children's Trust, the South Florida Workforce Investment Board, and Royal Caribbean Cruises, LTD. as funding sources. M-DCPS and the Foundation shall ensure that all publicity, public relations, advertisements and signs recognize the County, The Children's Trust, the South Florida Workforce Investment Board and Royal Caribbean Cruises, LTD. for supporting all contracted activities, where possible. This includes all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationeries. The use of the County's, The Children's Trust's, the South Florida Workforce Investment Board's and Royal Caribbean's Cruises, LTD. official logos is permissible. M-DCPS and the Foundation shall ensure that all media representatives, when inquiring about the activities funded or supported by this Agreement, are informed that the County, The Children's Trust, the South Florida Workforce Investment Board and Royal Caribbean Cruises, LTD. are funding sources and the County, The Children's Trust and the South Florida Workforce Investment Board are partners in the collaborative effort to establish the Summer Youth Internship Program.

III. M-DCPS ROLES AND RESPONSIBILITIES

A. Intern Recruitment

The Program shall recruit youth between the ages of 15 and 18 who are currently enrolled in Miami-Dade County Public Schools and reside in Miami-Dade County for summer internship opportunities. A minimum of 40 percent of the Program slots funded by the County under this Agreement shall be filled by children receiving free or reduced priced meals. In addition, recruitment efforts will place

an emphasis on at-risk youth, who for purposes of the SYIP are defined as, but not limited to, English Language Learners, and youth who are truant. Additionally, ten (10) percent of the interns will be youth with disabilities. Youth with disabilities are defined in Exceptional Student Education Policies and Procedures, which is approved by the Florida Department of Education and The School Board of Miami-Dade County, Florida. Other targeted/priority populations include youth currently in the foster care system and youth up to age 22 who are transitioning out of the foster care system. Demographics and enrollment criteria will be collected and reported as defined in Attachments A and C.

M-DCPS shall employ identical recruitment efforts and utilize uniform advertisement at every M-DCPS school that serves eligible youth.

B. Screening

1. Interns

Youth recruited for the SYIP will be directed to sign up for the internship selection pool using <https://miami.getmyinterns.org/>. This online resource allows for the universal screening of all potential applicants. Using information provided by the youth and M-DCPS personnel, internship providers can select Program participants to interview for internships. All youth must reside in Miami-Dade County and must be eligible to work in the United States. In addition to meeting basic eligibility guidelines, internship providers will interview potential interns and determine who is offered an internship. Interns are expected to commit for the duration of the entire Program and complete required academic course work.

2. Internship Providers

Internship providers are also required to register and enroll through <https://miami.getmyinterns.org/>. This online resource allows MDCPS' personnel to screen potential Program internship providers. Once approved, internship providers can screen, interview, and select an intern.

C. Orientation and Preparation

Throughout the school year M-DCPS prepares youth for the summer internship experience through various programs and curricula. In addition, youth recruited for an internship engage in additional soft skills preparation programming and work experience orientation.

D. Program Administrator

M-DCPS shall provide one (1) Program Administrator as an in-kind contribution.

IV. FOUNDATION ROLES AND RESPONSIBILITIES

A. Information Sessions

1. Parent/Guardian

The Foundation shall offer four (4) parent information sessions for the parents/guardians of potential interns. These sessions provide an overview of the SYIP and outline requirements and expectations

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of the interns upon selection. During these sessions internship providers may also be present to conduct internship placement interviews.

2. Internship Providers

After the screening process and selection for Program participation, internship providers will be briefed on SYIP expectations and anticipated outcomes.

3. Intern Stipends and Disbursement

Each Intern is: (1) eligible to receive a stipend in the amount of \$1,237.50 over the five-week period; (2) required to report to the internship assignment approximately 30 hours per week; and (3) must meet specific educational requirements during the summer. In addition to the \$1,237.50 stipend, each Intern is also eligible to receive a transportation/incidental stipend of \$100.00 within the first week of the internship to cover transportation and other expenses that may create barriers to participation (i.e. meals, workplace attire, personal grooming).

Interns are eligible to receive a total of three stipends: (1) the incidental stipend of \$100.00; and (2) two (2) subsequent payments of \$618.75 each. These funds will be distributed via direct deposit through collaboration with the South Florida Educational Federal Credit Union ("SFEFCU") and the Foundation for New Education Initiatives, Inc. The SFEFCU account must be opened by May 25, 2018 or the incidental stipend may be delayed. The Foundation will compile and maintain a list for each funding source that will display all of the interns supported by said funding source. The Foundation will use these lists when transmitting stipend payment information to SFEFCU to ensure proper allocation across funding streams.

B. Interns Insurance

In order to protect Interns, internship providers and the SYIP, all Interns are required to have voluntary student accident insurance prior to the start of the internship. This insurance covers school-based activities including summer programs. This information is required to be disseminated to parents and potential interns during the various information sessions.

C. Internship Provider Celebration

At the end of the Program year, selected intern participants will be recognized at a culminating event that celebrates their accomplishments throughout the summer.

D. Program Administration and Staffing

1. Program Administrators

The Foundation will hire two (2) independent contractors to serve as Program Administrators, who shall be responsible for oversight of the SYIP program and day-to-day operations. These position are in addition to the existing Program Administrator provided by M-DCPS as an in-kind contribution.

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2. Instructional Supervisors

The Foundation will hire independent contractors to serve as Instructional Supervisors to interact with Interns, provide guidance and assist them in resolving problems and ensure their success in the Program. The Instructional Supervisors will have a minimum of two (2) contacts with each Intern over the five-week internship. The Instructional Supervisors will also serve as liaisons serving to develop and maintain positive relationships with internship providers, education professionals, and other organizations to ensure the success of the Program. The Program is expected to maintain an Intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.

3. Program Assistant

The Foundation may hire up to two (2) Program Assistants to assist with outreach, promotion and recruitment for the SYIP.

V. PROGRAM SCHEDULE

Month	Activity
April 2018	Announce SYIP Launch – https://miami.getmyinterns.org/ opens for students to sign up
April 2018	Recruitment of Internship Providers and Program Staff (instructional supervisor, program administrator and program assistants)
May 2018	Parent/Internship Provider Information Sessions
May 25, 2018	Last day for Students to Apply to Program
April/May 2018	Potential Interns Attend Information Sessions
June 2018	Internship Provider Information Sessions
Ongoing	Interviews and Placements, Instructional Supervisor Assignments and Insurance Enrollment Verification
June 2018	Summer Youth Internship Program Begins
July 2018	End of Internship Experience. Program wrap-up, surveys and post-tests.
September 2018	Presentation of Survey and SYIP Program Outcomes
TBD	Celebration

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VI. PERFORMANCE MEASURES

A. Quantity – “How much will we do?”

The Foundation, M-DCPS or both shall report the following performance quantity measures to the County:

1. # of youth recruited by the Program
2. # of youth interviewed by Program internship providers
3. # of youth hired for summer internship
4. # of youth who completed the Program
5. # of youth who earned high school credit
6. # of youth who earned college credit

B. Quality – “How well will we do it?”

The Foundation, M-DCPS or both shall report the following performance quality measures to the County and The Trust.

Quality Measure (e.g., #/% of participants satisfied with the Program)	Measurement and Reporting Tool	Timing (e.g., After completion of XX activity)
#/% of youth satisfied with Program	Satisfaction survey	At completion of the Program
#/% of internship providers satisfied with services provided	Satisfaction survey	At completion of the Program
#/% of job coaches/instructional supervisors that are satisfied with Program	Satisfaction survey	At completion of the Program

C. OUTCOMES - Is Anyone Better Off?

The Foundation, M-DCPS or both shall report the following performance quality measures to the County and The Trust.

Outcome and Target %	Participants to be Measured	Data Source / Measurement Tool	Meaningful Improvement	Timing
85% of youth improve employability skills	Youth	Online Internship Program Competency Tool	Participants will meet the outcome with a course pass rate of 70% or higher	Multiple lessons will be completed throughout the program but course will be completed before program end date

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85% of youth earn high school academic credit	Youth	Miami-Dade County Public Schools Grade Book	Participants will meet the outcome with a course pass rate of 70% or higher	At completion of Program
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SYIP Interns with disabilities will use the online internship program competency tool with adaptations provided by ESE instructors as needed.

D. INTERN DEMOGRAPHICS – Student Participation

The Foundation, M-DCPS or both shall report the following demographic information to the County and The Trust:

1. Identify all schools that students participating in the Program attended during the 2017-2018 school year.
2. # of students from each school who participated in the Program.
3. # of students from each commission district in Miami-Dade County who participated in the Program.

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Attachment: B
Budget, Invoices, Method of Payment and Other Fiscal Requirements

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ATTACHMENT B

BUDGET, INVOICES, METHOD OF PAYMENT and OTHER FISCAL REQUIREMENTS

Budget Amendments/Revisions

Budget amendments/revisions require written approval from the contract manager and The Children's Trust's chief financial officer or their designees. Requests for budget amendments/revisions must be submitted to a contract manager using The Children's Trust electronic system 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 amendments/revisions will be disallowed if they seek to revise retroactive costs not previously budgeted. All amendments/revisions must adjust for operational activity effective as of the previously billed period. Budget amendment/revision requests will not be accepted within sixty (60) calendar days prior to the expiration of Contract. Budget amendments/revisions will be incorporated into the Contract.

Invoice Requirements

Provider shall submit an electronic request for payment in The Children's Trust electronic system in accordance with the approved budget or budget amendments/revisions. The request for payment is due on or before the twenty fifth (25th) day of the month following the month in which expenditures were paid (exclusive of legal holidays or weekends). The Children's Trust will consider all invoices received after the twenty fifth (25th) of each month as late, even if the cause of a late submission is due to the delayed approval of a budget or amendment in the Children's Trust's electronic system. The Children's Trust agrees to reimburse Provider on a monthly basis. Any expense included on a reimbursement request that is dated more than two (2) months prior to the invoice period will not be approved. The Children's Trust reserves the right to request any supporting documentation related to this Contract.

If there are subcontractors to this Contract, Form D: Attestation of Payment must be uploaded to The Children's Trust electronic system Document Repository no later than thirty (30) calendar 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 uploaded to the Trust electronic system Document Repository no later than thirty (30) calendar days after payment to subcontractor. These forms may be downloaded from The Children's Trust 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 program(s) 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) calendar 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) calendar days of notification by The Children's Trust. After thirty (30) calendar 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. 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.

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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 underserving participants in accordance with the Contract.

The Children's Trust may opt not to reimburse Provider while Provider is under investigation by any federal, state or local agency, for any such matter related to or any program funded by The Children's Trust. Upon the conclusion of any federal, state or local investigation, The Children's Trust shall reimburse Provider for any outstanding funds due to Provider.

An electronic 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 the receipt of payment. Late submission may result in delay in the 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 (i.e., invoice) 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.

Indirect Administrative Costs

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

Match Requirement

Programs requiring a match if required in the respective solicitation, which is defined as cash or in-kind contributions including nonfederal cash dollars, donated items and/ or services that are part of the overall cost of operating the program, should be reasonable, necessary and/or required for the program. Matching funds do not include The Children's Trust's funds.

The Children's Trust reserves the right to ask for substantive documentation to support the match at any time and such documentation must be presented to Provider's independent auditors as part of its annual financial statement audit.

Direct Deposit of Payment

As a requirement of this Contract, Provider agrees that prior to or on the date commencing the effective term of this Contract, Provider will enroll in The Children's Trust direct deposit program. The direct deposit program requires that all reimbursements received from The Children's Trust are directly deposited into the Provider's designated bank account held in a United States financial institution. The format, including the terms and conditions for the direct deposit of payment, can be found on The Children's Trust website.

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, typically after expenses are incurred. Provider also agrees to pay its subcontractors, vendors and employees for the fulfillment of services provided on a timely basis. The Children's Trust expects that Provider will maintain sufficient funds in the amount of at least fifteen percent (15%) of its operating budget. Adequate working capital is considered a best practice and is necessary when managing a cost reimbursement contract. Provider is expected to possess the funds necessary to cover initial program expenses, and then request reimbursement from The Children's Trust.

Advance Payment Requests

The Children's Trust authorizes advance payments to the Provider in the amount of eight-five percent (85%) of the total Contract amount. The Provider shall submit an advance request to The Children's Trust, which must include the amount requested and a justification for the request.

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Advance 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 designees. Advance payments are made at, and within, the sole discretion of The Children's Trust.

Advance repayment

Provider shall not draw any funds from under this Contract until the advance payment has been fully satisfied. Provider shall report the amount of the advance repayment in The Children's Trust electronic system using the "Advances/Adjustments" button on the reimbursement screen. If a Provider does not use the specified Children's Trust electronic system, the Provider is required to deduct its advance repayment from each invoice, consecutively, until the advance is repaid in full.

List of Approved Certified Public Accountants or Certified Public Accounting Firms (not applicable)

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 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 a triennial System Review Report with a passing score to The Children's Trust.
- (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*.
- (c) Completion of an annual CPA training session sponsored by The Children's Trust finance department.

Supporting Documentation Requirements

Provider shall maintain original records documenting actual expenditures and services provided according to the approved Budget and Scope of Services. 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, reimbursements 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
Miami Dade County - YEN XX16-7601 MDC - Collaborative Summer Youth Employment Program
Fiscal Year 17-18 (4/01/18 - 9/30/18)
Contract #: 1816-7601

CSC Program Allocation: \$1,500,000
 Budget Status: Rejected

Salary Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
511	Regular Salaries and Wages	0.00	0.00	0.00
521	FICA/MICA	0.00	0.00	0.00
522	Retirement Contributions	0.00	0.00	0.00
523	Life and Health Insurance	0.00	0.00	0.00
524	Workers Compensation	0.00	0.00	0.00
525	Unemployment Compensation	0.00	0.00	0.00
Salary Totals:		0.00	0.00	0.00

Expense Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
531	Travel (other than participants)	0.00	0.00	0.00
532	Travel (participants)	0.00	0.00	0.00
533	Meals (participants)	0.00	0.00	0.00
534	Space	0.00	0.00	0.00
535	Utilities	0.00	0.00	0.00
536	Supplies (office)	0.00	0.00	0.00
537	Supplies (program)	0.00	0.00	0.00
540	Non-Capital Equipment	0.00	0.00	0.00
550	Capital Equipment	0.00	0.00	0.00
591	Indirect Cost	0.00	0.00	0.00
611	Subcontractor	2,600,708.00	1,500,000.00	1,500,000.00
711	Professional Services (instructors)	0.00	0.00	0.00
721	Professional Services (certified teachers)	0.00	0.00	0.00
731	Professional Services (tutors)	0.00	0.00	0.00
741	Professional Services (consultants)	0.00	0.00	0.00
791	Professional Services (other)	0.00	0.00	0.00
811	Other (advertising)	0.00	0.00	0.00
821	Other (background screening)	0.00	0.00	0.00
831	Other (admission to field trips)	0.00	0.00	0.00
891	Other (other)	0.00	0.00	0.00
529	Fringe Benefits (other)	0.00	0.00	0.00

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Expense Accounts

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
841	Program Specific Audit	0.00	0.00	0.00
751	Professional Services (Evaluation)	0.00	0.00	0.00
851	Other (Volunteers)	0.00	0.00	0.00
852	Other (Special Events)	0.00	0.00	0.00
853	Other (Required Staff Training)	0.00	0.00	0.00
854	Other (Discretionary Funds)	0.00	0.00	0.00
855	Other (conference registration)	0.00	0.00	0.00
2000	Salary Summary	0.00	0.00	0.00
2005	EBP Trainings	0.00	0.00	0.00
Expense Totals:		2,600,708.00	1,500,000.00	1,500,000.00
Salary and Expense Totals:		2,600,708.00	1,500,000.00	1,500,000.00

**Program Funders
Summary Funders**

Funder Type	Funder	Total	Comment
Cash	Cash (Summary)	29,538.00	Private sector funded internships
Contributions	Contributions (Summary)	1,056,625.00	Miami-Dade County
In-Kind Contributions	In-Kind Contributions (Summary)	14,546.00	Miami-Dade County Public Schools
Summary Funder Totals:		1,100,709.00	

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Comprehensive Budget/Amendment Report
 Miami Dade County - YEN XX16-7601 MDC - Collaborative Summer Youth Employment Program
 Fiscal Year 17-18 (4/01/18 - 9/30/18)
 Contract #: 1816-7601
 Original Budget

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
Program Manager (38396)													
Staff:	Diaz, Lupe (45637)												
Gross:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Original Budget Narratives:

Budget Amendment Narratives:
 Approved Date:

Salary Totals		Percentage of Program Distribution to Gross Salary:				Percentage of CSC Distribution to Gross Salary:				0%			
		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:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Program:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CSC:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Expense Data

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Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
811	Subcontractor	1,500,000.00	1,500,000.00	2,600,708.00	2,600,708.00

Original Budget Calculation:

2600708

Original Budget Narratives:

See subcontractor budget

Miami-Dade County

\$2,600,708.00 - Total Program Allocation

\$1,500,000 - CSC Allocation

\$125,000 - approx. 5.01% Indirect/Administrative Costs

Amount of Match: Miami Dade County: \$1,056,625.00

Private Sector Internship Providers; \$29,537.50

Budget Amendment Narratives:

Approved Date:

Expense Totals

Orig CSC Budget	1,500,000.00	Amend CSC Budget	1,500,000.00	Orig Prog Budget	2,600,708.00	Amend Prog Budget	2,600,708.00
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Salary, Expense, and Subcontractor Totals

Orig CSC Budget	1,500,000.00	Amend CSC Budget	1,500,000.00	Orig Prog Budget	2,600,708.00	Amend Prog Budget	2,600,708.00
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Organization Name: Miami-Dade County
 Subcontractor Name: Foundation for New Education
 Contract Period: 4/1/2018 - 9/30/2018

5 months

Areas in Grey to be completed by the Agency

SALARIES AND WAGES Position Name	Program Allocation		Funding Request		Matching Funds	Justification
	Percent	Amount	Percent	Amount		
Full-Time Employees Program Administrator	15%	14,546	0	0	14,546	Justification/Calculations: \$46.62 x 2080 x 15% Amount of Match: \$15,545.75 Source of Match: Miami-Dade County Public Schools
Full-Time Total	0.2	\$14,546	0.0	\$0	\$14,546	
Part-Time / Seasonal Employees Summer Stipend (5 weeks) \$1,237.50	100%	1,913,175	100%	943,200	969,975	Justification/Calculations: \$1,237.50/stipend (\$8.25hour x 30 hrs./wk. x 5 wks) x up to 1546 interns = \$1,913,175 Sources of Match: Miami Dade County \$940,437.50 Public/Private Sector Employers: \$29,537.50 (approx 24 internships will be paid by the internship providers)
Part-Time Total	1.0	\$1,913,175	1.0	\$943,200	\$969,975	
TOTAL FTEs/SALARIES	1.2	\$1,927,721	1.0	\$943,200	\$984,521	
FRINGE BENEFITS						
Fica/Mica	Rate:	0	0	\$0	\$0	Justification/Calculations:
W-Compensation	Rate:	0	0	\$0	\$0	
Reemployment	Rate:	0	0	\$0	\$0	
Retirement	Rate:	0	0	\$0	\$0	
Other						
Voluntary Ins.	Cost per Student:	300	\$4,800	\$4,800	\$4,800	300 students x \$16 student Amount of Match: \$4,800 Source of Match: Miami Dade County
Life Ins.	Cost per Staff:		\$0	\$0	\$0	Source of Match:
TOTAL FRINGE BENEFITS				\$0	\$4,800	
OPERATING EXPENSES:						
Travel (participants)		152,200		152,100	100	Justification/Calculations: Transportation and incidental expense stipend for program participants that require assistance with transportation, clothing, meals and the removal of other barriers that may impact participation. The internship program five (5) weeks and each participant is allotted \$100 stipend x approx. 1522/participants = \$152,200 Note: Reduced by 24 to account for Interns funded by private sector Internship providers that do not provide the travel stipend. Source of Match: Miami Dade County (\$100 for 1 stipend)
Supplies - office (e.g. paper, printing, postage)		9,957		8,670	1,287	Justification/Calculations: Less than 2% of total budget Source of Match: Miami-Dade County

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Organization Name: Miami-Dade County
 Subcontractor Name: Foundation for New Education
 Contract Period: 4/1/2018 - 9/30/2018

5 months

Areas in Grey to be completed by the Agency

	Program Allocation	Funding Request	Matching Funds	Justification
Non-Capital Equipment (less than \$1,000) OdysseyWare	\$7,730 7,730	\$7,730 7,730	\$0 0	Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested. Justification/Calculations: The software used to administer the required pre-internship online course. Source of Match:
Professional Services/Independent Instructors (List each) Instructional Supervisors	\$321,800 \$289,800 205,800	\$269,300 \$237,300 169,050	\$52,500 \$52,500 36,750	Justification/Calculations: \$35/hr. x 30 hrs/week x 7 weeks x 23 positions Source of Match: Miami-Dade County (5 positions for \$36,750)
SPED Instructional Supervisors	84,000	68,250	15,750	Justification/Calculations: \$25/hr. x 30 hrs/week x 7 weeks x 13 positions Source of Match: Miami-Dade County (3 positions for \$15,750)
Professional Services (Other) (List each) Program Administrator	\$32,000 20,000	\$32,000 20,000	\$0 0	Justification/Calculations: \$2500 x 4 pay periods x 2 employees = \$20,000 Source of Match:
Program Assistant	12,000	12,000		Justification/Calculations: \$15/hr. x 25 hrs. week x 16 weeks x 2 positions = \$12,000 Source of Match:
Other Advertising	\$51,500 7,000	\$44,000 7,000	\$7,500 0	Justification/Calculations: Signage, flyers, handbooks to advertise SYIP program Source of Match:
Special Events Youth Economic Development Conference	25,000	25,000	0	Justification/Calculations: Two (2) day Youth Economic Development Conference offered by Urgent, Inc. Source of Match:
Other - Additional (List each) Website updates required for program implementation	\$19,500 8,000	\$12,000 8,000	\$7,500 0	Justification/Calculations: Updates to website used by employers to recruit interns and interns to apply for the program Source of Match:
Parent and Internship Provider Information Sessions	4,000	4,000	0	Justification/Calculations: Three (3) parent orientations that provide interns, parents, guardians an overview of the program focus, expectations and opportunities. Amount of Match: Source of Match:

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Organization Name:
 Subcontractor Name:
 Contract Period:

Miami-Dade County
 Foundation for New Education
 4/1/2018 - 9/30/2018

5 months

Areas in Grey to be completed by the Agency

	Program Allocation	Funding Request	Matching Funds	Justification
Internship Provider Event	7,500	0	7,500	Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested. Justification/Calculations: Amount of Match: Miami-Dade County Source of Match: Miami-Dade County
TOTAL OPERATING EXPENSES:	\$390,987	\$481,800	\$61,387	
Administrative/Indirect Costs	125,000	75,000	50,000	Justification/Calculations: Amount of Match: \$50,000 Source of Match: Miami-Dade County
TOTAL BUDGET	\$2,600,708.00	\$1,500,000.00	\$1,100,708.00	
TOTAL PROGRAM COST (REQUESTED FUNDING AND MATCH)			\$2,600,708.00	

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Attachment: C
Programmatic Data and Reporting Requirements

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ATTACHMENT C
Programmatic Data and Reporting Requirements

The School Board of Miami-Dade County (M-DCPS) and/or the Foundation for New Education Initiatives, Inc., (Foundation), shall submit to Miami-Dade County, (County), participant demographic, aggregate attendance, and aggregate participant outcome measures as noted in the Scope of Service (Attachment A). Reporting includes submission of quantity, quality, outcomes and narrative reports.

I. DEMOGRAPHIC INFORMATION

Intern demographics are required to be at three intervals during the contract period and must include, at a minimum the following:

- A. Zip code of intern residence
- B. Commission district of intern residence
- C. Gender
- D. Age
- E. Race (American Indian or Alaskan Native, Asian, Black or African American, Pacific Islander, White, Other, Unknown)
- F. Ethnicity (Hispanic, Haitian, Other, Unknown)
- G. Current Grade
- H. Current School
- I. Risk factor enrollment criteria as defined in Attachment A under Participant Recruitment (free/reduced lunch status, foster care, English language learners, truancy, youth with disabilities)

II. PERFORMANCE MEASURES

M-DCPS and the Foundation, or both shall submit to Miami-Dade County:

- A. All quantity performance measures specified in Attachment A;
- B. A summary of the results of the performance quality measures (youth and internship provider satisfaction surveys for the Summer Youth Internship Program);
- C. Aggregate, unduplicated data for participant testing and outcome results.

III. REPORTING DUE DATES

Interim Report I (March – May)	Interim Report II (June - July)	Final Report (August - September)
<p>Due date: July 8, 2018</p> <ul style="list-style-type: none"> • Narrative Report • Participants Demographics • Measures of quantity • Assessment tools administered 	<p>Due Date: August 15, 2018</p> <ul style="list-style-type: none"> • Narrative Report • Participants Demographics • Measures of quantity • Measures of quality 	<p>Due date: October 30, 2018</p> <ul style="list-style-type: none"> • Narrative Report • Executive Summary <ul style="list-style-type: none"> ○ Key Highlights ○ Internship Providers • Participants Demographics • Measures of quantity • Outcome testing and results

IV. EXPENDITURE REPORT

- A. The Foundation shall maintain an accounting of the expenditures of the Summer Youth Internship Program funds and shall return to the County any funds not expended by September 30, 2018. Due upon at the conclusion of the Summer Youth Internship Program. The Foundation shall report the following compensation measures for each program participant to the County and The Children’s Trust:
 1. Identity of all program participants
 2. # of internship experience hours per program participant

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3. Stipend distributed to each program participant
 4. Total compensation (stipends) for each Program participant
 5. Identify program participants who were provided travel incidental stipend and the cost of each payment
 6. Identify program participants insured with student accident insurance and invoice and proof of payment for student accident insurance
- B. The Foundation shall report the following compensation measures for instructional supervisors, administrative staff, independent contractors and all other positions funded by the program to the County:
1. Identity of all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
 2. # of hours worked by all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
 3. Rate of pay for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program
 4. Total compensation for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program
- C. The Foundation shall report to the County all other direct costs and expenditures wherein Program funds were utilized, including, but not limited to, the following:
1. Detailed information describing, invoices for costs and/or expenses and proof of payment for parent orientation sessions
 2. Detailed information describing, invoices for costs and/or expenses and proof of payment for Internship Provider orientation sessions
 3. Detailed information describing, invoices and/or expenses and proof of payment for end of program celebration
 4. Contract, invoice and proof of payment for SYIP stipend/wage administration

Attachment D (not applicable)
Program-Specific Audit Requirements

The Program-Specific Audit must encompass an audit of The Children's Trust Contracts in accordance with **Section O: Records, Reports, Audits and Monitoring** 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; (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.

Program-Specific Audits must be conducted in compliance with AU-C 935 and are required to include performing tests of controls over compliance.

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 assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported.

The auditor's test work and sample size of each compliance requirement should be the result of the assessed level of inherent risk and control risk as it relates to each compliance requirement as stated in The Children's Trust Contracts.

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

At a minimum, the auditor must include the following tests in its 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) Internal Controls	1) 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 assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective	A) Controls tested during the financial statement audit may not consider compliance as it relates to The Children's Trust's Contract. Overall control risk must consider each compliance requirement tested during the Program-Specific Audit. Separate risk assessment procedures and materiality should be performed and

Compliance Requirement	Program-Specific Audit Implication	Example
	<p>regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported.</p> <p>The auditor's test work and sample size of each compliance requirement should be the result of the assessed level of inherent risk and control risk as it relates to each compliance requirement as stated in The Children's Trust Contracts</p>	<p>generated for a Program-Specific Audit.</p>
<p>b) Budget vs. Actual Expenditures</p>	<p>1) The approved budget is to include the original approved Contract as well as any approved budget amendments/revisions.</p>	<p>A) Test work should include a schedule identifying each Contract and its original/amended budget, monthly billings, Contract utilization and any analytical expectations that may identify any overbillings.</p> <p>i. The current Children's Trust electronic system does not allow providers to overbill any budgeted line item or Contract allocation, however, if Contract utilization is greater or less than expected, this could indicate that a budgeted salary rate is not the employee's actual rate. Provider must compensate employees at the rate stated on the budget. Any difference in rate would warrant a finding in the Program-Specific Audit Report.</p>
<p>c) Allowable/Unallowable Activities and Costs</p> <p>Common unallowable costs:</p> <p>1. Salary rates, payroll methods and hours billed that do not</p>	<p>1) Requires that the nature of services and type of costs paid are in agreement with the contractual budget and/or budget amendment/revision's Scope of Services and budget guidelines.</p>	<p>A) If Provider asks to be reimbursed for six (6) field trips to teach children social skills, only field trips enumerated in either the contractual budget narrative or the contractual</p>

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Compliance Requirement	Program-Specific Audit Implication	Example
<p>match original or amended budgets.</p> <p>2. Fringe benefits billed to The Children's Trust for employees not included in Contract budget and are unrelated to the program.</p> <p>3. Professional services billed within regular salaries and wages.</p> <p>4. Capital purchases disguised as repairs.</p> <p>5. Sales taxes and tips.</p> <p>6. Fuel.</p> <p>7. Food and beverage costs for parties, celebrations, end-of-program events, and conferences or conventions, unless while attending an out-of-town conference or convention.</p> <p>8. Monetary gift cards as incentives.</p> <p>A detailed listing of all costs and activities considered allowed and unallowed can be viewed in the Budget Guidelines form on The Children's Trust website.</p>	<p>AND/OR</p> <p>Requires that activities performed or costs paid with The Children's Trust funds are listed in the contractual budget narrative or a contractual budget amendment/revision narrative.</p> <p>2) Any cost or service billed that is not approved in the Contract's budget is a finding and reported as a questioned cost on the Program-Specific Audit Report.</p> <p>3) If any cost or service is billed in more than one Contract, and the billings are in excess of the total disbursement or approved allocation, the expense has been overbilled or double billed and should be considered a finding.</p> <p>4) The Children's Trust funds must supplement a program; supplanting of funds is unallowable. A provider may not use Contract funds to defray any costs that the recipient already is obligated to pay. (See example F.)</p>	<p>Scope of Service will be reimbursed.</p> <p>B) If the contractual budget, lists a program coordinator position at \$25.00/hour, the provider must pay the program coordinator and charge The Children's Trust \$25.00/hour. The provider cannot substitute funding identified for the program coordinator to any other position.</p> <p>C) If the contractual budget, lists a program coordinator's position, with dedicated time charged to The Children's Trust program of 25%, the provider must 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>D) If three Contracts list a program coordinator's total budgeted salary as \$100,000.00 and each Contract will reimburse \$35,000.00 (35%), then a possible overbilling of \$5,000 may have occurred ($\\$35,000.00 \times 3 = \\$105,000.00$ or $35\% \times 3 = 105\%$ Children's Trust salary allocation).</p> <p>E) If an invoice is submitted to The Children's Trust that includes food charges for end-of-year parties and celebrations, those costs are NOT allowable per The Children's Trust budget guidelines and cannot be paid by The Children's Trust.</p> <p>F) If a provider, prior to applying to participate in the contracted program, committed to purchase 10 new computers for another program, the provider must purchase those 10 computers in addition to any other computers requested for The Children's Trust program.</p>

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Compliance Requirement	Program-Specific Audit Implication	Example
d) Cash Management	1) With the exception of the last month of the Contract period, monthly invoices must represent costs actually paid during the Contract period (cash basis), rather than costs incurred or accrued.	A) If payroll is paid on 3/31, it should be disclosed in March's reimbursement. B) If payroll is paid on 4/1, but represents time charged in March, it should be disclosed in April's reimbursement.
e) 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 through 7/31, and provider expends \$250.00 for office supplies on 9/30 during said Contract period, that expenditure must support program services performed during the Contract term. B) The following items warrant the most attention at the beginning and end of Contract periods: i. Payroll from expired Contracts is not allowed to be billed in the first month of the renewed Contract if it was paid during the invoiced month but was incurred in prior Contract. Reporting requirements for final invoice allow this payroll to be expensed and reimbursed in prior Contract. Only the portion of payroll incurred during the Contract period may be billed. ii. Utilities iii. Insurances
f) Special Provisions	1) Eligibility requirements related to Contract expectations such as type of participants served, number of participants served and background checks should NOT be tested as part of The Children's Trust Program-Specific Audit. The Program-Specific Audit is meant to test the fiscal viability of the provider. Therefore, certain Contract provisions that support	Each of the following special provisions must be tested: A) Insurance requirements (further described in Section K: Insurance Requirements of this Contract) i. Auditor should determine if all applicable insurance policies were carried during the fiscal year.

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Compliance Requirement	Program-Specific Audit Implication	Example
	the fiscal viability of the provider should be tested.	<p>B) Proof of tax status (further described in Section L: Proof of Tax Status of this Contract)</p> <p>ii. Auditor should vouch that applicable documents verifying that all incurred payroll and unemployment taxes have been paid.</p> <p>C) Data security obligation (further described in Section O: 12 of this Contract)</p> <p>i. Auditor should obtain and/or understand the provider's data security policy.</p> <p>D) Subcontractor agreements (if applicable)</p> <p>i. Auditor should obtain and understand any agreements made with subcontracted parties. Additionally, the auditor should obtain and understand any provider monitoring procedures.</p> <p>E) Matching Funds</p> <p>i. In some cases, a required match is contracted. This will be indicated in Section C: Total Funding of this Contract. Verify the applied method the provider uses to satisfy match requirements. Also, verify that provider maintains documentation to back up match requirements.</p>

The independent auditor's report shall state that the audit was conducted in accordance with: (1) auditing standards generally accepted in the United States of America; (2) the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and (3) the Program-Specific Audit Requirements listed in The Children's Trust Contract.

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ATTACHMENT E-1

Affidavit under Penalty of Perjury for Level 2 Background Screenings

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

In accordance with sections 943.0542, 984.01, 39.001 and Chapters 430, 435, and 402, Florida Statutes, and pursuant to the requirements of Paragraph R. Background Screening of this Contract, the undersigned affiant makes the following statement under oath and 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.

All full-time, part-time, contracted staff and volunteers, along with the staff and volunteers provided to the program by a subcontractor have been checked against The Dru Sjodin National Sex Offender Public Website http://www.nsopw.gov/eng. (Check must have taken place within 30 calendar days prior to the signing of this document.)

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:

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.

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

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:

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ATTACHMENT E-2
CHILD CARE
ATTESTATION OF GOOD MORAL CHARACTER

State of Florida

County _____

Before me this day personally appeared _____ who, being duly sworn, deposes and says:
(Applicant's/Employee's Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with
_____, I affirm and attest under penalty of perjury that I meet the moral character requirements for
employment, as required by Chapter 435, Florida Statutes, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo
contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any
offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction
for any of the offenses listed below:

- Section 393.135 Relating to: sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593 sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111 adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28 criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 777.04 attempts, solicitation, and conspiracy
Section 782.04 murder
Section 782.07 manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of
a child
Section 782.071 vehicular homicide
Section 782.09 killing an unborn child by injury to the mother
Chapter 784 assault, battery, and culpable negligence, if the offense was a felony
Section 784.011 assault, if the victim of offense was a minor
Section 784.03 battery, if the victim of offense was a minor
Section 787.01 kidnapping
Section 787.02 false imprisonment
Section 787.025 luring or enticing a child
Section 787.04(2) taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3) carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or
delivering the child to the designated person
Section 790.115(1) exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2) (b) possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011 sexual battery
Former Section 794.041 prohibited acts of persons in familial or custodial authority
Section 794.05 unlawful sexual activity with certain minors
Chapter 796 prostitution
Section 798.02 lewd and lascivious behavior
Chapter 800 lewdness and indecent exposure
Section 806.01 arson
Section 810.02 burglary
Section 810.14 voyeurism, if the offense is a felony
Section 810.145 video voyeurism, if the offense is a felony
Chapter 812 theft and/or robbery and related crimes, if a felony offense
Section 817.563 fraudulent sale of controlled substances, if the offense was a felony
Section 825.102 abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.103 lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 826.04 exploitation of disabled adults or elderly persons, if the offense was a felony
Section 827.03 incest
Section 827.04 child abuse, aggravated child abuse, or neglect of a child
Former Section 827.05 contributing to the delinquency or dependency of a child
Section 827.071 negligent treatment of children
Section 843.01 sexual performance by a child
Section 843.025 resisting arrest with violence
depriving a law enforcement, correctional, or correctional probation officer means of protection or

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- Section 843.12 communication
- Section 843.13 aiding in an escape
- Section 843.13 aiding in the escape of juvenile inmates in correctional institution

- Chapter 847 obscene literature
- Section 874.05(1) encouraging or recruiting another to join a criminal gang
- Section 874.05(1) drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- Section 916.1075 sexual misconduct with certain forensic clients and reporting of such sexual conduct
- Section 944.35(3) inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40 escape
- Section 944.46 harboring, concealing, or aiding an escaped prisoner
- Section 944.47 introduction of contraband into a correctional facility
- Section 985.701 sexual misconduct in juvenile justice programs
- Section 985.711 contraband introduced into detention facilities

I understand that I must applicable acknowledge the existence of any criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one (1) business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that my record does not contain any of the above listed offenses. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record. (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification

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ATTACHMENT E-3



Child Abuse & Neglect Reporting Requirements

All child care personnel are mandated by law to report their suspicions of child abuse, neglect, or abandonment to the Florida Abuse Hotline in accordance with section 39.201, Florida Statutes.

- * Child care personnel must be alert to the physical and behavioral indicators of child abuse and neglect.

"Child Abuse or Neglect" is defined in section 39.201, Florida Statutes, as "harm or threatened harm" to a child's health (mental or physical) or welfare by the acts or omissions by a parent, adult household member, other person responsible for the child's welfare, or for purposes of reporting requirements by any person.

Categories include:

- Physical Abuse or Neglect (i.e. unexplained bruises, hunger, lack of supervision...)
- Emotional Abuse or Neglect (i.e. impairment in the ability to function, depression...)
- Sexual Abuse (i.e. withdrawal, excessive crying, physical symptoms...)

- * Reports must be made immediately to the Florida Abuse Hotline Information System by
 - Telephone at 1-800-96-ABUSE (1-800-962-2873), or
 - Fax at 1-800-914-0004, or
 - Online at <http://www.dcf.state.fl.us/abuse/report/>.
- * Failure to perform duties of a mandatory reporter pursuant to section 39.201, Florida Statutes, constitutes a violation of the standards in sections 402.301 – 402.319, Florida Statutes, and is a felony of the third degree. **Remember**, it is each child care personnel's responsibility to report suspected abuse and/or neglect.
- * All reports are confidential. However, persons who are mandated reporters (child care personnel) are required to give their name when making a report.
- * It is important to give as much identifying and factual information as possible when making a report.
- * Any person, when acting in good faith, is immune from liability in accordance with section 39.203(1)(a), Florida Statutes.
- * For more information about child abuse and neglect, visit the Florida Department of Children and Families' ("Department") website at www.myflorida.com/childcare and select "Training Requirements." The Department offers a 4-hour *Identifying and Reporting Child Abuse and Neglect* course for child care providers. This course is an overview of the various types of abuse and neglect, indicators that may be observed, the legal responsibility of mandatory reporters, and the proper procedure for reporting abuse and neglect, as required by sections 402.305(2) and 402.313(1), Florida Statutes. The course is offered both online and in person with an instructor throughout Florida.

This statement is to verify that on _____, 20____, I, _____
Date Print Name of Employee

Read and understood the information and my mandated reporting requirements.

Signature of Employee (for facility or large family child care home)

Signature of Operator

ATTACHMENT E-4



**BACKGROUND SCREENING
& PERSONNEL FILE REQUIREMENTS**

Place in employee file and attach all background screening documentation.
Authority: sections 402.301- 402.319 and Chapter 435,
Florida Statutes

Name of Employee: _____

Name of Facility: _____

*Social Security #: _____ Date of Birth: _____ Employment Date: _____

*The Department's license/registration application requires personnel to give their Social Security number for the purposes of background screening. Social security numbers are only used by the Department for identity verification.

Position Classification (check one)	Position Type (check all that apply)	Age Group Assigned (check one)	Education Level (check one)
Child Care Personnel Intermittent Volunteer Other Personnel	Owner Director Lead Teacher (must select age group) VPK Instructor Assistant Teacher Substitute	0 – 12 Months 1 Year 2 Years 3 Years 4 Years 4 Years VPK 5+ Years Mixed Not Applicable	No High School/GED High School Student High School/GED National Early Childhood Credential Birth Through Five Child Care Credential School-Age Child Care Credential Associates Degree Bachelor's Degree Master's Degree or Higher

SCREENING DOCUMENTATION

All child care personnel are required by law to be screened pursuant to Chapter 435,
Florida Statutes, as a condition of employment and continued employment.

Initial Screen

	Date Livescanned	Date completed
FINGERPRINT	FDLE/ FBI	FDLE/ FBI
Affidavit of Good Moral Character (due on or before employment, following a 90 day break, or when changing employers)		N/A

5 Year Re-screen

	Date Livescanned	Date completed
FINGERPRINT		
FINGERPRINT		
FINGERPRINT		

OTHER REQUIREMENTS

Date Employment References Checked: _____

Names of References (attach additional documentation if necessary):

Leave of Absence Documentation from Employer (if applicable):

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ATTACHMENT F
PERFORMANCE IMPROVEMENT PLAN, IF APPLICABLE

ATTACHMENT G

Data Security Definitions

"Authorized Employees" means Provider's employees who have a need to know or otherwise access Highly Sensitive Personal Information or Personal Information to enable Provider to perform its obligations under this Agreement.

"Authorized Persons" means (i) Authorized Employees; or (ii) Provider's subcontractors approved by The Children's Trust who have a need to know or otherwise access Highly Sensitive Personal Information or Personal Information to enable Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Highly Sensitive Personal Information or Personal Information in accordance with the terms and conditions of this Agreement.

"Unauthorized Third Party" means any person other than Authorized Employee or Authorized Person(s).

"Highly Sensitive Personal Information" means an individual's (i) government-issued identification number (including, without limitation, social security number, driver's license number or state-issued identified number); (ii) financial account number, credit card number, debit card number or credit report information, with or without any required security code, access code, personal identification number or password that would permit access to an individual's financial account; or (iii) biometric or health data.

"Personal Information" includes Highly-Sensitive Personal Information or any of the following:

(i) An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

- (1) A social security number.
- (2) A driver's license or identification card number, passport number, military identification number or other similar number issued on a government document used to verify identity.
- (3) A financial account number or credit card number or debit card number, in combination with any required security code, access code or password necessary to permit access to an individual's financial account.
- (4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.
- (5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

(ii) User name or email address, in combination with a password or security question and answer that would permit access to an online account.

Notwithstanding the foregoing, the term "Personal Information" shall not include information (1) about an individual that has been made publicly available by a federal, state or local governmental entity; or (2) that is encrypted, secured or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

"Security Breach" or **"Breach"** means unauthorized access of data in electronic form containing Highly Sensitive Personal Information or Personal Information, or a breach or alleged breach of this Agreement relating to such privacy practices. Good faith access of Highly Sensitive Personal Information or Personal Information by an employee or agent of the covered entity shall not constitute a breach of security under this Agreement, so long as the information is not used for a purpose unrelated to the business of The Children's Trust, or as a result of any other unauthorized use.

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CHILD INFORMATION FORM

Child's Last Name _____ First _____ Middle Name _____

Child's Date of Birth (MM/DD/YYYY) [][] [][][][] Child's Gender Male Female

Last four (4) digits ONLY of child's social security # [][][][] No SS #

Miami-Dade County Public Schools ID # [][][][][][] No M-DCPS ID #

Child's current school _____

Is your child proficient in English? Yes No

Other language(s) spoken in your home Spanish Haitian Creole Other: _____ None

Street Address _____ City _____ Zip Code _____

Child's ethnicity Hispanic Haitian Other, please specify: _____

Child's race (select only one) American Indian or Alaskan Asian Black or African-American Pacific Islander White Other Multiracial

Child's current grade [][]

Does child have health insurance? (ex., private insurance, KidCare, Medicaid) Yes No
(If not, we may be able to help you find affordable coverage - call 211 or visit www.thechildrenstrust.org/parents/health-connect/insurance.)

Child's primary caregiver (full name) _____

Primary caregiver email address _____

Primary Phone Number [][][] [][][][] [][][][][] Is this a cell/mobile phone? Yes No

(Please note that The Children's Trust may contact you via postal mail, email and/or text to ask about your satisfaction with these services, and to make you aware of other Trust-funded programs, initiatives and events you may be interested in.)

We want to get to know your child better so that we can provide the best possible experience in our programs. Please tell us more about your child...

What are the main ways in which your child communicates? (Mark all that apply)

- Speaks and is easily understood
- Speaks but is difficult to understand
- Uses communication devices like pictures or a board
- Uses gestures or expressions like pointing, pulling, smiling, frowning or blinking
- Uses sign language
- Uses sounds that are not words like laughing, crying or grunting

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What, if any, help does your child receive at this time? (Mark all that apply)

- Behavioral therapy or services
- Counseling for emotional concerns
- Daily medication (not including vitamins)
- Occupational therapy (OT)
- Physical therapy (PT)
- Special education services in school
- Speech/language therapy
- None of the above

What conditions does your child have that are expected to last for a year or more? (Mark all that apply)

- Autism spectrum disorder
- Developmental delay (only if under age 5)
- Intellectual/developmental disability (over age 5)
- Hearing impairment or deaf
- Learning disability (school age)
- Medical condition or illness
- Physical disability or impairment
- Problems with aggression or temper
- Problems with attention and hyperactivity (ADHD)
- Problems with depression or anxiety
- Speech or language condition
- Visual impairment or blind
- None of the above

If you marked "None of the above" on the previous question, please skip the next two questions and sign below. If you marked any other answer on the question above, please answer the remaining questions and sign below.

Do any of the conditions marked above make it harder for your child to do things that other children of the same age can do? Yes No

To support your child's successful participation in this program, in what areas might s/he need extra assistance? No specific help needed

- Holding a crayon/pencil, writing, using scissors or other fine motor tasks
- Sports or physical activities like running or other gross motor tasks
- Managing feelings and behavior
- Academic, learning or reading activities
- Adapting activities to take into account a visual or hearing impairment
- Using assistive device(s) like a wheelchair, crutches, brace or walker
- Personal services like help with feeding, toileting or changing clothes
- Other _____

Please tell us anything else you think it is important for us to know about your child:

If you are interested in other services funded by The Children's Trust, please call 211 or visit www.thechildrenstrust.org. For special needs resources for your child, visit www.advocacynetwork.org or www.thechildrenstrust.org/cwd

I give my permission for this information to be submitted to The Children's Trust for program quality and evaluation purposes. The Children's Trust provides funding for the program.

PARENT/GUARDIAN SIGNATURE _____	DATE _____
--	-------------------

FOR STAFF USE ONLY (MUST BE COMPLETED)

ORGANIZATION _____ SITE _____

POPULATION MEMBERSHIP (check all that apply): Dep Syst Delin Syst

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ATTACHMENT I



AUTHORIZATION FOR PHOTOGRAPHY/VIDEO

I, _____, the parent or guardian of _____ hereby authorize and give consent to service providers and the staff of The Children's Trust of Miami-Dade County as follows:

I hereby:

consent and authorize or do not consent and authorize

the staff of The Children's Trust of Miami-Dade County to take/use still photographs, digital photographs, motion pictures, television transmission, and/or videotaped recordings (hereinafter "Recordings") of me, my children, or my wards for educational, research, documentary, and public relations purposes.

Signature of Parent or Guardian

Signature of Witness

Date

Date

Any such Recordings may reveal your identity through the image itself without any compensation to you, your children or wards.

Any and all Recordings taken of you, your children or wards shall be the sole property of The Children's Trust.

With regard to the use of any Recordings taken of you, your children or wards, you hereby waive any and all present and future claims you may have against The Children's Trust of Miami-Dade County, its staff, service providers, employees, agents, affiliates and Board members.

3150 SW 3rd Avenue, 8th Floor • Miami, FL 33129
(305) 571-5700 • Fax: (305) 860-2328
www.thechildrenstrust.org

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ATTACHMENT G
Programmatic Data and Reporting Requirements

Miami-Dade County Public School (M-DCPS) and/or the Foundation for New Education Initiatives, Inc., (Foundation), shall submit to Miami-Dade County (County) and The Children’s Trust, participant demographic, aggregate attendance, and aggregate participant outcome measures as noted in the Scope of Service (Attachment A). Reporting includes submission of quantity, quality, outcomes and narrative reports.

I. DEMOGRAPHIC INFORMATION

Intern demographics are required to be at three intervals during the contract period and must include, at a minimum the following:

- A. Zip code of intern residence
- B. Commission district of intern residence
- C. Gender
- D. Age
- E. Race (American Indian or Alaskan Native, Asian, Black or African American, Pacific Islander, White, Other, Unknown)
- F. Ethnicity (Hispanic, Haitian, Other, Unknown)
- G. Current Grade
- H. Current School
- I. Risk factor enrollment criteria as defined in Attachment A under Participant Recruitment (free/reduced lunch status, foster care, English language learners, truancy, youth with disabilities)

II. PERFORMANCE MEASURES

M-DCPS and the Foundation, or both, shall submit to the County and/or The Trust:

- A. All quantity performance measures specified in Attachment A;
- B. A summary of the results of the performance quality measures (youth and internship provider satisfaction surveys for the Summer Youth Internship Program);
- C. Aggregate, unduplicated data for participant testing and outcome results.

III. REPORTING DUE DATES

Interim Report I (March – May)	Interim Report II (June - July)	Final Report (August - September)
<p>Due date: July 8, 2018</p> <ul style="list-style-type: none"> • Narrative Report • Participants Demographics • Measures of quantity • Assessment tools administered 	<p>Due Date: August 15, 2018</p> <ul style="list-style-type: none"> • Narrative Report • Participants Demographics • Measures of quantity • Measures of quality 	<p>Due date: October 30, 2018</p> <ul style="list-style-type: none"> • Narrative Report • Executive Summary <ul style="list-style-type: none"> ○ Key Highlights ○ Internship Providers • Participants Demographics • Measures of quantity • Outcome testing and results

IV. EXPENDITURE REPORT

- A. The Foundation shall maintain an accounting of the expenditures of the Summer Youth Internship Program funds and shall return to the County any funds not expended by September 30, 2018. Any unearned funds paid to the Foundation shall be returned to the County no later than 45 days from the end date of this agreement. The Foundation shall report the following compensation measures for each program participant to the County and The Children's Trust:
1. Identity of all program participants
 2. # of internship experience hours per program participant
 3. Stipend distributed to each program participant
 4. Total compensation (stipends) for each Program participant
 5. Identify program participants who were provided travel incidental stipend and the cost of each payment
 6. Identity program participants insured with student accident insurance and invoice and proof of payment for student accident insurance
- B. The Foundation shall report the following compensation measures for instructional supervisors, administrative staff, independent contractors and all other positions funded by the program to the County:
1. Identity of all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
 2. # of hours worked by all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
 3. Rate of pay for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program
 4. Total compensation for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program
- C. The Foundation shall report to the County all other direct costs and expenditures wherein Program funds were utilized, including, but not limited to, the following:
1. Detailed information describing, invoices for costs and/or expenses and proof of payment for parent orientation sessions
 2. Detailed information describing, invoices for costs and/or expenses and proof of payment for Internship Provider orientation sessions
 3. Detailed information describing, invoices and/or expenses and proof of payment for end of program celebration
 4. Contract, invoice and proof of payment for SYIP stipend/wage administration

ATTACHMENT H



Child Abuse & Neglect Reporting Requirements

All child care personnel are mandated by law to report their suspicions of child abuse, neglect, or abandonment to the Florida Abuse Hotline in accordance with section 39.201, Florida Statutes.

- * Child care personnel must be alert to the physical and behavioral indicators of child abuse and neglect.

"Child Abuse or Neglect" is defined in section 39.201, Florida Statutes, as "harm or threatened harm" to a child's health (mental or physical) or welfare by the acts or omissions by a parent, adult household member, other person responsible for the child's welfare, or for purposes of reporting requirements by any person.

Categories include:

- Physical Abuse or Neglect (i.e. unexplained bruises, hunger, lack of supervision...)
- Emotional Abuse or Neglect (i.e. impairment in the ability to function, depression...)
- Sexual Abuse (i.e. withdrawal, excessive crying, physical symptoms...)

- * Reports must be made immediately to the Florida Abuse Hotline Information System by
 - Telephone at 1-800-96-ABUSE (1-800-962-2873), or
 - Fax at 1-800-914-0004, or
 - Online at <http://www.dcf.state.fl.us/abuse/report/>.
- * Failure to perform duties of a mandatory reporter pursuant to section 39.201, Florida Statutes, constitutes a violation of the standards in sections 402.301 – 402.319, Florida Statutes, and is a felony of the third degree. **Remember**, it is each child care personnel's responsibility to report suspected abuse and/or neglect.
- * All reports are confidential. However, persons who are mandated reporters (child care personnel) are required to give their name when making a report.
- * It is important to give as much identifying and factual information as possible when making a report.
- * Any person, when acting in good faith, is immune from liability in accordance with section 39.203(1)(a), Florida Statutes.
- * For more information about child abuse and neglect, visit the Florida Department of Children and Families' ("Department") website at www.myflorida.com/childcare and select "Training Requirements." The Department offers a 4-hour *Identifying and Reporting Child Abuse and Neglect* course for child care providers. This course is an overview of the various types of abuse and neglect, indicators that may be observed, the legal responsibility of mandatory reporters, and the proper procedure for reporting abuse and neglect, as required by sections 402.305(2) and 402.313(1), Florida Statutes. The course is offered both online and in person with an instructor throughout Florida.

This statement is to verify that on _____, 20____, I, _____
Date Print Name of Employee

Read and understood the information and my mandated reporting requirements.

Signature of Employee (for facility or large family child care home)

Signature of Operator



AUTHORIZATION FOR PHOTOGRAPHY/VIDEO

I, _____, the parent or guardian of _____ hereby authorize and give consent to service providers and the staff of The Children's Trust of Miami-Dade County as follows:

I hereby:

consent and authorize or do not consent and authorize

the staff of The Children's Trust of Miami-Dade County to take/use still photographs, digital photographs, motion pictures, television transmission, and/or videotaped recordings (hereinafter "Recordings") of me, my children, or my wards for educational, research, documentary, and public relations purposes.

Signature of Parent or Guardian

Signature of Witness

Date

Date

Any such Recordings may reveal your identity through the image itself without any compensation to you, your children or wards.

Any and all Recordings taken of you, your children or wards shall be the sole property of The Children's Trust.

With regard to the use of any Recordings taken of you, your children or wards, you hereby waive any and all present and future claims you may have against The Children's Trust of Miami-Dade County, its staff, service providers, employees, agents, affiliates and Board members.



CHILD INFORMATION FORM

Child's Last Name _____, First _____ Middle _____

Child's Date of Birth (mo/day/yr)

--	--	--	--	--	--

 Child's Gender Male Female

Last 4 Digits ONLY of Child's Social Security#

--	--	--	--

 No SSN

Miami-Dade County Public School ID#

--	--	--	--	--	--	--	--

 No M-DCPS ID

Child's Current School _____

Is your Child Proficient in English? Yes No

Other Language(s) Spoken in the Home Spanish Haitian-Creole Other _____ None

Street Address _____ City _____ ZIP Code _____

Child's Ethnicity Hispanic Haitian Other

Child's Race (select only one) American Indian or Alaskan Asian Black or African American
 Pacific Islander White Other Multiracial

Child's Current Grade

--	--

Does Child Have Health Insurance (ex., private insurance, KidCare, Medicaid)? Yes No
(If not, we may be able to help you find affordable coverage-call 211 or visit www.thechildrenstrust.org)

Child's Primary Caregiver (full name) _____

Primary Caregiver Email _____

Primary Phone

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(You may be contacted by The Children's Trust to ask about your satisfaction with these services)

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We want to get to know your child better so we can provide the best possible experience in our programs. Please tell us more about your child...

What are the main ways your child communicates? (Mark all that apply)

- Speaks and is easily understood
- Speaks but is difficult to understand
- Uses sign language
- Uses communication devices like pictures or a board
- Uses gestures like pointing, pulling or blinking
- Uses sounds that are not words like crying or grunting

What, if any, help does your child receive at this time? (Mark all that apply)

- Speech/language therapy
- Occupational therapy (OT)
- Physical therapy (PT)
- Daily medication (not including vitamins)
- Special education services in school
- Behavioral therapy or services
- Counseling for emotional concerns
- None

What conditions does your child have that are expected to last for a year or more? (Mark all that apply)

- Physical disability or impairment
- Medical condition or illness
- Hearing impairment or deaf
- Visual impairment or blind
- Speech or language condition
- Autism spectrum disorder
- Developmental delay (only if under age 5)
- Learning disability (school-age)
- Problems with attention or hyperactivity (ADHD/ADD)
- Problems with depression or anxiety
- Problems with aggression or temper
- Intellectual/developmental disability (over age 5)
- None of the above

If you marked "None of the above" on the question above, please skip the next two questions and sign below. If you marked any other answer above, please answer the remaining questions and sign below.

Do any of the conditions marked above make it harder for your child to do things that other children of the same age can do? Yes No

To support your child's successful participation in this program, in what areas might s/he need extra assistance? No specific help needed

- Holding a crayon/pencil, writing, using scissors or other fine motor tasks
- Sports or physical activities like running or other gross motor tasks
- Managing feelings and behavior
- Academic, learning or reading activities
- Adapting activities to take into account a visual or hearing impairment
- Using assistive device(s) like a wheelchair, crutches, brace or walker
- Personal services like help with feeding, toileting or changing clothes
- Other _____

Please tell us anything else you think it is important for us to know about your child

If you are interested in other services funded by The Children's Trust, please call 211 or visit www.thechildrenstrust.org

I give my permission for this information to be submitted to The Children's Trust for program quality and evaluation purposes. The Children's Trust provides funding for the program.

PARENT/GUARDIAN SIGNATURE _____ **DATE** _____

FOR STAFF USE ONLY (MUST BE COMPLETED)

ORGANIZATION _____ SITE _____

POPULATION MEMBERSHIP (check all that apply): Dep Syst Delin Syst

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