

# MEMORANDUM

Agenda Item No. 9(A)(1)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** June 16, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution relating to grant funding for the 2020 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, in the amount of \$2,500,000.00, inclusive of the \$1,500,000.00 from The Children's Trust and \$1,000,000.00 in County funding, for the Summer Youth Internship Program; authorizing the County Mayor to execute agreements with The Children's Trust, the School Board of Miami-Dade County, Florida, and Foundation for New Education Initiatives, Inc., and to apply for, receive and expend grant funds for the purposes set forth herein; and requiring a report

The accompanying resolution was prepared by the Juvenile Services Department and placed on the agenda at the request of Prime Sponsor Chairwoman Audrey M. Edmonson.




Abigail Price-Williams  
County Attorney

APW/smm

**Date:** June 16, 2020

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Authorizing the County's 2020 Youth Summer Job Program and Approving Grant Agreements 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.

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### **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution relating to grant funding for the 2020 Miami-Dade County Summer Youth 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 (M-DCPS) and the Foundation for New Education Initiatives, Inc. (Foundation), a direct support organization to M-DCPS, to grant up to \$2,500,000.00 to the Foundation for the Program, which will fund the Summer 2020 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, receive, and expend 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 \$1,000,000.00 from the general fund. Additionally, the Trust will provide \$1,500,000.00 in grant funds to Miami-Dade County. M-DCPS and the Foundation shall operate the SYIP and provide in-kind program services and support.

### **TRACK RECORD/MONITOR**

M-DCPS 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 T. Wall (see Exhibit A and Exhibit B).

### **BACKGROUND**

In July 2015, Miami-Dade County launched the Program, which employed approximately 300 youth. In an effort to expand the reach of the Program to more youth, in the summer of 2016, the County collaborated with The Trust, M-DCPS, and the Foundation and launched the 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; and 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 youth. 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; and 94 percent of the youth who participated completed the SYIP.

In 2019, the SYIP continued providing diverse internship placement opportunities through the recruitment of a wide array of employers across Miami-Dade County. During this time, 3,896 students applied to participate in the SYIP and 3,045 interns completed the Program, of which 1,263 were funded by the County. Using such data from the 2019 Program, a minimum of 1,485 youth are expected to be funded by the County under this Agreement for the summer of 2020. Said youth will be recruited through M-DCPS for enrollment in the SYIP. Reasonable efforts will be made to enroll an equal number of youth, a minimum of 100, from each county commission district. Interns will work approximately 30 hours per week for a maximum of one-hundred fifty (150) hours for the duration of the Program and receive a stipend of \$1,284.00 over a period of five (5) weeks plus a one-time stipend of \$100.00 for transportation/incidentals. Interns will also earn a high school course credit and may be given the opportunity to earn college credits. Additionally, the Program shall maintain an intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.

The partners recognize that the coronavirus disease 2019 (COVID-19) pandemic may affect the SYIP's operation during the summer of 2020. However, in light of the significant positive impact the Program has on student participants and the community, the Partners are planning for its continued operation. Although many challenges have been faced this year due to COVID-19, the Partners have been working together to encourage businesses and students to take part in this year's program. Businesses are regularly contacted to ensure their commitment to the program and to its students.

To ensure the continuation of the Program, the Partners have developed several contingency plans, as described below, that could be easily adapted and implemented to ensure the Program proceeds while the community is facing the health and economic challenges caused by COVID-19. For instance:

- Internships may be completed using web-based platforms in a project-based work environment. If this scenario is pursued, the start and end dates of program will remain the same.
- The Program could be converted from a 5-week, 30-hour per week program to a 4-week, 40-hour per week program with possible start and end dates of July 6, 2020 through July 31, 2020 or July 14 through August 7, 2020.
- Students who do report to an in-person work environment will be required to follow the workplace policies set forth by Miami-Dade County due to COVID-19.

Said contingency plans are not exhaustive nor final and may change as the realities of the pandemic evolve.

M-DCPS will provide one Program Administrator, as an in-kind resource, to monitor, assist with outreach and for promotion and recruitment of the SYIP. The Foundation will hire two independent contractors to serve as SYIP Program Administrators who will oversee the Program's day-to-day operations. The Foundation will also hire approximately 23 certified teachers as independent contractors to serve as Instructional Supervisors to guide the youth throughout the summer and provide academic assignments related to their job experience. These Instructional Supervisors will also serve as liaisons between the administrators of the SYIP and the employers. There will also be approximately 13 dedicated Division of Special Education Instructional Supervisors to work with youth with disabilities. The Foundation may also hire two Program Assistants to assist with outreach, promotion, and recruitment. The Foundation will additionally be subject to a program specific audit for program expenditures.

Prior to the start of the SYIP, youth and their parents/caregivers will be invited to attend, one of four on-line parent information sessions, which provide a Program overview, expectations, and highlight the opportunities available to youth.

Attached Exhibits A & B

A handwritten signature in blue ink, appearing to read "M. Kemp", with a large, stylized flourish at the end.

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Maurice L. Kemp  
Deputy Mayor



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** June 16, 2020

**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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) 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)  
6-16-20

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO GRANT FUNDING FOR THE 2020 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, IN THE AMOUNT OF \$2,500,000.00, INCLUSIVE OF THE \$1,500,000.00 FROM THE CHILDREN'S TRUST AND \$1,000,000.00 IN COUNTY FUNDING, FOR THE SUMMER YOUTH INTERNSHIP PROGRAM; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENTS WITH THE CHILDREN'S TRUST, THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND THE FOUNDATION FOR NEW EDUCATION INITIATIVES, INC., AND TO APPLY FOR, RECEIVE AND EXPEND GRANT FUNDS FOR THE PURPOSES SET FORTH HEREIN; AND REQUIRING A REPORT

**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 this Board:

**Section 1.** 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 2020 Summer Youth Internship Program.

**Section 2.** Authorizes a County grant to the Foundation for New Education Initiatives, Inc., a direct support organization to Miami-Dade County Public Schools, in the amount of

\$2,500,000.00, inclusive of the \$1,500,000.00 in funding the County received from The Children's Trust and \$1,000,000.00 in County funding, for the Summer Youth Internship Program.

**Section 3.** Authorizes the County Mayor or County Mayor's designee to execute agreements between the County and The Children's Trust and between the County, the School Board of Miami-Dade County, Florida, and the Foundation for New Education Initiatives, Inc. to effectuate the purposes of this resolution, in substantially the form attached hereto as Exhibits A and B, respectively, as well as other required agreements and documents necessary for the 2020 Summer Youth Internship Program.

**Section 4.** Authorizes the County Mayor or County Mayor's designee to apply for, receive, and expend grant funds that may be available for the Summer Youth Internship Program.

**Section 5.** In accordance with Resolution No. R-330-16, this Board directs the County Mayor or County Mayor's designee to provide an annual report to this Board no later than February of 2021 on funding applied for or received for the Miami-Dade County Summer Youth Internship Program and such report shall be placed on an agenda of the Board no later than 30 days after the completion of said report in accordance with Ordinance No. 14-65.

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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 16<sup>th</sup> day of June, 2020. 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  
Leigh C. Kobrinski



**CONTRACT NO. 2016-7601  
BETWEEN THE CHILDREN'S TRUST  
AND Miami Dade County  
FOR Youth Enrichment, Employment and Supports**

**Agency's address:** 701 NW 1st Court, 10th Floor  
Miami, FL 33136

**Agency's federal identification number:** 59-6000573

**Vendor's identification number:** MIAMI760

**Effective term:** 3/21/2020 through 2/28/2021

**Contract amount shall not exceed:** \$1,500,000.00

**Required match amount (if applicable):** \$0.00

**Approved by resolution number:** ,2020-26

**Agency's authorized official for notices**

**Agency's custodian of public records** (applicable if  
Agency is subject to Chapter 119, Florida Statutes): Executive Assistant

**THIS CONTRACT** is between **The Children's Trust**, whose address is 3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> 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 (hereafter collectively 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 upon The Children's Trust's board ("board") approval and in accordance with applicable solicitation documents for services provided. Such renewal may not exceed five (5) terms. In determining whether to renew Provider's contract, The Children's Trust will consider factors that include, but are not limited to the following:

1. Continued demonstrated and documented need for the services.
2. Provider's satisfactory program performance, fiscal performance, and compliance with the terms of the Contract, as determined by The Children's Trust in its sole discretion.
3. Availability of funds.

**B. SCOPE OF SERVICES**

**All Providers**

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, as appropriate, will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding for direct community services 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. Direct community services refer to services or programs such as after-school, summer and parenting services offered to children and families in Miami-Dade County.

**School-based Health Providers only**

In addition to the three requirements above, the school-based health providers must abide by the following:

4. Services under this Contract shall be available to all students, upon referral, at the designated school sites regardless of financial status or social/economic background. Provider is responsible for the clinical supervision of all direct staff.
5. Provider is solely responsible for securing compliance with any applicable state and federally mandated requirements for consents for health services, including medical treatment, and compliance with notification of privacy practices. Provider shall secure parental consent for health services. All consents for treatment shall specifically state that all treatment is being rendered by Provider and not by The Children's Trust.

6. Provider shall comply with applicable state and federal laws and Miami-Dade County Public Schools' (M-DCPS) policies and regulations relating to the confidentiality of student records and information. Provider assures it shall provide the parents, or the student who is beyond the age of eighteen (18), the right of access to medical records, as specified in section 228.093, Florida Statutes, and Rule 6A-1.0955, F.A.C.
7. Upon request from the Florida Department of Health, Provider shall provide evidence of appropriate credentials and/or licenses of all direct staff assigned to the schools.
8. Where applicable, Provider shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as, all regulations promulgated thereunder (45 CFR Parts 160,162, and 164).
9. Provider may apply for Medicaid reimbursement, third party billing or any type of reimbursement available to patients. Provider is solely responsible for compliance with, and adherence to, all state and federal laws and regulations for health care related services, including, but not limited to, privacy and confidentiality.

### 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 the amount payable under this Contract may be reduced at the sole option of The Children's Trust with a proportional reduction in services. Provider agrees to adhere to **Attachment B: Other Fiscal Requirements, Budget and Method of Payment**, 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 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, in its sole discretion, 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, in its sole discretion, 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.

For contracts involving direct community services, Provider and subcontractor must be qualified to conduct business in the state of Florida at the time that a subcontractor agreement is executed.

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. Subcontractors are only entitled to reimbursement for services rendered upon receipt of executed subcontracts. 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.

All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. The Children's Trust shall not pay 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 awarded by The Children's Trust, under this Contract or otherwise for legal fees, or any legal or other such actions, including, but not limited to, active investigations that Provider is a party or witness. 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 set forth in section 768.28, Florida Statutes, both parties agree to be fully responsible for their own acts of negligence, or their agents' negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity to any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, as defined in section 768.28, Florida Statutes.

#### **2. All Other Providers**

Provider shall indemnify, defend, 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 negligence, willful or wanton acts or omissions.

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. 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**

Where funding from this Contract is used to produce original or non-minor alterations and/or enhancements to 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 worldwide, perpetual, royalty-free and non-exclusive license, for The Children's Trust to 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. Such license shall not extend to scientific publications. In the event of a dispute, both parties agree to participate in mediation to resolve the matter.

#### **G. INTELLECTUAL PROPERTY LICENSING FEES AND COSTS**

If Provider incorporates Intellectual Property, third party software, to provide Services required under this Contract, Provider is solely responsible for payment of required licensing fees and costs. Such licensing should be in the exclusive name of Provider.

#### **H. PUBLIC RECORDS**

For purposes of this section, the term "public records" shall mean all documents, papers, letters, electronic communications, 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.

Pursuant to section 119.0701, Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the 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 and/or confidential 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 and/or confidential 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](mailto:MURIEL.JEANTY@THECHILDRENSTRUST.ORG), 3150 SW 3RD AVENUE, 8TH FLOOR, MIAMI, FLORIDA, 33129.**

In the event Provider does not comply with the public records requirements set forth in Chapter 119, Florida Statutes, and **Section H** of this Contract, The Children's Trust may 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 as specified in other Sections of this Contract, and also if Provider, through action or omission, causes any of the following:

- a. Fails to comply with Background Screening, as required under this Contract or applicable law.
- b. Fails to provide the Services outlined in the Scope of Services, Attachment A, within the effective term of this Contract and to the satisfaction of the Children's Trust.
- c. Fails to correct an imminent safety concern or take acceptable corrective action, as determined by The Children's Trust.
- d. Improperly uses The Children's Trust's funds allocated under this Contract as defined in Attachment B: Other Fiscal Requirements, Budget and Method of Payment and/or Attachment A: Scope of Services.
- e. Fails to furnish or maintain the certificates of insurance required by this Contract or as determined by The Children's Trust.

- f. Fails to 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 or any other format prescribed by The Children's Trust.
- h. Fails to 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.
- s. Fails to comply with **Section T: Regulatory Compliance, #9: Mandatory Disclosure**.

The Children's Trust's decision not to enforce a breach of any of the provisions of this Contract does not entail waiver of such breach unless expressly provided in writing by The Children's Trust. Additionally, waiver 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)**, 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 said date. On the effective date of suspension, Provider may, at risk of nonpayment from The Children's Trust, 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 at the sole discretion of The Children's Trust, verified requests for payment for Services that were performed and/or for deliverables that were substantially completed prior to the effective date of such suspension shall be rendered. 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 in **Sections F: Intellectual Property and Rights to Developed Materials** and **G: Intellectual Property Licensing Fees and Costs**; (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.

#### **J. TERMINATION OF THE CONTRACT**

The Parties agree that this Contract may be terminated by either party with written notice to the other party of intent to terminate at least thirty (30) calendar days prior to the effective date of such termination. 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. The provisions of **Section G: Intellectual Property Licensing Fees and Costs** and **Section O: Records, Reports, Audits and Monitoring** shall survive the expiration or termination of this Contract.

#### **K. INSURANCE REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**

##### **All Providers, Except State Agencies or Subdivisions**

Upon execution of this Contract, or on the date commencing the effective term of this Contract, whichever is earlier, Provider's insurance agent(s) shall submit the following, as may be applicable, to [insurance@thechildrenstrust.org](mailto:insurance@thechildrenstrust.org):

- 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.

Provider's failure to comply with this section 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, non-incorporated 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. Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. 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, which shall include a rider or separate policy for sexual molestation liability, in an amount not less than \$500,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate in a policy year. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:

- a. Bodily injury
- b. Property damage
- c. No exclusions for abuse, molestation or corporal punishment
- d. No endorsement for premises, only operations

3. Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for 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 respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

4. Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for 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 non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

5. If applicable, special events coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability, and The Children's Trust must be designated and shown as "Additional Insured as 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. 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. If applicable, cyber security insurance with coverage amounts determined by The Children's Trust, but not less than \$1,000,000.00 for the effective term of the Contract and any renewals.

8. 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.

9. All required coverages may be afforded via commercial insurance, self-insurance, a captive or some combination thereof.

#### **Certificate Holder**

Certificate holder must read:  
**The Children's Trust**  
**3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor**  
**Miami, FL 33129**

#### **Classification and Rating**

If the coverage will be provided via commercial insurance, all required 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.

#### **Insurance Requirements for State of Florida Agencies or Political Subdivisions**

As an agency or political subdivision of the State of Florida, Provider agrees it is subject to the express provisions and limitations of section 768.28, Florida Statutes.

#### **L. PROOF OF TAX STATUS**

Provider is required to keep and have the following documentation readily available 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 the timeframe established by IRS Publication 15, 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 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. Notices to Provider shall be marked to the authorized official identified on page 1 of this contract. Each party is responsible for advising the other party, in writing, of any changes to responsible personnel for accepting notices under this Contract, electronic address, 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**

##### **1. Accounting Records**

Provider shall keep accounting records that conform to generally accepted accounting principles (GAAP). In addition to any requirements for retaining records pursuant to Section H, Public Records, 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**

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 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” 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.

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**

Within one hundred eighty (180) calendar days of the close of its fiscal year, Provider is required to provide 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. Audits Submission Method**

The Provider’s CPA firm must transmit Provider’s annual financial statement audit and the required Program-Specific Audit related to the Contract to The Children’s Trust, within the timeframe specified above in Section O, subsections 2 and 3, via electronic mail or through another online system identified by The Trust, unless otherwise previously agreed upon, in writing, by the Trust and Provider.

### **5. Audit Extensions**

Audit extensions may be granted by The Children’s Trust upon receipt, in writing, of such request with appropriate justification by Provider and for a period of time not to exceed sixty (60) 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 deemed by The Children’s Trust.

### **6. Engagement Letters**

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](mailto: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.

### **7. List of Approved Certified Public Accounting Firms**

To receive reimbursement for the preparation of the Program-Specific Audit, as defined, Provider must choose from a list of approved CPA firms, which are posted on The Children’s Trust’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: Other Fiscal Requirements, Budget and Method of Payment**.

### **8. Access to Records**

Provider shall permit access to all records, including subcontractor records, as per the Supporting Documentation Requirements in **Attachment B: Other Fiscal Requirements, Budget and Method of Payment**, 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.

#### **9. Program Metrics (NOT APPLICABLE TO THIS CONTRACT)**

Provider agrees to permit The Children's Trust personnel or The Children's Trust contracted agents/consultants 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. Administrative or Fiscal 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 as described in **Section I: Breach of Contract and Remedies**.

To the extent permitted by law, school-based health Providers shall permit public health authorities and health oversight agency (ies), that are charged with supervising health services program in schools, to conduct oversight and regulatory activities authorized by law.

#### **10. Client Records**

##### **School-based Health Providers only**

School Health Programs are comprehensive services and shall be provided to in accordance with section 381.0056, Florida Statutes. Provider agrees and shall require all sub-contractors to comply with all applicable state and federal privacy and confidentiality laws, as relevant to the services provided under this contract.

The Florida Department of Health is statutorily authorized to review school health records of all students enrolled in the public-school system, regardless of the form in which these records are kept, at all reasonable times for as long as records are retained and in accordance with applicable law.

##### **All other Providers**

Provider shall make available to The Children's Trust expects all required information, as provided in **Attachment A: Scope of Services and Attachment C: Data Requirements and Program Metrics**, 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.

##### **All Providers**

##### **Safeguards of Electronic Protected Health Information (ePHI)**

The Children's Trust and Provider agree to use appropriate safeguards to prevent use or disclosure of protected health information (PHI), covered under Health Insurance Portability and Accountability Act of 1996 (HIPAA) security regulations, that is produced, saved, transferred or received in an electronic form. The parties shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of their respective operations. Provider maintains that it will use appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI and ePHI that are created, received, maintained, or transmitted.

#### **11. Internal Documentation/Records Retention**

Provider agrees to maintain and, upon request of 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 post-session questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information related to 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 H, Public Records, 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.

#### **12. 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, subject to the limitations set forth in section 768.28, Florida Statutes. 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.

### **13. Data Security Obligation**

#### **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 Sensitive Personal Identifiable Information (Sensitive PII) or Personal Identifiable Information (PII).

Sensitive PII is defined as 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, 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.

PII is defined as Sensitive PII 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 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 or debit card number, in combination with any required security code, access code, or password that is 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; or
  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 e-mail address, in combination with a password or security question and answer that would permit access to an online account.

Notwithstanding the foregoing, PII 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.

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 Sensitive PII or PII, and shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Sensitive PII or PII under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of all Authorized Persons concerning the treatment of such Sensitive PII or PII as if they were Provider's own actions and omissions.

Authorized Persons is defined as (i) Provider's employees who have a need to know or otherwise access PII to enable Provider to perform its obligations under this Contract. ; or (ii) Provider's subcontractors approved by The Children's Trust who have a need to know or otherwise access PII to enable Provider to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect PII in accordance with the terms and conditions of this Contract.

2. All data collected on behalf of The Children's Trust 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 Sensitive PII or PII strictly confidential.
- b. Use and disclose Sensitive PII or PII solely and exclusively for the purposes for which the Sensitive PII or PII, or access to it, is provided pursuant to the terms and conditions of this Contract, and shall not divulge, communicate, use, sell, rent, transfer, distribute, or otherwise disclose or make available Sensitive PII or PII 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 Sensitive PII or PII to an Unauthorized Third Party, without express written consent from The Children's Trust, which may be withheld in its sole and absolute discretion. An Unauthorized Third Party is any person other than an Authorized Person. If any person or authority makes a demand on Provider purporting to legally compel it to divulge any Sensitive PII or PII, 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 Sensitive PII or PII; (ii) be responsible to The Children's Trust for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Sensitive PII or PII as if they were Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Sensitive PII or PII to execute a written Contract agreeing to comply with the terms and conditions of this Contract relating to the treatment of Sensitive PII or PII. Provider shall not divulge such Sensitive PII or PII until The Children's Trust has concluded not to challenge the demand, has exhausted its challenge, including appeals, if any.

## **B. Sensitive Personal Identifiable Information or Personal Identifiable Information Security**

Provider shall protect and secure data in electronic form containing such **Sensitive PII or PII**.

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

1. Encrypting, securing or modifying such Sensitive PII or PII by any method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
2. Limiting access of Sensitive PII or PII to 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 Sensitive PII or PII stored on any mobile media.
7. Encrypting Sensitive PII or PII 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 that contain Sensitive PII or PII within its custody or control when the records are no longer required to be retained pursuant to Sections H and O. Such disposal shall involve shredding, erasing or otherwise modifying Sensitive PII or PII in its control or possession to make it unreadable or undecipherable.
  - b. During the term of each Authorized Person's employment by Provider, Provider shall at all times cause such Authorized Persons 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 Sensitive PII or PII by any of Provider's officers, directors, partners, principals, employees, agents or contractors. Upon The Children's Trust's request, Provider shall promptly identify all Authorized Persons as of the date of such request to The Children's Trust in writing.
  - 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 Sensitive PII or PII; (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 as unauthorized access of data in electronic form containing Sensitive PII or PII or a breach or alleged breach of this Contract relating to such privacy practices. Good faith access of Sensitive PII or PII by an employee or agent of the covered entity shall not constitute a breach of security under this Contract, 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. **In the event of a Security Breach, Provider shall:**

1. Notify The Children's Trust of a Security Breach immediately, but not 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](mailto: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 Sensitive PII or PII 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 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.

### 14. Withholding of Payment

At the sole discretion of The Children's Trust, payment may be withheld if Provider or Subcontractor fail to comply with the terms of this Contract. The Children's Trust will only make 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

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 Miami-Dade County Public Schools (M-DCPS).

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 ensure that all employees, volunteers and/or subcontractors complete Level 2 background screening no later than every five (5) years.

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

### **School-based Health Providers only**

All school staff members or sub-contracted agency personnel assigned to work at a site where they have access to children must satisfy Level 2 background screening requirements and comply with all necessary school procedures prior to commencing services within M-DCPS or doing any work for The Children's Trust related to this contract. Pursuant to section 1012.32, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, have direct contact with students or have access to or control of school funds must meet Level 2 background screening requirements.

All of Provider's employees who work in a school must satisfy Level 2 background screening requirements as provided in section 1012.32, Florida Statutes. All employees who work in a school must inform their employer within 48 hours if convicted of any disqualifying offenses included in M-DCPS's Employee Manual, while he or she is employed or under contract in that capacity.

If Provider employs a person, under this contract or with The Children's Trust's funds, to work in a school who does not satisfy Level 2 background screening requirements, the employee shall be immediately suspended from working in that capacity. A clearance letter or an identification badge issued by M-DCPS will be accepted as proof that the employee satisfactorily completed background screening. A copy of said clearance letter or identification badge must be on file for each employee hired to work within the school setting.

### **All other Providers**

Subject to the provisions, limitations and exceptions of all relevant statutory provisions, including sections 1012.465 and 1012.468, Florida Statutes, 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 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 for the entire time they are present on the site by a member of Provider's staff who has satisfactorily completed a Level 2 background screening.

### **S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES**

Provider understands that The Children's Trust expects Provider to comply with all relevant provisions of the Americans with Disabilities Act and other state, federal or local laws that mandate the accessibility of programs, services and benefits for persons with disabilities. The Children's Trust also requires Provider implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible.

### **T. REGULATORY COMPLIANCE**

#### **1. Nondiscrimination and Civil Rights**

Provider shall not discriminate against an employee, volunteer or client of Provider based on an individual's protected class, 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 have 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.

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 applies to 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. Such person or affiliate may not: (a) submit a bid on a Contract to provide any goods or services; (b) submit a bid for the construction or repair of a public building or public work; (c) submit bids on leases of real property; (d) be awarded or perform work as a Provider supplier, subcontractor or consultant; and (e) transact any business in excess of the threshold amount provided in section 287.017, Florida Statutes, for certain statutorily defined purchases for a period of 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, Florida 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%202\\_11-1\\_conflict\\_of\\_interest\\_and\\_code\\_of\\_ethics\\_ordinance\\_jan16.pdf](http://ethics.miamidade.gov/library/2016-publications-rqo/sec%202_11-1_conflict_of_interest_and_code_of_ethics_ordinance_jan16.pdf)). In addition, Provider agrees to:

- Prohibit members of the Provider's board of directors from directly or indirectly receiving any funds paid by The Children's Trust to the Provider under this Contract.
- Prohibit members of the Provider's board of directors from voting on matters relating to this Contract which may result in the board member directly or indirectly receiving funds paid by the Provider under this Contract.
- Prohibit members of the Provider's board of directors from voting on any matters relating to this Contract if they are related to the person or entity seeking a benefit as 1) an officer, director, partner, of counsel, consultant, employee, fiduciary, beneficiary, or 2) a stockholder, bondholder, debtor, or creditor.
- Prohibit employees of the Provider from directly or indirectly receiving any funds paid by The Children's Trust to the Provider under this Contract, with the exception of the employee's salary and fringe benefits or portion of the employee's salary and fringe benefits included in Attachment B.
- Maintain a written nepotism and conflict of interest policy that applies to hiring, providing services to clients, and procuring supplies or equipment.
- Immediately disclose and justify in writing to The Children's Trust any business transactions between the Provider on one side, and its board member(s) or its staff on the other side, as well as all related-party transactions with shareholders, partners, officers, directors, or employees of any entity that is doing business with the Provider that are funded, partially or entirely, under the Contract with The Children's Trust, or are in any way related to The Children's Trust-funded program.

## 4. **Compliance with Sarbanes-Oxley Act of 2002**

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

- 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 involved with service 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.

#### **9. Mandatory Disclosure**

Provider shall disclose to The Children's Trust all administrative proceedings, active investigations and legal actions (collectively referred to as "Actions") that it is a party to or witness related to any program funded by The Children's Trust. Provider shall notify its assigned Contract Manager within ten (10) days of the Provider becoming aware of such Actions. Failure to comply with this requirement could be deemed a material breach of this Contract, as determined in the sole discretion of The Children's Trust. Additionally, The Children's Trust, in its sole discretion, will determine whether such Actions could have an adverse impact on the Provider's ability to deliver the contractual services and whether to terminate this Contract.

### **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.

Additionally, prior to taking or using still photographs, digital photographs, motion pictures, television transmissions and/or videotaped recordings (collectively referred to as "Recordings") of participants, Provider shall ask participants to sign a voluntary Authorization for Photograph/Video form located on The Children's Trust's website. The form is produced in English, Spanish and Haitian Creole and shall be made available to Provider. 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: Data Requirements and Program Progress Metrics**, are 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 **Attachments A: Scope of Services** and **C: Data Requirements and Program Progress Metrics**.

### **W. MARKETING & PUBLICITY**

Provider or its contracted departments shall distribute a news release to local news media outlets announcing it has been awarded funding by The Children's Trust.

Provider shall prominently place a Children's Trust program sign decal on the main entry door or front window of each of its Trust-funded site locations (unless such placement of signage is specifically prohibited by Provider's lease).

Provider shall display the official Children's Trust logo on the home page of its website (if Provider maintains a website) and link it to The Children's Trust website ([www.thechildrenstrust.org](http://www.thechildrenstrust.org)); or, if Provider maintains another page on its website



that displays the names and logos of its funding partners, Provider shall include the official Children's Trust logo on that page and link it to The Children's Trust website ([www.thechildrenstrust.org](http://www.thechildrenstrust.org)). If the funded program is part of a larger entity, such as a university, the logo may be placed on the web page dedicated to that program on the Provider's website. Provider shall in addition include the following paragraph, along with the logo, on the web page dedicated to the program funded by this Contract, or elsewhere on its website (in English/Spanish or English/Haitian Creole or all three languages, depending upon population served):

English:

**[Provider Program Name]** 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:

El **[Provider Program Name]** está financiado por The Children's Trust. The Children's Trust es una fuente de financiación, creada por los votantes en referéndum para mejorar la vida de los niños y las familias en Miami-Dade.

Kreyol:

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 "**[Provider Program Name]** is funded in part by The Children's Trust..." OR "El **[Provider Program Name]** está financiado en parte por The Children's Trust..." OR "Se Children's Trust ki finance yon pati nan**[Pwogram Sa-a]**..."

Provider agrees that all program services, activities and events funded by this Contract shall recognize The Children's Trust as a funding source in any and all publicity, public relations and marketing efforts/materials created under its control on behalf of the program.

#### 1. **COMMUNICATION WITH MEDIA/NEWS OUTLETS**

Provider shall request that all media representatives, when inquiring with Provider about the program services, activities and events funded by this Contract, recognize The Children's Trust as a funding source.

#### 2. **VIDEO**

Provider agrees that any video it produces that depicts activities, services and events funded by this Contract shall include a full-screen graphic at its end recognizing The Children's Trust as a funding source.

#### 3. **SOCIAL MEDIA**

If Provider or its contracted departments maintains social media accounts, they shall:

- a. Post an update on its social media accounts (e.g., Facebook, Twitter, Instagram, etc.) announcing it has been awarded a funding contract by The Children's Trust, and tag The Children's Trust's profile on those social media networks. If The Trust does not have a profile on a particular social media network, the post should link back to [www.thechildrenstrust.org](http://www.thechildrenstrust.org).
- b. State it is funded by The Children's Trust on all of its social media networks' "About" sections.
- c. Tag and/or mention The Children's Trust on all posts related to services, activities and events funded by this Contract.
- d. List The Children's Trust's fan page under "Liked by This Page" on its Facebook page (if Provider maintains a Facebook page).
- e. Follow The Children's Trust Twitter account (if Provider maintains a Twitter account).

#### 4. **PRINTED MATERIALS**

- a. Provider or its contracted departments shall ensure that any and all printed materials it creates for program services, activities and events funded by this Contract, including, but not limited to, newsletters, news releases, brochures, fliers, advertisements, signs/banners, letters to program participants and/or their parents/guardians, or any other materials released to the media or general public, shall state that these program services, activities and events are funded by The Children's Trust.
- b. Further, Provider shall also employ the use of the appropriate Children's Trust logo and/or language as stated above when recognizing said funding in any and all printed materials.
- c. Proofs of all printed material referenced herein must be submitted to The Children's Trust communications department ([communicationscompliance@thechildrenstrust.org](mailto:communicationscompliance@thechildrenstrust.org)) for approval prior to production/printing and release/distribution.
- d. Provider agrees to deliver to The Children's Trust, without charge, at least three (3) copies of any and all printed materials it creates for program services, activities and events funded by this Contract.

- e. 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 **Sections F: Intellectual Property and Rights to Developed Materials** and **H: Intellectual Property Licensing Fees and Costs**.

## 5. TERMINATION OF CONTRACT

Upon termination of this Contract by either party or its expiration and nonrenewal, 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 or expiration.

## X. MISCELLANEOUS

### 1. 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.

### 2. NO THIRD PARTIES

There are no intended or unintended third party beneficiaries to this Contract.

## Y. JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to expresses the parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

## Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

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

Attachment A: Scope of Services

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

Attachment C: Data Requirements and Program Metrics

Attachment D: Program-Specific Audit Requirements

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: Additional Insurance Requirements, if applicable

Attachment G: Other Matters, if applicable

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**Miami Dade County**

**The Children's Trust  
MIAMI-DADE COUNTY, FLORIDA**

By:

By:

(signature of Authorized Representative)

(signature)

**James R. Haj**

**President and CEO**

Date:

Date:

**Provider Federal ID# 59-6000573**

**Provider Vendor ID# MIAMI760**

**This Contract is not valid until signed by both Parties.**

Attachment A - Scope of Services  
Youth Enrichment, Employment and Supports

**PROGRAM OVERVIEW**

AGENCY SIGNER

Maurice Kemp

INITIATIVE

Youth Enrichment, Employment and Supports

PROGRAM DESCRIPTION

Miami-Dade County (County), The Children’s Trust (The Trust), The School Board of Miami-Dade County, Florida (M-DCPS), the Foundation for New Education Initiatives, Inc. (Foundation), and the South Florida Workforce Investment Board d/b/a CareerSource South Florida (CareerSource) (collectively referred to as the Partners), are collaborating to provide a countywide Summer Youth Internship Program (SYIP or Program).

The County, The Trust, and CareerSource shall fund the Program and M-DCPS and the Foundation shall operate the Program and provide in-kind services and support. Specifically, the Foundation shall manage the distribution of participant stipends through the South Florida Educational Federal Credit Union (SFEFCU) and contract with up to 42 instructional supervisors, two program assistants, and two program administrators. Instructional Supervisors shall interact with Interns, provide guidance, assist in resolving problems, and ensure interns’ success in the Program. Further, instructional supervisors shall have a minimum of two contacts with each Intern over the duration of the Program and serve as liaisons to develop and maintain positive relationships with internship providers, educational professionals, and other organizations to ensure the success of the Program. Additionally, M-DCPS shall provide in-kind support for a Program Administrator for the duration of the Program. This individual will lead efforts in disseminating Program information to schools, businesses, and parents participating in the Program.

During the summer of 2019, 3,896 students applied to participate in the SYIP and 3,045 interns completed the Program, of which 1,263 were funded by the County, using a combination of its own funding and that received from The Trust. Using such data from the 2019 Program, a minimum of 1,485 youth are expected to be funded by the County under this Agreement. Said youth will be recruited through Miami-Dade County Public Schools for enrollment in the SYIP. Reasonable efforts will be made to enroll an equal number of youth, approximately 100, from each county commission district. Interns will work approximately 30 hours per week for a maximum of one-hundred fifty (150) hours for the duration of the Program and receive a stipend of \$1,284.00 over a period of five (5) weeks plus a one-time stipend of \$100.00 for transportation/incidentals. In addition to receiving a stipend, interns earn a high school course credit and may be given the opportunity to earn college credits. Additionally, the Program shall maintain an Intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.

CONTRACT TIMEFRAME

School Year, Summer

PROGRAM NAME

Summer Youth Internship Program

**PROGRAM ACTIVITIES**

Activity	Description	Participants	Sessions	Deliverable(s)
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<p><b>Name:</b> Internship Provider Information Session</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b> N/A</p> <p><b>Type:</b> Deliverable</p> <p><b>Required/Additional:</b> Required</p> <p><b>Timeframe:</b> Summer</p>	<p><b>Activity Description:</b></p> <p>After the screening process and selection for Program participation, internship providers are briefed on SYIP expectations and anticipated outcomes. These include but are not limited to student stipends, program schedule, internship course, program assignments, accessing Miami.getmyinterns.org, satisfaction survey and intern performance evaluations.</p>	<p><b>Number of Families:</b></p> <p>Number of Parents: 0</p> <p><b>Number of Children/Youth:</b></p> <p>0</p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b> 200</p>	<p><b>Number of Sessions Offered:</b> 1</p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p>1</p> <p><b>Deliverable Type:</b></p> <p>Briefing on SYIP expectations and anticipated outcomes</p>
<p><b>Name:</b> High School Course Credit</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b> Deliverable</p> <p><b>Required/Additional:</b> Required</p> <p><b>Timeframe:</b> Summer</p>	<p><b>Activity Description:</b></p> <p>During the five week internship, interns are assigned academic work that is reviewed and approved by Instructional Supervisors. Upon successful completion of all required components high school course credit is issued.</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p>1</p> <p><b>Deliverable Type:</b></p> <p>High school course credit, which shall be included in the final report.</p>

<p><b>Name:</b>Intern Recruitment</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b>N/A</p> <p><b>Type:</b>Group</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>School Year</p>	<p><b>Activity Description:</b></p> <p>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. The Program shall be open to the general student population. Students in magnet programs, academies or other educational or vocational programs shall not be given preferential treatment for enrollment in or notice of the Program. A minimum of 40 percent of the Program slots funded by the County under this Agreement shall be filled by students 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. 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 or Division of Special Education Students (SPED) and students on extended diploma option. Recruitment shall begin in April March 31, 2020 and conclude May 29, 2020.</p> <p>Additionally, ten (10) percent of the interns will be youth with disabilities, as defined in the Exceptional Student Education Policies and Procedures, which is approved by the Florida Department of Education and M-DCPS.</p>	<p><b>Number of Families:</b> 0</p> <p>Number of Parents: 0</p> <p><b>Number of Children/Youth:</b> 6000</p> <p><b>Percentage CWD:</b>10</p> <p><b>Number of Others:</b>0</p>	<p><b>Number of Sessions Offered:</b>1</p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p><b>Deliverable Type:</b></p>
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<p><b>Name:</b> Intern Screening and Application</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b> Deliverable</p> <p><b>Required/Additional:</b> Required</p> <p><b>Timeframe:</b> School Year</p>	<p><b>Activity Description:</b></p> <p>Youth recruited for the SYIP are directed to sign up for the internship selection pool at <a href="https://miami.getmyinterns.org/">https://miami.getmyinterns.org/</a>. 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.</p> <p>In addition to meeting basic eligibility guidelines, internship providers interview potential interns and offer internships to interns. Interns are expected to commit for the duration of the entire Program and complete required academic course work.</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b> 0</p>	<p><b>Number of Deliverables:</b> 3000</p> <p><b>Deliverable Type:</b> Data for the 2020 Program was extrapolated from performance data from the 2019 Program.</p>
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<p><b>Name:</b>Interns Stipend Disbursements</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b>Deliverable</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>Summer</p>	<p><b>Activity Description:</b></p> <p>Each Intern:</p> <p>(1) is required to report to the virtual, on-site internship assignment or combination of both assignment approximately 30 hours per week; and,</p> <p>(2) must meet specific educational requirements during the summer; and,</p> <p>(3) is eligible to receive a stipend in the amount of \$1,284.00 stipend over the five-week period. In addition to the \$1,284, 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). The SFEFCU account must be opened by May 29, 2020 or the incidental stipend may be delayed.</p> <p>M-DCPS shall be responsible for assessing whether said requirements have been satisfied.</p> <p>Interns are eligible to receive a total of three stipends:</p> <p>(1) the incidental stipend of \$100.00; and</p> <p>(2) two subsequent payments of \$642.00 each. These funds are distributed via direct deposit through collaboration with the <a href="#">South Florida Educational Federal Credit Union</a> ("SFEFCU") and <a href="#">the Foundation for New Education Initiatives, Inc.</a></p> <p>The Foundation will compile and maintain a list of all interns; this list shall be used when transmitting stipend payment information to SFEFCU to ensure payments are accurately timely, that there are no duplicate payments and that each intern is not paid more than the maximum allowable amount as specified in the Deliverable Type/Description.</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p>3</p> <p><b>Deliverable Type:</b></p> <p>Stipends are paid in 3 installments ( please see activity description). In total, each intern shall receive up to \$1,384.00.</p>
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<p><b>Name:</b>Insurance Verification</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b>Deliverable</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>Summer</p>	<p><b>Activity Description:</b></p> <p>All Interns are required to have voluntary student accident insurance prior to the start of the internship. During the enrollment process, M-DCPS verifies whether an intern has the student has the appropriate insurance. If interns do not have insurance M-DCPS may utilize funding provided in the budget to pay for interns' insurance. This insurance covers school-based activities including summer programs.</p> <p>During Parent Information sessions, M-DCPS is required to inform to parents and potential interns about the Program</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b> 1</p> <p><b>Deliverable Type:</b> Insurance premiums paid with SYIP funds by Miami-Dade County Public Schools shall be included in the Final Report.</p>
<p><b>Name:</b>Outreach and Public Awareness Campaign</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b>Deliverable</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>School Year</p>	<p><b>Activity Description:</b></p> <p>The Trust shall be recognized as a funding source of the Program to all media representatives inquiring about the activities funded or supported by this Agreement and for all SYIP events. Additionally, where possible, all publicity, public relations, advertisements, and signs concerning the Program shall recognize The Children's Trust for supporting all contracted activities. This includes all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationaries. The use of The Children's Trust's official logo is permissible.</p> <p>Uniform recruitment efforts shall be implemented and equal employment opportunities shall be given to all Program participants. The SYIP shall be promoted within all high schools by providing the following: (1) flyers posted in all high schools and throughout the schools; (2) daily public address school announcements with a sample script provide by M-DCPS; (3) for schools that have Instagram and Twitter accounts, these social media platforms should be used to notify students about the program and provide recruitment and enrollment information; (4) print and broadcast media public relations opportunities; and (5) community presentations (Beacon Council,</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b> 1</p> <p><b>Deliverable Type:</b> Marketing and outreach campaign to inform the community, students and parents about the Summer Youth Internship Program. Multiple publicity and outreach events occur at the community and school level.</p>

	<p>etc.) to encourage participation by local businesses.</p> <p>Information pertaining to student enrollment shall be provided in an interim report and final report. Specifically, these reports shall include: (1) a description of the outreach efforts made at each school; (2) the number of students from each school that applied to the Program; (3) the number of students selected from each school; (4) the number of students participating in the program who are in a magnet program, academy or other educational or vocational program and the identity of same; and (5) the number of students participating in the program who receive free or reduced priced meals. Demographics, enrollment criteria and other relevant data as reflected and required herein will be collected and reported as defined and provided in Attachment G.</p>			
<p><b>Name:</b> Internship Coaching</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b> N/A</p> <p><b>Type:</b> Group</p> <p><b>Required/Additional:</b> Required</p> <p><b>Timeframe:</b> Summer</p>	<p><b>Activity Description:</b></p> <p>At a minimum, Instructional Supervisors must interact with all of the interns participating in the Program, by guiding and assisting interns in resolving problems and providing needed support(s) to assist Interns' in the successful completion of the Program. Additionally, Instructional Supervisors must have a minimum of two (2) contacts with each Intern over the five-week internship, 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.</p> <p>The Program is shall maintain an Intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.</p>	<p><b>Number of Families:</b> 0</p> <p>Number of Parents: 0</p> <p><b>Number of Children/Youth:</b> 1485</p> <p><b>Percentage CWD:</b> 10</p> <p><b>Number of Others:</b> 0</p>	<p><b>Number of Sessions Offered:</b> 2</p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p><b>Deliverable Type:</b></p>

<p><b>Name:</b>Parent Internship Information Sessions</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b>N/A</p> <p><b>Type:</b>Group</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>School Year</p>	<p><b>Activity Description:</b></p> <p>Four parent information sessions shall be offered to the parents/guardians of potential interns. These sessions provide an overview of the SYIP and outline requirements and expectations of the interns upon selection. These requirements include intern stipend, <a href="#">South Florida Educational Federal Credit Union</a> information, program schedule, pre-internship course, program assignments, accessing Miami.getmyinterns.org accessing and using the MDCPS Student Portal During these sessions internship providers may also be present to conduct internship placement interviews.</p>	<p><b>Number of Families:</b> 0</p> <p>Number of Parents: 1000</p> <p><b>Number of Children/Youth:</b> 0</p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b>0</p>	<p><b>Number of Sessions Offered:</b>4</p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p><b>Deliverable Type:</b></p>
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<p><b>Name:</b>Coronavirus (COVID 19) Considerations</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b>Deliverable</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>Summer</p>	<p><b>Activity Description:</b></p> <p>The Partners recognize that the coronavirus disease 2019 (COVID-19) pandemic may affect the SYIP’s operation during the summer of 2020. However, in light of the significant positive impact the Program has on student participants and the community, the Partners are planning for its continued operation despite M-DCPS’ exclusive on-line learning programs and countless Miami-Dade County business closures. As such, they have developed several contingency plans, as described below, that could be easily adapted and implemented to ensure the Program proceeds while the community is facing the health and economic challenges caused by COVID-19. The number of interns and the duration of the 2020 Program may be impacted by the corona virus disease 2019 pandemic</p> <p>For instance:</p> <ul style="list-style-type: none"> <li>• Internships may be completed using web-based platforms in a project-based work environment. If this scenario is pursued, the start and end dates of program will remain.</li> <li>• The Program could be converted from a five -week/30-hour per week program to a four-week, 40-hour per week program with possible start and end dates of July 6, 2020 through July 31, 2020 or July 14 through August 7, 2020.</li> </ul> <p>Said contingency plans are not exhaustive nor final and may change as the realities of the pandemic evolve.</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b> 1</p> <p><b>Deliverable Type:</b> July 1, 2020 - August 7, 2020*</p> <p>*subject to change</p>
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**TARGET POPULATION**

TARGET POPULATION DESCRIPTION

Youth between the ages of 15 and 18 who are currently enrolled in Miami-Dade County Public Schools and reside in Miami-Dade County shall be recruited for participation in the Programs. The Program shall be open to the general student population. Students in magnet programs, academies or other educational or vocational programs shall not be given preferential treatment for enrollment in or notice of the Program. 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. For purposes of this Agreement a youth is considered truant if the youth has accrued in excess of twenty unexcused absences during the school year. 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, and Exceptional Education Students (ESE) students on extended diploma option. Additionally, 10 percent of the interns will be youth with disabilities as defined in the Exceptional Student Education Policies and Procedures.

**SERVICE SITES**

Site Name and Address	Site Service Dates	Deliverables	Site Participants	Fees
Countywide (no address)	Timeframe: Summer  Activity Type: Deliverable  Number of Classrooms: 0  Service Dates: 7/1/2020 - 8/7/2020	Number of Deliverables: 1485  Type of Deliverable: Internships	<b>Attendance-based participants and days:</b> Number of Children/Youth: Number of Parents: Number of Families: Number of Others: Number of Days:  <b>Group-based participants and days:</b> Number of Children/Youth: Number of Parents: Number of Families: Number of Others: Number of Days:	<b>Attendance-based Activities:</b> Registration Fee: \$ Program Fee: \$ Fee Frequency: Fee Description:  <b>Group Activities:</b> Registration Fee: \$ Program Fee: \$ Fee Frequency: Fee Description:

**PARTICIPANTS**

Timeframe	Deliverables	Group-Based Activity: Participants	Attendance-Based Activity: Participants
School Year	Number of Deliverables: 0	Children/Youth: Parents: Families: 0 Others:	Children/Youth: Parents: Families: 0 Others:
Year-Round	Number of Deliverables: 0	Children/Youth: Parents: Families: Others:	Children/Youth: Parents: Families: Others:
Summer	Number of Deliverables: 1485	Children/Youth: Parents: Families: 0 Others:	Children/Youth: Parents: Families: 0 Others:

**PARTNERS & SERVICE LINKAGE**

Subcontractor or In-Kind	Partner Name	Associated Activity	Description of Role & Expertise

Subcontractor	Foundation for New Education Initiatives, Inc.  Service End Date:	I-Other (Group-Based)High School Course Credit, Internship Provider Information Session, Intern Recruitment, Intern Screening and Application, Insurance Verification, Outreach and Public Awareness Campaign, Internship Coaching, Parent Internship Information Sessions	FNEI shall manage the distribution of participant stipends through the South Florida Educational Federal Credit Union and hire instructional supervisors and program administrators.
In-Kind	Miami-Dade County Public Schools  Service End Date:	I-Other (Group-Based) Internship Provider Information Session, Intern Recruitment, Intern Screening and Application, Insurance Verification, Outreach and Public Awareness Campaign, Internship Coaching, Parent Internship Information Sessions	Miami-Dade County (County), The Children’s Trust (Trust), The School Board of Miami-Dade County, Florida (M-DCPS) and the Foundation for New Education Initiatives, Inc., (Foundation), a direct support organization providing financial support to M-DCPS, are partnering to provide a countywide summer youth internship program. M-DCPS and the Foundation shall operate the program and provide in-kind program support. Roles and responsibilities performed by M-DCPS and the Foundation shall be set forth below.
In-Kind	Miami Dade County  Service End Date:	I-Other (Group-Based) Internship Provider Information Session, Intern Recruitment, Intern Screening and Application, Outreach and Public Awareness Campaign, Parent Internship Information Sessions	The County, The Trust and M-DCPS are partnering to provide a countywide summer youth internship program. M-DCPS and the Foundation shall operate the program and provide in-kind program support.
In-Kind	CAREERSOURCE FLORIDA, INC.  Service End Date:	I-Other (Group-Based) Interns Stipend Disbursements	Through this partnership CareerSource of South Florida contracts with Miami-Dade County Public Schools and provides funding for up to 900 internships.

**ADDITIONAL SCOPE DETAILS**

SERVICES

**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 included in the Interim and Final Report 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)
- J. **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**

<b>Weekly Calls (March-August)</b>	<b>Final Report (August- September)</b>
<p><b>Ongoing: March 7, 2020 through August 15, 2020</b></p> <p><b>Weekly Activity Report Due Dates:</b></p> <p>April 3,10,17,24</p> <p>May 1,8,15,22,29</p> <p>June 5,12,19,26</p> <p>July 3,10,17,24,31</p> <ul style="list-style-type: none"> <li>• Participant demographics</li> <li>• # of assessments administered (Odysseyware)</li> <li>• # Interns applied/placed by school</li> <li>• % free reduced applied/placed</li> <li>• # of internship providers/#approved</li> <li>• # of dual enrollment students</li> <li>• # of student insurance purchased</li> <li>• # of students with Credit Union account</li> <li>• #champions trained by school</li> <li>• # internship providers and name requesting more than 10 interns</li> </ul>	<p><b>Due date: September 30, 2020</b></p> <ul style="list-style-type: none"> <li>• Narrative Report</li> <li>• Executive Summary <ul style="list-style-type: none"> <li>◦ Key Highlights</li> <li>◦ Internship Providers</li> </ul> </li> <li>• Participants Demographics</li> <li>• Measures of quantity</li> <li>• Measures of quality</li> <li>• Outcome results</li> </ul>



II.

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 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor ? Miami, FL 33129

(305) 571-5700 ? Fax: (305) 860-2328

[www.thechildrenstrust.org](http://www.thechildrenstrust.org)



OUTCOMES

**PERFORMANCE MEASURES**

**Quantity - “How much will we do?”** The Foundation, M-DCPS or both shall report the following performance quantity measures to the County:

1. Description of the outreach efforts made at each school
2. # of youth who applied to the Program
3. Identity of schools that youth who applied to the Program attend
4. # of youth interviewed by Program internship providers
5. # of youth hired for summer internship
6. # of youth selected from each school and the identity of the schools they attend
7. # of youth participating in the Program who are in a magnet program, academy or other educational or vocational program and the identity of said magnet program, academy or educational or vocational program
8. # of youth who completed the Program
9. # of youth who earned high school credit
10. # of youth who earned college credit
11. # of youth who receive free or reduced priced meals

**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
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

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 2019-2020 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.

DELIVERABLES/IMPLEMENTATION TIMELINE

**Implementation Timeline**

Month	Activity(ies)
March 2020	SYIP launch <a href="https://miami.getmyinterns.org/">https://miami.getmyinterns.org/</a> for internship providers on March 1 and open for students to sign up on March 31.
March 2020	Internship providers and program staff (instructional supervisors, program administrators and program assistants) are recruited.
May 2020	Parent information sessions to be conducted.
May 29, 2020	Last day student applications to the Program are accepted.
May 2020	Potential interns attended information sessions.
June 2020	Internship provider information/training sessions to be conducted.
May/June/July 2020	Intern interviews and placements, instructional supervisor assignments and insurance enrollment verification.
July 1, 2020	Summer Youth Internship Program Begins
August 7, 2020	End of Internship Experience. Program wrap-up, surveys and assignments.
September 30, 2020	Presentation of Survey and SYIP Program Outcomes

RESEARCH DESIGN

N/A

ADDITIONAL DATA REQUIREMENTS

Note Covid-19 contingencies:

The Partners recognize that the coronavirus disease 2019 (COVID-19) pandemic may affect the SYIP’s operation during the summer of 2020. However, in light of the significant positive impact the Program has on student participants and the community, the Partners are planning for its continued operation despite M-DCPS’ exclusive on-line learning programs and countless Miami-Dade County business closures. As such, they have developed several contingency plans, as described below, that could be easily adapted and implemented to ensure the Program proceeds while the community is facing the health and economic challenges caused by COVID-19.

For instance:

- Internships may be completed using web-based platforms in a project-based work environment. If this scenario is pursued, the start and end dates of program will remain.

- The Program could be converted from a 5-week/30-hour per week program to a 4-week, 40-hour per week program with possible start and end dates of July 6, 2020 through July 31, 2020 or July 14 through August 7, 2020.

Said contingency plans are not exhaustive nor final and may change as the realities of the pandemic evolve.

STAFFING TABLE						
Timeframe(s)	Position Title	Number of Positions	Position Minimum Qualifications	Related Program Responsibilities	Position Status: Classification, In Ratio, Supervision	Related Subcontractor Budget
Summer	Program Administrator  Category: Program Management	2	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: Professional Services In ratio: NO Supervision: YES	Foundation for New Education Initiatives, Inc.
Summer	Program Assistant  Category: Administrative Support/Clerical/Data Entry	2	A high school diploma or General Equivalency Diploma (GED).	Performs office duties of a routine nature that may involve a variety of tasks and work methods.	Classification: Professional Services In ratio: NO Supervision: NO	Foundation for New Education Initiatives, Inc.
Summer	Instructional Supervisor  Category: Program Management	27	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: Professional Services In ratio: YES Supervision: NO	Foundation for New Education Initiatives, Inc.
Summer	SPED Instructional Supervisors  Category: Program Management	15	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: Professional Services In ratio: YES Supervision: NO	Foundation for New Education Initiatives, Inc.

School Year	Program Administrator  Category: Program Management	1	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: Full-Time In ratio: NO Supervision: YES	Foundation for New Education Initiatives, Inc.
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**NON-SERVICE OPTIONS**

- TERMS OF RENEWAL
- GOVERNMENT ENTITY
- INSURANCE REQUIREMENTS  
**(NOT APPLICABLE TO THIS CONTRACT)**
- FINANCIAL STATEMENT AUDIT
- PROGRAM-SPECIFIC AUDIT
- AUDIT EXTENSIONS
- ENGAGEMENT LETTERS
- CORE - PROGRAM METRICS  
**(NOT APPLICABLE TO THIS CONTRACT)**
- CLIENT RECORDS
- STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS
- CHILDREN WITH DISABILITIES AND THEIR FAMILIES
- PROGRAMMATIC DATA REPORTING
- LIST OF APPROVED CERTIFIED PUBLIC ACCOUNTING FIRMS
- CONSENT

**ATTACHMENT B**  
**OTHER FISCAL REQUIREMENTS, BUDGET and METHOD OF PAYMENT**

**Budget amendments/revisions**

Budget amendments/revisions require written approval from the designated Contract Manager and The Children's Trust's Chief Financial Officer or their designees. Requests for budget amendments/revisions must be submitted to the Contract Manager using SAMIS, or the appropriate form, as designated by The Children's Trust. All budget amendments/revisions are subject to final approval by The Children's Trust. Budget amendments/revisions cannot be used to increase the total Contract amount or to modify the Scope of Services. No more than two 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 must be submitted sixty (60) days prior to the expiration of the Contract. Once approved, all budget amendments/revisions will be incorporated into the Contract.

**Invoice/ Request for Payment Requirements**

Provider or Seller shall submit an original request for payment, utilizing the format prescribed by The Children's Trust and in accordance with the approved budget or approved budget revision(s). This format may entail the electronic submission of a request for payment in the SAMIS system in accordance with the approved budget or budget amendments/revisions, paper invoice, spreadsheet, or other submission method. The Children's Trust will notify the Provider and/or Seller the method of submittal. Invoices not submitted in the SAMIS system shall be submitted by the Provider and/or Seller to The Children's Trust at: [accountspayable@thechildrenstrust.org](mailto:accountspayable@thechildrenstrust.org) and to the Provider and/or Seller's Trust staff member assigned to this contract. The invoice must include The Children's Trust's issued Purchase Order (PO) number. Submissions to [accountspayable@thechildrenstrust.org](mailto:accountspayable@thechildrenstrust.org) must contain only the invoice and no additional correspondence. Attachments and other documentation included with the invoice submitted to [accountspayable@thechildrenstrust.org](mailto:accountspayable@thechildrenstrust.org) will render the invoice as being not properly submitted. The request for payment is due on or before the fifteenth (15<sup>th</sup>) 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 fifteenth (15<sup>th</sup>) 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 SAMIS system. The Children's Trust agrees to reimburse Provider and/or Seller on a monthly basis, provided that the Contract utilizes a cost reimbursement method of payment. Any expense included on an invoice relating to a reimbursement request that pertains to a check dated greater than two 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, and the invoices are to be submitted using SAMIS, then Form D: Attestation of Payment must be uploaded to The Children's Trust's electronic system Document Repository no later than thirty (30) days after payment to subcontractor. If invoices are submitted using SAMIS, upon the close of this Contract, Provider and/or Seller is required to complete Form E: Close-out Attestation of Payment, which must be uploaded to The Children's Trust's electronic system Document Repository no later than thirty (30) 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 and/or Seller to perform services pertaining to The Children's Trust funded programs identified in this Contract.

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

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

In the event that Provider or Seller, its independent CPA firm or The Children's Trust discovers that an overpayment has been made, Provider or Seller shall repay the overpayment within thirty (30) calendar days of discovery of the event by the Provider or Seller or notification of overpayment by the Provider's or Seller's independent CPA firm or The Children's Trust.

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

A request for payment will be deemed proper as defined by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, 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 and/or Seller for corrections may be cause for delay in the receipt of payment. Late submission may result in delay in the receipt of payment. Upon receipt of Provider's or Seller's properly submitted Request for Payment (i.e., invoice) and/or other required documentation, The Children's Trust shall pay Provider or Seller in accordance with the Florida Prompt Payment Act.

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 (10%) percent of the total Contract amount. This includes operational costs that support the performance of programmatic functions but are not directly incurred as a result of the program (i.e. insurance costs).

#### **Match Requirement** \$0.00

Programs requiring a match, if provided in the respective solicitation, which is defined as cash or in-kind contributions including non-federal 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 must be another funding source other than The Children's Trust.

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 and/or Seller's independent auditors as part of their annual financial statement audit.

#### **Direct Deposit of Payment**

As a requirement of this Contract with The Children's Trust, Provider or Seller agree that prior to, on the date commencing the effective term of this Contract, or when direct deposit functionality is made available, Provider or Seller 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 or Seller's designated bank account held in a United States financial institution.

#### **Cost Reimbursement Method of Payment**

The parties agree that this is a cost reimbursement method of payment Contract. Provider and/or Seller shall be paid in accordance with the approved budget and/or approved budget amendments/revisions as set forth in this attachment, as well as based on the actual costs incurred. Provider or Seller will be paid in accordance with the approved budget, typically after expenses are incurred. Provider and/or Seller also agrees to pay their subcontractors, vendors and employees for the fulfillment of services provided on a timely basis. The Trust expects that Provider and/or Seller maintain sufficient funds in the amount of at least 15% of their operating budget. Adequate working capital is considered a best practice and is necessary when managing a cost reimbursement contract. Provider and/or Seller are expected to possess the funds necessary to cover initial program expenses, and then request reimbursement from The Trust.

#### **Deliverable-Based Method of Payment**

The parties agree that this is a deliverable based Contract, and Provider or Seller will be paid based on acceptance by The Children's Trust of deliverables as outlined in Attachment A and/or the flat project fee or fee per deliverable as stated in Attachment B. Provider or Seller will submit required reports and/or deliverables in accordance with the deliverable schedule set forth in Attachment A or in Attachment B if not included in Attachment A. If Provider or Seller fails to submit approved deliverables in accordance with the Contract, The Children's Trust may amend the Contract to reduce the amount of dollars representing the deliverables not provided. 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 deliverables not provided in accordance with the Contract.

#### **Timely Payment by Provider or Seller**

Provider or Seller also agree to timely pay subcontractors, vendors, and employees for the fulfillment of services provided in this Contract. Every request by Provider or Seller for payment for services provided, work performed, or costs incurred pursuant to this Contract, except for any advanced payments by The Trust, shall be accompanied by a Request for Payment from The Children's Trust. If there are subcontractors to this Contract, the 'Attestation of Payment' form must be included in the Request for Payment. These forms may be downloaded from The Trust's website. For the purpose of payment only, a subcontractor is defined as an independent agency that has entered into agreement with Provider and/or

Seller to perform services pertaining to The Children's Trust funded programs identified in this Contract.

**Advance payment requests**

The Children's Trust offers advance payments up to 15% of the total Contract value. The Children's Trust will only approve advance requests that are equivalent to the total amount of the first two (2) months programmatic expenditures and up to 15% of the total Contract value. Determinations of programmatic expenditures will be supported by the immediate prior year's performance or a detailed listing of estimated expenditures. Advance requests shall be limited to governmental entities and not-for-profit corporations, in accordance with section 216.181(16)(b), Florida Statutes. Advance requests must include the amount requested and a justification for the request. Advance requests must be submitted using the designated form and must be approved in writing by The Children's Trust's Contract Manager and Chief Financial Officer or their designee. Advance payments are made at and within the sole discretion of The Children's Trust.

**Advance repayment**

Upon receipt of an advance, repayment must be credited to proceeding reimbursement requests within sixty (60) calendar days. Provider or Seller shall report the amount of the advance repayment in The Trust electronic system using the "advances/adjustments" button on the reimbursement screen. If a Provider or Seller does not use the specified Trust electronic system, the Provider or Seller 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**

To receive reimbursement for the preparation of the program specific audit, as defined, Provider and/or Seller 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; and (c) completion of an annual CPA training session sponsored by The Children's Trust finance department.

Alternatively, Provider or Seller may also receive reimbursement if Provider or Seller is subject to audit by a federal, state or local Office of Inspector General and such Office of Inspector General conducts an audit and charges Provider or Seller for said audit services.

**Supporting Documentation Requirements**

Provider and/or Seller 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 and/or Seller shall keep accurate and complete records of any fees collected, reimbursement or compensation of any kind received from any client or other third party, for any service covered by this Contract, and shall make all such records available to The Children's Trust upon request. Provider and/or Seller shall maintain a cost allocation methodology that is used to allocate its costs to ensure that The Children's Trust is only paying its fair share of costs for services, overhead and staffing devoted to the program or services 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 20-21 (3/1/20 - 2/28/21)**  
**Contract #: 2016-7601**

CSC Program Allocation: \$1,500,000  
 Budget Status: Pending Contract Approval

**Salary Accounts**

<b>Account #</b>	<b>Title</b>	<b>Original Program Budget</b>	<b>Original CSC Budget</b>	<b>Amended CSC Budget</b>
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
<b>Salary Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Expense Accounts**

<b>Account #</b>	<b>Title</b>	<b>Original Program Budget</b>	<b>Original CSC Budget</b>	<b>Amended CSC Budget</b>
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	2,516,056.00	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
841	Program Specific Audit	0.00	0.00	0.00
751	Professional Services (Evaluation)	0.00	0.00	0.00



**Expense Accounts**

<b>Account #</b>	<b>Title</b>	<b>Original Program Budget</b>	<b>Original CSC Budget</b>	<b>Amended CSC Budget</b>
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
<b>Expense Totals:</b>		<b>2,516,056.00</b>	<b>1,500,000.00</b>	<b>1,500,000.00</b>
<b>Salary and Expense Totals:</b>		<b>2,516,056.00</b>	<b>1,500,000.00</b>	<b>1,500,000.00</b>

**Program Funders  
Summary Funders**

<b>Funder Type</b>	<b>Funder</b>	<b>Total</b>	<b>Comment</b>
Cash	Cash (Summary)	0.00	Miami-Dade County
In-Kind Contributions	In-Kind Contributions (Summary)	1,016,056.00	Miami-Dade County Public Schools Miami-Dade County Public/private sector
Other	Other (Summary)	0.00	Public/private sector employers - intern stipends
<b>Summary Funder Totals:</b>		<b>1,016,056.00</b>	

**Comprehensive Budget/Amendment Report**  
**Miami Dade County - YEN XX16-7601 MDC - Collaborative Summer Youth Employment Program**  
**Fiscal Year 20-21 (3/1/20 - 2/28/21)**  
**Contract #: 2016-7601**  
**Original Budget and Approved/Unapproved Amendments**

**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	2,516,056.00	2,516,056.00

**Original Budget Calculation:**

1500000+1000000+16056

**Original Budget Narratives:**

Total Program Cost: \$2,516,056 (includes indirects cost of \$120,328 -- CSC/ \$78,856 and Match/ \$41,472)

CSC Allocation: \$1,500,000

Amount/sources of Match: \$1,016,056

MDCPS: \$16,056

Miami-Dade County: \$1,000,000

**Budget Amendment Narratives:**

Approved Date: -

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<b>Expense Totals</b>	<b>Orig CSC Budget</b>	<b>Amend CSC Budget</b>	<b>Orig Prog Budget</b>	<b>Amend Prog Budget</b>
	1,500,000.00	1,500,000.00	2,516,056.00	2,516,056.00

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**Foundation for New Education Initiatives, Inc.**

<b>Positions</b>	<b>Annual Salary</b>	<b># of Positions</b>	<b>Program Allocation %</b>	<b>Program Allocation \$</b>	<b>Funding Request %</b>	<b>Funding Request \$</b>	<b>Matching Funds</b>	<b>Justification</b>
Program Administrator	\$99,433.00	1	15	\$14,915.00	0	\$0.00	\$14,915.00	\$47.804/hrs x 2080 hrs annually x 15% Amount of Match: \$14,915 Source of Match: Miami-Dade County Public Schools (position works for the program from April 1 through August 31
<b>Total:</b>	\$99,433.00	1	FTE: 0.15	\$14,915.00	FTE: 0.00	\$0.00	\$14,915.00	
<b>Staff Expenses</b>				<b>Program Allocation \$</b>		<b>Funding Request %</b>	<b>Matching Funds</b>	<b>Justification</b>
FICA/MICA				\$1,141.00		\$0.00	\$1,141.00	\$14,915 x 7.65% = \$1,141 Source of Match: Miami-Dade County Public Schools
Life and Health Insurance				\$3,856.00		\$3,856.00	\$0.00	Intern insurance \$16/each x 241 interns = \$3,856.00 Amount/source of match: n/a
<b>Total:</b>				\$4,997.00		\$3,856.00	\$1,141.00	
<b>Operating Expenses</b>				<b>Program Allocation \$</b>		<b>Funding Request %</b>	<b>Matching Funds</b>	<b>Justification</b>
Indirect Cost				\$120,328.00		\$78,856.00	\$41,472.00	Justification/Calculations: approximately 4.8% of total budget (\$2,500.000) Amount/source of match: \$41,472/ Miami-Dade County
Supplies (office)				\$4,870.00		\$4,870.00	\$0.00	Less than 2% of total budget

Travel (participants)				\$148,500.00		\$78,500.00	\$70,000.00	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. 1485/participants = \$148,500 Amount/Source of Match: \$70,000 Miami-Dade County
Non-Capital Equipment				\$6,506.00		\$6,506.00	\$0.00	Odysseyware - online software used to administer the required pre-internship course. Amount/source of match: n/a
Professional Services (instructors)				\$277,200.00		\$277,200.00	\$0.00	Instructional Supervisors: \$35/hr. x 30 hrs/week x 7 weeks x 27 positions = \$198,450 Note: 27 positions represent a 1:50 instructional supervisor/intern ratio SPED Instructional Supervisors: \$25/hr. x 30 hrs/week x 7 weeks x 15 positions = \$78,750 Note: 15 positions represent 1:10 SPED instructional supervisor/intern All positions work approximately 30 hours per week not to exceed 210 hours for the duration of the program Amount/source of match: n/a

Professional Services (other)				\$1,938,740.00		\$1,050,212.00	\$888,528.00	Program Administrator: \$2500 x 4 pay periods x 2 positions = \$20,000 Program Assistant: \$15/hr. x 40 hrs. week x 10 weeks x 2 employees = \$12,,000 Intern Stipends: \$1,284.00/stipend (\$8.56/hour x 30 hrs./wk. x 5 wks ) x up to 1485 interns = \$1,906,740.00 Approximately 30/hrs per week, not to exceed 150 for the duration of the program Amount/source of match: Miami Dade County: \$888,528
<b>Total:</b>				\$2,496,144.00		\$1,496,144.00	\$1,000,000.00	
<b>Subcontractor Total:</b>				\$2,516,056.00		\$1,500,000.00	\$1,016,056.00	
<b>Grand Total:</b>				\$2,516,056.00		\$1,500,000.00	\$1,016,056.00	

## ATTACHMENT C: Data Requirements and Program Metrics

The Children's Trust requires collecting ongoing measures on the quantity, quality and impact of service efforts. The purpose of data collection, reporting and analysis is to promote continuous improvement in program quality and participant outcome achievement. Contract-specific reporting requirements are identified in Attachment A - Scope of Services.

The Program Metrics tool can be found on the Children's Trust website and it details the components that are regularly reviewed by Trust staff or approved contractors. These components—as well as the way they are rated—are specific to the initiative and can be revised throughout the funding cycle.

Successful programs regularly monitor the quality of their own implementation at the site level, offer staff training and coaching on program components, and incorporate feedback from participants and staff.

### Data requirements:

As applicable, provider is expected to collect and enter demographic, attendance, screening, and assessment data in a timely manner, while incorporating practices that ensure data quality and integrity. Data must be collected using the appropriate tools (e.g., required demographic fields can be found in the **Child and Adult Information Forms** found on The Children's Trust website) and entered in a timely manner into the Trust' approved data system. All data entered must be reviewed and validated by the provider no later than the 15th of month following the month in which services were delivered.

As applicable, provider may also be expected to complete a Program Narrative Report (see initiative specific requirements—including timing—in the **Initiative Specific Reporting Requirements** on The Children's Trust website) that captures a brief account of the program's successes, challenges, and supports needed.

With each submission, the provider attests, based on his/her best knowledge, information and belief, that all data submitted in conjunction with the reports are accurate, truthful and complete. The trust and approved partners shall use and analyze this data for evaluation and strategic planning purposes.

### Program Metrics:

- Compliance Items: Provider shall fulfill all applicable compliance items specified in the safety, administrative and fiscal compliance component in the Program Metrics tool, as well as in the **Required Documentation Checklist** posted on The Children's Trust website.
- Quarterly or Yearly Growth Plan: In partnership with the Contract Manager, the provider will develop and implement Growth Plans up to four times per contract year. A **Growth Planning Guidance Document** with additional information can be found on The Children's Trust website.

### Additional Program Continuous Quality Improvement Requirements:

Provider must ensure appropriate staff and subcontractors attend various Trust-sponsored or facilitated trainings. **Training requirements by initiative** are detailed on The Children's Trust website. At a minimum, staff will be required to attend the following annually:

- Contract management trainings
- The Children's Trust provider meetings
- SAMIS training for budgets, amendments, invoices, SAMIS programmatic and reports trainings
- Content-specific trainings related to program quality and performance measures (e.g., Injury Free, ACT, Project RISE, evidence-based programs, and measurement tools).

## Attachment D 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):

1. Independent Auditor’s Report on the Schedule of Expenditures of The Children’s Trust Contracts
2. Schedule of Expenditures of The Children’s Trust Contracts
3. Notes to Schedule
4. Independent Auditor’s Report on Compliance for each of The Children’s Trust Contracts and Report on Internal Control over Compliance
5. 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
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<p>a) Internal Controls</p>	<p>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 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>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 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><b>Common unallowable costs:</b></p> <ol style="list-style-type: none"> <li>1. Salary rates, payroll methods and hours billed that do not match original or amended budgets.</li> <li>2. Fringe benefits billed to The Children's Trust for employees not included in Contract budget and are unrelated to the program.</li> <li>3. Professional services billed within regular salaries and wages.</li> <li>4. Capital purchases disguised as repairs.</li> <li>5. Sales taxes and tips.</li> <li>6. Fuel.</li> <li>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.</li> <li>8. Monetary gift cards as incentives.</li> </ol> <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>	<ol style="list-style-type: none"> <li>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. AND/OR 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.</li> <li>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.</li> <li>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 <b>overbilled or double billed</b> and should be considered a finding.</li> <li>4) The Children's Trust funds must supplement a program; <b>supplanting of funds is unallowable</b>. A provider may not use Contract funds to defray any costs that the recipient already is obligated to pay. (See example F.)</li> </ol>	<ol style="list-style-type: none"> <li>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 Scope of Service will be reimbursed.</li> <li>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.</li> <li>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.</li> <li>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 (<math>\\$35,000.00 \times 3 = \\$105,000.00</math> or <math>35\% \times 3 = 105\%</math> Children's Trust salary allocation).</li> <li>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 <b>NOT</b> allowable per The Children's Trust budget guidelines and cannot be paid by The Children's Trust.</li> <li>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.</li> </ol>
<p>d) Cash Management</p>	<ol style="list-style-type: none"> <li>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.</li> </ol>	<ol style="list-style-type: none"> <li>A) If payroll is paid on 3/31, it should be disclosed in March's reimbursement.</li> <li>B) If payroll is paid on 4/1, but represents time charged in March, it should be disclosed in April's reimbursement.</li> </ol>

<p>e) Period of Availability</p>	<p>1) Requires provider to charge The Children’s Trust grant with only allowable costs resulting from obligations incurred during the funding period.</p>	<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"> <li>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.</li> <li>ii. Utilities</li> <li>iii. Insurances</li> </ul>
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<p>f) Special Provisions</p>	<p>1) Eligibility requirements related to Contract expectations such as type of participants served, number of participants served and background checks should <b>NOT</b> 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 the fiscal viability of the provider should be tested.</p>	<p>Each of the following special provisions must be tested:</p> <p>A) Insurance requirements (further described in <b>Section K: Insurance Requirements</b> of this Contract)</p> <ul style="list-style-type: none"> <li>i. Auditor should determine if all applicable insurance policies were carried during the fiscal year.</li> </ul> <p>B) Proof of tax status (further described in <b>Section L: Proof of Tax Status</b> of this Contract)</p> <ul style="list-style-type: none"> <li>ii. Auditor should vouch that applicable documents verifying that all incurred payroll and unemployment taxes have been paid.</li> </ul> <p>C) Data security obligation (further described in <b>Section O: 12</b> of this Contract)</p> <ul style="list-style-type: none"> <li>i. Auditor should obtain and/or understand the provider’s data security policy.</li> </ul> <p>D) Subcontractor agreements (if applicable)</p> <ul style="list-style-type: none"> <li>i. Auditor should obtain and understand any agreements made with subcontracted parties. Additionally, the auditor should obtain and understand any provider monitoring procedures.</li> </ul> <p>E) Matching Funds</p> <ul style="list-style-type: none"> <li>i. In some cases, a required match is contracted. This will be indicated in <b>Section C: Total Funding</b> 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.</li> </ul>
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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, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Paragraph R. Background Screening of this Contract, the undersigned affiant makes the following statement under oath 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 E-2
CHILD CARE
AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

County of \_\_\_\_\_

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 communication
Section 843.12	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 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 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

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 s. 39.201 of the Florida Statutes (F.S.).

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

"Child Abuse or Neglect" is defined in s. 39.201, F.S., 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 s. 39.201, F.S. constitutes a violation of the standards in ss. 402.301-319, F.S. 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 s. 39.203(1)(a), F.S.
\* For more information about child abuse and neglect, visit the Department's 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 ss. 402.305(2) and 402.313(1), F.S. The course is offered both online and instructor-based 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: s. 402.301-319, F.S., and s. 435, F.S.

Name of Employee: \_\_\_\_\_

Name of Facility: \_\_\_\_\_

\*Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Employment Date: \_\_\_\_\_

\*Pursuant to Chapter 435.05, F.S., the Department's license/registration application requires personnel to give their Social Security number for the purposes of background screening. Social security numbers are used by the Department for identity verification only.

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, F.S., as a condition of employment and continued employment.

**Initial Screen**

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

**5 Year Re-screen**

	<u>Date Livescanned</u>	<u>Date completed</u>
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 G

## Data Security Definitions

**“Authorized Employees”** means Provider’s employees who have a need to know or otherwise access 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 Personal Information to enable Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect 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, 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 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 or debit card number, in combination with any required security code, access code, or password that is 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; or
  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 e-mail 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 personal information, or a breach or alleged breach of this Agreement relating to such privacy practices. Good faith access of 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.

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 \_\_\_\_\_, 2020 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 the 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 2020, 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, and The Children's Trust, 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, which is 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 effective date of a resolution adopted by the Miami-Dade County Board of County Commissioners that authorizes the Program ("Effective Term"). The Effective Term of this Agreement shall be from the commencement date through September 30, 2020. 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, 2020 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 \$2,500,000.00. Payment should be made according to Section VIII- Payment Procedures. 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. 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: (1) Level 2 Background Screening Affidavit, incorporated herein and attached hereto as Attachment C;(2) Child Care Attestation of Good Moral Character form, incorporated herein and attached hereto as Attachment D; and (3) Child Abuse and Neglect Reporting Requirements, incorporated herein and attached hereto as Attachment E, 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 background screenings, conducted by an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation), that establish they are eligible to work in direct contact with Program participants may in fact do such work.

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 as required therein agrees to comply with the terms and conditions, including budgetary terms and otherwise, as if fully set forth herein.

The Parties recognize that the coronavirus disease 2019 (Covid-19) pandemic may affect the SYIP's operation during the summer of 2020. However, in light of the significant positive impact the Program has on student participants and the community, the Parties are planning for its continued operation. As a result, the following first and second advance payments maybe combined if the programmatic timetable is shifted or compressed.

A. First Advance Payment. The County shall transmit up to \$1,875,000.00 of funding, 75 percent of, total funding under this Agreement, \$2,500,000.00, to the Foundation as a cash advance if program is to capacity, 1,485 interns. If the Program is not at capacity, the County reserves the right to transmit a prorated advance, which shall be commensurate to 75 percent of the unit rate, inclusive of staffing, per intern, as provided in Attachment B, for all current and projected slots in the Program. The payment request for the advance will be processed immediately upon full execution of the 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 the first interim programmatic progress report as detailed in Attachment G, along with Second Advance Request, due July 19, 2020. Thereafter, within three (3) 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 interim progress report, in accordance with required documentation for Program service activities, if the Program is at capacity, the County agrees to provide a second cash advance in the amount of \$475,000.00, 19 percent of total funding under this Agreement, up to \$2,500,000.00. If the Program is not at capacity, the County reserves right to transmit a second

prorated advance, which shall be commensurate to 19 percent of the unit rate per internship slot, as provided in Attachment B, in the Program.

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, accurate, and proper documentation of service delivery and incurred expenses, including, but not limited to, copies of invoices, payroll journals, and bank statements. As the approved budget lists specific line items assigned to Miami-Dade County and The Children's Trust, monthly payment requests shall be submitted following the approved budget in Attachment B for each funding source. As such, two (2) payment request forms shall be submitted monthly detailing expenses for each funding source. 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. Expenditure Report - Final Report/Recapture of Funds. The Foundation shall submit a final Expenditure Report as delineated in Attachment G, Section III, to the County, no more than forty-five (45) days after the expiration or termination of this Agreement. The Expenditure 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 Expenditure 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 the Expenditure 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 2020-2021 \$2,500,000.00

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, which includes any successor to all of the identified positions 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, Contracts Officer – Miami-Dade County –  
John Ise

Foundation For New Education Initiatives, Inc.- Executive Director Ann Stith de las Pozas

The Office of Intergovernmental Affairs, Grants Administration and Community Engagement -  
Miami-Dade County Public Schools - Associate Superintendent Iraida R. Mendez-Cartaya

- B. Program Administration

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

The Office of Intergovernmental Affairs, Grants Administration and Community Engagement –  
Miami-Dade County Public Schools - Associate Superintendent Iraida R. Mendez-Cartaya

The Office of Career and Technical Education- Miami-Dade County Public Schools – Lupe F.  
Diaz

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

- C. Legal

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 ten (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. In addition to any requirements of chapter 119, Florida Statutes, 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, and 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. In addition to the monthly progress reports required in subsection D., M-DCPS shall provide demographic and service information on Program participants to the County and 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, which is 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 practice deemed reasonably necessary to fulfill the monitoring function. A report on 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 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 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. Damages Sustained. Notwithstanding the above, MDCPS 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 COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, [pr@dadeschools.net](mailto:pr@dadeschools.net), and 1450 NE 2 Avenue, Miami, Florida 33132, or:**

**Miami-Dade County, Office of Management and Budget-Grants  
Coordination**

**111 N.W. 1<sup>st</sup> Street, 22<sup>nd</sup> Floor**

**Miami, Florida 33128**

**Attention: Barbara Soto**

**Email: [Barbara.Soto@miamidade.gov](mailto:Barbara.Soto@miamidade.gov)**

**XVII. AUDIT REQUIREMENTS.**

A. Financial Statement Audit. Within one hundred eighty (180) calendar days from the close of its fiscal year, an independent certified public accounting firm (CPA), which shall not be unreasonably withheld, must electronically submit to the County 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:

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.

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.

Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit."

Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance."

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.



A management letter; if no management letter is prepared by the Foundation's CPA firm, then the CPA firm must expressly confirm, in writing, that no management letter was issued.

If the Foundation'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 the Foundation's fiscal year.

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

If the Foundation 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.

B. Program-Specific Audit. Within one hundred eighty (180) calendar days of the close of its fiscal year, the Foundation is required to have its CPA firm submit to the individuals at addresses provided in Section X. Notices, a Program-Specific Audit related to the Agreement, 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 County's Agreement(s) using The Children's Trust's guidelines as specified in the Program-Specific Audit Requirements, which is incorporated herein and attached hereto as Attachment H.

C. Engagement Letters. Audit engagement letters are due to the County within (30) calendar days after the close of the Foundation's fiscal year. The Foundation agrees to submit an audit engagement letter to the individuals at the addresses provided in Section X. Notices. Failure to submit an audit engagement letter may result in a breach of this Agreement, or other remedy, as deemed appropriate by the County.

To receive reimbursement for the preparation of the Program-Specific Audit, as defined, the Foundation 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 the Pre-Qualified Program-Specific Auditing Service Requirements Certified Accounting Firms. The Pre-Qualified Program-Specific Auditing Service Requirements Certified Accounting Firms is incorporated herein and attached hereto as Attachment H-1. The County in its sole and absolute discretion will determine whether the

Foundation is in compliance with the provisions of this Section XVII and whether payment for said services shall be rendered.

**XVIII. MISCELLANEOUS.**

A. Identification of Students by Funding Source. M-DCPS and/or the Foundation shall identify the funding source that supports each intern and upon the processing of each intern stipend, shall provide the County and The Children's Trust with documentation verifying same. Interns that continue to participate and receive all three stipends should consistently be billed to and paid by the same funding source. In the event that interns exit the Program and are replaced with new interns, MDCPS or the Foundation shall provide a list of these exceptions with each billing. Such list shall distinguish between interns who have exited and those who joined the Program.

B. Other Agreements. M-DCPS and the Foundation agree to provide the County with copies of all invoices 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. Said invoices, contracts, agreements, grants or any other documents shall be provided no later than ten (10) business days from receipt or their execution or upon execution of this Agreement whichever is later.

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 MDCPS.

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, 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. MDCPS 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. MDCPS 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. MDCPS 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. MDCPS 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 MDCPS has knowledge thereof. MDCPS 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, which is incorporated herein and attached hereto as Attachment I. MDCPS 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. MDCPS 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. Anti-Nepotism Policy. MDCPS and Foundation employees whose positions are funded by or through the Program, shall be prohibited from appointing, employing, promoting, or advancing or advocating for appointment, employment, promotion, or advancement of a relative for a position subsidized by the Program.

“Relative” means an individual who is related as father, mother, son, daughter, brother, sister, grandmother, grandfather, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

H. Marketing and Publicity. M-DCPS and the Foundation agree that all marketing and publicity efforts shall comply with section W of Attachment F, and 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. Additionally, 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.

I. Consent and DATA. 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, which is incorporated herein and attached hereto as Attachment J. 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. MDCPS shall provide demographic information for each participant in the program. Said data will be provided by the District’s Office of Assessment, Research and Data Analysis, in accordance with

Attachment G or other attachments hereto.

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 twenty-one (21) pages of the Agreement with its recitals on the first page of the Agreement, signatures on the last page of the Agreement and 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:	Level 2 Background Screening Affidavit
Attachment D:	Child Care Attestation of Good Moral Character
Attachment E:	Background Screening & Personnel File Requirements
Attachment F:	Contract 2016-7601 between Miami-Dade County and The Children's Trust
Attachment G:	Programmatic Data and Reporting Requirements and Expenditure Reporting Requirement
Attachment H:	Program-Specific Audit Requirements
Attachment H-1:	Pre-Qualified Program-Specific Auditing Service Requirements Certified Accounting Firms
Attachment I:	Child Abuse & Neglect Reporting Requirements
Attachment J:	Consent to Photograph 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.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

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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

By:   
Superintendent of Schools or Designee


Date: 5/28/20

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:   
Attorney for School Board

Date: 05.22.2020

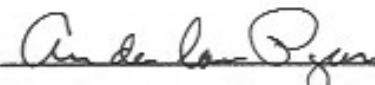
APPROVED AS TO INSURANCE REQUIREMENTS:

By:   
Risk Management

Digitally signed by  
jdavila@dadeschools.net  
Date: 2020.05.22 08:09:37  
-04'00'

Date: \_\_\_\_\_

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

By: 

Date: May 21, 2020

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

By: \_\_\_\_\_  
Mayor or Mayor's Designee

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE REQUIREMENTS:

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

MIAMI-DADE COUNTY, FLORIDA  
HARVEY RUVIN, CLERK

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SCOPE OF SERVICES  
FY 2019-2020**

**Program Description**

Miami-Dade County (County), The Children’s Trust (The Trust), The School Board of Miami-Dade County, Florida (M-DCPS), the Foundation for New Education Initiatives, Inc. (Foundation), and the South Florida Workforce Investment Board d/b/a CareerSource South Florida (CareerSource) (collectively referred to as the Partners), are partnering to provide a countywide Summer Youth Internship Program (SYIP or Program).

The County, The Trust, and CareerSource shall fund the Program and M-DCPS and the Foundation shall operate the Program and provide in-kind services and support. Specifically, the Foundation shall manage the distribution of participant stipends through the South Florida Educational Federal Credit Union (SFEFCU) and contract with 42 instructional supervisors, two program assistants, and two program administrators. Instructional Supervisors shall interact with Interns, provide guidance, assist in resolving problems, and ensure interns’ success in the Program. Further, instructional supervisors shall have a minimum of two contacts with each Intern over the five-week Program and serve as liaisons to develop and maintain positive relationships with internship providers, educational professionals, and other organizations to ensure the success of the Program. Additionally, M-DCPS shall provide in-kind support for a Program Administrator for the duration of the Program. This individual will lead efforts in disseminating Program information to schools, businesses, and parents participating in the Program.

During the summer of 2019, 3,896 students applied to participate in the SYIP and 3,045 interns completed the Program, of which 1,263 were funded by the County. Using such data from the 2019 Program, a maximum of 1,485 youth are expected to be funded by the County under this Agreement. Said youth will be recruited through Miami-Dade County Public Schools for enrollment in the SYIP. Reasonable efforts will be made to enroll an equal number of youth, approximately 100, from each county commission district. Interns will work approximately 30 hours per week for a maximum of one-hundred fifty (150) hours for the duration of the Program and receive a stipend of \$1,284.00 over a period of five (5) weeks plus a one-time stipend of \$100.00 for transportation/incidentals. In addition to receiving a stipend, interns earn a high school course credit and may be given the opportunity to earn college credits. Additionally, the Program shall maintain an Intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.

The Partners recognize that the coronavirus disease 2019 (COVID-19) pandemic may affect the SYIP’s operation during the summer of 2020. However, in light of the significant positive impact the Program has on student participants and the community, the Partners are planning for its continued operation.- As such, they have developed several contingency plans, as described below, that could be easily adapted and implemented to ensure the Program proceeds while the community is facing the health and economic challenges caused by COVID-19. For instance:

- Internships may be completed using web-based platforms in a project-based work environment. If this scenario is pursued, the start and end dates of program will remain.
- The Program could be converted from a 5-week/30-hour per week program to a 4-week, 40-hour per week program with possible start and end dates of July 6, 2020 through July 31, 2020 or July 14 through August 7, 2020.



Said contingency plans are not exhaustive nor final and may change as the realities of the pandemic evolve.

### **Target Population, Recruitment, and Data Requirements**

Youth between the ages of 15 and 18 who are currently enrolled in Miami-Dade County Public Schools and reside in Miami-Dade County shall be recruited for participation in the Programs. The Program shall be open to the general student population. Students in magnet programs, academies or other educational or vocational programs shall not be given preferential treatment for enrollment in or notice of the Program. 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. For purposes of this Agreement a youth is considered truant if the youth has accrued in excess of twenty unexcused absences during the school year. 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, and Exceptional Education Students (ESE) students on extended diploma option. Additionally, 10 percent of the interns will be youth with disabilities as defined in the Exceptional Student Education Policies and Procedures.

As further provided herein, M-DCPS agrees to employ uniform recruitment efforts and employment opportunities. To that end, M-DCPS shall employ identical recruitment efforts and utilize the same type of advertisement at every M-DCPS school that serves eligible youth. M-DCPS shall include information pertaining to student enrollment in the first interim report and final report. Specifically, the reports shall include: (1) a description of the outreach efforts made at each school; (2) the number of students from each school that applied to the Program; (3) the number of students selected from each school; (4) the number of students participating in the program who are in a magnet program, academy or other educational or vocational program and the identity of same; and (5) the number of students participating in the program who receive free or reduced priced meals. Demographics, enrollment criteria and other relevant data as reflected and required herein will be collected and reported as defined and provided in Attachment G.

### **Outreach and Public Awareness Campaign**

The Foundation is the administrative entity for the SYIP. Further, by the acceptance of funds under this Agreement, the Foundation agrees that events funded pursuant to this Agreement shall recognize the County, The Trust, and the South Florida Workforce Investment Board 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 and the South Florida Workforce Investment Board, 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 and the South Florida Workforce Investment Board's 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 and the South Florida Workforce Investment Board 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. M-DCPS shall promote SYIP Program within all high schools by:

1. Using Instagram or Twitter accounts, as may be applicable, to notify students about the Program and provide recruitment and enrollment information.
2. Using print and broadcast media public relations opportunities to recruit and enroll participants to the Program; and
3. Making virtual community presentations (Beacon Council, etc.) to encourage participation by local businesses.
4. Using e-mail, social media platforms and other on-line platforms for outreach efforts.

### **Interns' Applications and Screenings**

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. All youth must reside in Miami-Dade County and must be eligible to work in the United States. Interns are expected to commit for the duration of the entire Program and complete all required academic course work.

### **Insurance**

All interns are required to have voluntary student accident insurance prior to the start of the internship. M-DCPS shall verify whether an intern has the appropriate insurance. If an intern does not have insurance, M-DCPS may utilize funding provided in the budget to pay for an intern's insurance. This insurance covers school-based activities including summer programs. M-DCPS shall disseminate this information to parents and potential interns during the Parent Information Sessions.

### **Stipends**

Each Intern:

1. is eligible to receive up to \$1,284.00 for participation in the Program for its duration;
2. is required to report to the internship assignment up to 40 hours per week; and
3. must meet specific educational requirements during the summer.

In addition to the \$1,284.00 stipend, each Intern is also eligible to receive a \$100 for transportation/incidentals, which may be paid in a separate stipend within the first week of the Program. Such stipend may cover transportation and other expenses that may create barriers to participation (i.e. meals, workplace attire, personal grooming).

Interns are eligible to receive up to a total of three stipends:

1. the incidental stipend of \$100.00; and
2. two subsequent payments of \$642 each. These funds are distributed via direct deposit through collaboration between the SFEFCU and the Foundation. The SFEFCU account must be opened no later than June 26, 2020 or the incidental stipend could be delayed. M-DCPS will compile and maintain a list for each funding source that will display all 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.

~~3.~~ Depending on duration and scheduling of program, the aforementioned payment may be combined and replaced with a single stipend payment of \$1,384.00 or two stipends totaling \$1384.00.

## Parent Information Sessions

The Foundation shall offer four parent information sessions, inclusive of on-line sessions, for the parents/guardians of potential interns. These sessions provide an overview of the SYIP, outlines Program requirements and expectations of the interns upon selection, which includes intern stipend amount, SFEFCU bank account information, pre-internship course, Program schedule and assignments, accessing Miami.getmyinterns.org, and accessing and using the M-DCPS Student Portal. During these sessions, internship providers may also be present to conduct internship placement interviews

## Internship Providers' Screenings and Information Session

Internship providers are required to register and enroll through <https://miami.getmyinterns.org/>. This online resource allows M-DCPS personnel to screen potential internship providers. After the screening process and selection to participate in the Program, an information session will be held to brief internship providers on the Program including expectations, anticipated outcomes, student stipends, timeline, course assignments, accessing Miami.getmyinterns.org, satisfaction survey and intern performance evaluations. Once approved, using information provided by the youth and M-DCPS personnel, internship providers will be able to screen, interview and select Program participants for internship opportunities.

## Estimated Program Timeline

Month	Activity
March 2020	SYIP launch <a href="https://miami.getmyinterns.org/">https://miami.getmyinterns.org/</a> for internship providers on March 1 and open for students to sign up on March 31.
March 2020	Internship providers and program staff (instructional supervisors, program administrators and program assistants) are recruited.
May 2020	Parent information sessions to be conducted.
May 29, 2020	Last day students' applications to the Program are accepted.
May 2020	Potential interns attended information sessions.
June 2020	Internship provider information/training sessions to be conducted.
May/June/July 2020	Intern interviews and placements, instructional supervisor assignments and insurance enrollment verification.
July 1, 2020	Summer Youth Internship Program Begins
July 19, 2020	Interim Report I Due
August 5, 2020	End of Internship Experience. Program wrap-up, surveys and assignments.
August 15, 2020	Interim Report II Due

September 30,  
2020

Final Program Report, Presentation of Survey, and SYIP Program Outcomes  
Due

**ATTACHMENT B - BUDGET**

- ORIGINAL BUDGET
- BUDGET MODIFICATION #1
- BUDGET MODIFICATION #2

Agency Approval: \_\_\_\_\_ Signature / Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

**Budget Period**  
 3/1/2020 to 2/28/2021

**Organization Name**  
 Foundation for New Education Initiatives

County Approval: \_\_\_\_\_  
 Fiscal (cost basis only) - Accountant \_\_\_\_\_ Supervisor \_\_\_\_\_

Object Class Categories	Total Cost to Agency by Revenue Source											Total Cost to Agency For the Budget Period	% Charged to County	% Charged to Other Funding Sources	Total % All Funding	Justification	
	County										Other Funding Source(s)						
	Children's Trust		Miami-Dade County		Matching Funds (MDCPS & Private Employers)												
Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%						
<b>DIRECT COSTS:</b>																	
Program Administrator		0.0%		0.0%	14,915	100.0%		0.0%		0.0%		0.0%	14,915	100.0%	0.0%	100%	Justification/Calculations: \$47,804 x 2080 x 15%, Match: \$14,915; Source: M-DCPS - position works for the program from April 1 through August 31. Annual Salary: \$99,433
Fringe Benefits		0.0%		0.0%	1,141	100.0%		0.0%		0.0%		0.0%	1,141	100.0%	0.0%	100%	FICA/MICA (7.65%) Source of Match: M-DCPS
Travel	78,500	52.9%	70,000	47.1%		0.0%		0.0%		0.0%		0.0%	148,500	100.0%	0.0%	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. 1485/participants = \$148,500. Note: Reduced to account for interns funded by private sector internship providers that do not provide the travel stipend.
Supplies-Program & Office	4,870	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	4,870	100.0%	0.0%	100%	Less than 2% of total budget
OdysseyWare	6,506	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	6,506	100.0%	0.0%	100%	Online software used to administer the customized required pre-internship online course. \$10/each 1546 interns= \$15,460.
Instructional Supervisors	198,450	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	198,450	100.0%	0.0%	100%	Justification/Calculations: \$35/hr. x 30 hrs./week x 7 weeks x 27 positions for approximately 30 hours per week not to exceed 210 hours for the duration of the program. Note: 27 positions represent a 1:50 instructional supervisor/intern ratio for The total number of internships funded by TCT and the County is 1,485.
SPED Instructional Supervisors	78,750	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	78,750	100.0%	0.0%	100%	Justification/Calculations: \$25/hr. x 30 hrs./week x 7 weeks x 15 positions for approximately 30 hours per week not to exceed 210 hours for the duration of the program. Note: 15 positions represent 1:10 SPED instructional supervisor/intern for The total number of internships funded by TCT and the County is 1,485.
Program Administrator	20,000	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	20,000	100.0%	0.0%	100%	\$2,500 x 4 pay periods x 2 employees = \$20,000
Program Assistant	12,000	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	12,000	100.0%	0.0%	100%	Justification/Calculations: \$15/hr. x40 hrs. week x 10 weeks x up to 3 employees = \$12,000. Note: Budget allocation for program assistant would remain the same however, with two program assistants, as it is difficult to find individuals to work for 16 weeks Work schedule may be staggered between the two assistants budgeted to allow for 16 week coverage, if necessary.
Stipends	1,018,212	53.4%	888,528	46.6%		0.0%		0.0%		0.0%		0.0%	1,906,740	100.0%	0.0%	100%	\$1,284.00/stipend (\$8.56/hour x 30 hrs./wk. x 5 wks. ) x up to 1485 interns = \$1,906,740. Approx. 30/hrs.' per week, not to exceed 150 for the duration of the SYIP . TCT: \$ 1,018,212 (approx. 793 interns) and M-D County: \$888,528 (692 interns).
Life & Health Insurance	3,856	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	3,856	100.0%	0.0%	100%	Intern Insurance: \$16/intern x 241 interns=\$3,856
<b>SUBTOTAL</b>	<b>1,421,144</b>		<b>958,528</b>		<b>16,056</b>		-		-		-		<b>2,395,728</b>				
<b>INDIRECT COSTS:</b>																	
Administrative/Indirect	78,856	65.5%	41,472	34.5%		0.0%		0.0%		0.0%		0.0%	120,328	100.0%	0.0%	100%	Justification/Calculations: Allocating approximately 5% of total budget.
<b>SUBTOTAL</b>	<b>78,856</b>		<b>41,472</b>		-		-		-		-		<b>120,328</b>				
<b>TOTAL AWARD:</b>	<b>1,500,000</b>		<b>1,000,000</b>		<b>16,056</b>		-		-		-		<b>2,516,056</b>				<b>Unit Rate/Intern Position = \$1,683.50</b>
IDC %	5.26%		4.15%		0.00%		#DIV/0!		#DIV/0!		#DIV/0!		4.78%				

ATTACHMENT C

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 by means of physical presence or online notarization, 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:

Note: In lieu of notarizing:
1. The language of attestation in Florida Statute 92.525=
"Under penalties of perjury, I declare that I have read the foregoing [document] and that the facts stated in it are true."

ATTACHMENT D



**CHILD CARE  
ATTESTATION OF GOOD MORAL CHARACTER**

State of Florida  
County of \_\_\_\_\_

I, \_\_\_\_\_ who, 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 quick 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 communication
- Section 843.12 aiding in an escape

Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 874.05	encouraging or recruiting another to join a criminal gang
Chapter 893	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 acknowledge the existence of any applicable 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 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 : \_\_\_\_\_ Date: \_\_\_\_\_

**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: \_\_\_\_\_ Date: \_\_\_\_\_

In Witness Whereof, Employee has attested to Good Moral Character on this date \_\_\_\_\_ . SIGNATURE of Owner/Director: \_\_\_\_\_



**ATTACHMENT E**



**BACKGROUND SCREENING  
& PERSONNEL FILE REQUIREMENTS**

Place in employee file and attach all background screening documentation.

Authority: s. 402.301-319, F.S., and s. 435, F.S.

Name of Employee: \_\_\_\_\_

Name of Facility \_\_\_\_\_

\*Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Employment Date: \_\_\_\_\_

\*Pursuant to Chapter 435.05, F.S., the Department's license/registration application requires personnel to give their Social Security number for the purposes of background screening. Social security numbers are used by the Department for identity verification only.

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

\*Other personnel include kitchen staff, office workers, maintenance, janitors, drivers, and etc.

**SCREENING DOCUMENTATION**

All child care personnel are required by law to be screened pursuant to Chapter 435, F.S., as a condition of employment and continued employment. Screening must be completed prior to employment, following a 90 day break in service, and every five years.

**Initial Screen**

	Date LiveScanned	Date Eligible	Retention Date
FBI/FDLE/Florida Sex Offender/National Sex Offender/Out of state criminal records (if applicable)			
Florida Child Abuse Registry Check (if screening was processed between July 1, 2016 and December 15, 2016)	Date Email Notification Received		
Attestation of Good Moral Character (due on or before employment, following a 90 day break, or when changing employers)	Date Signed		
Out of State Criminal History Check (if applicable)	Date Request Submitted	Date Results Received	
Out of State Abuse and Neglect Registry Check (if applicable)	Date Request Submitted	Date Results Received	
	Date Request Submitted	Date Results Received	

Out of State Sex Offender Registry Check (if applicable)		
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**5 Year Re-screen**

FBI/FDLE/Florida Sex Offender/National Sex Offender/Out of state criminal records (if applicable)	Date of Resubmission	Date Eligible	Retention Date

**5 Year Re-screen**

FBI/FDLE/Florida Sex Offender/National Sex Offender/Out of state criminal records (if applicable)	Date of Resubmission	Date Eligible	Retention Date

**OTHER REQUIREMENTS**

Date 5 Year Employment Reference Checks Completed: \_\_\_\_\_

Names of References (attach additional documentation if necessary):

<p><b>Name of Previous Employer</b> _____</p> <p>Job Title _____ Dates of Employment _____</p> <p>Job Performance: _____</p> <p>Person Contacted: _____ Date: _____</p> <p>Dates of Unsuccessful Attempts to Verify #1 _____ #2 _____ #3 _____</p> <p>Unable to verify employment – reason: _____</p> <p>Person Completing Checks (signature): _____ Date: _____</p>
<p><b>Name of Previous Employer</b> _____</p> <p>Job Title _____ Dates of Employment _____</p> <p>Job Performance: _____</p> <p>Person Contacted: _____ Date: _____</p>

Dates of Unsuccessful Attempts to Verify #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

Unable to verify employment – reason:

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Person Completing Checks (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Leave of Absence Documentation from Employer (if applicable)

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**CONTRACT NO. 2016-7601  
BETWEEN THE CHILDREN'S TRUST  
AND Miami Dade County  
FOR Youth Enrichment, Employment and Supports**

**Agency's address:** 701 NW 1st Court, 10th Floor  
Miami, FL 33136

**Agency's federal identification number:** 59-6000573

**Vendor's identification number:** MIAMI760

**Effective term:** 3/21/2020 through 2/28/2021

**Contract amount shall not exceed:** \$1,500,000.00

**Required match amount (if applicable):** \$0.00

**Approved by resolution number:** ,2020-26

**Agency's authorized official for notices**

**Agency's custodian of public records** (applicable if  
Agency is subject to Chapter 119, Florida Statutes): Executive Assistant

**THIS CONTRACT** is between **The Children's Trust**, whose address is 3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> 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 (hereafter collectively 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 upon The Children's Trust's board ("board") approval and in accordance with applicable solicitation documents for services provided. Such renewal may not exceed five (5) terms. In determining whether to renew Provider's contract, The Children's Trust will consider factors that include, but are not limited to the following:

1. Continued demonstrated and documented need for the services.
2. Provider's satisfactory program performance, fiscal performance, and compliance with the terms of the Contract, as determined by The Children's Trust in its sole discretion.
3. Availability of funds.

**B. SCOPE OF SERVICES**

**All Providers**

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, as appropriate, will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding for direct community services 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. Direct community services refer to services or programs such as after-school, summer and parenting services offered to children and families in Miami-Dade County.

**School-based Health Providers only**

In addition to the three requirements above, the school-based health providers must abide by the following:

4. Services under this Contract shall be available to all students, upon referral, at the designated school sites regardless of financial status or social/economic background. Provider is responsible for the clinical supervision of all direct staff.
5. Provider is solely responsible for securing compliance with any applicable state and federally mandated requirements for consents for health services, including medical treatment, and compliance with notification of privacy practices. Provider shall secure parental consent for health services. All consents for treatment shall specifically state that all treatment is being rendered by Provider and not by The Children's Trust.

6. Provider shall comply with applicable state and federal laws and Miami-Dade County Public Schools' (M-DCPS) policies and regulations relating to the confidentiality of student records and information. Provider assures it shall provide the parents, or the student who is beyond the age of eighteen (18), the right of access to medical records, as specified in section 228.093, Florida Statutes, and Rule 6A-1.0955, F.A.C.
7. Upon request from the Florida Department of Health, Provider shall provide evidence of appropriate credentials and/or licenses of all direct staff assigned to the schools.
8. Where applicable, Provider shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as, all regulations promulgated thereunder (45 CFR Parts 160,162, and 164).
9. Provider may apply for Medicaid reimbursement, third party billing or any type of reimbursement available to patients. Provider is solely responsible for compliance with, and adherence to, all state and federal laws and regulations for health care related services, including, but not limited to, privacy and confidentiality.

### 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 the amount payable under this Contract may be reduced at the sole option of The Children's Trust with a proportional reduction in services. Provider agrees to adhere to **Attachment B: Other Fiscal Requirements, Budget and Method of Payment**, 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 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, in its sole discretion, 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, in its sole discretion, 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.

For contracts involving direct community services, Provider and subcontractor must be qualified to conduct business in the state of Florida at the time that a subcontractor agreement is executed.

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. Subcontractors are only entitled to reimbursement for services rendered upon receipt of executed subcontracts. 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.

All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. The Children's Trust shall not pay 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 awarded by The Children's Trust, under this Contract or otherwise for legal fees, or any legal or other such actions, including, but not limited to, active investigations that Provider is a party or witness. 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 set forth in section 768.28, Florida Statutes, both parties agree to be fully responsible for their own acts of negligence, or their agents' negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity to any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, as defined in section 768.28, Florida Statutes.

#### **2. All Other Providers**

Provider shall indemnify, defend, 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 negligence, willful or wanton acts or omissions.

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. 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**

Where funding from this Contract is used to produce original or non-minor alterations and/or enhancements to 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 worldwide, perpetual, royalty-free and non-exclusive license, for The Children's Trust to 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. Such license shall not extend to scientific publications. In the event of a dispute, both parties agree to participate in mediation to resolve the matter.

#### **G. INTELLECTUAL PROPERTY LICENSING FEES AND COSTS**

If Provider incorporates Intellectual Property, third party software, to provide Services required under this Contract, Provider is solely responsible for payment of required licensing fees and costs. Such licensing should be in the exclusive name of Provider.

#### **H. PUBLIC RECORDS**

For purposes of this section, the term "public records" shall mean all documents, papers, letters, electronic communications, 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.

Pursuant to section 119.0701, Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the 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 and/or confidential 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 and/or confidential 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](mailto:MURIEL.JEANTY@THECHILDRENSTRUST.ORG), 3150 SW 3RD AVENUE, 8TH FLOOR, MIAMI, FLORIDA, 33129.**

In the event Provider does not comply with the public records requirements set forth in Chapter 119, Florida Statutes, and **Section H** of this Contract, The Children's Trust may 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 as specified in other Sections of this Contract, and also if Provider, through action or omission, causes any of the following:

- a. Fails to comply with Background Screening, as required under this Contract or applicable law.
- b. Fails to provide the Services outlined in the Scope of Services, Attachment A, within the effective term of this Contract and to the satisfaction of the Children's Trust.
- c. Fails to correct an imminent safety concern or take acceptable corrective action, as determined by The Children's Trust.
- d. Improperly uses The Children's Trust's funds allocated under this Contract as defined in Attachment B: Other Fiscal Requirements, Budget and Method of Payment and/or Attachment A: Scope of Services.
- e. Fails to furnish or maintain the certificates of insurance required by this Contract or as determined by The Children's Trust.



- f. Fails to 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 or any other format prescribed by The Children's Trust.
- h. Fails to 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.
- s. Fails to comply with **Section T: Regulatory Compliance, #9: Mandatory Disclosure**.

The Children's Trust's decision not to enforce a breach of any of the provisions of this Contract does not entail waiver of such breach unless expressly provided in writing by The Children's Trust. Additionally, waiver 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)**, 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 said date. On the effective date of suspension, Provider may, at risk of nonpayment from The Children's Trust, 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 at the sole discretion of The Children's Trust, verified requests for payment for Services that were performed and/or for deliverables that were substantially completed prior to the effective date of such suspension shall be rendered. 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 in **Sections F: Intellectual Property and Rights to Developed Materials** and **G: Intellectual Property Licensing Fees and Costs**; (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.

#### **J. TERMINATION OF THE CONTRACT**

The Parties agree that this Contract may be terminated by either party with written notice to the other party of intent to terminate at least thirty (30) calendar days prior to the effective date of such termination. 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. The provisions of **Section G: Intellectual Property Licensing Fees and Costs** and **Section O: Records, Reports, Audits and Monitoring** shall survive the expiration or termination of this Contract.

#### **K. INSURANCE REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**

##### **All Providers, Except State Agencies or Subdivisions**

Upon execution of this Contract, or on the date commencing the effective term of this Contract, whichever is earlier, Provider's insurance agent(s) shall submit the following, as may be applicable, to [insurance@thechildrenstrust.org](mailto:insurance@thechildrenstrust.org):

- 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.

Provider's failure to comply with this section 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, non-incorporated 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. Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. 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, which shall include a rider or separate policy for sexual molestation liability, in an amount not less than \$500,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate in a policy year. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:

- a. Bodily injury
- b. Property damage
- c. No exclusions for abuse, molestation or corporal punishment
- d. No endorsement for premises, only operations

3. Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for 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 respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

4. Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for 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 non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

5. If applicable, special events coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability, and The Children's Trust must be designated and shown as "Additional Insured as 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. 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. If applicable, cyber security insurance with coverage amounts determined by The Children's Trust, but not less than \$1,000,000.00 for the effective term of the Contract and any renewals.

8. 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.

9. All required coverages may be afforded via commercial insurance, self-insurance, a captive or some combination thereof.

#### **Certificate Holder**

Certificate holder must read:  
**The Children's Trust**  
**3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor**  
**Miami, FL 33129**

#### **Classification and Rating**

If the coverage will be provided via commercial insurance, all required 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.

#### **Insurance Requirements for State of Florida Agencies or Political Subdivisions**

As an agency or political subdivision of the State of Florida, Provider agrees it is subject to the express provisions and limitations of section 768.28, Florida Statutes.

#### **L. PROOF OF TAX STATUS**

Provider is required to keep and have the following documentation readily available 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 the timeframe established by IRS Publication 15, 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 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. Notices to Provider shall be marked to the authorized official identified on page 1 of this contract. Each party is responsible for advising the other party, in writing, of any changes to responsible personnel for accepting notices under this Contract, electronic address, 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**

##### **1. Accounting Records**

Provider shall keep accounting records that conform to generally accepted accounting principles (GAAP). In addition to any requirements for retaining records pursuant to Section H, Public Records, 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**

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 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” 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.

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**

Within one hundred eighty (180) calendar days of the close of its fiscal year, Provider is required to provide 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. Audits Submission Method**

The Provider’s CPA firm must transmit Provider’s annual financial statement audit and the required Program-Specific Audit related to the Contract to The Children’s Trust, within the timeframe specified above in Section O, subsections 2 and 3, via electronic mail or through another online system identified by The Trust, unless otherwise previously agreed upon, in writing, by the Trust and Provider.

### **5. Audit Extensions**

Audit extensions may be granted by The Children’s Trust upon receipt, in writing, of such request with appropriate justification by Provider and for a period of time not to exceed sixty (60) 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 deemed by The Children’s Trust.

### **6. Engagement Letters**

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](mailto: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.

### **7. List of Approved Certified Public Accounting Firms**

To receive reimbursement for the preparation of the Program-Specific Audit, as defined, Provider must choose from a list of approved CPA firms, which are posted on The Children’s Trust’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: Other Fiscal Requirements, Budget and Method of Payment**.

### **8. Access to Records**

Provider shall permit access to all records, including subcontractor records, as per the Supporting Documentation Requirements in **Attachment B: Other Fiscal Requirements, Budget and Method of Payment**, 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.

#### **9. Program Metrics (NOT APPLICABLE TO THIS CONTRACT)**

Provider agrees to permit The Children's Trust personnel or The Children's Trust contracted agents/consultants 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. Administrative or Fiscal 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 as described in **Section I: Breach of Contract and Remedies**.

To the extent permitted by law, school-based health Providers shall permit public health authorities and health oversight agency (ies), that are charged with supervising health services program in schools, to conduct oversight and regulatory activities authorized by law.

#### **10. Client Records**

##### **School-based Health Providers only**

School Health Programs are comprehensive services and shall be provided to in accordance with section 381.0056, Florida Statutes. Provider agrees and shall require all sub-contractors to comply with all applicable state and federal privacy and confidentiality laws, as relevant to the services provided under this contract.

The Florida Department of Health is statutorily authorized to review school health records of all students enrolled in the public-school system, regardless of the form in which these records are kept, at all reasonable times for as long as records are retained and in accordance with applicable law.

##### **All other Providers**

Provider shall make available to The Children's Trust expects all required information, as provided in **Attachment A: Scope of Services and Attachment C: Data Requirements and Program Metrics**, 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.

##### **All Providers**

##### **Safeguards of Electronic Protected Health Information (ePHI)**

The Children's Trust and Provider agree to use appropriate safeguards to prevent use or disclosure of protected health information (PHI), covered under Health Insurance Portability and Accountability Act of 1996 (HIPAA) security regulations, that is produced, saved, transferred or received in an electronic form. The parties shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of their respective operations. Provider maintains that it will use appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI and ePHI that are created, received, maintained, or transmitted.

#### **11. Internal Documentation/Records Retention**

Provider agrees to maintain and, upon request of 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 post-session questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information related to 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 H, Public Records, 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.

#### **12. 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, subject to the limitations set forth in section 768.28, Florida Statutes. 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.

### 13. Data Security Obligation

#### 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 Sensitive Personal Identifiable Information (Sensitive PII) or Personal Identifiable Information (PII).

Sensitive PII is defined as 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, 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.

PII is defined as Sensitive PII 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 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 or debit card number, in combination with any required security code, access code, or password that is 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; or
  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 e-mail address, in combination with a password or security question and answer that would permit access to an online account.

Notwithstanding the foregoing, PII 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.

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 Sensitive PII or PII, and shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Sensitive PII or PII under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of all Authorized Persons concerning the treatment of such Sensitive PII or PII as if they were Provider's own actions and omissions.

Authorized Persons is defined as (i) Provider's employees who have a need to know or otherwise access PII to enable Provider to perform its obligations under this Contract. ; or (ii) Provider's subcontractors approved by The Children's Trust who have a need to know or otherwise access PII to enable Provider to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect PII in accordance with the terms and conditions of this Contract.

2. All data collected on behalf of The Children's Trust 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 Sensitive PII or PII strictly confidential.
- b. Use and disclose Sensitive PII or PII solely and exclusively for the purposes for which the Sensitive PII or PII, or access to it, is provided pursuant to the terms and conditions of this Contract, and shall not divulge, communicate, use, sell, rent, transfer, distribute, or otherwise disclose or make available Sensitive PII or PII 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 Sensitive PII or PII to an Unauthorized Third Party, without express written consent from The Children's Trust, which may be withheld in its sole and absolute discretion. An Unauthorized Third Party is any person other than an Authorized Person. If any person or authority makes a demand on Provider purporting to legally compel it to divulge any Sensitive PII or PII, 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 Sensitive PII or PII; (ii) be responsible to The Children's Trust for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Sensitive PII or PII as if they were Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Sensitive PII or PII to execute a written Contract agreeing to comply with the terms and conditions of this Contract relating to the treatment of Sensitive PII or PII. Provider shall not divulge such Sensitive PII or PII until The Children's Trust has concluded not to challenge the demand, has exhausted its challenge, including appeals, if any.

## B. Sensitive Personal Identifiable Information or Personal Identifiable Information Security

Provider shall protect and secure data in electronic form containing such **Sensitive PII or PII**.

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

1. Encrypting, securing or modifying such Sensitive PII or PII by any method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
2. Limiting access of Sensitive PII or PII to 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 Sensitive PII or PII stored on any mobile media.
7. Encrypting Sensitive PII or PII 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 that contain Sensitive PII or PII within its custody or control when the records are no longer required to be retained pursuant to Sections H and O. Such disposal shall involve shredding, erasing or otherwise modifying Sensitive PII or PII in its control or possession to make it unreadable or undecipherable.
  - b. During the term of each Authorized Person's employment by Provider, Provider shall at all times cause such Authorized Persons 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 Sensitive PII or PII by any of Provider's officers, directors, partners, principals, employees, agents or contractors. Upon The Children's Trust's request, Provider shall promptly identify all Authorized Persons as of the date of such request to The Children's Trust in writing.
  - 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 Sensitive PII or PII; (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 as unauthorized access of data in electronic form containing Sensitive PII or PII or a breach or alleged breach of this Contract relating to such privacy practices. Good faith access of Sensitive PII or PII by an employee or agent of the covered entity shall not constitute a breach of security under this Contract, 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. **In the event of a Security Breach, Provider shall:**

1. Notify The Children's Trust of a Security Breach immediately, but not 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](mailto: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 Sensitive PII or PII 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 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.

### 14. Withholding of Payment

At the sole discretion of The Children's Trust, payment may be withheld if Provider or Subcontractor fail to comply with the terms of this Contract. The Children's Trust will only make 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

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 Miami-Dade County Public Schools (M-DCPS).

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 ensure that all employees, volunteers and/or subcontractors complete Level 2 background screening no later than every five (5) years.

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

### **School-based Health Providers only**

All school staff members or sub-contracted agency personnel assigned to work at a site where they have access to children must satisfy Level 2 background screening requirements and comply with all necessary school procedures prior to commencing services within M-DCPS or doing any work for The Children's Trust related to this contract. Pursuant to section 1012.32, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, have direct contact with students or have access to or control of school funds must meet Level 2 background screening requirements.

All of Provider's employees who work in a school must satisfy Level 2 background screening requirements as provided in section 1012.32, Florida Statutes. All employees who work in a school must inform their employer within 48 hours if convicted of any disqualifying offenses included in M-DCPS's Employee Manual, while he or she is employed or under contract in that capacity.

If Provider employs a person, under this contract or with The Children's Trust's funds, to work in a school who does not satisfy Level 2 background screening requirements, the employee shall be immediately suspended from working in that capacity. A clearance letter or an identification badge issued by M-DCPS will be accepted as proof that the employee satisfactorily completed background screening. A copy of said clearance letter or identification badge must be on file for each employee hired to work within the school setting.

### **All other Providers**

Subject to the provisions, limitations and exceptions of all relevant statutory provisions, including sections 1012.465 and 1012.468, Florida Statutes, 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 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 for the entire time they are present on the site by a member of Provider's staff who has satisfactorily completed a Level 2 background screening.

### **S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES**

Provider understands that The Children's Trust expects Provider to comply with all relevant provisions of the Americans with Disabilities Act and other state, federal or local laws that mandate the accessibility of programs, services and benefits for persons with disabilities. The Children's Trust also requires Provider implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible.

### **T. REGULATORY COMPLIANCE**

#### **1. Nondiscrimination and Civil Rights**

Provider shall not discriminate against an employee, volunteer or client of Provider based on an individual's protected class, 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 have 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.

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 applies to 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. Such person or affiliate may not: (a) submit a bid on a Contract to provide any goods or services; (b) submit a bid for the construction or repair of a public building or public work; (c) submit bids on leases of real property; (d) be awarded or perform work as a Provider supplier, subcontractor or consultant; and (e) transact any business in excess of the threshold amount provided in section 287.017, Florida Statutes, for certain statutorily defined purchases for a period of 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, Florida 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%202\\_11-1\\_conflict\\_of\\_interest\\_and\\_code\\_of\\_ethics\\_ordinance\\_jan16.pdf](http://ethics.miamidade.gov/library/2016-publications-rqo/sec%202_11-1_conflict_of_interest_and_code_of_ethics_ordinance_jan16.pdf)). In addition, Provider agrees to:

- Prohibit members of the Provider's board of directors from directly or indirectly receiving any funds paid by The Children's Trust to the Provider under this Contract.
- Prohibit members of the Provider's board of directors from voting on matters relating to this Contract which may result in the board member directly or indirectly receiving funds paid by the Provider under this Contract.
- Prohibit members of the Provider's board of directors from voting on any matters relating to this Contract if they are related to the person or entity seeking a benefit as 1) an officer, director, partner, of counsel, consultant, employee, fiduciary, beneficiary, or 2) a stockholder, bondholder, debtor, or creditor.
- Prohibit employees of the Provider from directly or indirectly receiving any funds paid by The Children's Trust to the Provider under this Contract, with the exception of the employee's salary and fringe benefits or portion of the employee's salary and fringe benefits included in Attachment B.
- Maintain a written nepotism and conflict of interest policy that applies to hiring, providing services to clients, and procuring supplies or equipment.
- Immediately disclose and justify in writing to The Children's Trust any business transactions between the Provider on one side, and its board member(s) or its staff on the other side, as well as all related-party transactions with shareholders, partners, officers, directors, or employees of any entity that is doing business with the Provider that are funded, partially or entirely, under the Contract with The Children's Trust, or are in any way related to The Children's Trust-funded program.

## 4. **Compliance with Sarbanes-Oxley Act of 2002**

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

- 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 involved with service 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.

#### **9. Mandatory Disclosure**

Provider shall disclose to The Children's Trust all administrative proceedings, active investigations and legal actions (collectively referred to as "Actions") that it is a party to or witness related to any program funded by The Children's Trust. Provider shall notify its assigned Contract Manager within ten (10) days of the Provider becoming aware of such Actions. Failure to comply with this requirement could be deemed a material breach of this Contract, as determined in the sole discretion of The Children's Trust. Additionally, The Children's Trust, in its sole discretion, will determine whether such Actions could have an adverse impact on the Provider's ability to deliver the contractual services and whether to terminate this Contract.

### **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.

Additionally, prior to taking or using still photographs, digital photographs, motion pictures, television transmissions and/or videotaped recordings (collectively referred to as "Recordings") of participants, Provider shall ask participants to sign a voluntary Authorization for Photograph/Video form located on The Children's Trust's website. The form is produced in English, Spanish and Haitian Creole and shall be made available to Provider. 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: Data Requirements and Program Progress Metrics**, are 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 **Attachments A: Scope of Services** and **C: Data Requirements and Program Progress Metrics**.

### **W. MARKETING & PUBLICITY**

Provider or its contracted departments shall distribute a news release to local news media outlets announcing it has been awarded funding by The Children's Trust.

Provider shall prominently place a Children's Trust program sign decal on the main entry door or front window of each of its Trust-funded site locations (unless such placement of signage is specifically prohibited by Provider's lease).

Provider shall display the official Children's Trust logo on the home page of its website (if Provider maintains a website) and link it to The Children's Trust website ([www.thechildrenstrust.org](http://www.thechildrenstrust.org)); or, if Provider maintains another page on its website

that displays the names and logos of its funding partners, Provider shall include the official Children's Trust logo on that page and link it to The Children's Trust website ([www.thechildrenstrust.org](http://www.thechildrenstrust.org)). If the funded program is part of a larger entity, such as a university, the logo may be placed on the web page dedicated to that program on the Provider's website. Provider shall in addition include the following paragraph, along with the logo, on the web page dedicated to the program funded by this Contract, or elsewhere on its website (in English/Spanish or English/Haitian Creole or all three languages, depending upon population served):

English:

**[Provider Program Name]** 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:

El **[Provider Program Name]** está financiado por The Children's Trust. The Children's Trust es una fuente de financiación, creada por los votantes en referéndum para mejorar la vida de los niños y las familias en Miami-Dade.

Kreyol:

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 "**[Provider Program Name]** is funded in part by The Children's Trust..." OR "El **[Provider Program Name]** está financiado en parte por The Children's Trust..." OR "Se Children's Trust ki finance yon pati nan**[Pwogram Sa-a]**..."

Provider agrees that all program services, activities and events funded by this Contract shall recognize The Children's Trust as a funding source in any and all publicity, public relations and marketing efforts/materials created under its control on behalf of the program.

#### 1. **COMMUNICATION WITH MEDIA/NEWS OUTLETS**

Provider shall request that all media representatives, when inquiring with Provider about the program services, activities and events funded by this Contract, recognize The Children's Trust as a funding source.

#### 2. **VIDEO**

Provider agrees that any video it produces that depicts activities, services and events funded by this Contract shall include a full-screen graphic at its end recognizing The Children's Trust as a funding source.

#### 3. **SOCIAL MEDIA**

If Provider or its contracted departments maintains social media accounts, they shall:

- a. Post an update on its social media accounts (e.g., Facebook, Twitter, Instagram, etc.) announcing it has been awarded a funding contract by The Children's Trust, and tag The Children's Trust's profile on those social media networks. If The Trust does not have a profile on a particular social media network, the post should link back to [www.thechildrenstrust.org](http://www.thechildrenstrust.org).
- b. State it is funded by The Children's Trust on all of its social media networks' "About" sections.
- c. Tag and/or mention The Children's Trust on all posts related to services, activities and events funded by this Contract.
- d. List The Children's Trust's fan page under "Liked by This Page" on its Facebook page (if Provider maintains a Facebook page).
- e. Follow The Children's Trust Twitter account (if Provider maintains a Twitter account).

#### 4. **PRINTED MATERIALS**

- a. Provider or its contracted departments shall ensure that any and all printed materials it creates for program services, activities and events funded by this Contract, including, but not limited to, newsletters, news releases, brochures, fliers, advertisements, signs/banners, letters to program participants and/or their parents/guardians, or any other materials released to the media or general public, shall state that these program services, activities and events are funded by The Children's Trust.
- b. Further, Provider shall also employ the use of the appropriate Children's Trust logo and/or language as stated above when recognizing said funding in any and all printed materials.
- c. Proofs of all printed material referenced herein must be submitted to The Children's Trust communications department ([communicationscompliance@thechildrenstrust.org](mailto:communicationscompliance@thechildrenstrust.org)) for approval prior to production/printing and release/distribution.
- d. Provider agrees to deliver to The Children's Trust, without charge, at least three (3) copies of any and all printed materials it creates for program services, activities and events funded by this Contract.

- e. 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 **Sections F: Intellectual Property and Rights to Developed Materials** and **H: Intellectual Property Licensing Fees and Costs**.

## 5. TERMINATION OF CONTRACT

Upon termination of this Contract by either party or its expiration and nonrenewal, 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 or expiration.

## X. MISCELLANEOUS

### 1. 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.

### 2. NO THIRD PARTIES

There are no intended or unintended third party beneficiaries to this Contract.

## Y. JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to expresses the parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

## Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

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

Attachment A: Scope of Services

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

Attachment C: Data Requirements and Program Metrics

Attachment D: Program-Specific Audit Requirements

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: Additional Insurance Requirements, if applicable

Attachment G: Other Matters, if applicable

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**Miami Dade County**

**The Children's Trust  
MIAMI-DADE COUNTY, FLORIDA**

By:

By:

(signature of Authorized Representative)

(signature)

**James R. Haj**

**President and CEO**

Date:

Date:

**Provider Federal ID# 59-6000573**

**Provider Vendor ID# MIAMI760**

**This Contract is not valid until signed by both Parties.**

Attachment A - Scope of Services  
Youth Enrichment, Employment and Supports

**PROGRAM OVERVIEW**

AGENCY SIGNER

Maurice Kemp

INITIATIVE

Youth Enrichment, Employment and Supports

PROGRAM DESCRIPTION

Miami-Dade County (County), The Children’s Trust (The Trust), The School Board of Miami-Dade County, Florida (M-DCPS), the Foundation for New Education Initiatives, Inc. (Foundation), and the South Florida Workforce Investment Board d/b/a CareerSource South Florida (CareerSource) (collectively referred to as the Partners), are collaborating to provide a countywide Summer Youth Internship Program (SYIP or Program).

The County, The Trust, and CareerSource shall fund the Program and M-DCPS and the Foundation shall operate the Program and provide in-kind services and support. Specifically, the Foundation shall manage the distribution of participant stipends through the South Florida Educational Federal Credit Union (SFEFCU) and contract with up to 42 instructional supervisors, two program assistants, and two program administrators. Instructional Supervisors shall interact with Interns, provide guidance, assist in resolving problems, and ensure interns’ success in the Program. Further, instructional supervisors shall have a minimum of two contacts with each Intern over the duration of the Program and serve as liaisons to develop and maintain positive relationships with internship providers, educational professionals, and other organizations to ensure the success of the Program. Additionally, M-DCPS shall provide in-kind support for a Program Administrator for the duration of the Program. This individual will lead efforts in disseminating Program information to schools, businesses, and parents participating in the Program.

During the summer of 2019, 3,896 students applied to participate in the SYIP and 3,045 interns completed the Program, of which 1,263 were funded by the County, using a combination of its own funding and that received from The Trust. Using such data from the 2019 Program, a minimum of 1,485 youth are expected to be funded by the County under this Agreement. Said youth will be recruited through Miami-Dade County Public Schools for enrollment in the SYIP. Reasonable efforts will be made to enroll an equal number of youth, approximately 100, from each county commission district. Interns will work approximately 30 hours per week for a maximum of one-hundred fifty (150) hours for the duration of the Program and receive a stipend of \$1,284.00 over a period of five (5) weeks plus a one-time stipend of \$100.00 for transportation/incidentals. In addition to receiving a stipend, interns earn a high school course credit and may be given the opportunity to earn college credits. Additionally, the Program shall maintain an Intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.

CONTRACT TIMEFRAME

School Year, Summer

PROGRAM NAME

Summer Youth Internship Program

**PROGRAM ACTIVITIES**

Activity	Description	Participants	Sessions	Deliverable(s)
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<p><b>Name:</b> Internship Provider Information Session</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b> N/A</p> <p><b>Type:</b> Deliverable</p> <p><b>Required/Additional:</b> Required</p> <p><b>Timeframe:</b> Summer</p>	<p><b>Activity Description:</b></p> <p>After the screening process and selection for Program participation, internship providers are briefed on SYIP expectations and anticipated outcomes. These include but are not limited to student stipends, program schedule, internship course, program assignments, accessing Miami.getmyinterns.org, satisfaction survey and intern performance evaluations.</p>	<p><b>Number of Families:</b></p> <p>Number of Parents: 0</p> <p><b>Number of Children/Youth:</b></p> <p>0</p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b> 200</p>	<p><b>Number of Sessions Offered:</b> 1</p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p>1</p> <p><b>Deliverable Type:</b></p> <p>Briefing on SYIP expectations and anticipated outcomes</p>
<p><b>Name:</b> High School Course Credit</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b> Deliverable</p> <p><b>Required/Additional:</b> Required</p> <p><b>Timeframe:</b> Summer</p>	<p><b>Activity Description:</b></p> <p>During the five week internship, interns are assigned academic work that is reviewed and approved by Instructional Supervisors. Upon successful completion of all required components high school course credit is issued.</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p>1</p> <p><b>Deliverable Type:</b></p> <p>High school course credit, which shall be included in the final report.</p>

<p><b>Name:</b>Intern Recruitment</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b>N/A</p> <p><b>Type:</b>Group</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>School Year</p>	<p><b>Activity Description:</b></p> <p>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. The Program shall be open to the general student population. Students in magnet programs, academies or other educational or vocational programs shall not be given preferential treatment for enrollment in or notice of the Program. A minimum of 40 percent of the Program slots funded by the County under this Agreement shall be filled by students 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. 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 or Division of Special Education Students (SPED) and students on extended diploma option. Recruitment shall begin in April March 31, 2020 and conclude May 29, 2020.</p> <p>Additionally, ten (10) percent of the interns will be youth with disabilities, as defined in the Exceptional Student Education Policies and Procedures, which is approved by the Florida Department of Education and M-DCPS.</p>	<p><b>Number of Families:</b> 0</p> <p>Number of Parents: 0</p> <p><b>Number of Children/Youth:</b> 6000</p> <p><b>Percentage CWD:</b>10</p> <p><b>Number of Others:</b>0</p>	<p><b>Number of Sessions Offered:</b>1</p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p><b>Deliverable Type:</b></p>
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<p><b>Name:</b> Intern Screening and Application</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b> Deliverable</p> <p><b>Required/Additional:</b> Required</p> <p><b>Timeframe:</b> School Year</p>	<p><b>Activity Description:</b></p> <p>Youth recruited for the SYIP are directed to sign up for the internship selection pool at <a href="https://miami.getmyinterns.org/">https://miami.getmyinterns.org/</a>. 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.</p> <p>In addition to meeting basic eligibility guidelines, internship providers interview potential interns and offer internships to interns. Interns are expected to commit for the duration of the entire Program and complete required academic course work.</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b> 0</p>	<p><b>Number of Deliverables:</b> 3000</p> <p><b>Deliverable Type:</b> Data for the 2020 Program was extrapolated from performance data from the 2019 Program.</p>
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<p><b>Name:</b>Interns Stipend Disbursements</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b>Deliverable</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>Summer</p>	<p><b>Activity Description:</b></p> <p>Each Intern:</p> <p>(1) is required to report to the virtual, on-site internship assignment or combination of both assignment approximately 30 hours per week; and,</p> <p>(2) must meet specific educational requirements during the summer; and,</p> <p>(3) is eligible to receive a stipend in the amount of \$1,284.00 stipend over the five-week period. In addition to the \$1,284, 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). The SFEFCU account must be opened by May 29, 2020 or the incidental stipend may be delayed.</p> <p>M-DCPS shall be responsible for assessing whether said requirements have been satisfied.</p> <p>Interns are eligible to receive a total of three stipends:</p> <p>(1) the incidental stipend of \$100.00; and</p> <p>(2) two subsequent payments of \$642.00 each. These funds are distributed via direct deposit through collaboration with the <a href="#">South Florida Educational Federal Credit Union</a> ("SFEFCU") and <a href="#">the Foundation for New Education Initiatives, Inc.</a></p> <p>The Foundation will compile and maintain a list of all interns; this list shall be used when transmitting stipend payment information to SFEFCU to ensure payments are accurately timely, that there are no duplicate payments and that each intern is not paid more than the maximum allowable amount as specified in the Deliverable Type/Description.</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p>3</p> <p><b>Deliverable Type:</b></p> <p>Stipends are paid in 3 installments ( please see activity description). In total, each intern shall receive up to \$1,384.00.</p>
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<p><b>Name:</b>Insurance Verification</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b>Deliverable</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>Summer</p>	<p><b>Activity Description:</b></p> <p>All Interns are required to have voluntary student accident insurance prior to the start of the internship. During the enrollment process, M-DCPS verifies whether an intern has the student has the appropriate insurance. If interns do not have insurance M-DCPS may utilize funding provided in the budget to pay for interns' insurance. This insurance covers school-based activities including summer programs.</p> <p>During Parent Information sessions, M-DCPS is required to inform to parents and potential interns about the Program</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b> 1</p> <p><b>Deliverable Type:</b> Insurance premiums paid with SYIP funds by Miami-Dade County Public Schools shall be included in the Final Report.</p>
<p><b>Name:</b>Outreach and Public Awareness Campaign</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b>Deliverable</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>School Year</p>	<p><b>Activity Description:</b></p> <p>The Trust shall be recognized as a funding source of the Program to all media representatives inquiring about the activities funded or supported by this Agreement and for all SYIP events. Additionally, where possible, all publicity, public relations, advertisements, and signs concerning the Program shall recognize The Children's Trust for supporting all contracted activities. This includes all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationaries. The use of The Children's Trust's official logo is permissible.</p> <p>Uniform recruitment efforts shall be implemented and equal employment opportunities shall be given to all Program participants. The SYIP shall be promoted within all high schools by providing the following: (1) flyers posted in all high schools and throughout the schools; (2) daily public address school announcements with a sample script provide by M-DCPS; (3) for schools that have Instagram and Twitter accounts, these social media platforms should be used to notify students about the program and provide recruitment and enrollment information; (4) print and broadcast media public relations opportunities; and (5) community presentations (Beacon Council,</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b> 1</p> <p><b>Deliverable Type:</b> Marketing and outreach campaign to inform the community, students and parents about the Summer Youth Internship Program. Multiple publicity and outreach events occur at the community and school level.</p>

	<p>etc.) to encourage participation by local businesses.</p> <p>Information pertaining to student enrollment shall be provided in an interim report and final report. Specifically, these reports shall include: (1) a description of the outreach efforts made at each school; (2) the number of students from each school that applied to the Program; (3) the number of students selected from each school; (4) the number of students participating in the program who are in a magnet program, academy or other educational or vocational program and the identity of same; and (5) the number of students participating in the program who receive free or reduced priced meals. Demographics, enrollment criteria and other relevant data as reflected and required herein will be collected and reported as defined and provided in Attachment G.</p>			
<p><b>Name:</b> Internship Coaching</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b> N/A</p> <p><b>Type:</b> Group</p> <p><b>Required/Additional:</b> Required</p> <p><b>Timeframe:</b> Summer</p>	<p><b>Activity Description:</b></p> <p>At a minimum, Instructional Supervisors must interact with all of the interns participating in the Program, by guiding and assisting interns in resolving problems and providing needed support(s) to assist Interns' in the successful completion of the Program. Additionally, Instructional Supervisors must have a minimum of two (2) contacts with each Intern over the five-week internship, 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.</p> <p>The Program is shall maintain an Intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.</p>	<p><b>Number of Families:</b> 0</p> <p>Number of Parents: 0</p> <p><b>Number of Children/Youth:</b> 1485</p> <p><b>Percentage CWD:</b> 10</p> <p><b>Number of Others:</b> 0</p>	<p><b>Number of Sessions Offered:</b> 2</p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p><b>Deliverable Type:</b></p>

<p><b>Name:</b>Parent Internship Information Sessions</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b>N/A</p> <p><b>Type:</b>Group</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>School Year</p>	<p><b>Activity Description:</b></p> <p>Four parent information sessions shall be offered to the parents/guardians of potential interns. These sessions provide an overview of the SYIP and outline requirements and expectations of the interns upon selection. These requirements include intern stipend, <a href="#">South Florida Educational Federal Credit Union</a> information, program schedule, pre-internship course, program assignments, accessing Miami.getmyinterns.org accessing and using the MDCPS Student Portal During these sessions internship providers may also be present to conduct internship placement interviews.</p>	<p><b>Number of Families:</b> 0</p> <p>Number of Parents: 1000</p> <p><b>Number of Children/Youth:</b> 0</p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b>0</p>	<p><b>Number of Sessions Offered:</b>4</p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b></p> <p><b>Deliverable Type:</b></p>
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<p><b>Name:</b>Coronavirus (COVID 19) Considerations</p> <p><b>Activity Name in SAMIS:</b> Other (Group-Based)</p> <p><b>EBP:</b></p> <p><b>Type:</b>Deliverable</p> <p><b>Required/Additional:</b>Required</p> <p><b>Timeframe:</b>Summer</p>	<p><b>Activity Description:</b></p> <p>The Partners recognize that the coronavirus disease 2019 (COVID-19) pandemic may affect the SYIP’s operation during the summer of 2020. However, in light of the significant positive impact the Program has on student participants and the community, the Partners are planning for its continued operation despite M-DCPS’ exclusive on-line learning programs and countless Miami-Dade County business closures. As such, they have developed several contingency plans, as described below, that could be easily adapted and implemented to ensure the Program proceeds while the community is facing the health and economic challenges caused by COVID-19. The number of interns and the duration of the 2020 Program may be impacted by the corona virus disease 2019 pandemic</p> <p>For instance:</p> <ul style="list-style-type: none"> <li>• Internships may be completed using web-based platforms in a project-based work environment. If this scenario is pursued, the start and end dates of program will remain.</li> <li>• The Program could be converted from a five -week/30-hour per week program to a four-week, 40-hour per week program with possible start and end dates of July 6, 2020 through July 31, 2020 or July 14 through August 7, 2020.</li> </ul> <p>Said contingency plans are not exhaustive nor final and may change as the realities of the pandemic evolve.</p>	<p><b>Number of Families:</b></p> <p>Number of Parents:</p> <p><b>Number of Children/Youth:</b></p> <p><b>Percentage CWD:</b></p> <p><b>Number of Others:</b></p>	<p><b>Number of Sessions Offered:</b></p> <p><b>Required Number of Sessions:</b></p>	<p><b>Number of Deliverables:</b> 1</p> <p><b>Deliverable Type:</b> July 1, 2020 - August 7, 2020*</p> <p>*subject to change</p>
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**TARGET POPULATION**

TARGET POPULATION DESCRIPTION

Youth between the ages of 15 and 18 who are currently enrolled in Miami-Dade County Public Schools and reside in Miami-Dade County shall be recruited for participation in the Programs. The Program shall be open to the general student population. Students in magnet programs, academies or other educational or vocational programs shall not be given preferential treatment for enrollment in or notice of the Program. 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. For purposes of this Agreement a youth is considered truant if the youth has accrued in excess of twenty unexcused absences during the school year. 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, and Exceptional Education Students (ESE) students on extended diploma option. Additionally, 10 percent of the interns will be youth with disabilities as defined in the Exceptional Student Education Policies and Procedures.

**SERVICE SITES**

<b>Site Name and Address</b>	<b>Site Service Dates</b>	<b>Deliverables</b>	<b>Site Participants</b>	<b>Fees</b>
Countywide (no address)	Timeframe: Summer  Activity Type: Deliverable  Number of Classrooms: 0  Service Dates: 7/1/2020 - 8/7/2020	Number of Deliverables: 1485  Type of Deliverable: Internships	<b>Attendance-based participants and days:</b> Number of Children/Youth: Number of Parents: Number of Families: Number of Others: Number of Days:  <b>Group-based participants and days:</b> Number of Children/Youth: Number of Parents: Number of Families: Number of Others: Number of Days:	<b>Attendance-based Activities:</b> Registration Fee: \$ Program Fee: \$ Fee Frequency: Fee Description:  <b>Group Activities:</b> Registration Fee: \$ Program Fee: \$ Fee Frequency: Fee Description:

**PARTICIPANTS**

<b>Timeframe</b>	<b>Deliverables</b>	<b>Group-Based Activity: Participants</b>	<b>Attendance-Based Activity: Participants</b>
School Year	Number of Deliverables: 0	Children/Youth: Parents: Families: 0 Others:	Children/Youth: Parents: Families: 0 Others:
Year-Round	Number of Deliverables: 0	Children/Youth: Parents: Families: Others:	Children/Youth: Parents: Families: Others:
Summer	Number of Deliverables: 1485	Children/Youth: Parents: Families: 0 Others:	Children/Youth: Parents: Families: 0 Others:

**PARTNERS & SERVICE LINKAGE**

<b>Subcontractor or In-Kind</b>	<b>Partner Name</b>	<b>Associated Activity</b>	<b>Description of Role &amp; Expertise</b>

Subcontractor	Foundation for New Education Initiatives, Inc.  Service End Date:	I-Other (Group-Based)High School Course Credit, Internship Provider Information Session, Intern Recruitment, Intern Screening and Application, Insurance Verification, Outreach and Public Awareness Campaign, Internship Coaching, Parent Internship Information Sessions	FNEI shall manage the distribution of participant stipends through the South Florida Educational Federal Credit Union and hire instructional supervisors and program administrators.
In-Kind	Miami-Dade County Public Schools  Service End Date:	I-Other (Group-Based) Internship Provider Information Session, Intern Recruitment, Intern Screening and Application, Insurance Verification, Outreach and Public Awareness Campaign, Internship Coaching, Parent Internship Information Sessions	Miami-Dade County (County), The Children’s Trust (Trust), The School Board of Miami-Dade County, Florida (M-DCPS) and the Foundation for New Education Initiatives, Inc., (Foundation), a direct support organization providing financial support to M-DCPS, are partnering to provide a countywide summer youth internship program. M-DCPS and the Foundation shall operate the program and provide in-kind program support. Roles and responsibilities performed by M-DCPS and the Foundation shall be set forth below.
In-Kind	Miami Dade County  Service End Date:	I-Other (Group-Based) Internship Provider Information Session, Intern Recruitment, Intern Screening and Application, Outreach and Public Awareness Campaign, Parent Internship Information Sessions	The County, The Trust and M-DCPS are partnering to provide a countywide summer youth internship program. M-DCPS and the Foundation shall operate the program and provide in-kind program support.
In-Kind	CAREERSOURCE FLORIDA, INC.  Service End Date:	I-Other (Group-Based) Interns Stipend Disbursements	Through this partnership CareerSource of South Florida contracts with Miami-Dade County Public Schools and provides funding for up to 900 internships.

**ADDITIONAL SCOPE DETAILS**

SERVICES

**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 included in the Interim and Final Report 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)
- J. **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**

<b>Weekly Calls (March-August)</b>	<b>Final Report (August- September)</b>
<p><b>Ongoing: March 7, 2020 through August 15, 2020</b></p> <p><b>Weekly Activity Report Due Dates:</b></p> <p>April 3,10,17,24</p> <p>May 1,8,15,22,29</p> <p>June 5,12,19,26</p> <p>July 3,10,17,24,31</p> <ul style="list-style-type: none"> <li>• Participant demographics</li> <li>• # of assessments administered (Odysseyware)</li> <li>• # Interns applied/placed by school</li> <li>• % free reduced applied/placed</li> <li>• # of internship providers/#approved</li> <li>• # of dual enrollment students</li> <li>• # of student insurance purchased</li> <li>• # of students with Credit Union account</li> <li>• #champions trained by school</li> <li>• # internship providers and name requesting more than 10 interns</li> </ul>	<p><b>Due date: September 30, 2020</b></p> <ul style="list-style-type: none"> <li>• Narrative Report</li> <li>• Executive Summary <ul style="list-style-type: none"> <li>◦ Key Highlights</li> <li>◦ Internship Providers</li> </ul> </li> <li>• Participants Demographics</li> <li>• Measures of quantity</li> <li>• Measures of quality</li> <li>• Outcome results</li> </ul>



OUTCOMES

**PERFORMANCE MEASURES**

**Quantity - “How much will we do?”** The Foundation, M-DCPS or both shall report the following performance quantity measures to the County:

1. Description of the outreach efforts made at each school
2. # of youth who applied to the Program
3. Identity of schools that youth who applied to the Program attend
4. # of youth interviewed by Program internship providers
5. # of youth hired for summer internship
6. # of youth selected from each school and the identity of the schools they attend
7. # of youth participating in the Program who are in a magnet program, academy or other educational or vocational program and the identity of said magnet program, academy or educational or vocational program
8. # of youth who completed the Program
9. # of youth who earned high school credit
10. # of youth who earned college credit
11. # of youth who receive free or reduced priced meals

**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
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

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 2019-2020 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.

DELIVERABLES/IMPLEMENTATION TIMELINE

**Implementation Timeline**

Month	Activity(ies)
March 2020	SYIP launch <a href="https://miami.getmyinterns.org/">https://miami.getmyinterns.org/</a> for internship providers on March 1 and open for students to sign up on March 31.
March 2020	Internship providers and program staff (instructional supervisors, program administrators and program assistants) are recruited.
May 2020	Parent information sessions to be conducted.
May 29, 2020	Last day student applications to the Program are accepted.
May 2020	Potential interns attended information sessions.
June 2020	Internship provider information/training sessions to be conducted.
May/June/July 2020	Intern interviews and placements, instructional supervisor assignments and insurance enrollment verification.
July 1, 2020	Summer Youth Internship Program Begins
August 7, 2020	End of Internship Experience. Program wrap-up, surveys and assignments.
September 30, 2020	Presentation of Survey and SYIP Program Outcomes

RESEARCH DESIGN

N/A

ADDITIONAL DATA REQUIREMENTS

Note Covid-19 contingencies:

The Partners recognize that the coronavirus disease 2019 (COVID-19) pandemic may affect the SYIP’s operation during the summer of 2020. However, in light of the significant positive impact the Program has on student participants and the community, the Partners are planning for its continued operation despite M-DCPS’ exclusive on-line learning programs and countless Miami-Dade County business closures. As such, they have developed several contingency plans, as described below, that could be easily adapted and implemented to ensure the Program proceeds while the community is facing the health and economic challenges caused by COVID-19.

For instance:

- Internships may be completed using web-based platforms in a project-based work environment. If this scenario is pursued, the start and end dates of program will remain.

- The Program could be converted from a 5-week/30-hour per week program to a 4-week, 40-hour per week program with possible start and end dates of July 6, 2020 through July 31, 2020 or July 14 through August 7, 2020.

Said contingency plans are not exhaustive nor final and may change as the realities of the pandemic evolve.

**STAFFING TABLE**

<b>Timeframe(s)</b>	<b>Position Title</b>	<b>Number of Positions</b>	<b>Position Minimum Qualifications</b>	<b>Related Program Responsibilities</b>	<b>Position Status: Classification, In Ratio, Supervision</b>	<b>Related Subcontractor Budget</b>
Summer	Program Administrator  Category: Program Management	2	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: Professional Services In ratio: NO Supervision: YES	Foundation for New Education Initiatives, Inc.
Summer	Program Assistant  Category: Administrative Support/Clerical/Data Entry	2	A high school diploma or General Equivalency Diploma (GED).	Performs office duties of a routine nature that may involve a variety of tasks and work methods.	Classification: Professional Services In ratio: NO Supervision: NO	Foundation for New Education Initiatives, Inc.
Summer	Instructional Supervisor  Category: Program Management	27	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: Professional Services In ratio: YES Supervision: NO	Foundation for New Education Initiatives, Inc.
Summer	SPED Instructional Supervisors  Category: Program Management	15	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: Professional Services In ratio: YES Supervision: NO	Foundation for New Education Initiatives, Inc.

School Year	Program Administrator  Category: Program Management	1	Bachelor Degree or equivalent experience in program management.	Provides direction for the program's day to day operations, supervision, direction and guidance for staff, assures implementation of evidence based curriculum or program protocols with fidelity.	Classification: Full-Time In ratio: NO Supervision: YES	Foundation for New Education Initiatives, Inc.
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**NON-SERVICE OPTIONS**

- TERMS OF RENEWAL
- GOVERNMENT ENTITY
- INSURANCE REQUIREMENTS  
**(NOT APPLICABLE TO THIS CONTRACT)**
- FINANCIAL STATEMENT AUDIT
- PROGRAM-SPECIFIC AUDIT
- AUDIT EXTENSIONS
- ENGAGEMENT LETTERS
- CORE - PROGRAM METRICS  
**(NOT APPLICABLE TO THIS CONTRACT)**
- CLIENT RECORDS
- STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS
- CHILDREN WITH DISABILITIES AND THEIR FAMILIES
- PROGRAMMATIC DATA REPORTING
- LIST OF APPROVED CERTIFIED PUBLIC ACCOUNTING FIRMS
- CONSENT



**ATTACHMENT B**  
**OTHER FISCAL REQUIREMENTS, BUDGET and METHOD OF PAYMENT**

**Budget amendments/revisions**

Budget amendments/revisions require written approval from the designated Contract Manager and The Children's Trust's Chief Financial Officer or their designees. Requests for budget amendments/revisions must be submitted to the Contract Manager using SAMIS, or the appropriate form, as designated by The Children's Trust. All budget amendments/revisions are subject to final approval by The Children's Trust. Budget amendments/revisions cannot be used to increase the total Contract amount or to modify the Scope of Services. No more than two 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 must be submitted sixty (60) days prior to the expiration of the Contract. Once approved, all budget amendments/revisions will be incorporated into the Contract.

**Invoice/ Request for Payment Requirements**

Provider or Seller shall submit an original request for payment, utilizing the format prescribed by The Children's Trust and in accordance with the approved budget or approved budget revision(s). This format may entail the electronic submission of a request for payment in the SAMIS system in accordance with the approved budget or budget amendments/revisions, paper invoice, spreadsheet, or other submission method. The Children's Trust will notify the Provider and/or Seller the method of submittal. Invoices not submitted in the SAMIS system shall be submitted by the Provider and/or Seller to The Children's Trust at: [accountspayable@thechildrenstrust.org](mailto:accountspayable@thechildrenstrust.org) and to the Provider and/or Seller's Trust staff member assigned to this contract. The invoice must include The Children's Trust's issued Purchase Order (PO) number. Submissions to [accountspayable@thechildrenstrust.org](mailto:accountspayable@thechildrenstrust.org) must contain only the invoice and no additional correspondence. Attachments and other documentation included with the invoice submitted to [accountspayable@thechildrenstrust.org](mailto:accountspayable@thechildrenstrust.org) will render the invoice as being not properly submitted. The request for payment is due on or before the fifteenth (15<sup>th</sup>) 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 fifteenth (15<sup>th</sup>) 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 SAMIS system. The Children's Trust agrees to reimburse Provider and/or Seller on a monthly basis, provided that the Contract utilizes a cost reimbursement method of payment. Any expense included on an invoice relating to a reimbursement request that pertains to a check dated greater than two 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, and the invoices are to be submitted using SAMIS, then Form D: Attestation of Payment must be uploaded to The Children's Trust's electronic system Document Repository no later than thirty (30) days after payment to subcontractor. If invoices are submitted using SAMIS, upon the close of this Contract, Provider and/or Seller is required to complete Form E: Close-out Attestation of Payment, which must be uploaded to The Children's Trust's electronic system Document Repository no later than thirty (30) 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 and/or Seller to perform services pertaining to The Children's Trust funded programs identified in this Contract.

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

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

In the event that Provider or Seller, its independent CPA firm or The Children's Trust discovers that an overpayment has been made, Provider or Seller shall repay the overpayment within thirty (30) calendar days of discovery of the event by the Provider or Seller or notification of overpayment by the Provider's or Seller's independent CPA firm or The Children's Trust.

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

A request for payment will be deemed proper as defined by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, 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 and/or Seller for corrections may be cause for delay in the receipt of payment. Late submission may result in delay in the receipt of payment. Upon receipt of Provider's or Seller's properly submitted Request for Payment (i.e., invoice) and/or other required documentation, The Children's Trust shall pay Provider or Seller in accordance with the Florida Prompt Payment Act.

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 (10%) percent of the total Contract amount. This includes operational costs that support the performance of programmatic functions but are not directly incurred as a result of the program (i.e. insurance costs).

#### **Match Requirement** \$0.00

Programs requiring a match, if provided in the respective solicitation, which is defined as cash or in-kind contributions including non-federal 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 must be another funding source other than The Children's Trust.

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 and/or Seller's independent auditors as part of their annual financial statement audit.

#### **Direct Deposit of Payment**

As a requirement of this Contract with The Children's Trust, Provider or Seller agree that prior to, on the date commencing the effective term of this Contract, or when direct deposit functionality is made available, Provider or Seller 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 or Seller's designated bank account held in a United States financial institution.

#### **Cost Reimbursement Method of Payment**

The parties agree that this is a cost reimbursement method of payment Contract. Provider and/or Seller shall be paid in accordance with the approved budget and/or approved budget amendments/revisions as set forth in this attachment, as well as based on the actual costs incurred. Provider or Seller will be paid in accordance with the approved budget, typically after expenses are incurred. Provider and/or Seller also agrees to pay their subcontractors, vendors and employees for the fulfillment of services provided on a timely basis. The Trust expects that Provider and/or Seller maintain sufficient funds in the amount of at least 15% of their operating budget. Adequate working capital is considered a best practice and is necessary when managing a cost reimbursement contract. Provider and/or Seller are expected to possess the funds necessary to cover initial program expenses, and then request reimbursement from The Trust.

#### **Deliverable-Based Method of Payment**

The parties agree that this is a deliverable based Contract, and Provider or Seller will be paid based on acceptance by The Children's Trust of deliverables as outlined in Attachment A and/or the flat project fee or fee per deliverable as stated in Attachment B. Provider or Seller will submit required reports and/or deliverables in accordance with the deliverable schedule set forth in Attachment A or in Attachment B if not included in Attachment A. If Provider or Seller fails to submit approved deliverables in accordance with the Contract, The Children's Trust may amend the Contract to reduce the amount of dollars representing the deliverables not provided. 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 deliverables not provided in accordance with the Contract.

#### **Timely Payment by Provider or Seller**

Provider or Seller also agree to timely pay subcontractors, vendors, and employees for the fulfillment of services provided in this Contract. Every request by Provider or Seller for payment for services provided, work performed, or costs incurred pursuant to this Contract, except for any advanced payments by The Trust, shall be accompanied by a Request for Payment from The Children's Trust. If there are subcontractors to this Contract, the 'Attestation of Payment' form must be included in the Request for Payment. These forms may be downloaded from The Trust's website. For the purpose of payment only, a subcontractor is defined as an independent agency that has entered into agreement with Provider and/or

Seller to perform services pertaining to The Children's Trust funded programs identified in this Contract.

**Advance payment requests**

The Children's Trust offers advance payments up to 15% of the total Contract value. The Children's Trust will only approve advance requests that are equivalent to the total amount of the first two (2) months programmatic expenditures and up to 15% of the total Contract value. Determinations of programmatic expenditures will be supported by the immediate prior year's performance or a detailed listing of estimated expenditures. Advance requests shall be limited to governmental entities and not-for-profit corporations, in accordance with section 216.181(16)(b), Florida Statutes. Advance requests must include the amount requested and a justification for the request. Advance requests must be submitted using the designated form and must be approved in writing by The Children's Trust's Contract Manager and Chief Financial Officer or their designee. Advance payments are made at and within the sole discretion of The Children's Trust.

**Advance repayment**

Upon receipt of an advance, repayment must be credited to proceeding reimbursement requests within sixty (60) calendar days. Provider or Seller shall report the amount of the advance repayment in The Trust electronic system using the "advances/adjustments" button on the reimbursement screen. If a Provider or Seller does not use the specified Trust electronic system, the Provider or Seller 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**

To receive reimbursement for the preparation of the program specific audit, as defined, Provider and/or Seller 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; and (c) completion of an annual CPA training session sponsored by The Children's Trust finance department.

Alternatively, Provider or Seller may also receive reimbursement if Provider or Seller is subject to audit by a federal, state or local Office of Inspector General and such Office of Inspector General conducts an audit and charges Provider or Seller for said audit services.

**Supporting Documentation Requirements**

Provider and/or Seller 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 and/or Seller shall keep accurate and complete records of any fees collected, reimbursement or compensation of any kind received from any client or other third party, for any service covered by this Contract, and shall make all such records available to The Children's Trust upon request. Provider and/or Seller shall maintain a cost allocation methodology that is used to allocate its costs to ensure that The Children's Trust is only paying its fair share of costs for services, overhead and staffing devoted to the program or services 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 20-21 (3/1/20 - 2/28/21)**  
**Contract #: 2016-7601**

CSC Program Allocation: \$1,500,000  
 Budget Status: Pending Contract Approval

**Salary Accounts**

<b>Account #</b>	<b>Title</b>	<b>Original Program Budget</b>	<b>Original CSC Budget</b>	<b>Amended CSC Budget</b>
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
<b>Salary Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Expense Accounts**

<b>Account #</b>	<b>Title</b>	<b>Original Program Budget</b>	<b>Original CSC Budget</b>	<b>Amended CSC Budget</b>
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	2,516,056.00	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
841	Program Specific Audit	0.00	0.00	0.00
751	Professional Services (Evaluation)	0.00	0.00	0.00

**Expense Accounts**

<b>Account #</b>	<b>Title</b>	<b>Original Program Budget</b>	<b>Original CSC Budget</b>	<b>Amended CSC Budget</b>
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
<b>Expense Totals:</b>		<b>2,516,056.00</b>	<b>1,500,000.00</b>	<b>1,500,000.00</b>
<b>Salary and Expense Totals:</b>		<b>2,516,056.00</b>	<b>1,500,000.00</b>	<b>1,500,000.00</b>

**Program Funders  
Summary Funders**

<b>Funder Type</b>	<b>Funder</b>	<b>Total</b>	<b>Comment</b>
Cash	Cash (Summary)	0.00	Miami-Dade County
In-Kind Contributions	In-Kind Contributions (Summary)	1,016,056.00	Miami-Dade County Public Schools Miami-Dade County Public/private sector
Other	Other (Summary)	0.00	Public/private sector employers - intern stipends
<b>Summary Funder Totals:</b>		<b>1,016,056.00</b>	

**Comprehensive Budget/Amendment Report**  
**Miami Dade County - YEN XX16-7601 MDC - Collaborative Summer Youth Employment Program**  
**Fiscal Year 20-21 (3/1/20 - 2/28/21)**  
**Contract #: 2016-7601**  
**Original Budget and Approved/Unapproved Amendments**

**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	2,516,056.00	2,516,056.00

**Original Budget Calculation:**

1500000+1000000+16056

**Original Budget Narratives:**

Total Program Cost: \$2,516,056 (includes indirects cost of \$120,328 -- CSC/ \$78,856 and Match/ \$41,472)

CSC Allocation: \$1,500,000

Amount/sources of Match: \$1,016,056

MDCPS: \$16,056

Miami-Dade County: \$1,000,000

**Budget Amendment Narratives:**

Approved Date: -

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<b>Expense Totals</b>	<b>Orig CSC Budget</b>	<b>Amend CSC Budget</b>	<b>Orig Prog Budget</b>	<b>Amend Prog Budget</b>
	1,500,000.00	1,500,000.00	2,516,056.00	2,516,056.00

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**Foundation for New Education Initiatives, Inc.**

<b>Positions</b>	<b>Annual Salary</b>	<b># of Positions</b>	<b>Program Allocation %</b>	<b>Program Allocation \$</b>	<b>Funding Request %</b>	<b>Funding Request \$</b>	<b>Matching Funds</b>	<b>Justification</b>
Program Administrator	\$99,433.00	1	15	\$14,915.00	0	\$0.00	\$14,915.00	\$47.804/hrs x 2080 hrs annually x 15% Amount of Match: \$14,915 Source of Match: Miami-Dade County Public Schools (position works for the program from April 1 through August 31
<b>Total:</b>	\$99,433.00	1	FTE: 0.15	\$14,915.00	FTE: 0.00	\$0.00	\$14,915.00	
<b>Staff Expenses</b>				<b>Program Allocation \$</b>		<b>Funding Request %</b>	<b>Matching Funds</b>	<b>Justification</b>
FICA/MICA				\$1,141.00		\$0.00	\$1,141.00	\$14,915 x 7.65% = \$1,141 Source of Match: Miami-Dade County Public Schools
Life and Health Insurance				\$3,856.00		\$3,856.00	\$0.00	Intern insurance \$16/each x 241 interns = \$3,856.00 Amount/source of match: n/a
<b>Total:</b>				\$4,997.00		\$3,856.00	\$1,141.00	
<b>Operating Expenses</b>				<b>Program Allocation \$</b>		<b>Funding Request %</b>	<b>Matching Funds</b>	<b>Justification</b>
Indirect Cost				\$120,328.00		\$78,856.00	\$41,472.00	Justification/Calculations: approximately 4.8% of total budget (\$2,500.000) Amount/source of match: \$41,472/ Miami-Dade County
Supplies (office)				\$4,870.00		\$4,870.00	\$0.00	Less than 2% of total budget

Travel (participants)				\$148,500.00		\$78,500.00	\$70,000.00	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. 1485/participants = \$148,500 Amount/Source of Match: \$70,000 Miami-Dade County
Non-Capital Equipment				\$6,506.00		\$6,506.00	\$0.00	Odysseyware - online software used to administer the required pre-internship course. Amount/source of match: n/a
Professional Services (instructors)				\$277,200.00		\$277,200.00	\$0.00	Instructional Supervisors: \$35/hr. x 30 hrs/week x 7 weeks x 27 positions = \$198,450 Note: 27 positions represent a 1:50 instructional supervisor/intern ratio SPED Instructional Supervisors: \$25/hr. x 30 hrs/week x 7 weeks x 15 positions = \$78,750 Note: 15 positions represent 1:10 SPED instructional supervisor/intern All positions work approximately 30 hours per week not to exceed 210 hours for the duration of the program Amount/source of match: n/a



Professional Services (other)				\$1,938,740.00		\$1,050,212.00	\$888,528.00	Program Administrator: \$2500 x 4 pay periods x 2 positions = \$20,000 Program Assistant: \$15/hr. x 40 hrs. week x 10 weeks x 2 employees = \$12,,000 Intern Stipends: \$1,284.00/stipend (\$8.56/hour x 30 hrs./wk. x 5 wks ) x up to 1485 interns = \$1,906,740.00 Approximately 30/hrs per week, not to exceed 150 for the duration of the program Amount/source of match: Miami Dade County: \$888,528
<b>Total:</b>				\$2,496,144.00		\$1,496,144.00	\$1,000,000.00	
<b>Subcontractor Total:</b>				\$2,516,056.00		\$1,500,000.00	\$1,016,056.00	
<b>Grand Total:</b>				\$2,516,056.00		\$1,500,000.00	\$1,016,056.00	

## ATTACHMENT C: Data Requirements and Program Metrics

The Children's Trust requires collecting ongoing measures on the quantity, quality and impact of service efforts. The purpose of data collection, reporting and analysis is to promote continuous improvement in program quality and participant outcome achievement. Contract-specific reporting requirements are identified in Attachment A - Scope of Services.

The Program Metrics tool can be found on the Children's Trust website and it details the components that are regularly reviewed by Trust staff or approved contractors. These components—as well as the way they are rated—are specific to the initiative and can be revised throughout the funding cycle.

Successful programs regularly monitor the quality of their own implementation at the site level, offer staff training and coaching on program components, and incorporate feedback from participants and staff.

### Data requirements:

As applicable, provider is expected to collect and enter demographic, attendance, screening, and assessment data in a timely manner, while incorporating practices that ensure data quality and integrity. Data must be collected using the appropriate tools (e.g., required demographic fields can be found in the **Child and Adult Information Forms** found on The Children's Trust website) and entered in a timely manner into the Trust's approved data system. All data entered must be reviewed and validated by the provider no later than the 15th of month following the month in which services were delivered.

As applicable, provider may also be expected to complete a Program Narrative Report (see initiative specific requirements—including timing—in the **Initiative Specific Reporting Requirements** on The Children's Trust website) that captures a brief account of the program's successes, challenges, and supports needed.

With each submission, the provider attests, based on his/her best knowledge, information and belief, that all data submitted in conjunction with the reports are accurate, truthful and complete. The trust and approved partners shall use and analyze this data for evaluation and strategic planning purposes.

### Program Metrics:

- Compliance Items: Provider shall fulfill all applicable compliance items specified in the safety, administrative and fiscal compliance component in the Program Metrics tool, as well as in the **Required Documentation Checklist** posted on The Children's Trust website.
- Quarterly or Yearly Growth Plan: In partnership with the Contract Manager, the provider will develop and implement Growth Plans up to four times per contract year. A **Growth Planning Guidance Document** with additional information can be found on The Children's Trust website.

### Additional Program Continuous Quality Improvement Requirements:

Provider must ensure appropriate staff and subcontractors attend various Trust-sponsored or facilitated trainings. **Training requirements by initiative** are detailed on The Children's Trust website. At a minimum, staff will be required to attend the following annually:

- Contract management trainings
- The Children's Trust provider meetings
- SAMIS training for budgets, amendments, invoices, SAMIS programmatic and reports trainings
- Content-specific trainings related to program quality and performance measures (e.g., Injury Free, ACT, Project RISE, evidence-based programs, and measurement tools).

## Attachment D 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):

1. Independent Auditor’s Report on the Schedule of Expenditures of The Children’s Trust Contracts
2. Schedule of Expenditures of The Children’s Trust Contracts
3. Notes to Schedule
4. Independent Auditor’s Report on Compliance for each of The Children’s Trust Contracts and Report on Internal Control over Compliance
5. 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
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<p>a) Internal Controls</p>	<p>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 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>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 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><b>Common unallowable costs:</b></p> <ol style="list-style-type: none"> <li>1. Salary rates, payroll methods and hours billed that do not match original or amended budgets.</li> <li>2. Fringe benefits billed to The Children's Trust for employees not included in Contract budget and are unrelated to the program.</li> <li>3. Professional services billed within regular salaries and wages.</li> <li>4. Capital purchases disguised as repairs.</li> <li>5. Sales taxes and tips.</li> <li>6. Fuel.</li> <li>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.</li> <li>8. Monetary gift cards as incentives.</li> </ol> <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>	<ol style="list-style-type: none"> <li>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. AND/OR 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.</li> <li>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.</li> <li>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 <b>overbilled or double billed</b> and should be considered a finding.</li> <li>4) The Children's Trust funds must supplement a program; <b>supplanting of funds is unallowable</b>. A provider may not use Contract funds to defray any costs that the recipient already is obligated to pay. (See example F.)</li> </ol>	<ol style="list-style-type: none"> <li>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 Scope of Service will be reimbursed.</li> <li>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.</li> <li>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.</li> <li>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 (<math>\\$35,000.00 \times 3 = \\$105,000.00</math> or <math>35\% \times 3 = 105\%</math> Children's Trust salary allocation).</li> <li>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 <b>NOT</b> allowable per The Children's Trust budget guidelines and cannot be paid by The Children's Trust.</li> <li>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.</li> </ol>
<p>d) Cash Management</p>	<ol style="list-style-type: none"> <li>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.</li> </ol>	<ol style="list-style-type: none"> <li>A) If payroll is paid on 3/31, it should be disclosed in March's reimbursement.</li> <li>B) If payroll is paid on 4/1, but represents time charged in March, it should be disclosed in April's reimbursement.</li> </ol>

<p>e) Period of Availability</p>	<p>1) Requires provider to charge The Children’s Trust grant with only allowable costs resulting from obligations incurred during the funding period.</p>	<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"> <li>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.</li> <li>ii. Utilities</li> <li>iii. Insurances</li> </ul>
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<p>f) Special Provisions</p>	<p>1) Eligibility requirements related to Contract expectations such as type of participants served, number of participants served and background checks should <b>NOT</b> 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 the fiscal viability of the provider should be tested.</p>	<p>Each of the following special provisions must be tested:</p> <p>A) Insurance requirements (further described in <b>Section K: Insurance Requirements</b> of this Contract)</p> <ul style="list-style-type: none"> <li>i. Auditor should determine if all applicable insurance policies were carried during the fiscal year.</li> </ul> <p>B) Proof of tax status (further described in <b>Section L: Proof of Tax Status</b> of this Contract)</p> <ul style="list-style-type: none"> <li>ii. Auditor should vouch that applicable documents verifying that all incurred payroll and unemployment taxes have been paid.</li> </ul> <p>C) Data security obligation (further described in <b>Section O: 12</b> of this Contract)</p> <ul style="list-style-type: none"> <li>i. Auditor should obtain and/or understand the provider’s data security policy.</li> </ul> <p>D) Subcontractor agreements (if applicable)</p> <ul style="list-style-type: none"> <li>i. Auditor should obtain and understand any agreements made with subcontracted parties. Additionally, the auditor should obtain and understand any provider monitoring procedures.</li> </ul> <p>E) Matching Funds</p> <ul style="list-style-type: none"> <li>i. In some cases, a required match is contracted. This will be indicated in <b>Section C: Total Funding</b> 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.</li> </ul>
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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, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Paragraph R. Background Screening of this Contract, the undersigned affiant makes the following statement under oath 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 E-2
CHILD CARE
AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

County of \_\_\_\_\_

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 communication
Section 843.12	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 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 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

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 s. 39.201 of the Florida Statutes (F.S.).

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

"Child Abuse or Neglect" is defined in s. 39.201, F.S., 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 s. 39.201, F.S. constitutes a violation of the standards in ss. 402.301-319, F.S. 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 s. 39.203(1)(a), F.S.
\* For more information about child abuse and neglect, visit the Department's 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 ss. 402.305(2) and 402.313(1), F.S. The course is offered both online and instructor-based 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: s. 402.301-319, F.S., and s. 435, F.S.

Name of Employee: \_\_\_\_\_

Name of Facility: \_\_\_\_\_

\*Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Employment Date: \_\_\_\_\_

\*Pursuant to Chapter 435.05, F.S., the Department's license/registration application requires personnel to give their Social Security number for the purposes of background screening. Social security numbers are used by the Department for identity verification only.

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, F.S., as a condition of employment and continued employment.

**Initial Screen**

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

**5 Year Re-screen**

	<u>Date Livescanned</u>	<u>Date completed</u>
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 G

## Data Security Definitions

**“Authorized Employees”** means Provider’s employees who have a need to know or otherwise access 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 Personal Information to enable Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect 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, 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 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 or debit card number, in combination with any required security code, access code, or password that is 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; or
  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 e-mail 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 personal information, or a breach or alleged breach of this Agreement relating to such privacy practices. Good faith access of 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.

**Programmatic Data and Reporting Requirements and Expenditure Reporting Requirement**

The School Board of Miami-Dade County, Florida (M-DCPS) and/or the Foundation for New Education Initiatives, Inc., (Foundation), shall submit to Miami-Dade County (County) and The Children’s Trust (The Trust) reports on participant demographic, aggregate attendance, and aggregate participant outcome as outlined below. Reporting includes submission of quantity, quality, outcomes and narrative reports.

**I. PROGRAMMATIC REPORTING DUE DATES**

<b>Weekly Calls (April – May)</b>	<b>Interim Report I (March – May)</b>	<b>Interim Report II (June - July)</b>	<b>*Final Report (August - September)</b>
<p><b>Ongoing: April 26, 2020 through August 2, 2020</b></p> <ul style="list-style-type: none"> <li>• *Participants demographics</li> <li>• #enrolled/completed Odysseyware</li> <li>• # Interns applied/placed</li> <li>• % free reduced applied/placed</li> <li>• # of internship providers</li> </ul>	<p><b>Estimated Due date: July 19, 2020</b></p> <ul style="list-style-type: none"> <li>• Narrative Report</li> <li>• *Participants Demographics (exclude geo-mapping)</li> <li>• *School Outreach and Participation</li> <li>• *Measures of quantity</li> <li>• Enrolled/completed Odysseyware</li> </ul>	<p><b>Estimated Due Date: August 15, 2020</b></p> <ul style="list-style-type: none"> <li>• Narrative Report</li> <li>• *Participants Demographics</li> <li>• *Measures of quantity</li> <li>• *Measures of quality</li> </ul>	<p><b>Due date: September 30, 2020</b></p> <ul style="list-style-type: none"> <li>• Narrative Report</li> <li>• Executive Summary                             <ul style="list-style-type: none"> <li>○ Key Highlights</li> <li>○ Internship Providers</li> </ul> </li> <li>• *Participants Demographics</li> <li>• *Measures of quantity</li> <li>• *Measures of quality</li> <li>• Outcome testing and results</li> <li>• Performance Measures</li> </ul>

\*See Part II, Interim Reporting Requirements

**II. PROGRAMMATIC REPORTING REQUIREMENTS**

**A. PARTICIPANT DEMOGRAPHIC INFORMATION**

Intern demographics reports must include, at a minimum, the following:

1. Zip code of intern residence
2. Commission district of intern residence
3. Gender
4. Age
5. Race (American Indian or Alaskan Native, Asian, Black or African American, Pacific Islander, White, Other, Unknown)
6. Ethnicity (Hispanic, Haitian, Other, Unknown)
7. Current Grade
8. Current School

9. 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)

**B. SCHOOL OUTREACH AND PARTICIPATION**

School outreach and participation reports must include, at a minimum, the following:

1. Identify all schools that students participating in the Program attended during the 2019 - 2020 school year.
2. # of students from each commission district in Miami-Dade County who participated in the Program.
3. # of students from each school who participated in the Program.
4. Outreach efforts made at each school
5. The number of students who applied by school
6. The number of students selected by school
7. The number of students enrolled in a magnet, academy or other educational/vocational program
8. The number of students who qualify for free reduced lunch
9. The number of students completing pre-internship work readiness
10. The number of parent information sessions with attendance
11. The number of employer information sessions
12. The number of credit union accounts opened

**C. Measures of Quantity – “How much will we do?”**

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

1. Description of the outreach efforts made at each school
2. # of youth who applied to the Program
3. name of school each youth applicant attends.
4. # of youth interviewed by Program internship providers
5. # of youth hired for summer internship
6. # of youth selected from each school and the identity of the schools they attend
7. # of youth participating in the Program who are in a magnet program, academy or other educational or vocational program and the identity of said magnet program, academy or educational or vocational program
8. # of youth who completed the Program
9. # of youth who earned high school credit
10. # of youth who earned college credit
11. # of youth who receive free or reduced priced meals

**D. Measures of 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

**E. 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
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

SYIP Interns with disabilities will use the online internship program competency tool with adaptations provided by ESE instructors, as needed.

**F. Final Report – shall include the following:**

1. The number of students who completed the program
2. Completion rate
3. The number of students who applied
4. The number of students doing dual enrollment
5. The number of participating companies
6. The number of community service hours worked
7. Student demographics (race, age, gender)
8. The number of students with disabilities
9. Student count by county commission and school board districts
10. Employer count by county commission and school board districts

**11. Performance Measures**



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

### III. 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, 2020. 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 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**  
**Program-Specific Audit Requirements**

The Program-Specific Audit must encompass an audit of Miami-Dade County’s Agreement with The Children’s Trust in accordance with **Section XVII. Audit Requirements** of this Agreement (“Agreement” or “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 County’s Agreement(s).

The Program-Specific Audit requires the following components:

- a. Independent Auditor’s Report on the Schedule of Expenditures of the County’s Agreement(s)
- b. Schedule of Expenditures of the County’s Agreement(s)
- c. Notes to Schedule
- d. Independent Auditor’s Report on Compliance for each of the County’s Agreement(s) 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 compliance supplement are met. They are:

**Compliance Supplement to the Program-Specific Audit:**

<b>Compliance Requirement</b>	<b>Program-Specific Audit Implication</b>	<b>Example</b>
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	A) Controls tested during the financial statement audit may not consider compliance as it relates to the County’s contract. Overall control risk must consider each compliance requirement tested during the Program-Specific Audit. Separate risk assessment procedures and materiality

Compliance Requirement	Program-Specific Audit Implication	Example
	<p>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.</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 County's contract</p>	<p>should be performed and 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 amendments to the budget.</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, it 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><b>Common unallowable costs:</b></p>	<p>1) Requires that the nature of services and type of costs paid are in agreement with the contractual budget and/or</p>	<p>A) If Provider asks to be reimbursed for six (6) field trips to teach children social skills, only field trips enumerated in</p>

Compliance Requirement	Program-Specific Audit Implication	Example
<p>1. Salary rates, payroll methods and hours billed that do not match original or amended budgets.</p> <p>2. Fringe benefits billed to The County 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 County website.</p>	<p>amendments to the budget, Scope of Services and budget guidelines.</p> <p style="text-align: center;">AND/OR</p> <p>Requires that activities performed or costs paid with County 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 <b>overbilled or double billed</b> and should be considered a finding.</p> <p>4) County funds must supplement a program; <b>supplanting of funds is unallowable</b>. A provider may not use Contract funds to defray any costs that the recipient already is obligated to pay. (See example F.)</p>	<p>either the contractual budget narrative or the contractual 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 County \$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 County 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 County 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*3=\$105,000.00 or 35%*3=105% Children's Trust salary allocation).</p> <p>E) If an invoice is submitted to the County that includes food charges for end-of-year parties and celebrations, those costs are <b>NOT</b> allowable per the County budget guidelines and cannot be paid by the County.</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</p>

Compliance Requirement	Program-Specific Audit Implication	Example
		must purchase those 10 computers in addition to any other computers requested for the County program.
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 County 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: <ul style="list-style-type: none"> <li>i. Payroll from an expired contract 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.</li> <li>ii. Utilities</li> <li>iii. Insurances</li> </ul>
f) Special Provisions	1) Eligibility requirements related to Contract expectations such as type of participants served, number of participants	Each of the following special provisions must be tested: A) Insurance requirements

Compliance Requirement	Program-Specific Audit Implication	Example
	<p>served and background checks should <b>NOT</b> be tested as part of The County Program-Specific Audit. The Program-Specific Audit is meant to test the fiscal viability of the provider. Therefore, certain—Contract provisions that support the fiscal viability of the provider should be tested.</p>	<ul style="list-style-type: none"> <li>i. Auditor should determine if all applicable insurance policies were carried during the fiscal year.</li> </ul> <p>B) Proof of tax status</p> <ul style="list-style-type: none"> <li>ii. Auditor should vouch that applicable documents verifying that all incurred payroll and unemployment taxes have been paid.</li> </ul> <p>C) Data security obligation</p> <ul style="list-style-type: none"> <li>i. Auditor should obtain and/or understand the provider's data security policy.</li> </ul> <p>D) Subcontractor agreement (if applicable)</p> <ul style="list-style-type: none"> <li>i. Auditor should obtain and understand any agreement made with a subcontracted party. Additionally, the auditor should obtain and understand any provider monitoring procedures.</li> </ul>

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 County's Contract.

## **ATTACHMENT H-1**

### **Pre-Qualified Program-Specific Auditing Service Provider Requirements**

To ensure high quality standards, Miami-Dade County has adopted, for the purposes of this Agreement, The Children's Trust's established Pre-Qualified Program-Specific Auditing Service Providers' list. Miami-Dade County will only reimburse the cost of a Program Specific Audit, as delineated in The Children's Trust's budget guidelines. Specifically, the Foundation must engage a licensed Certified Public Accounting Firm that is part of The Children's Trust's pre-qualified list and:

1. Participates in the American Institute of Certified Public Accountants (AICPA) and/or the Florida Institute of Certified Public Accountants (FICPA) peer review program by submitting its triennial system review report with a passing score. The system review report must include a statement that engagements performed under the Government Auditing Standards were selected for review and;
2. Documents adequate experience in governmental accounting and/or non-profit accounting where a Certified Public Accountant applied Government Auditing Standards in previous audit engagements and;
3. Demonstrates completion of an annual training session sponsored by The Children's Trust.

The CPA firms identified below have been approved to provide auditing services for Miami-Dade County for the 2020 Summer Youth Internship Program. The Foundation for New Education Initiatives shall not choose a CPA firm that is not provided herein. As this list may be revised from time to time, prior to engaging any firm to conduct the program specific audit, please confirm with Miami-Dade County Office of Management and Budget, Contracts Officer, that the CPA firm you have selected is still approved to audit this contract.

**Pre-Qualified Program-Specific Auditing Service Providers  
Presented in alphabetical order**

- 1 Anthony Brunson, PA Anthony Brunson 305-733-8165 abrunson@abcpasolutions.com
- 2 Appelrouth, Farah & Co. P.A. Nick De La Vega 305-444-0999 nick@appelrouth.com
- 3 Baylis+company, PA Tracy Kimbrough 863-688-8841 tracy.kimbrough@bayliscpas.com
- 4 BCA Watson Rice, LLP Carshena Allison 305-947-1638 callison@bcawatsonrice.com
- 5 BDO USA, LLP Wilbert Santos 305-420-8016 wsantos@bdo.com
- 6 Berkowitz Pollack Brant Advisors and Accountants Melissa Gracey 305-379-7000 Mgracey@bpbcpa.com
- 7 BKD LLP Justin Kesinger 417-522-0480 jkensinger@bkd.com
- 8 Brunt, Sweeney, Matz, PA Matthew Matz 954-981-7940 matt@bruntmatzcpa.com
- 9 C Borders-Byrd, CPA LLC Cynthia Borders 954-742-7997 cbb@cborderscpa.com
- 11 Caballero Fierman Llerena + Garcia, LLP Andrew Fierman 305-662-7272 afierman@cflgcpa.com
- 13 Carr, Riggs & Ingram, LLC Jeannine Busch 850-878-8777 jbusch@cricpa.com
- 14 Catarineau & Givens, PA Connie Catarineau 305-596-7883 accountants@catarineaucpa.com
- 15 Cesar A. Cifuentes, CPA, PA Cesar Cifuentes 954-288-5444 cifuentescpa@live.com
- 16 Crowe LLP Michelle Blackstock 954-202-2924 michelle.blackstock@crowe.com
- 17 Daszkal Bolton, LLP Henry Martin 561-886-5269 hmartin@dbllp.com
- 18 Dave V. John, LLC Dave John 954-735-8855 dave@davejohncpa.com
- 19 Ernst & Young LLP Chrissy Galvan 305-415-1903 Chrissy.Galvan@ey.com
- 20 EisnerAmper LLP Robert Bedwell 954-475-3199 Robert.bedwell@eisneramper.com
- 21 Gardner & Associates, PA Carole Gardner 305-775-2181 cpgardnercpa@gmail.com
- 22 GLSC & Company, PPLC Pablo Llerena 305-373-0123 llerena@glscpa.com
- 24 Grant, Stewart-Heron, LLC Carole Stewart-Heron 954-486-2100 Carole.Stewart-Heron@gsh-cpa.com
- 25 Grau & Associates David Caplivski 561-994-9299 dcaplivski@graucpa.com
- 26 Gutierrez & Company Angel Gutierrez 305-778-1899 agutierrez@gutierrezandcocpa.com
- 27 Hancock, Askew & Co., LLP Alfredo Reynoso 305-697-5187 Areynoso@hancockaskew.com
- 28 Harvey, Covington & Thomas of South Florida, LLC Roderick Harvey 954-966-4435 rharvey@hct-cpa.com
- 29 HLB Gravier, LLP Reggie Rodriguez 305-446-3022 rrodriguez@hlbgravier.com
- 30 Hudson Robillard & Company Hudson Robillard 786-361-3931 hrobillard@hrcocpa.com
- 31 Infante & Company Roger Infante 954-922-8866 iccpas@aol.com
- 32 Ivy Accounting, Tax & Advisory Jacob Zhang 786-227-6928 jacob@ivy-cpa.com
- 33 Kantor, Palmetto, Zeigler, Chamberlain & Perrella, PL Linda Zeigler 954-486-1995 lzeigler@zzcpa.com
- 34 Keefe, McCullough & Co., LLP William Benson 954-771-0896 bill.benson@kmccpa.com
- 35 Kilgour & Associates, LLC Marlon Kilgour 305-793-1772 marlon@kilgourcpa.com
- 36 Marcum, LLP Beila Sherman 954-320-8032 beila.sherman@marcumllp.com
- 37 Mayer Hoffman McCann P.C. Mike Godlewski 617-761-0552 mgodlewski@cbiztofias.com
- 38 Menendez, CPA, PA Jose Menendez 954-290-9525 jose@menendezcpa.com



39 MMR CPA Marie Rosier 954-448-7721 marie.rosier@mmrtax.com  
40 Moore, Stephens Lovelace, PA Julie Baird 305-819-9555 jbaird@mslcpa.com  
41 Morrison, Brown, Argiz & Farra, LLC David Hollander 305-373-5500  
Dhollander@mbafcpa.com  
42 Nzeribe & Company, PA Richard Nzeribe 305-653-9990 nzeribeco@aol.com  
43 Patterson-Clark CPA, PA Antoinette Patterson 954-604-4797 pattersoncpafirm@aol.com  
44 Pinschasik, Yelen, Muskat, Stein, LLC Darwish Kaiyal 305-858-5800 DKaiyal@psms-  
cpa.com  
45 Robbins and Moroney, PA Michael Robbins 954-467-3100 mike@robbinsandmoroney.com  
46 Rodriguez, Trueba & Co., PA Gerry Donates 305-593-2644 gdonates@rtc-cpa.com  
47 RSM US LLP Jeffrey Gervase 407-581-3568 jeffrey.gervase@rsmus.com  
48 Sanson, Kline, Jacomino, Tandoc & Gamarra, LLP Richie Tandoc 305-269-8633  
richie.tandoc@skjtg-cpa.com  
49 Sotolongo & Associates, P.A. Emil Sotolongo 305-776-5778 sotolongocpa@yahoo.com  
50 S. Davis & Associates, P.A Tanya Davis 305-628-1595 TDavis@sdaviscpa.com  
51 Steven S. Sapp, CPA Steven Sapp 305-310-8043 sapp.steve@gmail.com  
52 Templeton & Company Juan Cocuy 561-798-9988 jcocuy@templetonco.com  
53 The Preston Firm Julian Preston 305-333-0038 jpreston@thepmwgroup.com  
54 The Sharpton Group, PA Kevin Adderley 305-374-1574 KEA@SharptonGroup.com  
55 Thomas & Company, CPA, PA Jose Thomas 954-435-7272 josecpa@jtcpa.com  
56 TriMerge Consulting Group, PA Geraldine Lazarre 305-940-5344 glazarre@trimergecpa.com  
57 Turner & Associates Stephen Enriquez 305-377-0777 senriquez@turnercpas.com  
58 Verdeja, De Armas & Trujillo, LLP Tab Verdeja 305-446-3177 tverdeja@v-dcpa.com  
59 Vigo & Vigo CPA Jorge Vigo 305-266-1812 jorgev@vigocpa.com  
60 Vizcaino, Zomerfeld, LLP Jenny Ballesteros 305-444-8288 jenny.ballesteros@vz-cpa.com  
61 W.A. Anderson Consulting, LLC Winsome Anderson 954-233-9458  
winsome.anderson@cpa.com  
62 Withum, Smith & Brown Ed Hofma 407-849-1569 EHofma@Withum.com  
63 Y.J. Michel & Associates Yanick Michel 305-248-7202 yanickm@yjmichel.com

## ATTACHMENT I



### 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(F.S.).**

\* 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](http://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  
Employee

Print Name of

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 and Miami-Dade County as follows:

I hereby:

consent and authorize    or     do not consent and authorize

the staff of The Children's Trust and 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 and Miami-Dade County, its staff, service providers, employees, agents, affiliates and Board members.