

MEMORANDUM

Agenda Item No. 14(A)(7)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

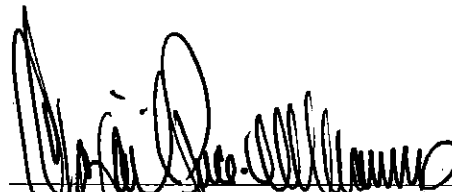
DATE: April 19, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution relating to grant funding for the 2016 Miami-Dade County Youth Summer Job Program; authorizing the County Mayor to receive \$750,000.00 in grant funds from The Children's Trust for the Program; authorizing a grant to the Foundation for New Education Initiatives, Inc., a direct support organization to Miami-Dade County Public Schools, of \$2,450,000.00, inclusive of the \$750,000.00 from The Children's Trust, for the Summer Youth Internship Program

Resolution No. R-330-16

The accompanying resolution was prepared by the Juvenile Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



Abigail Price-Williams
County Attorney

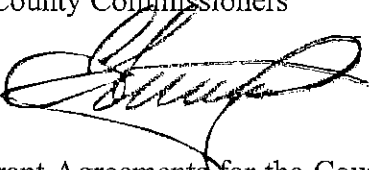
APW/smm

Memorandum



Date: April 19, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving Grant Agreements for the County's 2016 Summer Job Program between (1) Miami-Dade County and The Children's Trust, and (2) Miami-Dade County, the School Board of Miami-Dade County and the Foundation for New Education Initiatives, Inc.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution relating to grant funding for the 2016 Miami-Dade County Youth Summer Job 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 (Trust) to receive \$750,000.00 in grant funds from the Trust for the Program (Attachment A); and (2) Miami-Dade County, the School Board of Miami-Dade County (MDCPS) and the Foundation for New Education Initiatives, Inc. (Foundation), a direct support organization to MDCPS to grant up to \$2,450,000.00 to the Foundation for the Program, which will fund the Summer Youth Internship Program (Attachment B). It is also recommended that the Board authorize the County Mayor or County Mayor's designee to execute grant agreements, other required agreements, and documents, as well as amendments, extensions, and renewals of such agreements and documents to implement the program; and to exercise termination, waiver, and other provisions set forth therein. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to apply for and receive grant funding for future Miami-Dade County youth summer job programs and authorizing pursuant to Ordinance 14-65, the County Mayor or County Mayor's designee to provide an annual report on 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 \$2,450,000.00 from the general fund, \$700,000 of which is carried over from the FY 2014-15 allocation for summer youth employment and \$1 million of funding allocated in FY 2015-16. Additionally, the Trust will provide \$750,000.00 in grant funds to Miami-Dade County. MDCPS and the Foundation shall operate the Program and provide in-kind program support.

TRACK RECORD/MONITOR

This agreement will be monitored by MDCPS, which will provide one (1) program administrator as an in-kind resource. MDCPS and the Foundation shall report performance quantity measures and compensation measures to the County for review (see Attachment A and Attachment B).

BACKGROUND

In July 2015, Miami-Dade County launched the Youth Summer Job Program, which employed approximately 300 youths. In an effort to reach even more participants for the 2016 Youth Summer Job Program, the County is collaborating with the Trust, MDCPS, and the Foundation in the Summer Youth Internship Program (Program) to provide educational, work experience, and training opportunities through paid internships to youth between the ages of 15 and 18, including youths with disabilities and transitioning out of foster care up to age 22. The Program will commence in June 2016 and conclude in August 2016. The Program intends to enroll a minimum of 1,300 participants throughout the County. Reasonable efforts will be made to enroll 100 participants per Commission District, who will be recruited through MDCPS. The Program also endeavors to provide diverse internship placement opportunities through the recruitment of a wide array of employers across Miami-Dade County.

Program participants will receive a stipend of \$1,208.00. The youths are required to report to their internship assignment 30 hours per week for five (5) weeks. They will earn high school course credits and be given the opportunity to earn college credits. Stipends earned through the Program will be deposited in accounts opened for the participants at the South Florida Educational Credit Union. Program participants will also be provided travel stipends of \$56.00 per month for two (2) months to ensure they meet their Program obligations.

The Program requires all participants to have voluntary accident insurance. The Foundation will cover the cost of insurance for the participants that do not have voluntary accident insurance by the end of the 2015-16 school year. The cost of the insurance is \$18.00 per youth and covers school-based activities, including summer programs.

The Program will hire 37 certified teachers as independent contractors to serve as Instructional Supervisors. The Instructional Supervisors will guide the participants throughout the summer and provide academic assignments related to their job experience. They will also serve as liaisons between the administrators of the Program and the employers. There will be approximately 13 dedicated Instructional Supervisors to work with youth with disabilities.

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

Attachments



Russell Benford
Deputy Mayor

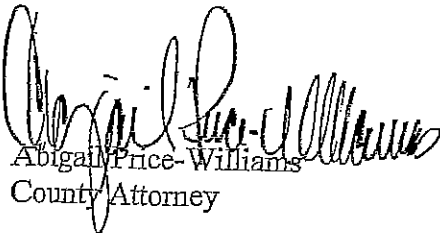


MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 19, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(7)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(7)
4-19-16

RESOLUTION NO. R-330-16

RESOLUTION RELATING TO GRANT FUNDING FOR THE 2016 MIAMI-DADE COUNTY YOUTH SUMMER JOB PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE \$750,000.00 IN GRANT FUNDS FROM THE CHILDREN'S TRUST FOR THE PROGRAM; AUTHORIZING A GRANT TO THE FOUNDATION FOR NEW EDUCATION INITIATIVES, INC., A DIRECT SUPPORT ORGANIZATION TO MIAMI-DADE COUNTY PUBLIC SCHOOLS, OF \$2,450,000.00, INCLUSIVE OF THE \$750,000.00 FROM THE CHILDREN'S TRUST, FOR THE SUMMER YOUTH INTERNSHIP PROGRAM; AUTHORIZING 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; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR AND RECEIVE GRANT FUNDING FOR FUTURE MIAMI-DADE COUNTY YOUTH SUMMER JOB PROGRAMS; AND PURSUANT TO ORDINANCE NO. 14-65, DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE AN ANNUAL REPORT ON FUNDING FOR FUTURE MIAMI-DADE COUNTY YOUTH SUMMER JOB PROGRAMS

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

WHEREAS, the County's Youth Summer Job Program was launched in July 2015 to focus on youth in 10 targeted areas, identified by zip codes with high crime rates, and employed approximately 300 students between the ages of 14-17; and

WHEREAS, in an effort to expand the County's Youth Summer Job Program and provide summer employment opportunities to a wider base of students, in the summer of 2016, this Board is a collaborating partner with The Children's Trust, Miami-Dade County Public Schools and the Foundation for New Education Initiatives, Inc., a not-for-profit corporation that is a direct support organization to Miami-Dade County Public Schools, to launch the Summer Youth Internship Program; and

WHEREAS, the Summer Youth Internship Program will build on the County's Youth Summer Job Program and Miami-Dade County Public Schools' internship program to provide additional educational, work experience and training opportunities through a paid internship to youth in Miami-Dade County; and

WHEREAS, the Summer Youth Internship Program will be a countywide program that will commence in June 2016 and conclude in August 2016; and

WHEREAS, the network created by the County, The Children's Trust, Miami-Dade County Public Schools, and the Foundation for New Education Initiatives, Inc., will recruit youth between the ages of 15 and 18, including youth with disabilities and youth transitioning out of foster care up to age 22, and intends to enroll a minimum of 1,300 youth in the summer of 2016; and

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

WHEREAS, this Board also desires to authorize ongoing efforts to secure funding for the County's Youth Summer Job Program in future years,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board incorporates the recitals above in this resolution.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to receive \$750,000.00 in grant funding from The Children's Trust for the 2016 Miami-Dade County Youth Summer Job Program.

Section 3. This Board authorizes a County grant to the Foundation for New Education Initiatives, Inc., a direct support organization to Miami-Dade County Public Schools, of \$2,450,000.00, inclusive of the \$750,000.00 in funding the County received from The Children's Trust, for the Summer Youth Internship Program.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to execute agreements to effectuate the purposes of this resolution, in substantially the form attached hereto as Attachments A and B and other required agreements and documents. This Board further authorizes the County Mayor or the County Mayor's designee to exercise amendments, extensions, renewals, termination, waiver, and other provisions set forth in such agreements and documents to implement the Summer Youth Internship Program, following approval for legal form and sufficiency by the Miami-Dade County Attorney's Office.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to apply for and receive grant funding that may become available for future Miami-Dade County Youth Summer Job Programs; provided that the expenditure of funds for future Miami-Dade County Youth Summer Job Programs will be subject to the approval of this Board.

Section 6. Pursuant to Ordinance No. 14-65, this Board directs the County Mayor or County Mayor's designee to provide an annual report to this Board no later than February of

2017 and each February thereafter on funding applied for or received for future Miami-Dade County Youth Summer Job Programs and such reports shall be placed on an agenda of the Board no later than 30 days after the completion of said report.

The foregoing resolution was offered by Commissioner **Xavier L. Suarez**, who moved its adoption. The motion was seconded by Commissioner **Daniella Levine Cava** and upon being put to a vote, the vote was as follows:

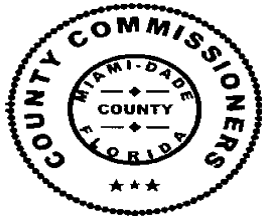
	Jean Monestime, Chairman	aye	
	Esteban L. Bovo, Jr., Vice Chairman	aye	
Bruno A. Barreiro	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Sally A. Heyman	absent	Barbara J. Jordan	aye
Dennis C. Moss	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of April, 2016. 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: **Christopher Agrippa**
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves

ATTACHMENT A

FY 2015-2016

CONTRACT NO. 1616-7601

BETWEEN THE CHILDREN'S TRUST

AND MIAMI-DADE COUNTY

FOR SUMMER YOUTH EMPLOYMENT AND SUPPORTS

THIS CONTRACT is between **The Children's Trust** whose address is 3150 S.W. 3rd Avenue, 8th Floor, Miami, Florida 33129 and **Miami-Dade County** hereafter "Provider" whose address is 111 NW First Street, Suite 2910, Miami, Florida 33128.

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

A. EFFECTIVE TERM

The effective term of this Contract shall be from February 1, 2016 through September 30, 2016 subject to funding availability and Provider's performance.

B. TERMS OF RENEWAL, if applicable

At the discretion of The Children's Trust and Miami-Dade County, this Contract and collaborative project may be renewed. In considering the exercise of any contract renewal, and in accordance with the Request for Proposal (RFP) and Board authorization, renewal may not exceed a term equal to the term of the initial contract for a total maximum of three (3) terms. Contract renewal considerations by The Children's Trust and Miami-Dade County will include, but is not limited to, the following:

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

C. SCOPE OF SERVICES

1. Provider agrees to render services in accordance with the Scope of Services, Attachment A, hereafter "Services", to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.
2. The Services' activities and performance measures, as well as complete and accurate data and programming information will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding provided by The Children's Trust, pursuant to this Contract will be used exclusively for services in and for the benefit of Miami-Dade County residents.

D. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable by The Children's Trust for Services rendered under this Contract shall not exceed **\$750,000.00**, with additional funding of **\$1,700,000.00** from Provider. The Trust agrees to submit \$150,000.00 in funding to Provider within thirty (30) days of execution of this Contract and \$300,000.00 in funding to Provider in June 2016 and July 2016, no later than the 30th day of the month. Provider

agrees that should available funding to The Children's Trust be reduced, the amount payable under this Contract will be reduced at the sole option of The Children's Trust. Provider agrees to adhere to Attachment B of this Contract: Other Fiscal Requirements, Budget and Method of Payment.

E. FISCAL MANAGEMENT

1. Double Billing and Payments

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

2. No Supplanting of Existing Public Funds

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

3. Capital Equipment (Not Applicable)

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 69I-73.002, and is defined as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year.

All capital equipment acquired by Provider less than \$10,000, and reimbursed by The Children's Trust, shall be capitalized by the Provider and Provider shall retain all rights and possession of equipment unless this Contract is subject to termination or early cancellation. Should this Contract be terminated or not renewed, The Children's Trust may acquire rights and possession of all reimbursed capital equipment that is not fully depreciated.

All capital equipment acquired by Provider equal to or greater than \$10,000, and reimbursed by The Children's Trust, shall be capitalized by The Children's Trust and The Trust shall retain all rights to equipment until the item is fully depreciated. Should this Contract be subject to termination or early cancellation, The Children's Trust may acquire possession of all reimbursed capital equipment that is not fully depreciated.

Any or all such qualifying capital equipment shall be returned to The Children's Trust, or its designee(s) upon request. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in section K 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. In any subcontract, Provider shall incorporate appropriate language from this contract into each subcontract and shall require each subcontractor providing services to be governed by the terms and conditions of this contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 days of its execution. All sub-contracts with Provider must be executed within 30 days of Provider's execution date. All subcontractors are subject to monitoring by Provider and/or The Children's Trust, in the same manner as Provider under the terms of this contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about contract, program and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action based upon any such communications.

Provider shall be responsible for all Services performed, and all expenses incurred, under this Contract, including services provided and expenses incurred by any and all subcontractors. The Children's Trust shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract.

Provider shall be solely liable for any expenses or liabilities incurred under any subcontract. Provider shall hold harmless and defend, at Provider's expense, The Children's Trust against any claims, demands or actions related to any subcontract.

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

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

5. Religious Purposes

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

6. Lobbying

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

7. Adverse Action or Proceeding

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

8. Compliance

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

Provider further agrees to provide agency and site(s) information to Switchboard of Miami 211, The Children's Trust 24 hour helpline.

F. INDEMNIFICATION

1. BY PROVIDER - Government Entity

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

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

2. BY THE CHILDREN'S TRUST

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

Subject to the limitations and sovereign immunity provisions of Florida Statutes, Sec. 768.28, The Children's Trust 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

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

G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS (Not Applicable)

Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature, The Children's Trust has a license to reasonably use, duplicate and disclose such materials in whole or in part in a manner consistent with the purposes and terms of this Contract, and to have others acting on behalf of The Children's Trust to do so, provided that such use does not compromise the validity of any copyright, trademark or patent. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in Provider or with any applicable third party who has licensed or otherwise permitted Provider to use the same. Provider agrees to allow The Children's Trust and others acting on behalf of The Children's Trust to have reasonable use of the same consistent with the purposes and terms of this Contract, at no cost to The Children's Trust, provided that such use does not compromise the validity of such copyright, trademark or patent.

H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY

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

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

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

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

- a. Fails to comply with Background Screening, as required under this Contract.

- b. Fails to provide the Services outlined in the scope of services (Attachment A) within the effective term of this Contract;
- c. Fails to correct an imminent safety concern or take acceptable corrective action;
- d. Ineffectively or improperly uses The Children's Trust funds allocated under this Contract;
- e. Does not furnish and maintain the certificates of insurance required by this Contract or as determined by The Children's Trust;
- f. Does not meet or satisfy the conditions of award required by this Contract;
- g. Fails to submit, or submits incorrect or incomplete, proof of expenditures to support 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; included, but not limited to budgets, invoices, and amendments in Services & Activities Management System (SAMIS).
- h. Does not submit or submits incomplete or incorrect required reports pursuant to the scope of Services in this Contract;
- i. Refuses to allow The Children's Trust access to records or refuses to allow The Children's Trust to monitor, evaluate and review Provider's program, including required client data;
- j. Fails to comply with child abuse and incident reporting requirements;
- k. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;
- l. Fails to correct deficiencies found during a monitoring, evaluation or review within a specified reasonable time;
- m. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies;
- n. Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws;
- o. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Contract.
- p. Fails to submit an Annual Financial Statement Audit and a Program-Specific Audit, as applicable, in accordance with Section O and Attachment D of this contract.
- q. Fails to submit an Audit Engagement Letter for either the Annual Financial Statement Audit or the Program Specific Audit within thirty (30) days after Provider's fiscal year end.

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

2. Remedies

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

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

- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider of such suspension and specifying the effective date of suspension, at least five business days before the effective date of suspension. On the effective date of suspension Provider may (but shall not be obligated to) continue to perform the Services in this Contract, but Provider shall promptly cease using The Children's Trust's logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five business days before the effective date of such suspension, in any event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension including reasonable attorney's fees.
- c. The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by Provider with Trust funds under this Contract subject to the rights of Provider as provided for in Paragraphs G and H above; (b) seek reimbursement of any Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for services that were performed and/or deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney's fees.
- d. The Children's Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorneys' fees through conclusion of all appellate proceedings, and including any final settlement or judgment.
- e. The provisions of this Paragraph I shall survive the expiration or termination of this Contract.

J. TERMINATION BY EITHER PARTY

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

K. **INSURANCE REQUIREMENTS (Not Applicable)**

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

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

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

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

1. Worker's Compensation Insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. In the event that the Provider is no longer exempt from obtaining Worker's Compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be \$500,000/\$500,000/\$500,000 as a minimum.
2. Comprehensive General Liability insurance, to include sexual molestation, in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged, unless Provider can provide financial statements to support a higher deductible. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:
 - a. Bodily Injury;
 - b. Property Damage;
 - c. No exclusions for Abuse, Molestation or Corporal Punishment;
 - d. No endorsement for premises only operations.
3. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and/or sub-contractors and transportation companies **transporting program participants**. The amount of coverage is \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to

attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

4. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and /or sub-contractors **not transporting program participants**. The minimum amount of coverage is \$300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.
5. If applicable, Special Events Coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and The Children's Trust must be designated and shown as "Additional Insured as Their Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.
6. If applicable, Professional Liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust but not less than \$250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. The Children's Trust is not required to be named as an Additional Insured. Professional liability insurance is generally required when the scope of services uses professional services that require certification or license(s) to provide direct services to program participants.
7. Proof of Property Coverage is required for all capital equipment greater than or equal to \$10,000, and when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider or such capital equipment is returned to The Children's Trust.

Certificate Holder

Certificate holder must read:

The Children's Trust
3150 SW 3rd Avenue, 8th Floor
Miami, Florida 33129

Classification and Rating

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

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

Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date of making any material changes to the

insurance coverage except for ten (10) days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.

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

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

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

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

L. PROOF OF TAX STATUS

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

- The Internal Revenue Service (IRS) tax status determination letter, if applicable; and
- The most recent (two years) IRS form 990 or applicable tax return filing within six (6) months after Provider's fiscal year end or other appropriate filing period permitted by law; and
- IRS form 941: employer's quarterly federal tax return. If required by The Children's Trust, Provider agrees to submit form 941 within thirty (30) calendar days after the quarter ends and if applicable, any state and federal unemployment tax filings. If form 941 and unemployment tax filings reflect a tax liability, then proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

M. NOTICES

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

N. AUTONOMY

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

O. RECORDS, REPORTS, AUDITS AND MONITORING

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

1. Accounting Records

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

2. Financial Statement Audit (Not Applicable)

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

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

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

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

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

3. Program-Specific Audit (Not Applicable)

Within 180 days of the close of its fiscal year, all Providers are required to have their CPA firm submit a program-specific audit related to The Children's Trust contracts, electronically, in addition to the annual financial statement audit. The program-specific audit shall be performed by an independent CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation, has performed audits under *Government Auditing Standards* and is either a member of the AICPA or FICPA peer review program to include government engagement reviews. This program-specific audit must encompass an audit of The Children's Trust contract(s) as specified in Attachment D: Program-Specific Audit Requirements.

4. Audit Extensions (Not Applicable)

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

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

5. Engagement Letters (Not Applicable)

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

6. List of Approved Certified Public Accounting Firms (Not Applicable)

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

7. Access to Records

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

8. Monitoring

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

9. Client Records (Not Applicable)

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

Provider shall maintain a separate file for each participant. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans (as applicable), outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the monitoring/review and inspection requirements under this contract, subject to

applicable confidentiality requirements. All such records will be retained by Provider for not less than five calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

10. Internal Documentation/Records Retention

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

11. Confidentiality

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

12. Data Security Obligation

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

A. Standard of care

- a. Provider acknowledges and agrees that, in the course of its Contract with The Children's Trust, Provider may, directly or indirectly, receive or have access to Highly-Sensitive Personal information or Personal Information. Provider shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such Highly-Sensitive Personal Information or Personal Information and shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of such Highly-Sensitive Personal Information or Personal Information as if they were Provider's own actions and omissions.
- b. Personal Information is deemed to be property of The Children's Trust and is not property of Provider. The Children's Trust will not collect Highly-Sensitive Personal Information. The Provider should not collect Client Highly-Sensitive Personal Information.

c. In recognition of the foregoing, Provider agrees and covenants that it shall:

1. keep and maintain all such Highly-Sensitive Personal Information or Personal Information strictly confidential;
2. use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and shall not divulge, communicate, use, misuse, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Provider's own purposes or for the benefit of anyone other than The Children's Trust, in each case, without The Children's Trust's prior written consent, which may be withheld in its sole and absolute discretion; and
3. not, directly or indirectly, disclose Personal Information to any person other than Authorized Persons (an "Unauthorized Third Party"), without express written consent from The Children's Trust, which may be withheld in its sole and absolute discretion. If any person or authority makes a demand on Provider purporting to legally compel it to divulge any Personal Information, Provider shall (i) immediately notify The Children's Trust of the demand before such disclosure so that The Children's Trust may first assess whether to challenge the demand prior to Provider's divulging of such Personal Information; (ii) be responsible to The Children's Trust for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written Contract agreeing to comply with the terms and conditions of this Contract relating to the treatment of Personal Information. Provider shall not divulge such Personal Information until the Children's Trust either has concluded not to challenge the demand, or has exhausted its challenge, including appeals, if any.

B. Personal information security

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

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

1. encrypting, securing, or modifying such Personal Information by any method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
 2. limiting access of Personal Information to Authorized Employees and Authorized Persons;
 3. securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 4. implementing network, device application, database and platform security;
 5. securing information transmission, storage and disposal;
 6. implementing authentication and access controls within media, applications, operating systems and equipment;
 7. encrypting Highly-Sensitive Personal Information stored on any mobile media;
 8. encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks;
 9. implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting backgrounds checks consistent with applicable law, as required by The Children's Trust from time to time;
 10. providing appropriate privacy and information security training to Provider's employees, as required by The Children's Trust from time to time; and
 11. purchasing and maintaining cyber insurance coverage, if The Children's Trust deems necessary in its sole and absolute discretion.
- b. Provider shall dispose, or arrange for the disposal, of customer records containing Personal Information within its custody or control when the records are no longer to be retained. Such disposal shall involve shredding, erasing, or otherwise modifying Personal Information in its control or possession to make it unreadable or undecipherable through any means.
 - c. During the term of each Authorized Employee's employment by Provider, Provider shall at all times cause

such Authorized Employees to abide strictly by Provider's obligations under this Contract. Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any of Provider's officers, directors, partners, principals, employees, agents or contractors. Upon The Children's Trust's request, Provider shall promptly identify for The Children's Trust in writing all Authorized Employees as of the date of such request.

- d. 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 Personal Information; (ii) all network connections including remote access s and wireless connectivity; (iii) all access control devices (such as (solely by way of example), firewall, 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

- a. Provider shall:

1. provide The Children's Trust with the name and contact information for an employee of Provider who shall serve as The Children's Trust primary security contact and shall be available to assist The Children's Trust twenty-four (24) hours per day, seven (7) days per week as a contact in resolving issues associated with a Security Breach;

2. notify The Children's Trust of a Security Breach immediately, but no later than forty-eight (48) hours after Provider becomes aware of it; and

3. notify The Children's Trust of any Security Breaches by telephone at the following number: (305)571-5700/e-mailing The Children's Trust with a read receipt at datasecurity@thechildrenstrust.org and with a copy by e-mail 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 Breach of security; and (2) a description of the Personal Information that was accessed or reasonably believed to have been accessed as a part of the Breach of security.

- b. Immediately following Provider's notification to The Children's Trust of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Provider shall fully cooperate with The Children's Trust in The Children's Trust's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing The Children's Trust with physical access to the facilities and operations affected; (iii) facilitating interviews with Provider's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise required by The Children's Trust, in its sole and absolute discretion.

- c. Provider shall 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 reimburse The Children's Trust for reasonable costs incurred in providing individuals affected by a Security Breach with notice of the breach and complimentary access for credit monitoring services, which The Children's Trust in its sole and absolute discretion deems necessary to protect such affected individuals in light of the risks posed by the Security Breach.

- d. Provider agrees that it shall not inform any third party of any Security Breach without first obtaining The Children's Trust's prior written consent, other than to inform a complainant that the matter has been forwarded to The Children's Trust's legal counsel. Further, Provider agrees that The Children's Trust shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in The Children's Trust's discretion; 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.

13. Withholding of Payment

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

P. MODIFICATIONS

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

Q. GOVERNING LAW & VENUE

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

R. STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS (Not Applicable)

All employees, volunteers and subcontracted personnel who work in direct contact with children or who may come into direct contact with children at the site in question must complete a Level 2 background screening that complies with its requirements prior to commencing work pursuant to this Contract. This requirement applies to all volunteers who provide services to children, youth and their families regardless of the number of hours they provide services. Occasional or transient repair or maintenance persons who appear on the site should be escorted to their work areas and then supervised during the time they are present to conduct their work.

All providers are required to review annually, at minimum, The Dru Sjodin National Sex Offender Public Website.

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 Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from the MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

In addition:

- The 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.
- The 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.
- Provider shall maintain Attachment E-1: Affidavit for Level 2 Background Screenings, 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 in Provider's personnel, volunteers, and sub-contractors' files.
- Provider shall re-screen each employee, volunteer and subcontractor every five years.

S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES (Not Applicable)

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

T. REGULATORY COMPLIANCE

1. Non-discrimination and Civil Rights

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

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

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

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

2. Public Entities Crime Act

Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to The Children's Trust, may not submit a bid on a contract with The Children's Trust for the construction or repair of a public building or public work, may not submit bids on leases of real property to The Children's Trust, may not be awarded or perform work as a Provider supplier, sub Provider, or consultant under a contract with The Children's Trust, and may not transact any business with The

Children's Trust in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

3. Conflict of Interest

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

4. Compliance with Sarbanes-Oxley Act of 2002

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

Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.

Provider agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

5. Licensing

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

6. Incident Reporting

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

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

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

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

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

7. Sexual Harassment

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

8. Proof of Policies

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

U. CONSENT

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

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

V. PROGRAMMATIC DATA REPORTING

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

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

W. PUBLICITY

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

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

X. PUBLICATIONS

Provider agrees to supply The Children's Trust, without charge, up to three copies of any publication developed in connection with implementation of programs addressed by this Contract. Such publications will state that the program is supported by The Children's Trust.

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

English:

Miami-Dade County – Summer Youth Employment Program is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:

Miami-Dade County – Summer Youth Employment Program está financiado por El Fidecomiso de los Niños (The Children's Trust). El Fidecomiso de los Niños es una fuente de financiación, establecida por referendun para mejorar las vidas de niños y familias en el Condado de Miami-Dade.

Kreyol:

Miami-Dade County – Summer Youth Employment Program Se Children's Trust ki finansé (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 amelyoré 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 "The (organization) is funded in part by The Children's Trust..."

Y. HEADINGS, USE OF SINGULAR AND GENDER

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

Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

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

- Attachment A: Scope of Services
- Attachment B: Other Fiscal Requirements, Budget, and Method of Payment
- Attachment C: Programmatic Data and Reporting Requirements
- Attachment D: Data Security Definitions

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

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

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

By: _____
(Signature of Authorized Representative)

By: _____
(Signature)

(Type/Print Name)

James R. Haj

(Type/Print Title)

President/CEO

Date: _____

Date: _____

**Provider Federal ID# 59-6000573
Provider Vendor ID# MIAMI760**

Approved as to form and legal sufficiency.

County Attorney

Date: _____

This contract is not valid until signed by both parties.

ATTACHMENT A: Scope of Service

ATTACHMENT A
SCOPE OF SERVICES
FY 2015-2016

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.

PROGRAM SUMMARY

The program will recruit and connect youth between the ages of 15 and 18 (including youth with disabilities and youth transitioning out of foster care through age 22) who live in Miami-Dade County to summer internship opportunities. There will be an emphasis on at-risk youth, and ten percent (10%) of the program participants will be youth with disabilities. For purposes of this program, at-risk youth are defined as, but not limited to, youth who qualify for free or reduced price lunch, English language learners, and youth who are truant. For purposes of this program, youth with disabilities are defined in Exceptional Student Education Policies and Procedures which is Florida Department of Education and School Board approved.

The program intends to enroll a minimum of 1,300 youth. Reasonable efforts will be made to enroll at least 100 youth per county commission district, who will be recruited through Miami-Dade County Public Schools. Program participants will receive a stipend of \$1,208, and work 30 hours per week for five weeks. Along with receiving stipends, program participants will also earn high school course credits and be given the opportunity to earn college credits. The educational component of the program, such as the class curriculum and assignments, is attached hereto. In addition to a summer internship and academic credit attainment, the program will also provide internship sessions for youth, parents and internship providers; soft skills training; instructional supervisors; and transportation assistance.

1. Program Marketing/Public Awareness Campaign

Miami-Dade County, Miami-Dade County Public Schools, the Foundation and The Children's Trust will jointly advertise the program through their websites, newsletters and media outlets. In addition, they will also promote the program amongst their contractors, providers and partners.

It is understood and agreed between the parties hereto that the Foundation is funded by Miami-Dade County. Further, by the acceptance of these funds, the Foundation agrees that events funded by this agreement shall recognize the County as a funding source. M-DCPS and the Foundation shall ensure that all publicity, public relations, advertisements and signs recognize the County and The Children's Trust for the support of all contracted activities, where possible. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationeries. The use of the official County and The Children's Trust logos are 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 is its funding source and both the County and The Children's Trust are partners in the collaborative effort to establish the Program.

M-DCPS roles and responsibilities:

1. Program Participants and Recruitment

The countywide program aims to serve a minimum of 1,300 youth between the ages of 15 and 18 years old from Miami-Dade County. The program expects that ten percent (10%) of the participants will be youth with disabilities through age 22 who are still enrolled in Miami-Dade County Public Schools. There will be an emphasis on at-risk youth and youth transitioning out of foster care.

Reasonable efforts will be made to recruit at least 100 youth per county commission district. The program will also recruit a wide array of internship providers across Miami-Dade County in order to have diverse internship placement opportunities for youth. Program participants will be recruited by Miami-Dade County Public Schools.

2. Participant Screening

a. Youth

As youth are recruited for the program they 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 youth potential applicants. Using the information entered by the youth, the school system's personnel and internship providers will be able to identify candidates for internship interviews. All youth must reside in Miami-Dade County and are expected to be eligible to work in the United States. In addition to meeting basic eligibility guidelines, internship providers will interview youth candidates and decide youth placement. Selected youth are expected to commit to the entire program duration and required academic course work. This program component will be provided in-kind by Miami-Dade County Public School staff.

b. Internship Providers

Internship providers are also required to register and enroll through <https://miami.getmyinterns.org/>. This online resource allows the school system's personnel to screen potential program internship providers. Once approved, internship providers will be able to screen, interview, and select an intern. This program component will be provided in-kind by Miami-Dade County Public School staff.

3. Youth Participant Orientation and Preparation

Youth

Throughout the school year, youth are prepared for employment experiences through the various programs and curricula. In addition, youth recruited for an internship in the program will engage in additional soft skills preparation programming and work experience orientation.

4. Program Administrators

M-DCPS shall provide one program administrator as an in-kind resource.

Foundation roles and responsibilities:

1. Participant Orientation and Preparation

a. Parents

Parents/caregivers of youth participating in the program will be invited to a summer youth internship program orientation. The orientation will provide the program overview and expectations. There will be three (3) parent orientation sessions for a total estimated cost of \$6,000.

b. Internship Providers

After the screening process and selection for program participation, internship providers will be briefed on the program expectations and anticipated outcomes. The estimated cost is \$5,000.

2. Participants' Stipends

Each youth will receive a stipend in the amount of \$1,208 during the summer. The program will require each youth to report to the internship assignment approximately 30 hours per week for five weeks and meet the educational requirements during the summer. Each youth will receive a \$50 stipend advance on the first day of the internship in order to cover personal expenses, like meals during internship hours, until the official pay period. Youth will receive three stipend payments; the advance payment of \$50.00 and two (2) subsequent payments of \$579 each. Funds will be distributed via direct deposit through collaboration with the South Florida Educational Federal Credit Union and the Foundation for New Education Initiatives, Inc.

3. Participant Transportation

In order to ensure that youth are able to meet their internship obligations program participants shall receive a travel incidental stipend of \$56 per month for two (2) months.

4. Participant Insurance

In order to protect program participants, internship providers and the program, all youth are required to have voluntary student accident insurance prior to the end of the school year. This insurance covers school-based activities including summer programs. The insurance cost is \$18 per youth. It's likely that some of the program participants will be enrolled in the school-based insurance program. The Foundation will cover the cost of the insurance for youth not already enrolled in the voluntary student accident insurance program.

5. End of Program Celebration

At the end of the program all participants will be recognized at a culminating event that celebrates the youth's success throughout the summer. The estimated cost of the end of program celebration is \$26,950.

6. Program Staff and Administration

a. Program Administrator(s)

Given the scale of the program, the Foundation will need to hire two (2) program administrators and independent contractors, to help oversee the program. These positions are in addition to the existing program administrator provided by the school district as an in-kind resource. The estimated cost of the additional positions is not to exceed \$20,000 (\$10,000 per administrator).

b. Instructional Supervisors

The program will also employ instructional supervisors: These individuals are certified teachers hired as independent contractors who specialize in assisting youth in performing well in their summer program duties including the internship and educational assignments. Instructional supervisors guide youth throughout the summer and provide academic assignments related to their job experience. They also serve as liaison between the administrators of the summer youth internship program and the internship providers.

The program expects to hire a total of 41 instructional supervisors who will work approximately 30 hours per week. There will be approximately 15 instructional supervisors who will work with youth with disabilities. The expected instructional supervisor to program participant ratio is 1:10 for youth with disabilities. These instructional supervisors will be paid approximately \$25 per hour. In addition, there will be 26 coaches for typically developing youth. The expected instructional supervisor to youth ratio is 1:50 for typically developing youth. These coaches are typically paid \$35 per hour. The cost of instructional supervisor salaries is not to exceed \$269,850.

c. Program Wage Administration

The Foundation for New Education Initiatives, Inc. will manage the distribution of participant stipends, instructional supervisors, and program administrators through the South Florida Educational Federal Credit Union. A negotiated maximum flat rate of \$150,000 administrative cost is expected to cover these services. This cost includes processing the participants' stipends and instructional supervisors' fees. This allocation is approximately six percent (6%) of the total funding pool of \$2,450,000.

7. Program Schedule

Month	Activity
April 2016	Announce program launch
April 2016	Recruit internship providers, instructional supervisors and youth
April 2016	Screen youth and enroll instructional supervisors and internship providers
May 2016	Interview and place youth. Instructional supervisor assignment. Insurance enrollment verification.
June 2016	Youth, parent/caregiver and internship provider orientation. Youth begin summer program.
August 2016	End of internship experience. Program wrap-up, surveys and post-tests. End of program event.
September 2016	Presentation of survey and program results.

PERFORMANCE MEASURES

1. QUANTITY – “How much will we do?”

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

- # of youth recruited by the program
- # of youth interviewed by program internship providers
- # of youth hired for summer internship
- # of youth who completed the program
- # of youth who earned high school credit
- # of youth who earned college credit

2. QUALITY – “How well will we do it?”

The County shall report the following performance quality measure to 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

3. OUTCOMES - Is Anyone Better Off?

Outcome and Target %	Participants to be Measured	Data Source / Measurement Tool	Timing
85% of youth improve employability skills	Youth	Online Pre-Internship Program Competency Tool	One-time during pre-internship
85% of youth will improve resume writing skills/job application skills	Youth	Online Pre-Internship Program Competency Tool	One-time during pre-internship
85% of youth improve employability skills	Youth	Combined Results of the Internship Provider and Instructional Supervisor Assessments	One-time at the end of the internship experience
85% of youth with disabilities improve employability skills	Youth with Disabilities	BRIGANCE Transition Skills Inventory	Pre-test at the beginning and post-test at the end of the internship experience

4. Program Funds – How were Program Funds Expended?

A. The Foundation shall report the following compensation measures for each program participant to the County and The Children's Trust:

- Identity of all program participants
- # of internship experience hours per program participant
- Stipend distributed to each program participant
- Total compensation (stipends) for each Program participant

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:

- Identity of all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
- # of hours worked by all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
- Rate of pay for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program
- 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 costs and expenditures wherein Program funds were utilized, including, but not limited to, the following:

- Detailed information describing, invoices for costs and/or expenses and proof of payment for parent orientation sessions
- Detailed information describing, invoices for costs and/or expenses and proof of payment for Internship Provider orientation sessions

- Identify of all program participants who were provided travel incidental stipend and the cost of each payment
- Identity of program participants insured with student accident insurance and invoice and proof of payment for student accident insurance
- Detailed information describing, invoices and/or expenses and proof of payment for end of program celebration
- Contract, invoice and proof of payment for Program wage administration

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ATTACHMENT B
Other Fiscal Requirements, Budget and
Method of Payment

ATTACHMENT B

OTHER FISCAL REQUIREMENTS, BUDGET and METHOD OF PAYMENT

Advance payment requests

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

Advance repayment

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

Budget amendments/revisions

Budget amendments/revisions require written approval from the Contract Manager and The Children's Trust's Chief Financial Officer or their designee. Request for budget amendments/revisions must be submitted to a Contract Manager using SAMIS, or the appropriate form, as designated by The Children's Trust. All budget amendments/revisions are subject to final approval by The Children's Trust. Budget amendments/revisions cannot be used to increase the total contract amount or to modify the Scope of Services. No more than two 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 contract. Budget amendments/revisions will be incorporated into the contract.

Indirect Administrative Costs

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

List of Approved Certified Public Accountants or Certified Public Accounting Firms

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

Direct Deposit of Payment

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

format, including the terms and conditions for the direct deposit of payment, can be found at <http://www.thechildrenstrust.org/providers/forms/direct-deposit-enrollment>.

Cost Reimbursement Method of Payment (Not Applicable)

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

Invoice Requirements (Not Applicable)

Provider shall submit an electronic request for payment in the SAMIS system in accordance with the approved budget or budget amendments/revisions: The request for payment is due on or before the fifteenth (15th) 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 (15th) 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 on a monthly basis. Any expense, included on a SAMIS reimbursement that is 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, then the Form D: Attestation of Payment must be either uploaded to the SAMIS Document Repository no later than 30 days after payment to subcontractor. Upon the close of this contract, Provider is required to complete Form E: Close-out Attestation of Payment, which must be uploaded to the SAMIS Document Repository no later than thirty (30) days after payment to subcontractor. These forms may be downloaded from The Children's Trust's website. For the purpose of payment only, a subcontractor is defined as an independent agency that has entered into agreement with Provider to perform services pertaining to The Children's Trust funded programs identified in this contract.

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

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

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

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

A SAMIS request for payment will be deemed proper as defined by the Florida Prompt Payment Act, if the request complies with the requirements set forth in this contract and is submitted on the forms prescribed by The Children's Trust. Requests for payment and/or documentation returned to Provider for corrections may be cause for delay in the receipt of payment. Late submission may result in delay in the receipt of payment. The Children's Trust shall pay Provider within thirty (30) calendar days of receipt of Provider's properly submitted Request for Payment (i.e., SAMIS invoice) and/or other required documentation.

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

Supporting Documentation Requirements

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

Provider shall keep accurate and complete records of any fees collected, reimbursement or compensation of any kind received from any client or other third party, for any service covered by this contract, and shall make all such records available to The Children's Trust upon request. Provider shall maintain a cost allocation methodology that is used to allocate its costs to ensure that The Children's Trust is paying only its fair share of costs for services, overhead and staffing devoted to the program funded by this contract. Such methodology shall be made available to The Children's Trust upon request.

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**ATTACHMENT B
FY 2015-2016
BUDGET AND METHOD OF PAYMENT**

Payments shall be made by The Children's Trust to the Provider upon funding approval to the Grantees for each respective grant category as follows:

GRANT CATEGORY	AMOUNT	PAYMENT DUE DATE
Summer Youth Employment Program (SYE)	Up to \$750,000.00	The Children's Trust for Services rendered under this Contract shall not exceed \$750,000.00 , with additional funding of \$1,700,000.00 from Provider. The Trust agrees to submit \$150,000.00 in funding to Provider within thirty (30) days of execution of this Contract and \$300,000.00 in funding to Provider in June 2016 and July 2016, no later than the 30th day of the month. Provider agrees that should available funding to The Children's Trust be reduced, the amount payable under this Contract will be reduced at the sole option of The Children's Trust.
Total Amount	Up to \$750,000.00	

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ATTACHMENT C
Programmatic Data and Reporting
Requirements

ATTACHMENT C
Programmatic Data and Reporting Requirements

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

PARTICIPANTS

Demographics information required for youth participating the Summer Youth Internship Program. Aggregate, unduplicated information required for:

- Zip code of youth residence
- Gender
- Age Range: 15-18 and 19-22
- Race (American Indian or Alaskan Native, Asian, Black or African American, Pacific Islander, White, Other, Unknown)
- Ethnicity (Hispanic, Haitian, Other, Unknown)
- Youth Current Grade
- Youth Current School
- Disabilities (if disclosed by parent or supporting documentation is provided such as an IEP or diagnosis by a medical professional)

PERFORMANCE MEASURES

M-DCPS and/or the Foundation shall submit to the County:

- All quantity performance measures specified in Attachment A;
- 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.

REPORTING DUE DATES

Interim Report I (March – May)	Interim Report II (June - July)	Final Report (August - September)
<p>Due date: July 8, 2016</p> <ul style="list-style-type: none"> • Narrative Report • Participants Demographics (aggregate) • Measures of quantity • Assessment tools administered 	<p>Due Date: August 15, 2016</p> <ul style="list-style-type: none"> • Narrative Report • Participants Demographics (aggregate) • Measures of quantity 	<p>Due date: October 30, 2016</p> <ul style="list-style-type: none"> • Narrative Report • Executive Summary <ul style="list-style-type: none"> ○ Key Highlights ○ Internship Providers • Participants Demographics (aggregate) • Measures of quantity • Measures of quality • Outcome testing and results

REVENUE REPORT - Due upon at the conclusion of the Summer Youth Internship Program.

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, 2016.

The County's and The Children's Trust's logos will be included in all publicity and required news releases. (See Paragraph XIV of the Agreement).

ATTACHMENT D
Data Security Definitions

ATTACHMENT D
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.

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

This Cooperative Agreement, hereinafter referred to as Agreement, entered into this ____ day of April, 2016 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as County, The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, hereinafter referred to as Miami-Dade County Public Schools (M-DCPS), and the Foundation For New Education Initiatives, Inc., hereinafter referred to as Foundation, hereinafter collectively referred to as (Parties).

WHEREAS, the Parties wish to collaborate to establish a network that will provide work experience opportunities through internships to youth in Miami-Dade County by launching the Summer Youth Internship Program (Program) in the summer of 2016; 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 the M-DCPS and the Foundation are desirous of causing the provision such services; and

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

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

I. SCOPE OF SERVICES.

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

M-DCPS and the Foundation will implement the Scope of Services as described in Attachment A entitled "Summer Youth Internship Program" 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 the effective term of this Agreement shall be February 1, 2016 through September 30, 2016, irrespective of the date of execution. 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, 2016 shall be returned to the County. This Agreement may be renewed subject to available funds 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 be \$2,450,000.00. Payment should be made according to Section VIII- Payment Procedures. The Foundation agrees that should available funding be reduced, the amount payable under this Agreement will be reduced at the sole discretion of Miami-Dade County. The Foundation agrees to adhere to Attachment B of this Agreement.

V. PROOF 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's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances and Miami-Dade County resolutions regarding background screening of employees, volunteers and subcontracted personnel is grounds for breach and termination of this Agreement at the sole discretion of the County. Only employees, volunteers and subcontracted personnel with satisfactory background checks through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) may work in direct contact with Program participants.

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

VI. AUTONOMY.

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

There shall be no third party beneficiaries. 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 the Agreement immediately. The County Mayor or 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, which are incorporated herein and attached hereto as Attachment B.

A. Requests for Payment. The County agrees to transmit \$1,700,000.00 of funding to the Foundation within thirty (30) days of execution of this Agreement. Thereafter, the County will transmit \$375,000.00 to the Foundation in June 2016 and July 2016, no later than the 30th day of the month. The funding the County transmits to the Foundation shall be for all budgeted Program costs to be expended or incurred by the Foundation, which are allowable under County guidelines in accordance with this Agreement.

B. Final Report/Recapture of Funds. The Foundation shall submit a final report to the County, no more than forty-five (45) days after the expiration or termination of this Agreement. The final report shall confirm how the goals as outlined in the Scope of Service were achieved, including explanations for all significant deviations from expected outcomes/performance measures and shall demonstrate how the funds have been used in

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accordance with the Budget by reporting actual expenditures with a comparison to the Budget as prescribed in Attachment B. The County reserves the right to request interim reports identifying achievement of goals and expenditures relating to this Agreement. If after receipt of such final report, the County determines that the Foundation has been paid funds not in accordance with the Agreement, and to which it is not entitled, the Foundation shall return such funds to the County or submit appropriate documentation. 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.

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

FY 2015-16 \$2,450,000

Note: County Fiscal Year – October 1 to September 30

IX. 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

X. 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.

XI. 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.

XII. 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 agreement obligations of the Program funded through the County by passage of formal resolutions or other formal action

authorizing execution of this Agreement with the County. A copy of the resolutions must be forwarded with the Agreement to the County within ten (10) days of execution.

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

C. Progress Reports. The Foundation shall furnish the County and The Children's Trust 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.

D. Programmatic Data Reporting. Demographic and service information on Program participants will be provided to the County. M-DCPS agrees to comply and participate in any data collection reporting, including participant data as required by the County in the Programmatic Data and Reporting Requirements, incorporated herein and attached hereto as Attachment C, 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 C.

E. Monitoring: Management Evaluation and Performance Review. M-DCPS and the Foundation agree to permit County and/or The Children's Trust's 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 and The Children's Trust to conduct site visits, participant assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to M-DCPS and the Foundation and the Foundation will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected with the specified

time, the County may suspend payments or terminate this Agreement. 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.

F. 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.

XIII. 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 the County 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 or The Children's Trust 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 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 Agreement.

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

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

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

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

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

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

6. Any other remedy available at law or equity.

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

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

XIV. MISCELLANEOUS.

A. 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 Service, Budget, schedule of payment, billing and cash payment procedures, set forth herein and other such revisions may be negotiated as a written amendment to this Agreement between the Parties.

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

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

B. 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 School Board policies relating to the confidentiality of Program participant information. The Parties further agree to comply with the Family Education Rights and Privacy Act ("FERPA"), specifically 34 CFR § 99.

This Agreement shall be construed in accordance with the laws of the State Florida. Any dispute with respect to this agreement is subject to federal law and the laws of Florida, venue 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.

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

D. Sexual Harassment. M-DCPS shall complete an incident report in the event a Program participant or internship provider makes an allegation of sexual harassment, sexual misconduct or sexual assault by, a Program Participant or internship provider and M-DCPS has knowledge thereof. M-DCPS shall provide written notification of the incident together with a copy of the incident report to the County within three (3) working days. M-DCPS shall provide written notification to the County within seven (7) days if any legal action is threatened and/or filed as a result of such an alleged incident.

E. Publicity. M-DCPS and the Foundation agree that activities, services and events funded by this Agreement shall recognize the County and The Children's Trust as Parties in this collaborative effort. Provider shall ensure that all publicity, public relations, advertisements and signs within its control recognize the County and The Children's Trust for the support of all activities under this Agreement. The use of the County's and The Children's Trust'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 is a funding source.

F. CONSENT. M-DCPS must obtain parental/legal guardian consent for all Program participants and share information with the County and The Children's Trust for monitoring and evaluation purposes. M-DCPS will ask Program participants to sign a voluntary Consent to Photograph form, incorporated herein and attached hereto as Attachment D. 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.

G. 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.

H. Totality of Agreement / Severability of Provisions. These fourteen (14) pages of the Agreement with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the Parties:

- Attachment A: Scope of Services
- Attachment B: Budget
- Attachment C: Programmatic Data and Reporting Requirements
- Attachment D: 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.

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

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

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

By: _____
Superintendent of Schools or Designee

By: _____
Mayor or Mayor's Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Attorney for School Board

By: _____
Assistant County Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____
Risk Management

By: _____
Risk Management

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

MIAMI-DADE COUNTY, FLORIDA
HARVEY RUVIN, CLERK

By: _____

By: _____

ATTACHMENT A
SUMMER YOUTH INTERNSHIP PROGRAM
SCOPE OF SERVICES
FY 2015-2016

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.

PROGRAM SUMMARY

The program will recruit and connect youth between the ages of 15 and 18 (including youth with disabilities and youth transitioning out of foster care through age 22) who live in Miami-Dade County to summer internship opportunities. There will be an emphasis on at-risk youth, and ten percent (10%) of the program participants will be youth with disabilities. For purposes of this program, at-risk youth are defined as, but not limited to, youth who qualify for free or reduced price lunch, English language learners, and youth who are truant. For purposes of this program, youth with disabilities are defined in Exceptional Student Education Policies and Procedures which is Florida Department of Education and School Board approved.

The program intends to enroll a minimum of 1,300 youth. Reasonable efforts will be made to enroll at least 100 youth per county commission district, who will be recruited through Miami-Dade County Public Schools. Program participants will receive a stipend of \$1,208, and work 30 hours per week for five weeks. Along with receiving stipends, program participants will also earn high school course credits and be given the opportunity to earn college credits. The educational component of the program, such as the class curriculum and assignments, is attached hereto. In addition to a summer internship and academic credit attainment, the program will also provide internship sessions for youth, parents and internship providers; soft skills training; instructional supervisors; and transportation assistance.

1. Program Marketing/Public Awareness Campaign

Miami-Dade County, Miami-Dade County Public Schools, the Foundation and The Children's Trust will jointly advertise the program through their websites, newsletters and media outlets. In addition, they will also promote the program amongst their contractors, providers and partners.

It is understood and agreed between the parties hereto that the Foundation is funded by Miami-Dade County. Further, by the acceptance of these funds, the Foundation agrees that events funded by this agreement shall recognize the County as a funding source. M-DCPS and the Foundation shall ensure that all publicity, public relations, advertisements and signs recognize the County and The Children's Trust for the support of all contracted activities, where possible. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationeries. The use of the official County and The Children's Trust logos are permissible. M-DCPS and the Foundation shall ensure that all media representatives, when inquiring about the activities funded or supported by this Agreement,

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are informed that the County is its funding source and both the County and The Children's Trust are partners in the collaborative effort to establish the Program.

M-DCPS roles and responsibilities:

1. Program Participants and Recruitment

The countywide program aims to serve a minimum of 1,300 youth between the ages of 15 and 18 years old from Miami-Dade County. The program expects that ten percent (10%) of the participants will be youth with disabilities through age 22 who are still enrolled in Miami-Dade County Public Schools. There will be an emphasis on at-risk youth and youth transitioning out of foster care. Reasonable efforts will be made to recruit at least 100 youth per county commission district. The program will also recruit a wide array of internship providers across Miami-Dade County in order to have diverse internship placement opportunities for youth. Program participants will be recruited by Miami-Dade County Public Schools.

2. Participant Screening

a. Youth

As youth are recruited for the program they will be directed to sign up for the internship selection pool using <https://miami.getmyinterns.org/>. This online resource allows for the universal screening of all potential applicants. Using the information entered by the youth, the school system's personnel and internship providers will be able to identify candidates for internship interviews. All youth must reside in Miami-Dade County and are expected to be eligible to work in the United States. In addition to meeting basic eligibility guidelines, internship providers will interview youth candidates and decide youth placement. Selected youth are expected to commit to the entire program duration and required academic course work. This program component will be provided in-kind by Miami-Dade County Public School staff.

b. Internship Providers

Internship providers are also required to register and enroll through <https://miami.getmyinterns.org/>. This online resource allows the school system's personnel to screen potential program internship providers. Once approved, internship providers will be able to screen, interview, and select an intern. This program component will be provided in-kind by Miami-Dade County Public School staff.

3. Youth Participant Orientation and Preparation

Youth

Throughout the school year, youth are prepared for employment experiences through the various programs and curricula. In addition, youth recruited for an internship in the program will engage in additional soft skills preparation programming and work experience orientation.

4. Program Administrators

M-DCPS shall provide one program administrator as an in-kind resource.

Foundation roles and responsibilities:

1. Participant Orientation and Preparation

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a. Parents

Parents/caregivers of youth participating in the program will be invited to a summer youth internship program orientation. The orientation will provide the program overview and expectations. There will be three (3) parent orientation sessions for a total estimated cost of \$6,000.

b. Internship Providers

After the screening process and selection for program participation, internship providers will be briefed on the program expectations and anticipated outcomes. The estimated cost is \$5,000.

2. Participants' Stipends

Each youth will receive a stipend in the amount of \$1,208 during the summer. The program will require each youth to report to the internship assignment approximately 30 hours per week for five weeks and meet the educational requirements during the summer. Each youth will receive a \$50 stipend advance on the first day of the internship in order to cover personal expenses, like meals during internship hours, until the official pay period. Youth will receive three stipend payments; the advance payment of \$50.00 and two (2) subsequent payments of \$579 each. Funds will be distributed via direct deposit through collaboration with the South Florida Educational Federal Credit Union and the Foundation for New Education Initiatives, Inc.

3. Participant Transportation

In order to ensure that youth are able to meet their internship obligations program participants shall receive a travel incidental stipend of \$56 per month for two (2) months.

4. Participant Insurance

In order to protect program participants, internship providers and the program, all youth are required to have voluntary student accident insurance prior to the end of the school year. This insurance covers school-based activities including summer programs. The insurance cost is \$18 per youth. It's likely that some of the program participants will be enrolled in the school-based insurance program. The Foundation will cover the cost of the insurance for youth not already enrolled in the voluntary student accident insurance program.

5. End of Program Celebration

At the end of the program all participants will be recognized at a culminating event that celebrates the youth's success throughout the summer. The estimated cost of the end of program celebration is \$26,950.

6. Program Staff and Administration

a. Program Administrator(s)

Given the scale of the program, the Foundation will need to hire two (2) program administrators and independent contractors, to help oversee the program. These positions are in addition to the existing program administrator provided by the school district as an in-kind resource. The estimated cost of the additional positions is not to exceed \$20,000 (\$10,000 per administrator).

b. Instructional Supervisors

The program will also employ instructional supervisors. These individuals are certified teachers hired as independent contractors who specialize in assisting youth in

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performing well in their summer program duties including the internship and educational assignments. Instructional supervisors guide youth throughout the summer and provide academic assignments related to their job experience. They also serve as liaison between the administrators of the summer youth internship program and the internship providers.

The program expects to hire a total of 41 instructional supervisors who will work approximately 30 hours per week. There will be approximately 15 instructional supervisors who will work with youth with disabilities. The expected instructional supervisor to program participant ratio is 1:10 for youth with disabilities. These instructional supervisors will be paid approximately \$25 per hour. In addition, there will be 26 coaches for typically developing youth. The expected instructional supervisor to youth ratio is 1:50 for typically developing youth. These coaches are typically paid \$35 per hour. The cost of instructional supervisor salaries is not to exceed \$269,850.

c. Program Wage Administration

The Foundation for New Education Initiatives, Inc. will manage the distribution of participant stipends, instructional supervisors, and program administrators through the South Florida Educational Federal Credit Union. A negotiated maximum flat rate of \$150,000 administrative cost is expected to cover these services. This cost includes processing the participants' stipends and instructional supervisors' fees. This allocation is approximately six percent (6%) of the total funding pool of \$2,450,000.

7. Program Schedule

Month	Activity
April 2016	Announce program launch
April 2016	Recruit internship providers, instructional supervisors and youth
April 2016	Screen youth and enroll instructional supervisors and internship providers
May 2016	Interview and place youth. Instructional supervisor assignment. Insurance enrollment verification.
June 2016	Youth, parent/caregiver and internship provider orientation. Youth begin summer program.
August 2016	End of internship experience. Program wrap-up, surveys and post-tests. End of program event.
September 2016	Presentation of survey and program results.

PERFORMANCE MEASURES

1. QUANTITY – “How much will we do?”

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

- # of youth recruited by the program
- # of youth interviewed by program internship providers
- # of youth hired for summer internship
- # of youth who completed the program
- # of youth who earned high school credit
- # of youth who earned college credit

2. QUALITY – “How well will we do it?”

The County shall report the following performance quality measure to 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

3. OUTCOMES - Is Anyone Better Off?

Outcome and Target %	Participants to be Measured	Data Source / Measurement Tool	Timing
85% of youth improve employability skills	Youth	Online Pre-Internship Program Competency Tool	One-time during pre-internship
85% of youth will improve resume writing skills/job application skills	Youth	Online Pre-Internship Program Competency Tool	One-time during pre-internship
85% of youth improve employability skills	Youth	Combined Results of the Internship Provider and Instructional Supervisor Assessments	One-time at the end of the internship experience
85% of youth with disabilities improve employability skills	Youth with Disabilities	BRIGANCE Transition Skills Inventory	Pre-test at the beginning and post-test at the end of the internship experience

4. Program Funds – How were Program Funds Expended?

A. The Foundation shall report the following compensation measures for each program participant to the County and The Children's Trust:

- Identity of all program participants
- # of internship experience hours per program participant
- Stipend distributed to each program participant
- Total compensation (stipends) for each Program participant

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:

- Identity of all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
 - # of hours worked by all instructional supervisors, administrative staff, independent contractors and other positions funded by the program
 - Rate of pay for all instructional supervisors, administrative staff, independent contractors and other positions funded by the Program
 - 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 costs and expenditures wherein Program funds were utilized, including, but not limited to, the following:

- Detailed information describing, invoices for costs and/or expenses and proof of payment for parent orientation sessions
- Detailed information describing, invoices for costs and/or expenses and proof of payment for Internship Provider orientation sessions
- Identify of all program participants who were provided travel incidental stipend and the cost of each payment
- Identity of program participants insured with student accident insurance and invoice and proof of payment for student accident insurance
- Detailed information describing, invoices and/or expenses and proof of payment for end of program celebration
- Contract, invoice and proof of payment for Program wage administration

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ATTACHMENT B
Other Fiscal Requirements, Budget and Method of Payment

ATTACHMENT B
FY 2015-2016
BUDGET AND METHOD OF PAYMENT

Upon funding approval, payment(s) shall be made by Miami-Dade County to the Foundation for New Education Initiatives as follows:

GRANT CATEGORY	AMOUNT	PAYMENT DUE DATE
Summer Youth Internship Program	Up to \$2,450,000.00	Upon approval of funding and contract/agreement by the Miami-Dade County Board of County Commissioners and Mayor, and upon the approval of the contract between Miami-Dade County and The Children's Trust.
Total Amount	Up to \$2,450,000.00	

See Summer Youth Internship Program Budget (Attached Spreadsheet).

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ATTACHMENT C
Programmatic Data and Reporting Requirements

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

PARTICIPANTS

Demographics information required for youth participating the Summer Youth Internship Program. Aggregate, unduplicated information required for:

- Zip code of youth residence
- Gender
- Age Range: 15-18 and 19-22
- Race (American Indian or Alaskan Native, Asian, Black or African American, Pacific Islander, White, Other, Unknown)
- Ethnicity (Hispanic, Haitian, Other, Unknown)
- Youth Current Grade
- Youth Current School
- Disabilities (if disclosed by parent or supporting documentation is provided such as an IEP or diagnosis by a medical professional)

PERFORMANCE MEASURES

M-DCPS and/or the Foundation shall submit to the County:

- All quantity performance measures specified in Attachment A;
- 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.

REPORTING DUE DATES

Interim Report I (March – May)	Interim Report II (June - July)	Final Report (August - September)
<p>Due date: July 8, 2016</p> <ul style="list-style-type: none"> • Narrative Report • Participants Demographics (aggregate) • Measures of quantity • Assessment tools administered 	<p>Due Date: August 15, 2016</p> <ul style="list-style-type: none"> • Narrative Report • Participants Demographics (aggregate) • Measures of quantity 	<p>Due date: October 30, 2016</p> <ul style="list-style-type: none"> • Narrative Report • Executive Summary <ul style="list-style-type: none"> ○ Key Highlights ○ Internship Providers • Participants Demographics (aggregate) • Measures of quantity • Measures of quality • Outcome testing and results

REVENUE REPORT - Due upon at the conclusion of the Summer Youth Internship Program.

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, 2016.

The County's and The Children's Trust's logos will be included in all publicity and required news releases. (see Paragraph XIV of the Agreement).

ATTACHMENT D
Consent to Photograph Form

AUTHORIZATION FOR PHOTOGRAPHY/VIDEO

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

I hereby:

consent and authorize or do not consent and authorize

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

Signature of Parent or Guardian

Signature of Witness

Date

Date

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

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

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

AUTORIZACION PARA FOTOGRAFIA/VIDEO

Yo, _____, el padre o guardián del niño/a _____ autorizo y doy por este medio consentimiento a los proveedores de servicios y al personal de El Fidecomiso de los Niños (The Children's Trust) del condado Miami-Dade como sigue:

Otorgo permiso y autorizo - o - No otorgo permiso ni autorizo

al personal de El Fidecomiso de los Niños del condado Miami-Dade a tomar y a usar fotografías corrientes, fotografías digitales, películas, transmisiones de televisión, y/o a hacer grabaciones de mí, de mis niños, o de mis estancias con fines educativos, de investigación, documentales, y con el propósito de relaciones públicas.

Firma del Padre o Guardián

Firma del Testigo

Fecha

Fecha

Cualquier grabación puede revelar su identidad a través de la imagen por sí misma, sin esperar ninguna remuneración para usted, sus niños o sus estancias.

Cualquiera y todas las grabaciones tomadas de usted serán sólo propiedad del Fideicomiso de Los Niños.

Con respecto al uso de cualquier grabación tomada de usted, de sus niños o de sus estancias, renuncia por este medio a cualesquiera y a todas las demandas presentes y futuras que pueda tener contra El Fidecomiso de Los Niños, su personal, los proveedores de servicios, empleados, agentes afiliados y miembros de La Junta Directiva.

OTORIZASYON POU DWA FOTOM/VIDEO

Mwen, _____, paran oswa gadien _____, bay òganizasyon kap rand sevis ak anplwaye "The Children's Trust" nan arondisman Miami Dade otorizasyon ak konsantman-m pou sak suiv la:

Mwen:

dakò ak otorize oswa pa dakò ak pa otorize

Bay anplwaye "The Children's Trust" nan arondisman Miami Dade konsantman-m ak pemisyon-m pou yo ka pran foto-m, foto pitit-mwen ak tout fanmi-m ou byen foto digital, épi filmé pwogram televizyon ak/oswa imaj video (yo rele "Anregistreman") pou yo ka itilize yo nan nenpot ki kalite fòm pwomosyon kankou: edukasyon, rechèch, dokumantè, sit internet ou byen relasyon piblik ak réklam.

Signati Paran oswa Gadien

Signati devan Presans

Date

Date

Nenpot anregistreman ki bay idantite-w, san yo pa peye ni mwen, ni pitit mwen, ak ni lot fanmi-m.

Nenpot ak tout enregistreman-m, de pitit mwen, ak fanmi-m ap toujou rete pwopriyete "The Children's Trust" la.

Mwen renonse dwa-m pou m mande "The Children's Trust" nan arondisman Miami-Dade ansam ak ajan li, anplwaye li, sèvite li ak manb direkte nenpot reklamasyon sou itilizasyon anregistreman sa yo sou kelkswa fòm.